

**PROVPORT, INC.  
TERMINAL TARIFF NO. 008**

**GOVERNING RULES, REGULATIONS,  
CHARGES AND CONDITIONS  
FOR TERMINAL SERVICES AND USE AT:  
PROVPORT INC**

**ISSUED BY:  
PROVPORT, INC.**

PORT OF PROVIDENCE  
35 TERMINAL ROAD  
PROVIDENCE, RI, 02905  
Phone: (401) 781-4717  
Fax: (401) 461-6240  
[www.provport.com](http://www.provport.com)

Adopted: November 30,2021  
**Effective: January 1, 2022**

**TERMINAL MANAGER:  
WATERSON TERMINAL SERVICES, LLC.**

35 TERMINAL ROAD  
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**Important Note:** THIS TARIFF (In any format) IS A PUBLISHED DOCUMENT ISSUED SOLELY FOR THE CONVENIENCE OF OUR CUSTOMERS. THIS TARIFF REPLACES ALL PREVIOUS EDITIONS.

# CONTACTS

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## ADMINISTRATION/EVENTS

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Lauren Waterson, Office & Events Coordinator

## BUSINESS/MARKETING:

Extension 101

Chris Waterson, General Manager

## CARGO/STEVEDORING OPERATIONS:

Extension 102

John Gustus, Director of Operations

## ACCOUNTING DEPARTMENT:

Extension 106

Ashley Alioto, ProvPort Accounts Manager

Extension 108

Jodi Spina, WTS Accounts Manager

## PORT FACILITY OPERATIONS:

Extension 103

Steve Curtis, Facility Manager

## SECURITY:

Extension 103

Steve Curtis, Facility Security Officer

401-374-8288

Kevin Laiter, Assistant Facility Security Officer

401-441-8682

Main Security Checkpoint 24hr Point of Contact

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## ABBREVIATIONS / SYMBOLS

“BL”	BILL OF LADING	“BFM”	BOARD FOOT MEASURE
“CU.FT”	CUBIC FEET	“CFT”	CUBIC FEET
“CRMC”	COASTAL RESOURCES MANAGEMENT COUNCIL		
“CWT”	100 POUNDS		
“DEM”	DEPARTMENT OF ENVIRONMENTAL MANAGEMENT		
“DOS”	DECLARATION OF SECURITY		
“DOT”	DEPARTMENT OF TRANSPORTATION		
“EPA”	ENVIRONMENTAL PROTECTION AGENCY		
“ETA”	ESTIMATED TIME OF ARRIVAL		
“ETC”	ESTIMATED TIME OF COMPLETION		
“ETD”	ESTIMATED TIME OF DEPARTURE		
“FAK”	FREIGHT ALL KINDS		
“FT”	FOOT (FEET)		
“IN”	INCHES		
“KD”	KNOCKED DOWN		
“LBS”	POUNDS		
“LOA”	LENGTH OVERALL		
“LNG”	LIQUID NATURAL GAS		
“LPG”	LIQUID PROPANE GAS		
“LT”	LONG TONS		
“MT”	METRIC TONS		
“NOA”	NOTICE OF ARRIVAL		
“NO”	NUMBER		
“NRT”	NET REGISTERED TONNAGE		
“OSHA”	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION		
“ST”	SHORT TON	“US”	UNITED STATES
“USA”	UNITED STATES OF AMERICA		
“USCG”	UNITED STATES COAST GUARD		
“PROVPORT”	PROVPORT, INC.		
“WTS ”	WATERSON TERMINAL SERVICES, LLC		

## REVISION NOTATIONS

- “(A)” Denotes Increase, followed by date of revision
- “(C)” Denotes Change in wording only, followed by date of revision
- “(D)” Denotes Deletion, followed by date of revision
- “(E)” Expiration
- “(G)” General Increase or decrease, followed by date of revision
- “(I)” Denotes New or Initial Matter, followed by date of submission
- “(R)” Denotes Reduction, followed by date of revision

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## **SECTION I -- DEFINITION OF TERMS**

### **10 AGENT**

A person or firm who transacts any business in the port on behalf of ship owners or charterers, also called shipping or vessel agent.

[11-19 OMITTED]

### **20 BERTH APPLICATION**

Formal written request made on behalf of a vessel or agent to obtain legal permission to berth said vessel at ProvPort.

[21 OMITTED]

### **22 BOARD of DIRECTORS**

The Board of Directors of ProvPort, Inc.

### **23 CARGO**

Except where specified otherwise by lease or written agreement; goods or objects customarily transported in general commerce and in maritime commerce.

[24 OMITTED]

### **25 CHECKING**

Counting and identifying cargo against appropriate documents to produce over, short and damage reports. Part of a checker's job is to ensure the proper cargo is discharged or loaded.

[26-29 OMITTED]

### **30 CONTAINERS**

Refers to the; "Standard ISO 20ft, 35ft, 40ft or 45ft Seagoing Containers". In all cases, a container must confine and protect its contents from loss or damage from the elements and can be handled as a unit. All other boxes, tanks or packages will be considered as general cargo and subject to terms and conditions afforded to general cargo.

[31-33 OMITTED]

### **34 CROSS DOCK**

Unloading materials from an incoming semi-trailer truck or rail car and loading these materials directly into outbound trucks, trailers, or rail cars, with little or no storage in between.

### **35 DATE OF SAILING**

The date a vessel departs ProvPort.

[36-39 OMITTED]

### **40 DEMURRAGE**

A fee levied by the shipping company for not loading or unloading the vessel by a specific date agreed upon by contract, usually assessed on a daily basis after a deadline.

## **SECTION I -- DEFINITION OF TERMS**

[41-44 OMITTED]

### **45 DETENTION**

A penalty charge against shippers or consignees for delaying carrier's equipment beyond allowed time. Demurrage applies to cargo; detention applies to equipment.

[46-49 OMITTED]

### **50 DOCKAGE**

The charge assessed against a vessel, barge, or other watercraft for the privilege of berthing or making fast to the wharf, pier, bulkhead structure or bank or for mooring to a vessel so berthed in accordance with the rates and charges hereinafter specified.

[51-54 OMITTED]

### **55 EXPORT CARGO**

Cargo received at the port for loading onto a vessel for shipment to a foreign or domestic offshore port or destination.

### **56 FACILITY SECURITY PLAN**

The plan describing the measures, methods and procedures used by ProvPort in order to establish security measures and prevent loss, damage or compromise of assets and interruption of business activities, audited annually and is approved and regulated by USCG.

[57-59 OMITTED]

### **60 FREE TIME**

The specific period during which a cargo may occupy space assigned to it on terminal property free of terminal storage charges and wharf demurrage. Unless specified, free time (where applicable) will commence at 0001 hours on the day after a cargo is received at the terminal or 0001 hours on the first calendar day following the sailing of the vessel whichever is later. Free time will expire at 2400 hours on the final day of allowable time.

[61-64 OMITTED]

### **65 GOVERNMENT AGENCIES**

Government Agencies include but are not limited to; US Customs and Border Protection (US CBP), US Immigrations (now part of US CBP), DOT, FBI, EPA, DEM, Providence Police Department and DHS, USCG.

[66-69 OMITTED]

### **70 HAND CARGO**

Hand cargo comprises cargo that is not unitized or palletized such as; loose cartons, small crates or cases. This cargo must be handled by hand as it is too small to be handled by forklift. Arrangements for hand cargo must be made in advance.

[71-74 OMITTED]

## **SECTION I -- DEFINITION OF TERMS**

### **75 HANDLING TO/FROM HOOK**

The service of moving cargo to or from a place of rest on the dock apron to or from a ship's tackle/gear or, from vessel tackle/gear to first place of rest.

[76-79 OMITTED]

### **80 HANDLING**

The service of moving, receiving or delivering cargo

[81-84 OMITTED]

### **85 HOLIDAYS**

Days in which the port facility will be closed for receiving, delivering cargo and any vessel cargo operations unless previous arrangements for overtime have been made. Holidays are normally posted by the Terminal Manager.

[86-89 OMITTED]

### **90 HEAVY LIFT**

Any article deemed by the Terminal Manager to be beyond a certain weight or oversized and requires special handling and may require service charges.

[91-94 OMITTED]

### **95 IMPORT CARGO**

Cargo received at the port on a vessel from a foreign or domestic offshore port of origin for loading to a domestic motor, rail or water carrier.

[96-108 OMITTED]

### **109 LAY BERTH (LAYBERTH)**

Refers to dockage arranged with prior notice for vessels not conducting cargo operations. Vessels conducting cargo operations any time within a twenty-four hour (24 hour) period are assessed regular dockage rates. Lay berth dockage may be applicable per the Terminal Manager's approval on a case by case basis for vessels not conducting cargo operations for twenty-four hours (24 hours) due to mechanical breakdown or malfunction.

### **110 LINER VESSEL**

Vessel sailing under an advertised schedule and operated by a line (company) maintaining regular sailing between ports.

[111-114 OMITTED]

## **SECTION I -- DEFINITION OF TERMS**

### **115 LOADING OR UNLOADING**

The service of loading or unloading cargo between any type of conveyance or area within the port or vessel. The service does not normally include special stowage, blocking or bracing, sorting or grading, stripping or stuffing containers or otherwise selecting the cargo for the convenience of carrier or consignee. ProvPort and/or the Terminal Manager will not consider itself to be the consignee on any cargo unless notified otherwise.

[116-119 OMITTED]

### **120 MASTER**

The highest ranking office aboard ship.

[121-124 OMITTED]

### **125 N.O.S.**

Not Otherwise Specified.

[126-129 OMITTED]

### **130 OPERATOR**

The company or person to whom is given the use of the whole or part of the carrying capacity of a ship for the transportation of cargo or passengers to a stated port for a specified time.

[131-139 OMITTED]

### **140 PALLETIZED CARGO**

A consolidation of units of general cargo secured to a pallet to the satisfaction of the terminal operator. A pallet is a two level platform constructed of wood, metal or other material of sufficient strength to accommodate the cargo for which it is used with at least two sides. The cargo must be loaded to cover the loading surface of the pallet leveled at the top and squared at all sides so the unit forms a rectilinear block.

[141-144 OMITTED]

### **145 PACKAGE**

A form of cargo unitization.

[146-149 OMITTED]

### **150 POINT (PLACE) OF REST**

An area on the terminal premises where cargo ordinarily would be deposited when received, subject to non-interference with terminal operations. The point of rest is the actual point where cargo is placed and all cargo must be placed at a designated point. ProvPort or the Terminal Manager reserves the right upon failure of the proper party to move freight to the designated point of rest, after notice, to move the freight to another location, at the risk and expense of the owner of the freight or the carrier or person who has custody.

[151-152 OMITTED]

## **SECTION I -- DEFINITION OF TERMS**

### **153 PORT**

The lands owned by ProvPort and operated by the Terminal Manager unless otherwise stated or indicated from the context in which the term is used.

[154 OMITTED]

### **155 RE-HANDLING**

Any extra movement of cargo within the facility not involving the initial or final cargo movement which may include: sorting, stacking or unstacking of cargo, movement to or from chassis, or to or from different holding locations.

[156-159 OMITTED]

### **160 RECOOPERING / RECONDITIONING**

The act of re-bundling, re-palletizing, re-banding, etc. Any subsequent work other than loading or unloading performed by the terminal that makes the cargo shippable.

[161-164 OMITTED]

### **165 RO-RO**

“Roll On-Roll Off”; any self-propelled cargo which can be driven on or off a vessel.

[166-169 OMITTED]

### **170 SKIDDED CARGO**

Cargo which is secured on a wooden or metal platform of sufficient strength that it can be safely lifted by fork lift or cranes without special rigging.

[171-174 OMITTED]

### **175 SORTING**

The process of separating cargo to the specifications of the customer by marks, bill of lading, size, weight or type.

[176-179 OMITTED]

### **180 STORAGE**

A place for the reception, delivery, consolidation, distribution and storage of goods/cargo on land.

[181-184 OMITTED]

### **185 STRIPPING / STUFFING / CROSS-DECK**

Stripping is the act of removing cargo or material from a container and moving it to a place of rest within the port. Stuffing is the act of filling a container from a place of rest to the container. Cross-deck is the removal of cargo from a truck or container and the placement of cargo into a container or truck in one continuous activity or vice-versa. Cross-deck operations are sometimes referred to as “swing operations”.

[186 OMITTED]

## **SECTION I -- DEFINITION OF TERMS**

### **187 TARIFF**

The Tariff adopted by the ProvPort Board of Directors at its meeting of April 14, 2009 and as amended by further actions of the Board of Directors.

[188-189 OMITTED]

### **190 TERMINAL**

When referencing ProvPort, refers to the marine facility controlled and operated by ProvPort. The terminal comprises the wharves, berths, warehouses and other facilities owned or operated by ProvPort and the Terminal Manager. Terminal may also be used to reference a tenant marine business within ProvPort.

[191 OMITTED]

### **192 TERMINAL MANAGER**

Shall mean Waterson Terminal Services, LLC., under the Terminal Management Agreement dated April 17<sup>th</sup>, 2007.

[193-194 OMITTED]

### **195 TERMINAL STORAGE**

The provision of warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time and can be either inside or outside.

[196-199 OMITTED]

### **200 TON (TONNE)**

The standard unit of measure for ProvPort is the short ton or 2,000 pounds. For any vessel using the metric ton (2,204.6 pounds), all tonnage will be converted to short tons for billing purposes.

[201-204 OMITTED]

### **205 TRUCK LOADING / UNLOADING**

The service of moving cargo from a place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing of the cargo on the truck, but shall not include special stowage, sorting or grading of or otherwise selecting the cargo for the convenience of the trucker or consignee. The service shall include loading and stowing of cargo in the truck under the supervision of the driver of the truck. Truck unloading shall mean the service of removing cargo from the body of the truck to a place of rest as determined by the Terminal Manager.

[206-209 OMITTED]

### **210 TRUCK APPOINTMENT**

The appointed time previously confirmed by the terminal to load or unload cargo to or from a truck or other vehicle.

[211-214 OMITTED]

## **SECTION I -- DEFINITION OF TERMS**

### **215 UNITIZED CARGO**

Cargo that has been packaged so that it can be handled by forklift or crane including but not limited to; cases, crates, marine slings and super sacks. Furthermore, unitized cargo also includes cargo that has been secured to skids or bearers constructed of wood, metal or other material which can be handled by forklift or crane.

[216-220 OMITTED]

### **220 USAGE**

Using the facilities of the port terminal including but not limited to the riverfront bulkhead, piers, wharves, warehouses, outside storage areas and any area of the property owned or operated by ProvPort or the Terminal Manager.

[221-224 OMITTED]

### **225 VESSEL**

Any floating craft of any description.

[226 OMITTED]

### **227 WHARF**

Any pier, quay, dock apron, berth, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of goods and merchandise.

[228-229 OMITTED]

### **230 WHARFAGE**

The charge assessed against the cargo or vessel on all cargo passing/crossing or conveyed over or onto wharves or between vessels when berthed at wharf or when moored in a slip adjacent to the wharf. Wharfage is for the exclusive use of the wharf (dock apron) and does not include charges for any other services.

[231-234 OMITTED]

### **235 WHARF DEMURRAGE**

The charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. No demurrage charges will be assessed after the vessel has begun to load. All wharf demurrage charges are for the account of the cargo.

[235-349 OMITTED]

## **SECTION II – GENERAL RULES**

### **350 APPLICATION OF TARIFF AND AMMENDMENTS**

This Tariff and its provisions are applicable to the ProvPort port facility lands at the Port of Providence, 35 Terminal Road, Providence, Rhode Island and any other lands being operated by the company. Charges, rates, rules and regulations published in this Tariff shall apply on and after the effective date of this Tariff or amended pages or special supplements thereof. This Tariff is subject to change without notice, except as required by law. ProvPort and the Terminal Manager, as facility operators shall be the sole judge as to the interpretation of this tariff. For the purpose of this document, “ProvPort” shall also include, unless specified, its exclusive Terminal Manager.

[351 OMITTED]

### **352 APPLICABILITY OF RATES AND CHARGES**

ProvPort, through the Terminal Manager, reserves the right to interpret and determine the applicability of any of the rates provided for herein and to assess charges or fees in accordance with any such interpretation and determination. ProvPort also delegates to the Terminal Manager the responsibility to determine the applicability of any rule or regulation as provided herein and to enforce any such rule or regulation with any such interpretation or determination.

[353-359 OMITTED]

### **360 CONSENT TO THE TERMS OF THE TARIFF**

The use of the Port Facility, referred to as ProvPort and/or “the facility” or “the port”, shall constitute consent to the terms and conditions of this Tariff and is a tacit agreement on the part of all vessels, their owners, agents and other users of the facility, to pay all charges specified in this Tariff, or any other applicable tariff and to be governed by all the rules and regulations contained herein and therein, respectively. Parties using the ProvPort facility are required to abide by all applicable city, state and federal regulations including, but not limited to; OSHA, USCG, EPA, DEM, DHS, DOT and will be held responsible for any violations of these regulations.

[361-369 OMITTED]

### **370 DISPUTES OR CLAIM PROTOCOL**

Any dispute or claim arising out of, or relating to this Tariff, or any breach thereof, shall be settled by arbitration in the State of Rhode Island in accordance with the Rhode Island Arbitration Act and judgment upon the award rendered by the arbitrator(s) may be entered by any appropriate court located in the county of Providence, State of Rhode Island. In the event that any other judicial action is required, it is agreed by the parties of this Tariff that the Superior Court of Rhode Island shall have jurisdiction in all the claims, disputes and actions arising under this Tariff and that the Laws of the State of Rhode Island shall govern all claims and disputes hereunder.

[371-379 OMITTED]



## **SECTION II – GENERAL RULES**

### **380 GENERAL APPLICATION**

General application of this Tariff applies to all cargo moving over the facilities of ProvPort, by any conveyance. Charges published in this Tariff may be assessed and collected by the facility on cargo delivered to, or received from; water, rail or motor carrier and shall be in addition to any applicable rates for transportation to or from the port. Cargo will not be received or delivered unless proper documents are furnished and credit has been established. The berths and piers operated by ProvPort must be kept open and fluid, ensuring efficient customer service. The facility is not obligated to provide services that are beyond the capacity of its labor, equipment or facilities.

[381-398 OMITTED]

### **390 GOVERNING LAW**

The terms and conditions under which goods are held and described in this tariff are performed and governed by the laws of the State of Rhode Island, the regulations of the United States Coast Guard, Department of Homeland Security and the general maritime law of the United States whichever is properly applicable.

[391 OMITTED]

### **392 FEDERAL MARITIME TRANSPORTATION SECURITY ACT (“MTSA”)**

Every Operator of a marine terminal or facility within ProvPort controlled lands for which a Facility Security Plan or an amended facility security plan is required by MTSA (DHS-USCG) under CFR 33 Part 105 shall prepare such a plan and obtain all necessary approvals in a timely manner and submit a copy of the plan to the ProvPort Facility Security Officer. For these purposes, “Operator” shall include all assignees, tenants, contractors and any person operating within ProvPort.

[393 OMITTED]

### **394 SECURITY**

ProvPort complies with all security requirements under state or federal regulations for the security of the facility, its tenants and users. ProvPort maintains a Facility Security Plan as required by CFR 33 Part 105 and the rules within govern the entry into the port facility. Anyone requiring access to the port facility must; possess a Transportation Workers Identification Credential (TWIC) and have business within the port. All persons entering the port facility are subject to search and vehicle inspection. Visitors or vendors that have business within the port must appear on a gate list and submitted to facility management forty-eight (48) hours in advance. Lists are created by tenant businesses or representatives for vessel operations. Anyone not in possession of a TWIC card must be escorted to their destination and must remain with or near a TWIC holder.

Film, videotape, or other image retention media used on ProvPort property to capture images of security sensitive sites, restricted areas or other critical infrastructure regulated by 33 CFR Part 105.260 is deemed a breach of ProvPort security and the media subject to confiscation and retention. Certain exemptions to this policy are only allowed upon advance notification to facility management and only for the following agencies; local or state police, USCG, DHS, facility employees or tenants within their scope of employment.

No weapons of any kind are allowed on facility property unless carried by local, state or federal agents in their respective line of active duty.

## SECTION II – GENERAL RULES

[395-399 OMITTED]

### **400 HOLIDAYS**

Holidays are days where the administrative offices are closed and labor may be subject to overtime. Arrangements can be made, in advance, for activity on holidays subject to overtime expenses. Holidays that fall on a Saturday will be observed on a Friday and holidays that fall on a Sunday will be observed on a Monday. The days listed below and any other holidays, as may from time to time, be determined by ProvPort Administrative/Operating Management.

#### **Holidays:**

- Christmas Holiday: (December 24<sup>th</sup> and December 25<sup>th</sup>)
- New Year’s Day Holiday: (December 31<sup>st</sup> and Jan 1<sup>st</sup>)
- Martin Luther King Jr Day
- Presidents Day
- Good Friday
- Memorial Day
- July 4th Holiday:
- Victory Day
- Labor Day Holiday:
- Columbus Day
- Veterans Day
- Thanksgiving Holiday: (Thanksgiving Day and Day after Thanksgiving)

[401-409 OMITTED]

### **410 LIABILITY**

ProvPort assumes no liability or responsibility for loss or damage to freight or cargo handled or transshipped through its facility, or remaining within its premises at any time, when such loss or damage is caused by one or more of the following: strike; riot; civil commotion; fire; explosion; smoke; dust; water; aircraft or other following object: change in temperature; relative humidity or other environmental condition; inherent vice of freight or cargo; windstorm; acts of God; terrorism; loss of power; refrigeration failure or theft; hereinafter known as “no liability events”. ProvPort shall be liable only for damage resulting from its failure to exercise due and proper care in performing the services and affording the facilities provided for herein. ProvPort assumes no liability for any vessel charges including demurrage. ProvPort assumes no liability or responsibility for consequential loss or damage irrespective of whether such loss or damage is the result of one or more no liability events or one or more other events whether concurrent or successively. Acceptance for use of the facility at ProvPort is recognition that the cargo landed on or contained in such facilities is at risk and expense of cargo owner. Any funds owed to ProvPort for services cannot be withheld to offset or satisfy claims against the facility for loss or damages. Claims must be filed with ProvPort within ninety (90) days from the date of said event.

[411-419 OMITTED]

### **420 LIEN**

Any and all services performed at ProvPort shall give rise to a lien of favor of the facility against the vessel, container, chassis or any other tangible property whatsoever.

## **SECTION II – GENERAL RULES**

[421-429 OMITTED]

### **430 MARKED WEIGHTS AND CAPACITIES, RESPONSIBILITY FOR**

The ship owner or its agent, shipper, exporter accepts responsibility for the accuracy of marked capacity, tare, gross and net weights appearing on or declared for all containers and break bulk cargoes offered to ProvPort. Consequences for such deficiencies and/or errors resulting in missed deliveries, miss-stows or damages to cargo and/or facility property will be for the account of the culpable party.

[431 OMITTED]

### **432 WEIGHT ON WHARVES**

ProvPort and/or the Terminal Manager reserve the right to define the maximum loading weights upon the wharves. No motor vehicular loading shall exceed the HS20-44 highway loading requirements as defined by the American Association of State Highway and Transportation Officials. No railway loading shall exceed Cooper E40 loading requirements. Loading exceeding those specified above may be admitted with permission by the Terminal Management.

[433-439 OMITTED]

### **440 TERMINAL MANAGER OF THE FACILITY**

ProvPort has appointed Waterson Terminal Services as its Terminal Manager and exclusive stevedore, except for certain exceptions within certain lease documents. As the Terminal Manager, WTS reserves the absolute right to use of the facilities it operates and permission for the use thereof must be obtained from the Terminal Manager.

[441-459 OMITTED]

### **460 NOT A PUBLIC THOROUGHFARE**

The property of ProvPort is private and is not a public thoroughfare. All persons entering thereon do so at their own risk. ProvPort reserves the right to refuse admittance to the facility and to require the removal from the premises of any person for any reason whatsoever.

[461 OMITTED]

### **462 TRESPASSING PROHIBITED**

No person without lawful business on the premises shall enter or be in or upon any dock or wharf or any other area within ProvPort. Furthermore, persons who enter areas where signs are posted as “RESTRICTED ACCESS” or “NO TRESPASSING” are subject for removal unless properly authorized to do so.

[463-469 OMITTED]

### **470 WARRANTY**

It is understood and agreed that ProvPort and the Terminal Manager, by performing services aboard ships or ashore, makes no warranty of its services and does not agree to indemnify the ship or any other person, firm or corporation for damages or expenses on account of liability for any reason.

## **SECTION II – GENERAL RULES**

[471-489 OMITTED]

### **490 PERSONAL INJURY AND PROPERTY DAMAGE**

The tenant, ship owner or agent and the Terminal Manager shall immediately notify the designated representative of the other, of any property damaged, or of any injury or death of any person which occurs during ProvPort or the Terminal Manager operations or through any actions of the tenant terminals within ProvPort. This notification shall occur immediately (as soon as incidents are known wholly or in part). Furthermore, the ship owner or agent and Terminal Manager shall cooperate fully with each other in developing full and complete information about the facts and circumstances of all such incidents, including the nature and extent of the damages or injuries resulted.

### **491 PARKING**

ProvPort is an active port, entrance and use of the facility is subject to the ProvPort Terminal Tariff, copies of which are available at the entrance gate by request. No owner or operator of any automobile, truck, trailer, or other vehicle shall park on any wharf, apron, or in any transit shed, or warehouse, or on any roadway on property owned by ProvPort except in designated areas. Designated areas are marked by signage or by direction of Waterson Terminal Services (WTS) management. ProvPort/WTS reserves the right to remove all vehicles not properly parked at owner's risk and expense. Failure to comply with these requirements may result in property damage or personal injury for which ProvPort Inc. and Waterson Terminal Services, LLC is/are not responsible.

[492-499 OMITTED]

### **500 LOSS OR DAMAGE**

Users of ProvPort property and facilities, including vehicles, common carriers, vessels, etc., their owners, agents and operators, shall be responsible for all damage resulting to, or resulting from the use of such property and facilities. Any damages must be immediately reported to the facility management.

ProvPort reserves the right to repair, replace, contract for the same or otherwise cause to be replaced or repaired any and all damages to the property and facilities including but not limited to; damages to docks, piers, bulkheads, wharves, warehouses, transit sheds, equipment, rail, utilities etc., and furthermore, ProvPort holds the user or users, their vehicles, common carriers, vessels, their owners, agents and operators or any other parties that may be considered and responsible for damages liable for payment of damages, together with all interests, cost and attorney's fees that may be incurred in the collection of the damage unless specified under separate agreement. ProvPort may detain any vehicle, common carrier, vessel etc., that it may consider responsible until sufficient security has been given to cover the potential damages, interest, costs and attorney's fees. This item is not to be construed as holding a user liable for any portion of damages caused solely by the facility operator's negligence.

[501-509 OMITTED]

### **510 FACILITY GATE HOURS**

ProvPort maintains twenty-four hour gate accessibility for the facility tenants and port users for vessel operations that meet the facility's security requirements. Normal business hours are from 0700hrs to 1700hrs, Monday through Friday. Break bulk cargoes require an appointment for loading and unloading. This appointment must be made by 1500hrs the day before service is requested. Trucks arriving without an appointment or late will be handled when possible as labor and time permit.

## **SECTION II – GENERAL RULES**

[511-519 OMITTED]

### **520 FACILITY RIGHTS**

ProvPort and the Terminal Manager reserve the right to control and perform the loading, unloading, handling, cooping, reconditioning, fumigation, weighing and sampling of all freight and cargo on premises and facilities under its control, unless otherwise specified and/or agreed upon.

[521-529 OMITTED]

### **530 WAIVER OF SOVEREIGN IMMUNITY**

Any user of the ProvPort facility in consideration for services performed waives any defense of sovereign immunity to charges, fees or damages sought to be recovered by ProvPort or the Terminal Manager.

[531-539 OMITTED]

### **540 WAREHOUSE AVAILABILITY**

The Terminal Manager will do its best to provide covered storage when requested, however neither ProvPort nor the Terminal Manager assumes responsibility for cargo damage when such space is unavailable. All such requests must be made in writing or agreed upon prior to cargo arrival at the facility.

[541-549 OMITTED]

### **550 WELDING, BURNING, HOT WORK**

The use of welding equipment and cutting torches on the berths or within the warehouses is strictly prohibited without prior permission from the Terminal Manager. Furthermore, vessels alongside the berths must report any welding, burning or other hot work and receive permission by the Terminal Manager.

[551-559 OMITTED]

### **560 WRITTEN INSTRUCTIONS**

To ensure the proper disposition and processing of cargoes, agents, foreign freight forwarders, custom house brokers and owners of the cargo shall furnish all instructions in writing.

[561-564 OMITTED]

## **SECTION II – GENERAL RULES**

### **565 UNLAWFUL TO USE WHARF OR PREMISES WITHOUT ASSIGNMENT OR PERMISSION**

No person or any vessel, owner, agent or operator thereof, shall use any berth, wharf, or other area, or make any vessel fast to any berth without consent of the Terminal Manager. For the purpose of this item, each day of twenty-four (24) hours or portion thereof, during which a violation exists or continues shall be considered a separate offense. Any vessel made fast to or moored within ProvPort in violation of this item shall be subject to removal by or at the order of the Terminal Manager and at the expense of such vessel and its agents or owner, to such other place designated by ProvPort. Furthermore, any delays and subsequent expenses to any scheduled port user will be for the account of the responsible party and may be subject to ProvPort fine of five thousand dollars (\$5,000.00) per day penalty.

[566-569 OMITTED]

### **570 STEVEDORING SERVICES**

All stevedoring (loading or discharging of vessels) will be subject to the rules and regulations of ProvPort and the Terminal Manager and must be performed in a manner satisfactory to ProvPort and the Terminal Manager, but neither ProvPort or the Terminal Manager assume responsibility for such work, unless specifically provided.

All stevedoring companies performing work at ProvPort shall be required to file with the facility management a certificate of insurance showing proper coverage for legal liability for damage to ProvPort property, cargo and/or personal injuries in the amount not less than two million dollars (\$2,000,000.00).

The cargoes provided for herein do not include insurance of any kind nor will such insurance be covered by ProvPort under their policies.

All stevedoring work and placement of cargoes must keep the roadways, rail lines and platforms on the berths and dock aprons clear and free for traffic.

[571-574 OMITTED]

### **575 FREE TIME**

Free Time for any cargo is determined on a case by case basis. Questions should be directed to the General Manager at 401-461-9900. ProvPort and/or the Terminal Management reserves the right to assess storage charges on any cargo or merchandise remaining on the dock after free time if cargo or merchandise remains unclaimed or without a storage agreement. Cargo or merchandise remaining on the dock after the expiration of free time may if all accrued charges thereon be not paid upon demand therefore take possession of said items and have the right to remove and store the same wholly at the charge, risk and expense of the owner thereof and may sell the cargo or merchandise at public auction with or without notice. The proceeds of such sale shall be applied to the charges accrued and expenses shall be held at the account of the owner. The owner remains responsible for any remaining expenses and shall be personally liable for payment.

## **SECTION III--FINANCE AND BILLING**

### **600 CREDIT**

ProvPort, at its discretion, may extend credit to any user of the port facilities upon application for credit and demonstration of financial responsibility. Credit worthiness may be established through current financial statements or other acceptable evidence of financial responsibility and by furnishing at least three satisfactory credit references including a bank reference. For newly incorporated companies or users not granted credit, ProvPort may extend credit to those customers who will post and maintain a Letter of Credit or Indemnity bond in the form and content, and with a company acceptable by ProvPort in an amount equal to the maximum liability for a period of time determined by ProvPort. Extension and continuation of existing lines of credit shall be conditioned upon the prompt payment of bills by the customer.

[601-609 OMITTED]

### **610 DETERMINATION OF CHARGES**

ProvPort reserves the right to weigh and measure any and all cargoes for the purpose of establishing terminal charges. Charges for this activity are for the account of the cargo. In lieu of measurements, ProvPort requires copies of the cargo Bill of Lading, Statement of Facts and Survey reports upon completion of cargoes.

[611-619 OMITTED]

### **620 FURNISHING OF BILLING INFORMATION**

Vessels, their owners, charterers or agents berthing at ProvPort shall be required to submit a completed Statement of Facts, cargo manifest, bills of lading, surveyors' reports, rail or motor carrier freight bills and any other transportation documents for the purpose of obtaining the data necessary for the correct assessment of charges, as well as any other information, which might be required for accurate billing of cargo and vessel charges. Facility management reserves the right to audit all documents and use such audits as a basis for charges. Failure to provide the required information may prohibit further use of the facilities.

[621-629 OMITTED]

### **630 MINIMUM BILLING**

The minimum invoice is two hundred dollars. (\$200.00)

[631-639 OMITTED]

## **SECTION III--FINANCE AND BILLING**

### **640 PAYMENT OF CHARGES**

Dockage charges are due and payable in advance to reserve and guarantee vessel berthing. All other charges invoiced by ProvPort, including storage, are due within ten days from invoice date unless otherwise agreed upon. Unless prior credit arrangements have been established, all dockage charges must be paid before departure of vessel. ProvPort reserves the right to withhold delivery of goods on which storage, handling or other charges have not been paid until such time as all charges have been paid in full.

For any cargo crossing the wharf the responsibility for payment of Tariff charges shall rest with those who perform the cargo operation on such shipments unless other arrangements have been made. Wharfage charges usually apply to the receiving terminal where applicable or owners of the cargo.

The responsibility for Tariff charges against a vessel shall rest with the local agent and/or owner of such vessel unless other arrangements have been made. Payment for services or miscellaneous charges is per terms of the agreement and listed on the invoice. ProvPort and the Terminal Manager may deny berthing, revoke berthing priority or provide services to any vessel, owner, charterer and/or applicable vessel agent for non-payment of past due invoices.

All invoices are payable in US Dollars (USD) unless specifically stated.

[641-649 OMITTED]

### **650 RIGHT TO OFFSET**

In no event can funds owed to ProvPort for services be withheld to offset claims against the facility for damage or loss.

[651-659 OMITTED]

### **660 ATTORNEY FEES FOR COLLECTION OF UNPAID DEBT**

If ProvPort deems it necessary to obtain the services of any attorney to collect any unpaid debt, then ProvPort shall also be entitled to collect its reasonable attorney's fees and all other cost of collection.

[661-669 OMITTED]

### **670 FAILURE TO PAY AND/OR CLAIM CARGO**

Failure to pay credit accounts within terms shall result in cancellation of credit privileges and the establishment of cash terms. ProvPort reserves the right to take possession of any cargo for any of the following reasons:

- i. Cargo remaining on the terminal more than ninety (90) days, unless arrangements have been made for an extension of storage time, or there is an agreed upon storage contract.
- ii. Non-payment of any invoice beyond ninety (90) days of date of invoice
- iii. Failure by owner to confirm ownership of cargo.

ProvPort reserves the right to dispose of cargo which falls into any of the three categories above; after all reasonable attempts to obtain payment for services or find proper ownership have been exhausted.

[671-679 OMITTED]



## **SECTION III--FINANCE AND BILLING**

### **680 LATE PAYMENT FEE**

A late payment fee will be assessed on billing that is unpaid after the date it is due, at a rate of one and one-half percent (1 ½%) per month or any fraction thereof. This penalty shall be compounded if not paid within the specified time period.

[681-689 OMITTED]

### **690 NOTIFICATION OF DISPUTED INVOICES**

Questions regarding the validity of invoices must be submitted in writing to ProvPort within fifteen (15) days of date of the invoice. Invoices not questioned within this fifteen (15) day period will be considered valid.

[691-699 OMITTED]

### **700 PENALTY FOR FAILURE TO PAY CHARGES OR FEES**

Every person who, by false returns or in any manner avoids the payment of all or any portion of any charge for dockage, wharfage, wharf demurrage, storage or any other charge or fee which is due from any source or cause is subject to the penalties and terms listed on the invoice or contract. Nonpayment after notification is subject to any additional expense incurred by ProvPort and/or the Terminal Manager through legal or other means. Failure to pay will remove any and all privileges regarding the use of the port facility or its services.

[701-749 OMITTED]

## **SECTION IV—VESSEL RULES**

### **750 BERTHS**

The Terminal Manager retains the sole right to assign berths. Vessels, their agents, owners and/or charterers requesting a berth at ProvPort do so knowing that neither ProvPort nor the Terminal Manager assumes any liability for any vessel related charges or costs. It is the responsibility of the tenant business and/or stevedore company using any berth and dock apron for vessel operations to return the berth to its condition before such work commenced. The areas must be clear and free of any debris, remaining cargo, equipment or other item associated with the cargo operation within twenty-four (24) hours after the completion of the vessel. If the area is not cleaned to the satisfaction of the port management then any appropriate actions to do so will be billed by ProvPort for all direct and indirect costs upon completion of the action.

[751-759 OMITTED]

### **760 BERTHING PRIORITIES**

It should be noted that ProvPort has contractual lease arrangements which may reference preferential berth rights. ProvPort and the Terminal Manager are not responsible for any direct or consequential damages related to vessels vacating or shifting within the berths. Conditional acceptance of berthing will list all required terms and any deviance will void the application. Vessels berthed at ProvPort may offer their dock space to another vessel requiring the same space and shift to another berth if agreed upon by ProvPort and only if dock space is available. Vessel may also vacate the premises. These arrangements are to be brokered between vessel owners, charterers or their respective agent and any agreements must be approved by ProvPort prior to acceptance of any terms. ProvPort assumes no liability nor expense for any demurrage or other expense. ProvPort and the Terminal Manager may deny berthing or revoke berthing priority to any vessel, owner, charterer and/or applicable vessel agent for non-payment of past due invoices.

[761 OMITTED]

### **762 BERTH APPLICATION**

All vessels, their owners, charterers or agents desiring to utilize the berths at ProvPort are required to file a berthing application at least seven (7) days in advance of the vessel arrival. ProvPort reserves the right to issue a standard berthing application form requesting specific information regarding the vessel, arrival or departure, the crew or the cargo. Berthing assignments will be at the sole discretion of ProvPort and/or the Terminal Manager. Copies of the crew list, gate list and receipt of dockage funds are required to complete the acceptance of any application.

[763-769 OMITTED]

### **770 BILLS OF LADING**

The owners, charterers or agents for vessels calling at ProvPort shall name ProvPort as an express beneficiary of all the Limitations of the Liability Provisions of its Bills of Lading whenever applicable.

[771 OMITTED]

## **SECTION IV—VESSEL RULES**

### **772 ACCESS TO SHIPPING RECORDS**

Vessels, their owners, charterers or agents berthing at ProvPort shall be required to submit a completed Statement of Facts, cargo manifest, bills of lading, surveyors' reports, rail or motor carrier freight bills and any other transportation documents for the purpose of obtaining the data necessary for the correct assessment of charges. Failure to provide the required information may prohibit further use of the facilities.

[773-779 OMITTED]

### **780 DISCHARGING OF BALLAST, RUBBISH OR SEWAGE**

Pumping ballast water or discarding rubbish, garbage, dunnage, sewage or any debris into the Providence River or onto the property of ProvPort may be restricted by law, any requests to discharge shall be sent to the appropriate authority with a copy to ProvPort. All vessels must comply with all Federal and State regulations and are liable for all violations. Vessels or their agents must utilize the certified carriers on file with ProvPort for the removal of any garbage or oily wastes. All expenses related to the disposal of any materials left on the facility property with or without permission is the full responsibility of the vessel. Any request to discharge clean ballast water must be made in advance in writing and submitted with the vessel's ballast water management plan.

[781 OMITTED]

### **782 DISCHARGE OF OIL INTO WATER IS PROHIBITED**

No person or vessel shall pump, discharge or deposit or cause or permit to be pumped, discharged or deposited or to pass or to escape in or into the waters of ProvPort any of the following materials or substances: oil, spirits, combustible liquids, coal tar, refuse, residual products of coal, petroleum, asphalt, bitumen or other carbonaceous materials. Any accidental discharge shall be immediately reported to ProvPort and the person or vessel responsible shall report the spill to USCG and make all efforts to contain the spill. All expenses accrued will be for the account of the responsible party.

[783-789 OMITTED]

### **790 DOCKAGE**

Dockage is assessed when a berthing application is submitted for a vessel. Dockage charges are assessed against the net registered tonnage of the vessel per twenty-four (24) hour period requested. Upon receipt of the Statement of Facts, any additional days agreed upon will be invoiced if applicable.

[791-799 OMITTED]

### **800 INDEMNIFY PROVPORT INC.**

Where any loss, damage, injury, death or delay occurs aboard the ship is caused in whole or part by breakdown, or by failure or fault or negligence of the ship's crew or officers, for which liability may be, or is thereafter asserted against ProvPort or the Terminal Manager, or where any such loss, damage injury, death or delay is the basis for a claim against ProvPort or the Terminal Manager, the ship's owners, charterers and agents will indemnify and hold ProvPort and the Terminal Manager harmless against any loss or damage that may be claimed, plus the cost of defense against such claims.

## **SECTION IV—VESSEL RULES**

[801-809 OMITTED]

### **810 MOVEMENT OF VESSELS**

Vessels berthed at ProvPort may be moved by the Terminal Manager at any time and at the expense of the vessel if deemed necessary to do so. Vessels may also be shifted within the facility on request of vessel owner, charterers or agents and upon the acceptance and under the direction of the Terminal Manager.

[811-819 OMITTED]

### **820 PAYMENT OF IDLE TIME**

Any idle time incurred by ProvPort or its Terminal Manager, through no fault of its own, as a result of any violations of any safety regulations due to conditions existing aboard ships, shall be paid by the ship owner, agent, charter party, shipper or receiver as designated by the agent.

[821-829 OMITTED]

### **830 PROTECTION TO BE EXTENDED TO PROVPORT**

To the exact extent allowed by law or government regulations, the ship owners, agents or charterers agree to extend to ProvPort and its Terminal Manager all defenses and rights of limitation against claims by others inuring to the carrier under the Carriage of Goods by Sea Act (COGSA), the Harter Act, and all Bills of Lading. The Himalaya Clause shall be included in all Bills of Lading specifically providing that all such defenses and rights of limitation shall apply to the benefit of stevedore and terminal/facility operators, and extending the coverage of COGSA to the period prior to loading and subsequent to discharge while cargo is in the custody of ProvPort. In the event that all Bills of Lading do not include a Himalaya Clause, an extension of COGSA, or a provision for shippers to effectively declare a higher value for their cargo it is agreed that the rights against ProvPort are waived and the ships owner or charterer or their agents accepts responsibility for that portion of any claim which exceeds the amount for which ProvPort would have been liable if there had been a valid Himalaya, COGSA Clause.

[831-839 OMITTED]

### **840 SHIP OWNERS AGREE TO INDEMNIFY**

Ship owners or their agents of vessels that call ProvPort agree to hold harmless and indemnify ProvPort and its Terminal Manager against any loss, expense or liability by reason of any damage or injury, including death, occurring as a result, direct or indirect, of permission granted by the ship owners or agents to employees or persons furnishing services to the ship, to be upon the premises of ProvPort, whether on land or water.

[841-849 OMITTED]

## **SECTION IV—VESSEL RULES**

### **850 RULES OF MANAGEMENT**

ProvPort and/or the Terminal Manager reserve the right to:

- Refuse to handle any commodity which, as determined by the facility administrators, is corrosive, may result in the contamination of other cargoes, may tend to damage equipment or is otherwise not suitable for handling at the facility under the prevailing circumstances.
- 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 facility. Vessels shall be berthed in the order determined by ProvPort to avoid overall delays.
- Require vessels occupying berths to work overtime continuously \*\* or as directed by ProvPort at the expense of such vessels, their owners, charterers and agents, to complete the loading and unloading operations when its determined by the facility administrators to be necessary to expedite the movement of vessels, to avoid congestion and/or to insure the fullest possible use of the port facilities.
- 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 facility.
- Require any vessel in berth to vacate the berth temporarily. Any costs associated with shifting such vessel required to vacate out of or into the berth will be for the account of the vessel. Twelve (12) hour notice will be given. In no event will ProvPort or its administrators be responsible for consequential damages associated with the vacating of the berth.

*\*\* This requirement includes the right of management to specify the number of gangs that will be used to maximize overall loading and/or discharge rates.*

### **851 USE OF VESSEL EQUIPMENT OR GEAR**

The use of ship's gear for the loading or unloading of bulk cargoes is strictly prohibited. The use of ship's gear or equipment for the loading or unloading of other cargoes must be approved by ProvPort and/or Terminal Management with prior written consent.

[851-852 OMITTED]

### **853 VESSEL VACATING BERTH**

All vessels which are not conducting cargo operations may be required to vacate their berths upon twelve (12) hours' notice from ProvPort. Failure to promptly vacate a berth after receiving notice to do so may result in the vessel being shifted and any expense or damage to vessels or pier during such shifting shall be for the account of the vessel.

[854 OMITTED]

## **SECTION IV—VESSEL RULES**

### **855 RIGHT OF INSPECTION**

ProvPort and the Terminal Manager are hereby authorized to enter and inspect any vessel to ascertain the kind, quantity, stowage, and character of merchandise or cargo thereon, or the condition in any respect; and are also authorized to enter and inspect any wharf, warehouse or other industry or establishment situated in the port facility for the purpose of carrying out the powers and duties imposed upon ProvPort by law. No person shall hinder any such officer or agent or refuse to allow him to enter such vessel or other premises for any of the purposes herein specified.

[856-859 OMITTED]

### **860 TUG ASSISTANCE**

Vessels docking or undocking at ProvPort are required to use tug assistance unless other arrangements have been made with the Terminal Manager. Failure to comply with this requirement could result in denial of a berth.

[861-869 OMITTED]

### **870 DOCUMENTATION CHANGES**

Parties requesting changes to bookings, lines, dimensions, parts etc., will be assessed charges for that activity. Please review the Terminal Manager Rates and Services listed in Section VII.

[871-879 OMITTED]

### **880 CARGO SEPARATION (SORTING)**

For import, export or domestic cargoes when requested by the owner or his agent, ProvPort and/or the Terminal Manager will separate cargo by mark, lot, bill of lading, or commodity. Charges will apply for this service.

[881-889 OMITTED]

### **900 CROSS DOCK**

ProvPort and/or the Terminal Manager must be notified in writing forty-eight (48) hours in advance so that sufficient manpower and equipment can be allocated.

[901-909 OMITTED]

### **910 DISPOSITION OF UNDELIVERED CARGO**

ProvPort and the Terminal Manager reserve the right to sell for accrued charges any cargo or merchandise which is unclaimed or refused by consignees, shippers, owners or agents after due notice has been mailed or delivered to such known parties, or ownership cannot be established.

[911-919 OMITTED]

## **SECTION IV—VESSEL RULES**

### **920 DOCK RECEIPT**

All export truck and rail deliveries must be accompanied by a dock receipt that clearly states the name, address and phone number of the party responsible for terminal charges. Any and all special cargo requirements must be clearly stated on the dock receipt and notification, in advance, must be made with ProvPort and/or the Terminal Manager. Rail dock receipts must be made at the facility prior to the arrival of the cargo. They may be faxed to 401-461-6240.

It is the responsibility of the Carrier, or other agent for the cargo, to present a dock receipt to ProvPort and/or the Terminal Manager before cargo will be accepted. Cargo arriving at ProvPort without a dock receipt will not be accepted unless agreed upon.

### **930 TRANSFER OF OWNERSHIP**

A change in ownership of cargo does not alter the status of free time, storage or wharf demurrage. If disputes arise after the transfer the ultimate responsibility for all charges is the original owner of the cargo.

[931-939 OMITTED]

### **940 HAZARDOUS MATERIALS**

Prior arrangements must be made for the handling of hazardous cargo. All hazardous materials must be properly documented, labeled and packaged according to applicable government regulations. ProvPort and the Terminal Manager reserve the right to refuse to handle and may require the removal from the facility any hazardous materials not meeting these requirements. Any party placing hazardous materials onto ProvPort property which are improperly labeled, documented or packaged will be held responsible for all charges related to bringing these materials into compliance with applicable law and/or removed from the facility.

In order to comply with the US DOT regulations (CFR 49 Parts 100-199), the following data is required for the delivery of hazardous cargoes to ProvPort.

- Complete Shipper's name, address and phone number for emergencies
- Carrier's name and address
- Complete Consignee name and address
- Proper DOT shipping name, aka the technical name of the chemicals involved
- Hazardous class of the material being shipped
- Kinds and number of containers and individual weights or total weight
- Labels required
- Shipper's certification, this must appear on every Bill of Lading or shipping document provided.
- Properly documented special instructions, exceptions or exemption information, if required
- All carriers offering hazardous materials for transportation shall have on file with ProvPort and the Terminal Manager a current copy of the carriers Hazardous Materials Certificate of Registration as required by CFR 40 Part 107.

[941-949 OMITTED]

## **SECTION IV—VESSEL RULES**

### **950 IMPROPERLY LOADED RAIL CARS**

Rail cars, which in the judgment of the facility operators are improperly loaded, will not be handled.

[951-959 OMITTED]

### **960 IMPROPER PACKAGING**

All cargo arriving at ProvPort for handling must be packed appropriately for export or import handling. Any cargo not properly packed where normal handling will be a hazard to employees or damage to cargo, will be rejected. ProvPort and/or the Terminal Manager will make the final decision as to whether or not cargo is packed properly.

### **970 MISCELLANEOUS CHARGES**

When services are performed by the facility, for which no specific charges are published in this tariff, the labor and equipment rates in this Tariff will apply (see Section VII). The cost for materials plus twenty percent (20%) will also apply. The party requesting will do so in writing and will be the party responsible for the accrued charges.

[971-979 OMITTED]

### **980 MISCELLANEOUS SERVICES**

These services are listed in the rates section of this Tariff. Any miscellaneous service not specifically listed will be covered under “Miscellaneous Charges”.

[981-989 OMITTED]

### **990 SERVICES NOT OTHERWISE PROVIDED FOR**

Nothing contained herein shall be construed as requiring the Terminal Manager to perform without charges any services not specifically provided for herein.

[991-999 OMITTED]

### **1000 RAILCAR LOADING AND UNLOADING**

The Terminal Manager must be notified a minimum of two (2) business days prior to the pending arrival of any rail cars to ProvPort. Rail cars may not be handled if the facility is unaware or if advance arrangements have not been made. ProvPort is not responsible for any demurrage charges as assessed to rail cars.

[1001-1009 OMITTED]

### **1010 GOVERNMENT INSPECTIONS**

Any government ordered inspection assistance will be billed on a time, equipment and material basis for the account of the cargo.

[1011-1019 OMITTED]



## **SECTION IV—VESSEL RULES**

### **1020 REMOVAL OF OBJECTIONABLE CARGO**

ProvPort or the Terminal Manager reserve the right to move freight or other material, which in its judgment is a hazard to personnel, property or other cargo. The cost of this transfer to another location is at the risk and expense of the owner of the material or cargo that has been judged a hazard.

[1021-1029 OMITTED]

### **1030 SAFETY**

Safety is the first priority of all facility and vessel operations. Compliance with all local, state, federal and international law where applicable, is mandatory for all parties using the facility, including but not limited to; vessel operators, charterers, owners, agents, freight forwarders, custom house brokers, shippers, receivers, truckers, crane and heavy equipment operators, surveyors and outside contractors.

[1031 OMITTED]

### **1032 FIRE FIGHTING APPARATUS**

No person shall obstruct or interfere with the free and easy access, or shall use, remove or in any manner disturb any fire extinguisher, fire hose, fire hydrant, or any part of the fire sprinkler system or other firefighting appliance or apparatus installed in or upon any wharf, warehouse or other building, except for the prevention or suppression of fire or for making necessary repairs or tests.

[1033-1039 OMITTED]

### **1040 SMOKING IS PROHIBITED**

Smoking in the warehouses, buildings, piers, dock aprons or near vessels handling flammable cargoes or fueling is strictly prohibited. Furthermore, smoking is prohibited within a vessel's restricted access perimeter.

[1041-1059 OMITTED]

### **1060 TRUCK WEIGHING AT SCALES**

The Terminal Manager will weigh trucks at the request of the customer and may ask for any inbound deliveries to be weighed. A charge will be assessed for this service and will be for the account of the cargo.

[1061-1069 OMITTED]

### **1070 TRUCK APPOINTMENTS FOR RECEIVING AND DELIVERY**

All truckers delivering or picking up cargo at ProvPort must have an appointment with the Terminal Manager. This appointment must be made by 1500hrs the day before the activity is to take place. An appointment can be made by calling 401-461-9900. Unscheduled trucks and trucks that are late will be handled as time and labor permit and there is no guarantee that unscheduled trucks or late trucks will be serviced.

[1071-1089 OMITTED]

## **SECTION IV—VESSEL RULES**

### **1090 WHARF DEMURRAGE**

Wharf demurrage are charges against the cargo or the vessel if the cargo remains on the pier after the expiration of free time. Cargo not removed by the end of free time will be subject to wharf demurrage charges as set forth in this tariff and will be placed in storage at the risk and expense of the cargo, including charges which may accrue as a result of such removal and storage.

[1091-1099 OMITTED]

### **1100 WHARFAGE**

All cargo received at the facility is assessed wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. Wharfage rates are quoted on a case by case basis, for any rate information please contact Sales and Marketing at 401-461-9900.

[1101-1299 OMITTED]

## SECTION V—RATES

### 1300 DOCKAGE

Dockage begins at the “all-fast” time as reported on the Statement of Facts and is based on a twenty-four (24) hour period from the “all-fast” time which constitutes as one day. The dockage period concludes upon the “last line” time. Any cargo operations conducted within the twenty-four (24) hour period constitutes a working day and full rates apply. Vessels not conducting cargo operations within the twenty-four (24) hour period may not qualify for “lay-berth” or “idle” status unless agreed upon prior to arrival. Please refer to Section 1, Item 109 for lay berth information. Unless otherwise provided by specific written agreement with ProvPort the following dockage rates apply:

- Self Propelled Vessels (0ft-699ft LOA) - \$0.37 per Net Registered Ton per twenty-four (24) hour period or fraction thereof OR, \$8.50 per vessel linear foot per day (whichever is greater). Minimum charge is \$1,500.00 per twenty-four (24) hour period.
- Self Propelled Vessels (699ft+ LOA) - \$0.74 per Net Registered Ton per twenty-four (24) hour period or fraction thereof OR, \$9.50 per vessel linear foot per day (whichever is greater). Minimum charge is \$1,500.00 per twenty-four (24) hour period.
- Non Self Propelled Vessels - \$1,500.00 per twenty-four (24) hour period or fraction thereof.

For vessels not conducting cargo operations within a twenty-four hour period (“**Lay-berth**”, “**Idle**” status) the following rates apply:

- Self Propelled Vessels (0ft-699ft LOA) - \$0.25 per Net Registered Ton per twenty-four (24) hour period or fraction thereof OR, \$5.75 per vessel linear foot per day (whichever is greater). Minimum charge is \$1,000.00 per twenty-four (24) hour period.
- Self Propelled Vessels (699ft+ LOA) - \$0.49 per Net Registered Ton per twenty-four (24) hour period or fraction thereof OR, \$6.30 per vessel linear foot per day (whichever is greater). Minimum charge is \$1,500.00 per twenty-four (24) hour period.
- Non Self Propelled Vessels - \$1,000.00 per twenty-four hour period or fraction thereof.
- “Touch and Go” Vessels - \$500.00 per vessel call. “Touch and Go” defined as any vessel berthing without line handling and held alongside by vessel propulsion for less than thirty minutes. Vessel remaining alongside for longer periods are subject to lay berth dockage rates as defined above.

[1301-1309 OMITTED]

### 1310 LINEHANDLING

Please see the Terminal Manager service rates in Section VII. Contractual obligations to certain tenant businesses within ProvPort may supersede the posted rates, please contact the Operations department at 401-461-9900 with any questions. To place line orders please dial 401-356-0800 or 401-461-9900.

[1311-1319 OMITTED]

## **SECTION V—RATES**

### **1320 FRESH WATER**

There are no guarantees to furnish any vessel or party with potable water unless agreed upon. Requests for potable water are to be made when submitted a berth application and prior to any vessel arrival. Please refer to the Terminal Manager Service rates in Section VII.

[1321-1329 OMITTED]

### **1330 VOLUME RATES**

Under certain circumstances, volume rates are available by prior agreement with the Facility management. To request volume rates, contact Sales and Marketing at 401-461-9900.

[1331-1339 OMITTED]

### **1340 TERMINAL STORAGE**

Storage is the service of providing warehouse or other facilities for the storing of inbound or outbound cargo after expiration of free time. Long or short term storage may be available as space permits and storage agreements are quoted upon request and non-transferrable. Questions should be directed to Sales and Marketing at 401-461-6240.

Cargo or merchandise which cannot be removed from the facility due to a general waterfront strike of five (5) calendar days or more will be subject to the following:

Cargo or merchandise on free time on the day said strike began will be continued on free time until the maximum free time allowed under the agreement has expired. Upon expiration of free time, the cargo or merchandise will be subject to daily storage under the storage agreement during each and every calendar month in which the strike is in effect. ProvPort and the Terminal Manager reserve the right to authorize storage rates for strikebound cargo without prior request.

[1341-1349 OMITTED]

### **1350 WHARFAGE CHARGES**

All wharfage charges are determined on a case by case basis and upon request for all bulk and break-bulk or project cargoes. Under certain circumstances, discounted rates are available with agreements to long or short term contracts with the Facility management. To request wharfage rates, contact Sales and Marketing at 401-461-9900.

[1351-1359 OMITTED]

### **1360 WHARF DEMURRAGE CHARGES**

The following charges are assessed against cargo or merchandise remaining in or on ProvPort property after expiration of free time unless prior arrangements have been made:

For covered storage; twenty cents (\$0.20) per hundred-weight per day for the first five days with a minimum charge of one hundred dollars (\$100.00) per day. After the first five days, forty cents (\$0.40) per hundred-weight per day and each succeeding day thereafter, with a minimum charge of two hundred dollars (\$200.00) per day.

For open areas; ten cents (\$0.10) per hundred-weight for the first five days with a minimum charge of four dollars (\$4.00) per day. After the first five days, twenty cents (\$0.20) per hundred-weight per day and each succeeding day thereafter, with a minimum charge of eight dollars (\$8.00) per day.

[1361-1369 OMITTED]

## SECTION V—RATES

### 1370 MISCELLANEOUS CHARGES

Please contact Sales and Marketing or Facility Operations directly if you need rate information for any of the following services:

- Labor
- Forklift Trucks
- Front End Loaders
- Crane
- Vessel Bunkers
- Vessel Stores deliveries
- Ship Repair
- Equipment Repair
- Waste Services

[1371-1379 OMITTED]

### 1380 SPECIAL SERVICE CHARGES

- |   |               |
|---|---------------|
| ▪ Cargo Sorting                             | Call for rate |
| ▪ Transfer of Cargo to long term storage    | Call for rate |
| ▪ Handling of Cargo to Place of Rest Inside | Call for rate |
| ▪ Tarping                                   | Call for rate |
| ▪ Heavy Lift / Project Cargo handling       | Call for rate |

[1381-1389 OMITTED]

### 1390 NON-FACILITY VENDOR SERVICE CHARGE

A two hundred-dollar (\$200.00) entry fee will be assessed for any outside vendor/contractor conducting business with vessels berthing at ProvPort. For vendors supplying bunkers to vessels a two hundred dollar (\$200.00) per truck fee (maximum fee of \$1,000) and/or, a one thousand dollar (\$1,000.00) per bunker barge fee will be assessed. We ask that all gate lists now list how many vehicles/trucks etc. will be entering the port facility for each vendor. As a courtesy to mariners, there are no vendor service charges associated with crew changes or transportation.

All vendors providing crane service at ProvPort shall be assessed a fee of ten percent (10%) of the gross rental based on the equipment usage with a minimum charge of five hundred dollars (\$500.00). The fee is exclusive of manpower required to operate said equipment and documentation must be provided to ProvPort either by the vessel or the vessel agent upon completion of the work for billing purposes.

The vendor service charge will be billed to the attending vessel agency unless previously agreed upon by the Terminal Manager. ProvPort Tenant businesses leasing property at the Port are excluded from the above charge.

[1391-1394 OMITTED]

## **SECTION V—RATES**

### **1395 SECURITY ASSESSMENT**

All vessels using the port facility are subject to a twenty percent (20%) security assessment which is applied to the total dockage charge. Security charges assessed to dockage are invoiced through the applicable attending vessel agency unless otherwise agreed upon.

All general bulk and break bulk cargoes crossing the wharves are assessed a nine cent (\$0.09) per short ton security assessment which is included and referenced in the wharfage charge. All petroleum, caustic or propane cargoes crossing the wharves are assessed a fifteen cent (\$0.15) per short ton security assessment which is included and referenced in the wharfage charge.

[1396-1399 OMITTED]

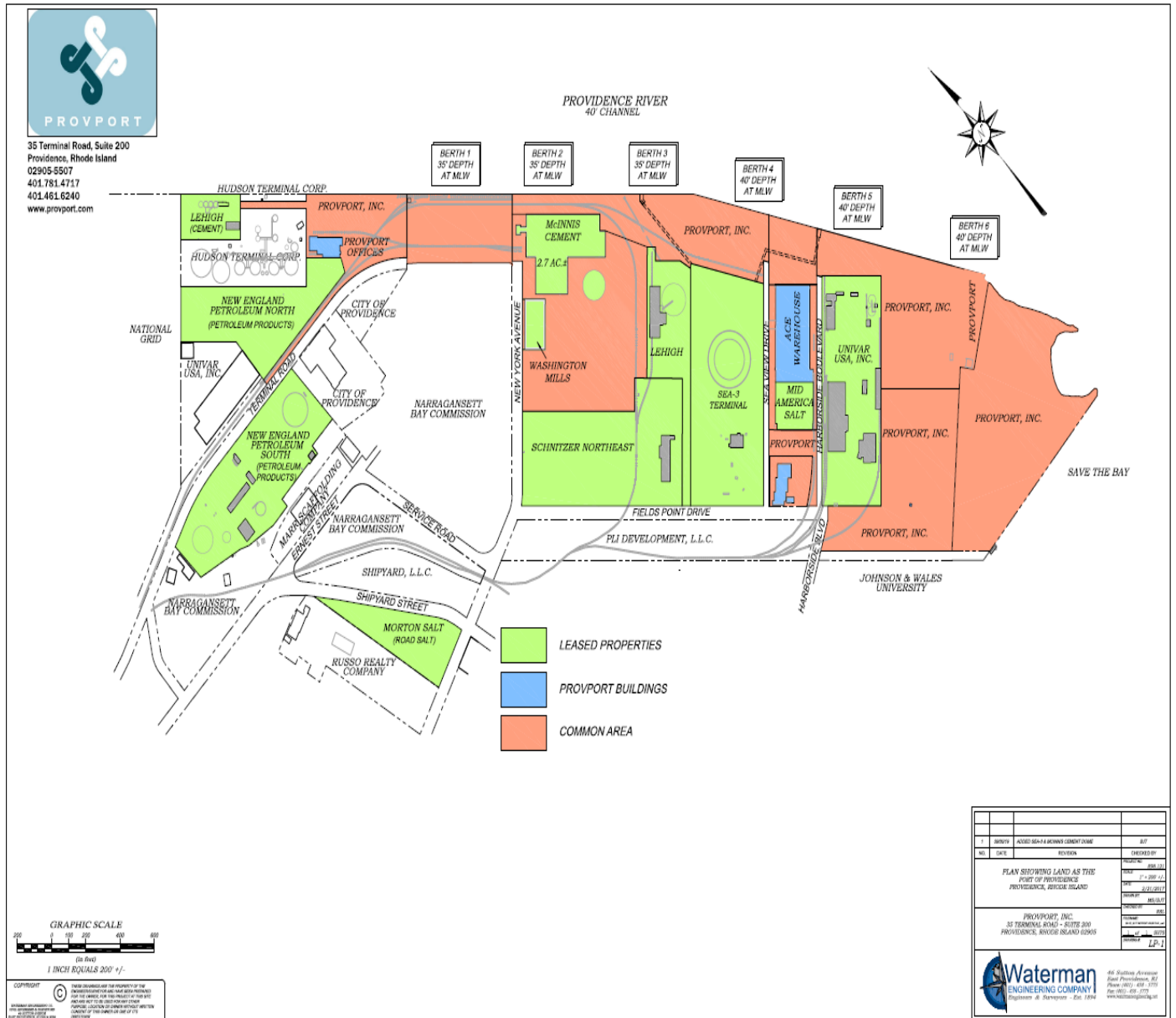
### **1400 SECURITY DETAILS**

ProvPort security is provided every day and covers all entry screening under MTSA requirements for Federal marine facilities. Additional port security provides routine patrols throughout ProvPort however it does not provide access control to any vessel unless previously arranged. Port tenant businesses that interface with the vessel are required to provide access control to these vessels during their cargo operations. ProvPort reserves the right to require vessels to hire additional security details for any reason, including, but not limited to crew detainees, escort services, and during periods of high vessel and/or dock traffic. Should any vessel require additional security, details can be arranged either through the Terminal Manager, or the attending vessel agency prior to any vessel arrival. For ProvPort furnished details, the hourly charge is forty dollars per security guard per hour (\$40/hr).

[1401-1499 OMITTED]

# SECTION VI—GENERAL FACILITY DIAGRAM

## 1500 PROVPORT



[1501-1699 OMITTED]

## SECTION VII—WTS RATES & SERVICES

### 1700 LINEHANDLING

#### **Rates:**

Business days (0601hrs-2400hrs)	\$1,980.00 Lines in; \$1,980.00 Lines out
Business days (0001hrs-0600hrs)	\$2,640.00 Lines in; \$2,640.00 Lines out
Weekends, “Regular” Holidays	\$2,640.00 Lines in; \$2,640.00 Lines out
“Super” Holidays	\$4,840.00 Lines in, \$4,840.00 Lines out

#### **Special Rates:**

- **Steel cable mooring lines or Trans-load Operations**

Business days (0601hrs-2400hrs)	\$4,290.00 Lines in, \$4,290.00 Lines out
Business days (0001hrs-0600hrs)	\$4,620.00 Lines in, \$4,620.00 Lines out
Weekend or “Regular” Holidays:	\$4,620.00 Lines in, \$4,620.00 Lines out
“Super” Holidays:	\$8,800.00 Lines in, \$8,800.00 Lines out

- **Liquid Propane Carriers**

Business days (0601hrs-2400hrs)	\$6,490.00 Lines in; \$4,290.00 Lines out
Business days (0001hrs-0600hrs)	\$6,820.00 Lines in, \$4,620.00 Lines out
Weekend or “Regular” Holidays:	\$6,820.00 Lines in; \$4,620.00 Lines out
“Super” Holidays:	\$13,200.00 Lines in; \$8,800.00 Lines out

- **Davisville, Rhode Island Vessels \*Pier 1**

Business days (0601hrs-2400hrs)	\$1,980.00 Lines in; \$1,980.00 Lines out
Business days (0001hrs-0600hrs)	\$2,640.00 Lines in; \$2,640.00 Lines out
Weekends, “Regular” Holidays	\$2,640.00 Lines in; \$2,640.00 Lines out
“Super” Holidays	\$4,840.00 Lines in, \$4,840.00 Lines out

- **Davisville, Rhode Island Vessels \*Pier 2**

Business days (0601hrs-2400hrs)	\$2,780.00 Lines in; \$1,980.00 Lines out
Business days (0001hrs-0600hrs)	\$3,030.00 Lines in; \$2,640.00 Lines out
Weekends, “Regular” Holidays	\$3,030.00 Lines in; \$2,640.00 Lines out
“Super” Holidays	\$5,295.00 Lines in, \$4,840.00 Lines out

#### **Special Circumstances/Notes:**

The above rates are for a four-hour time period any time after four hours will be prorated by the hour for whole hours only

Special rates may apply for other class vessels, please contact our Operations Dept.

#### **Definitions:**

- “*Super Holidays*”: Christmas, Thanksgiving, New Years Day, Labor Day, July 4<sup>th</sup>



## SECTION VII—WTS RATES & SERVICES

### **Holidays:**

- Christmas Holiday: December 24<sup>th</sup> and December 25<sup>th</sup>
- New Years Day Holiday: December 31<sup>st</sup> and Jan 1<sup>st</sup>
- Martin Luther King Jr Day
- Presidents Day
- Good Friday
- Memorial Day
- July 4th Holiday:
- Victory Day
- Labor Day Holiday:
- Columbus Day
- Veterans Day
- Thanksgiving Holiday: Thanksgiving Day and Day after Thanksgiving

### **Special Circumstances/Notes:**

- If a holiday falls on a Saturday the holiday will be celebrated on Friday. If a holiday falls on a Sunday the holiday will be celebrated on the Monday. The holiday schedule is the same as State and Federal offices.
- Line orders for Holiday arrivals need to be placed by 1500hrs on the last working business day prior to the Holiday. Line orders for weekend arrivals also need to be placed no later than Friday at 1500hrs.
- Cancellations and/or revisions to vessel arrivals with more than 24 hours notice will not be billed.
- One Cancellation and/or revision is allowed for vessel non-arrival with an eight (8) hour notice. Further cancellations will be invoiced at the going rates for notifications less than 24hrs.
- Cancellations will not be accepted between 2100hrs and 0600hrs.

[1701-1799 OMITTED]

## SECTION VII—WTS RATES & SERVICES

### 1800 POTABLE WATER SERVICE

#### Rates:

##### *Labor---*

Straight Time (0700-1600hrs)	\$600.00 includes hookup and disconnect
Overtime (0001-0700hrs & 1600-2400hrs)	\$800.00 include hookup and disconnect
Weekend or “Regular” Holiday:	\$800.00 includes hookup and disconnect
“Super” Holidays	\$1,600.00 includes hookup and disconnect

##### *Water---*

\$4.00 per Ton, 100 Ton minimum charge

#### Special Circumstances/Notes:

- Potable water service can only be guaranteed by a request prior to vessel arrival.
- Requests made during vessel port call will be done on a “first come, first served” basis and with no guarantee. Water measurements are made via Port furnished water meter and backflow device and read in cubic feet.
- 100 tons of water = 24,000 gals of water = 32 HCF of water
- 1 HCF (hundred cubic feet) = 748 gallons of water = 3 tons of water.
- 240 gal of water = 1.0 ton of water.