

PORT OF PORT ANGELES

TERMINALS TARIFF NO. 200

(Cancels and replaces Terminals Tariff No. 100)

ITEM 1

TITLE PAGE

NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

Naming: Rules, Regulations and Rates for

Wharfage, Loading and Unloading, Wharf Demurrage, Handling, Service and Facilities Charge, Dockage and Other Services at:

The Port of Port Angeles

ISSUING AGENT:

Michael Nimmo

Telephone (360) 457-8812

FAX (360) 452-1129

e-mail miken@portofpa.com

Issued by:

Port Angeles Port Commission

P. O. Box 1350

Port Angeles, Washington 98362

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Effective January 1, 2009

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ITEM 15
ABBREVIATIONS

| | |
|---------|------------------------------|
| \$ | -Dollars |
| % | -Per Centum |
| BBL | -Barrel |
| BM | -Board Measure |
| Cu. Ft. | -Cubic Foot or Feet |
| Cu. T. | -Cubic Ton (40 Cu. Ft.) |
| FMC | -Federal Maritime Commission |
| ft. | -Foot |
| Hdlg. | -Handling |
| KD | -Knock Down |
| Lbs. | -Pounds |
| Ldg. | -Loading |
| LOA | -Length-over-all |
| M | -Thousand |
| Meas. | -Measurement |
| Misc. | -Miscellaneous |
| NOS | -Not Otherwise Specified |
| Sec. | -Section |
| Stor. | -Storage |
| SU | -Set Up |
| Sq. Ft. | -Square Foot |
| Unl. | -Unloading |
| Viz. | -Specifically |
| Wfg. | -Wharfage |
| Wt. | -Weight |

ITEM 18
METRIC CONVERSIONS

Metric Conversion factors to be employed in determination of charges assessed under this tariff are as follows:

| <u>Measure</u> | <u>Metric Equivalent</u> |
|--------------------|--------------------------|
| 1 lb. | .4536 Kilogram |
| 1 Ton of 2000 lbs. | 907.2 Kilogram |
| 1 Inch | 2.54 Centimeter |
| 1 Foot | .3048 Meters |
| 1 Yard | .9144 Meters |
| 1 Cubic Foot | .02272 Cubic Meters |
| 40 Cubic Feet | 113.27 Cubic Meters |

| <u>Measure</u> | <u>English Equivalent</u> |
|----------------|----------------------------------|
| 1 Kilogram | 2.2046 lbs. |
| 1000 Kilograms | 2204.6 lbs. or 1.1023 Short Tons |
| 1 Centimeter | .3937 inches |
| 1 Meter | 39.37 inches |
| 1 Cubic Meter | 35.314 Cubic Feet |

Metric Conversion Table

| <u>To Find</u> | <u>Given</u> | <u>Multiply</u> |
|-------------------------------------|-------------------------------------|------------------------------|
| Metric Tons | Short Tons | Short Tons by 0.907 |
| Short Tons | Metric Tons | Metric Tons by 1.102 |
| Metric Tons | Long Tons | Long Tons by 1.016 |
| Long Tons | Metric Tons | Metric Tons by 0.984 |
| Kilograms | Pounds | Pounds by 0.4536 |
| Pounds | Kilograms | Kilograms by 2.2046 |
| Cubic Meters | Measurement Tons (40 cubic feet) | Measurement Tons by 1.133 |
| Measurement Tons (40 cubic feet) | Cubic Meters | Cubic Meters by 0.883 |
| Cubic Meters | MFBMs (ft. BM in thousands) | MFBMs by 2.36 |
| MFBMs (ft. BM in thousands) | Cubic Meters | Cubic Meters by 0.424 |

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No commodities listed

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No commodities listed

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No commodities listed

X

No commodities listed

Y

No commodities listed

Z

No commodities listed

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SECTION ONE – GENERAL RULES AND REGULATIONS

ITEM 100 **LIMITS OF LIABILITY**

No provision contained in this tariff shall limit or relieve the Port of Port Angeles from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Port Angeles from liability for its own negligence.

ITEM 101 **APPLICATION OF TARIFF**

(A) NOTICE TO PUBLIC

This tariff is published and filed as required by law and is, therefore, notice that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

(B) USE OF FACILITIES, DEEMED ACCEPTANCE

Use of wharves or facilities shall be deemed an acceptance of this tariff and the terms and conditions named herein.

(C) RATES SUBJECT TO CHANGE

The rates named in this tariff are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Port Angeles resulting in an increase cost of service, the rates are subject to change, on or after effective date filed with the F.M.C. or the charge for service may be assessed on the Man-Hour basis as provided in [Item 402](#).

(D) TARIFF EFFECTIVE

The rates, charges, rules and regulations named in this tariff additions, revisions or supplements thereto, shall apply on all freight received at terminal on or after effective date of this tariff or effective dates of additions, revisions or supplements thereto, provided, however, that when terminal charges have been prepaid at point of origin, at the terminal tariff rates in effect on date of shipping, such rates prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. Unless otherwise specified, all transit freight received at the terminal and undelivered prior to effective dates of tariff, revisions or supplements thereto, shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn.

(E) LIABILITY FOR DAMAGE

The vessel assumes liability for damage caused to port facilities by the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

ITEM 102

RIGHTS OF OPERATION AND AGREEMENT RESERVED

(A) RIGHT OF OPERATION RESERVED

Right is reserved by the Port of Port Angeles to furnish all equipment, supplies and materials and to perform all services in connection with the operation of their facilities under rates and conditions named herein.

(B) RIGHT OF AGREEMENT RESERVED

Right is reserved by the Port of Port Angeles to enter into agreements with carriers, shippers, consignees and/or their agents concerning rates and services providing such agreements are consistent with existing local, state and national law governing the civil and business relation of all parties concerned.

(C) LABOR EMERGENCY

When by reason of strike, boycott, walkout or other condition affecting longshore labor supply or port ability to provide, or permit, necessary functions of labor in connection with the receipt and delivery of cargo on a port wide basis, the Executive Director may declare a period of "Labor Emergency" to exist.

During the period of Labor Emergency, the duration of which shall be fixed by the Executive Director in recognition of the nature of the emergency encountered, the congestion of facilities, duration of labor disruption, accumulation of cargo involved and other similar factors, Free Time (See [Item 206](#)) may be extended, Demurrage Charges (See [Item 109](#)) may be waived. Subject to Notes 1, 2 and 3.

Note 1: The duration of the Labor Emergency in no case may exceed a period concurrent with the period of actual work stoppage and five work days after.

Note 2: Cargo of Free Time shall obtain an extension of that Free Time period equal to the duration of the Labor Emergency.

Note 3: Cargo on Demurrage at the onset of the period of Labor Emergency shall be relieved of the payment of demurrage charges during the period of Labor Emergency and shall instead be assessed Storage Charges for that period. Demurrage status shall be restored with the expiration of the Labor Emergency.

ITEM 103
RESPONSIBILITY

(A) RESPONSIBILITY FOR LOSS, DAMAGE OR DELAYS

The Port of Port Angeles will not be responsible for any loss or damage, caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combination, riots, or strikes or any persons in its employ or in the service of others or for any consequences arising therefrom, except to the extent that any of the aforesaid loss or damage results from negligent acts or omission of the Port, its employees or agents, (Subject to [Item 100](#) herein.)

(B) LIABILITY FOR DAMAGES AND/OR INJURY

If and when others than the Port of Port Angeles are permitted to perform services on the wharves or premises of the terminal company, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such person, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify Port of Port Angeles for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such persons shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, experts fees and attorneys fees.

The indemnification, hold harmless, and non-liability provisions of this section do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the Port, its employees or agents.

(C) DUE DILIGENCE

The Port will not be responsible for any loss damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port. (Subject to [Item 100](#) herein.)

ITEM 104
SHIPPERS REQUESTS AND COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the Executive Officer, Northwest Marine Terminal Association, Inc., P. O. Box 5684, Bellevue, Washington, 98006.

ITEM 105
ACCEPTANCE, RETENTION AND DELIVERY OF FREIGHT

(A) RIGHT TO REFUSE FREIGHT

Right is reserved by the Port of Port Angeles, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive or unload or to permit vessels to discharge freight for which previous arrangement for space, receiving, unloading, or handling have not been made by shipper, consignee or carrier. Freight deemed offensive, perishable, or hazardous, or freight not packed in containers suitable to standing ordinary handling incident to its transportation can also be refused under these provisions.

(B) RIGHT TO REMOVE, REPILE, TRANSFER OR WAREHOUSE FREIGHT

Hazardous or offensive freight which, by its nature, is liable to damage other freight, is subject to immediate removal either from the wharf or wharf premises with all expense and risk of loss or damage for the account of owner, shipper or consignee.

Freight remaining on wharf or wharf premises after expiration of free time, as defined herein, and freight shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouse with all expense and risk of loss or damage for account of owner, shipper, consignee, or carrier as responsibility may appear. (Subject to [Item 100](#) herein.)

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.

(D) RIGHT TO SELL FREIGHT

Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, provided owner has been given reasonable notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND INFLAMMABLES

Explosives and hazardous or highly inflammable commodities or material may only be handled over, or received on, the facilities of the Port of Port Angeles by special arrangement with, and at the option of the Port of Port Angeles and subject to Federal, State and City rules and regulations.

(F) FREIGHT AT OWNER'S RISK

Owner, shipper, consignee, or carrier as responsibility may appear shall assume all risk of loss or damage to glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels except to extent such losses or damages are occasioned by any acts or omission of the Port, its employees or agents. (Subject to [Item 100](#) herein.)

ITEM 106 **RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS**

Unless otherwise excepted, prior arrangements must be made with the Port of Port Angeles when freight is to be received from, or delivered to, trucks, drays or water carriers on Saturdays, Sundays, holidays or during hours when, under working rules governing labor, the payment of overtime to checkers is necessitated.

Checking from trucks during overtime hours when freight is received from or delivered to trucks during hours when the payment of overtime is necessitated and the terminal is required to check same or to furnish receipts for the freight, the full time, including standby time, of checker employed to receive or deliver such freight, shall be charged against the truck company, its owners or operators. This rate will be charged in accordance with the rates provided for under Man-Hour Schedule, [Item 402](#) and [403](#).

ITEM 107 **CHECKING OF FREIGHT**

(A) DEFINITION OF CHECKING

Checking means the service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

(B) CHECKING RESPONSIBILITY LIMITED

1. In performing the service of checking, the Port of Port Angeles will accept no responsibility for concealed damage nor for the condition of contents of containers, whether or not receipts so state.
2. Except when freight is accepted for storage and is transferred to designated storage locations, freight from vessels will only be accepted for delivery, and receipts for such freight will only be issued, subject to outturn at delivery.

ITEM 108
COLLECTION AND GUARANTEE OF CHARGES AND VESSEL BERTH
RESERVATION

Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the customer that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations. (Conditions, imposed by the Port, for waiver of cash in advance requirements, are specified in "Conditions of Berth Reservation" - which is incorporated into this tariff under [Item 108\(C\)](#)).
2. By the owner, shipper, or consignee before cargo leaves the custody of the terminal.
3. For all charges on perishable cargo or cargo of doubtful value and household goods.

All estimates of Port charges are subject to approval and/or adjustment by the Port.

ITEM 108(B)

**PORT OF PORT ANGELES
SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

| | | | | |
|-------------------------------------|------------|--|-----|------|
| | | | | Date |
| Vessel | Voyage No. | LOA | ETA | ETD |
| Vessel Owner/Line | | Berth Desired | | |
| Vessel Charterer | | | | |
| To Load (Commodity Type and Amount) | | To Discharge (Commodity Type and Amount) | | |
| Terms of Affreightment | | Terms of Affreightment | | |
| Agency Firm | | Authorized Individual | | |

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

| Category of Port Charges | Party Responsible for Payment | Estimated Dollar Amount | For Port/Dock Operator Use |
|-------------------------------------|-------------------------------|-------------------------|----------------------------|
| 1. Dockage | | | |
| 2. Wharfage | | | |
| 3. Service and Facility Charge | | | |
| 4. Handling | | | |
| 5. Misc. (Water, Electricity, Etc.) | | | |
| 6. Security Fee | | | |

Total Estimated Charges: \$ _____

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

| | | |
|-------|---------------|-----------------|
| Date: | (Berth Agent) | (As Agent Only) |
|-------|---------------|-----------------|

Acceptance of Financially Responsibility for Payment

In connection with the Application for Vessel Berth Reservations dated _____, 20____, the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

| | | | |
|---|------------------------|--|----------------------------|
| Category of Port Charges Line item(s) No. | | | For Port/Dock Operator Use |
| (Name of Company) | (Authorized Signature) | | |
| Category of Port Charges Line item(s) No. | | | |
| (Name of Company) | (Authorized Signature) | | |
| Category of Port Charges Line item(s) No. | | | |
| (Name of Company) | (Authorized Signature) | | |

Note: Pursuant to Port of Port Angeles Tariff Rule No. 108, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 108(C)

**PORT OF PORT ANGELES
CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Rule 108 in the Port of Port Angeles Terminals Tariff No. 200, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 1. That party responsible has established credit worthiness acceptable to the Port; or
 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 109
DEMURRAGE, DELAYS AND WAIVER OF CHARGES

(A) DEMURRAGE – TRANSPORTS OR VESSELS

In furnishing the service of ordering, billing out, loading or unloading cars, or of handling to and from vessels, no responsibility for any demurrage whatsoever on either cars or vessels will be assumed by the Port of Port Angeles. (Subject to [Item 100](#) herein)

(B) DELAYS, WAIVER OF CHARGES

Delays in loading, receiving, delivering, or handling freight arising from combinations, riots, or strikes of any persons in the employ of the Port of Port Angeles or in the services of other or arising from any other cause not reasonably within control of the Port of Port Angeles, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage or any other terminal charges or expenses that may be incurred.

ITEM 110
BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS

No vessel will be permitted to berth at a facility of the Port of Port Angeles without having first made assignment and without such an assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of the freight to be loaded or discharged.

(B) BERTH ASSIGNMENT CONDITIONAL

Berth assignments made by the Port of Port Angeles are subject to alteration and revocation in the following conditions:

1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of delay and may be reduced or avoided by the use of the berth of another vessel which is capable of cargo loading or discharge at the berth.
3. Whenever the Port deems a danger of congestion exists any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply the Port may order the vessel to vacate the berth.

4. Whenever any vessel occupies a berth provided with special purpose equipment or facilities which are not required to facilitate the cargo operations of such vessel the Port may, when faced with an urgent need to employ such equipment or facilities in connection with a cargo movement fitted to their use, may require the vessel on berth to work around-the-clock or at overtime expense to clear the berth as soon as possible or order the vessel to vacate the berth.

Any vessel ordered to vacate a berth in such circumstances will be assigned another berth if a satisfactory alternate is available or shall be permitted to return to the original berth immediately after the second vessel has completed cargo operations or has vacated the berth for any other reason, provided the conditions which caused the original issuance of the order to vacate are deemed by the Port to exist no longer.

All costs of extra or overtime labor, pilotage, shifting, tug-hire, linesman or those of any description rising from the requirements of the Port under these rules shall be for the vessels account.

ITEM 111 **VESSELS REQUIRED TO MOVE**

(A) ORDERS TO VACATE BERTH

Order to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case shall such orders require a vessel to vacate in less than 12 hours from the time the order is issued and tendered to the vessel.

(B) PENALTY FOR REFUSAL TO VACATE BERTH

Whenever an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a penalty dockage rate of \$525.00 per hour for each hour the vessel remains on berth after such order has been issued or tendered to the vessel.

At its option the Port may effect the removal of a vessel from berth at the expiration of the time period specified in the Order to Vacate with all risks, liability and expense for the vessel's account. The alternatives permitted the Port under these rules shall be a choice solely to the discretion of the Port.

ITEM 112 **MANIFESTS REQUIRED OF VESSELS**

Masters, owners, agents or operator of vessels are required to furnish the Port of Port Angeles with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Port Angeles. Such manifests must also designate the basis of the weight or measurement on which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

ITEM 113
APPLICATION OF RATES

(A) GENERAL APPLICATION OF RATES

Unless specifically provided for otherwise, rate names in this tariff are in cents per 1,000 Kilograms or per cubic meter or per 1,000 feet board measure, according to vessel manifest or lading covering shipment when not in connection with vessel.

(B) SPECIFIC COMMODITY RATES PREVAIL

Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or general commodity rates.

ITEM 114
CLASSIFICATION OF TRAFFIC

Vessels, the trade routes on which they operate, and the cargo which they handle are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transhipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classifications whether or not such cargo is moving on through rates and/or through bills of lading:

(A) ALASKA TRAFFIC

All cargo between Washington ports and ports in Alaska, including Aleutian Islands, whether direct or via British Columbia ports.

(B) COASTWISE TRAFFIC

All cargo between points on the Pacific Coast between the Mexican and Canadian boundaries, including cargo via Canadian ports.

(C) FOREIGN AND NON-CONTIGUOUS TRAFFIC

All cargo shipped from or destined to any point not within the limits of the contiguous boundaries of the U.S.A.

(D) INTERCOASTAL TRAFFIC

All cargo moving between the Pacific Coast and Atlantic or Gulf Coasts of the U.S.A.

(E) OFFSHORE TRAFFIC

All cargo not otherwise specifically defined herein.

ITEM 115
INSURANCE

No insurance is included in the rates named in this tariff.

ITEM 116
STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT

(A) CARE IN THE PERFORMANCE OF OPERATIONS

The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Stevedore, of the vessel being stevedored or any other party.

(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

(C) STEVEDORE AND PORT INDEPENDENT CONTRACTORS

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.

(D) STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

1. Make use of appropriate facilities and equipment furnished by the Port.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port in all respects by (I) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise;(II) determining the equipment needed for the operation; and (III) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

(E) PORT SHALL SUPPLY EQUIPMENT, FACILITIES AND SERVICE

(Subject to [Item 100](#) herein.)

1. The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:
 - a. Access, for Stevedore employees, to Port property at the places and in the manner as may be approved by the Port.
 - b. Emergency office and telephone usage.
 - c. Port equipment to the extent it is available, required, and dedicated to stevedore use.
2. All Port equipment utilized by the stevedores in performing its work is expressly understood to be under the direction and control of the stevedore and the stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the stevedore to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.
3. All such equipment will be properly used by the stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the stevedore shall pay for the damage to such equipment.
4. Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as received, normal wear and tear excepted.
5. It shall be incumbent on the stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy himself that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

(F) STEVEDORE WARRANTY

As a condition to the right to conduct business or operate on Port property the stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the stevedore shall defend, indemnify and save harmless, and reimburse the Port for all such losses, suits, claims, damages, or liabilities to the extent of the stevedore's liability therefore. (Subject to [Item 100](#) herein.)

(G) INDEMNITY

(Subject to [Item 100](#) herein.) The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses or expenses (including attorney's fees) for the injury to or death of any of the stevedore's employees, agents or invitees, or for damage to or destruction of stevedore's property. The stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable.

1. The indemnification, hold harmless, and non-liability provisions of (G) do not apply to losses, damages, or injuries to the extent such losses, damage, or injuries are occasioned by any acts or omissions of the Port, its employees or agents.
2. The stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(H) INSURANCE

(Subject to [Item 100](#) herein.) The stevedore shall obtain, and shall maintain, the following insurance coverage.

1. Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.
2. Comprehensive General Liability (including coverage for automobile liability and property in the insured's care, custody and control) against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits to bodily injury or death and property damage of not less than \$5,000,000 for each occurrence.
3. The stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days prior notice of any alteration or cancellation.

(I) STEVEDORE RESPONSIBILITY

It shall be the responsibility of the stevedore, its employees, agents or others for whose acts the stevedore is or may be liable to conduct operations on property of the Port in compliance with Port, Federal, State and Municipal Rules and Regulations. Such rules and regulations shall include but not be limited to speed limits, fire regulations, vehicle access and parking.

ITEM 120
EQUIPMENT RENTED FROM THE PORT

Equipment specifically listed in [Item 305](#), when available, will be rented at the convenience of the Port.

All equipment supplied under these provisions is expressly understood to be under the direction and control of the Port's customer and the Port's customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the Port's customer to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.

All equipment supplied under these provisions will be properly used by the Port's customers and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear the Port's customer shall pay for the damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted.

ITEM 125
VESSEL OILY WASTE OR GARBAGE DISPOSAL

Vessels which find it necessary to discharge oily waste or garbage at the Port of Port Angeles shall contact the Port for the name of oily waste or garbage haulers and/or reception facilities in the area which provide equipment to receive, haul and dispose of oily waste or garbage. The vessel shall arrange directly with the oily waste or garbage hauler and/or reception facility for such services and equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility will be made directly to the oily waste or garbage hauler and/or reception facility by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler and/or reception facility is not an agent or employee of the Port of Port Angeles, nor shall the Port of Port Angeles be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and charges assessed vessels by the Port of Port Angeles for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility permitted by the Port of Port Angeles. The discharge by a vessel of oily waste or garbage at any terminal at the Port of Port Angeles shall only be in accordance with the terms of this tariff item and applicable federal, state and local laws and regulations.

ITEM 126

STORAGE, STAGING AND ASSEMBLING OF NON-CARGO EQUIPMENT AND MATERIALS

The Port of Port Angeles, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment, materials and stores.

Staging, storage and assembling of non-cargo equipment, materials and stores on Port terminal facilities will be subject to adherence to directives of the Port's Executive Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations, ships stores and other materials not deemed as cargo, will be allotted "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergency encountered, congestion of facilities, labor disruptions, or other similar factors, free time may be reduced, eliminated or extended at the discretion and directive of the Port's Executive Director or designee.

Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port charges (See [Item 206A](#)).

Explosives and hazardous inflammable materials may only be handled over, stored on or received on, the facilities of the Port of Port Angeles by special arrangement with, and at the option of the Port of Port Angeles and subject to Federal, State and City rules and regulations.

The Port retains the right to enter into agreements with consignees and their agents concerning rates and services relating to the staging, storage and assembling of equipment materials and stores at the Port's Marine Terminals.

End of section, return to [General Index](#).

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES

ITEM 201 **WHARFAGE**

(A) WHARFAGE DEFINED

Wharfage is the charge for the use of the wharf that is assessed on all freight passing or conveyed over, under, through or onto wharf premises or loaded or discharged overside vessels berthed at wharf or moored in wharf slip. No services are covered by this charge. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cargo, trucks, drays or water carriers is eventually loaded on vessel.

Note: This wharfage definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: “Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

(B) WHARFAGE ON DIRECT TRANSFER FREIGHT

Unless otherwise specifically excepted, all freight handled direct between transports and vessels will be subject to full wharfage at the regular rates due according to ship’s manifest and the respective traffic and commodity classifications of the freight.

(C) WHARFAGE ON OVERSIDE VESSEL FREIGHT

Except as otherwise provided under individual items naming specific “overside” rates, all freight discharged or loaded overside from or to a vessel directly to or from another vessel, bare, lighter or raft or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed one-half the regular rates due according to ships manifest and the respective traffic and commodity classification of the freight.

(D) EXCEPTIONS

Ship’s stores, fuel handled overside vessel and repair materials and supplies, all when intended for vessels’ own use, consumption of repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.

Note: Ballast (ballast must be handled overside direct between vessel and barges or scows), dunnage lumber or materials ostensibly not for use in storage of freight loaded at the wharves of the Port of Port Angeles, lining

lumber (specifically for use in lining vessels for grain or other bulk commodities as distinguished from dunnage lumber for use in ordinary stowage) and fuel.

(E) MINIMUM WHARFAGE

Minimum wharfage charge on any single shipment will be 1049 cents.

ITEM 202
LOADING AND UNLOADING

(A) LOADING AND UNLOADING DEFINED

Loading and Unloading are the respective charges for services performed in loading freight from wharf premises on or into transports or trucks, and unloading freight from transports or trucks onto wharf or premises. The services include ordinary breaking down, sorting and stacking. Loading and unloading charges are assessed against the freight, except in cases where carriers absorb such charge (Subject to Note).

Note: For the purpose of continuing in effect the historic practice of terminals performing the service, this loading and unloading definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: "The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

(B) BLOCKING, UNBLOCKING, CLEANING TRANSPORTS

In addition to loading and unloading, a charge based on actual cost of wages and material plus 40% will be assessed for all stakes, dunnage materials and labor furnished in cleaning, blocking and/or unblocking, preparing for loading or unloading and in blocking and unblocking freight.

(C) RATES PREDICATED ON STRAIGHT TIME LABOR

Loading and unloading rates are predicated upon the payment of labor of basic straight time wages and the performance of such services on days or during the hours when the basic straight time scale prevails. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wage is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed in accordance with Man-Hour Schedule ([See Item 402](#)).

(D) EXCEPTION-APPLICATION OF MAN-HOUR RATES ON LOADING AND UNLOADING

When the service of loading and unloading of freight in containers or units of such unusual bulk, size, shape, or weight as to preclude performing services at specified or NOS rates named, or when such services are delayed because of sorting, special checking, tallying, inspection, weighing, conditions of freight or other conditions or causes not ordinarily incidental to the services, the Port of Port Angeles reserves the right to apply Man-Hour rates as named in this tariff on such services after notice has been made to shipper, consignee and/or carrier involved.

(E) MINIMUM CHARGE FOR LOADING AND UNLOADING

Minimum charge for loading and unloading will be 1049 cents.

**ITEM 203
HANDLING**

(A) HANDLING DEFINED (Subject to Note)

Handling is the charge assessed for moving freight from the end of ship's tackle on the wharf to first place of rest on the wharf, or from first place of rest on the wharf to within reach of ship's tackle on the wharf. It includes ordinary sorting, breaking down, and stacking on wharf. Unless otherwise excepted, the Port of Port Angeles will perform the service of handling.

Note: For the purpose of continuing in effect the historic practice of terminals performing the service, this handling definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: "The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

(B) RATES PREDICATED ON STRAIGHT TIME LABOR

Handling rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days during hours when the basic straight time scale prevails. In addition to these rates, when it is required to perform services on days or during hours when, under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wage is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed against the vessel, its owner, agent or operator, in accordance with applicable rate shown in Man-Hour Schedule, [Item 402](#) of this tariff.

(C) DIRECT TRANSFER – BETWEEN TRANSPORTS AND VESSELS

By Direct Transfer is meant the handling, loading or unloading of freight direct between transports, rafts, barges, trucks and vessel by ship's gear or by mechanical equipment. Unless otherwise specified, freight so handled shall not be subject to assessment of handling, loading or unloading, but (except for such charges as may be requested in checking, cleaning, dunnaging or blocking) shall be subject to assessments of wharfage only. The Port of Port Angeles will not be responsible for overloading or improper loading nor for the freight condition on outturn of freight when loaded by direct transfer.

(D) EXCEPTION-APPLICATION OF MAN-HOUR RATES ON HANDLING

When the services of handling of freight in containers or units of such unusual bulk, size or weight as to preclude performing services at a specified or N.O.S. rates named, or when such services are delayed on account of sorting, special checking, tallying, inspection, weighing, condition of freight or other conditions or causes not ordinarily incidental to the services the Port of Port Angeles reserves the right to apply applicable Man-Hour rates, as named in this tariff, on such services.

(E) MINIMUM CHARGE FOR HANDLING

Minimum charge for handling will be 1049 cents.

ITEM 204
WHARF DEMURRAGE

(A) WHARF DEMURRAGE DEFINED

Wharf Demurrage means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage. Free time is defined in [Item 206](#).

(B) COMPUTING WHARF DEMURRAGE

In computing either wharf demurrage or storage on freight delivered to a vessel, the day or days vessel is loading will not be considered demurrage for storage days. On freight delivered to transports, trucks or drays, the day freight is loaded or delivered will be considered a Demurrage or storage day.

(C) MINIMUM WHARF DEMURRAGE

Minimum wharf demurrage charge will be 1049 cents.

ITEM 205
WHARF DEMURRAGE RATES

Except as otherwise provided (see notes below), after expiration of Free Time, as defined in [Item 206](#), Wharf Demurrage will be assessed at the following rates:

Per Day – per 1000 Kilograms or per cubic meter as freighted on manifest (see Note 1)

| | <u>First 5 Days</u> | <u>After 5 Days</u> |
|----------------------------|---------------------|---------------------|
| All Freight NOS – Inbound | 11 cents | 16 cents |
| All Freight NOS – Outbound | 11 cents | 16 cents |

Note 1: Weight of Measure Used in Computing Wharf Demurrage
When a manifest lists freight both by weight and measure, Wharf Demurrage will be assessed on whichever produces the greater revenue.

Note 2: Wharf Demurrage on Lumber and Logs NOS
Free time will be allowed but not to exceed 20 days when received or unloaded in or on open area and free time of not to exceed 10 days in covered areas. Wharf Demurrage after the expiration of respective stated free times will be assessed at the rate of 3 cents per M. Ft. B.M. per day in or on open areas and at the rate of 5 cents per M. Ft. B.M. in covered areas.

Note 3: Wharf Demurrage on Vehicles
An exception to the general provisions of [Item 206](#), (Free Time) all vehicles in Local, Coastwise and Intercoastal Traffic are allowed but 72 hours free time. Wharf Demurrage after expiration of said Free Time will be assessed at the following rates:

| | |
|---------------------|-------------------------|
| Boxed or Crated | 52 cents per day, each |
| Not Boxed or Crated | 105 cents per day, each |

ITEM 206
FREE TIME

(A) FREE TIME DEFINED

Free time means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

(B) COMPUTING FREE TIME EXCLUSIONS

Except where limited under individual items not to exceed a specified number of days, free time is exclusive of Saturdays, Sundays and legal holidays and, unless otherwise specified, is computed from the first 7 a.m. occurring after freight is received or unloaded on wharf or wharf premises or, in case of freight from vessel, from the first 7 a.m. occurring after a vessel completes discharge.

(C) EXTENT OF FREE TIME BY TRAFFIC CLASSIFICATIONS

Unless otherwise provided under individual items, Free Time will be allowed freight according to traffic classifications, as follows:

| <u>Traffic Classifications</u> (As defined in Item 114) | <u>Free Time Allowed</u> |
|---|--------------------------|
| Alaskan | Ten (10) days |
| Coastwise | Ten (10) days |
| Foreign and Non-Contiguous | Ten (10) days |
| Intercoastal, Eastbound | Ten (10) days |
| Intercoastal, Westbound | Ten (10) days |
| Offshore | Ten (10) days |

(D) COMMODITIES ALLOWED NO FREE TIME

- (1) Explosives, Inflammables, Hazardous Commodities
- (2) Salvaged Freight, Offensive Freight, when either are so designated

(E) ASSEMBLING TIME

At option of Port of Port Angeles, assembling time up to 10 days beyond the regular Free Time allowance may be granted shippers for assembling lots of 200 Metric Tons or more for a particular vessel or shipment.

ITEM 209
WHARFAGE AND HANDLING RATES

Rates in this section apply on traffic moving in Alaskan, Coastwise, Foreign, Intercoastal and Offshore Trade Routes, (see [Item 114](#)). Rates in this section also apply on traffic moving to or from the State of Alaska for account of the U. S. Government when unloaded from or loaded to transports at Port of Port Angeles.

Except as otherwise provided, rates apply to 1,000 Kilograms or per cubic meters as manifested by vessel for revenue purposes. When no specific commodity rate is named in this tariff, freight manifested by vessel on a per package basis will be assessed applicable NOS rate of 1,000 Kilograms or cubic meter whichever creates greater revenue. Subject to the following limitations:

- Note 1: Wharfage charge not to exceed four times the rate named per 1,000 Kilograms.
- Note 2: When charges for truck loading or unloading and handling are assessed per cubic meter, the charge will not exceed double the rate per 1,000 Kilograms.

| COMMODITY | WHARFAGE | HANDLING |
|--|---|--------------------------------|
| <p>Except as otherwise provided, rates are in cents per 1,000 Kilogram or per cubic meter as manifested by vessel for revenue purposes.</p> | | |
| <u>ITEM 210</u> | <u>ALL FREIGHT, NOS</u> | |
| Per 1000 Kilograms | 943 | 3682 |
| Per Cubic Meter..... | 748 | |
| <u>ITEM 216</u> | <u>BARK, VIZ:</u> | |
| Cascara or Cassia, Cassia Quilla, Cinnamon or Chinchome in bags or bales, per 1000 Kilograms | 1360 | 7304 |
| <u>ITEM 230</u> | <u>EXPLOSIVE, INFLAMMABLES, VIZ:</u> | |
| In containers, Benzine, Distillate, Gasoline, Napths, Turpentine, Thinner, Solvents, Lighter Fluid, Liquid Petroleum Gas | 1178 | 3682 |
| <u>ITEM 235</u> | <u>FISH AND SEAFOODS, VIZ:</u> | |
| Crabs – Fresh per dozen | 35 | Apply Item 402 |
| Fish – Fresh..... | 1405 | |
| <u>ITEM 240</u> | <u>LOGS, BOLTS, CANTS, PEELERS, SOFTWOOD</u> | |
| Per 1,000 Ft. BM Scribner | 947 | Apply Item 402 |
| <u>ITEM 245</u> | <u>LUMBER, SOFTWOOD, ROUGH OR SURFACED NOS</u> | |
| Per 1,000 Ft. BM Scribner | 451 | |
| Lath in Bundles per 1,000..... | 84 | Apply Item 402 |
| <u>ITEM 250</u> | <u>METAL, SCRAPS, NOS</u> | |
| In Bales or Containers | 601 | 3319 |
| Loose..... | 601 | 654 |
| Scrap Heavy Iron or Steel Plates, in straight lots | 601 | 2657 |
| Scrap Rails, Car Wheels or Axles, in straight lots | 601 | 2657 |
| <u>ITEM 255</u> | <u>OIL, IN CONTAINERS, VIZ:</u> | |
| Fuel Oil, Stove Oil, Diesel Oil, Kerosene . | 831 | 3682 |

SECTION THREE – MISCELLANEOUS CHARGES

ITEM 301 **DOCKAGE RULES**

(A) DOCKAGE DEFINED

Dockage means the charge assessed against a vessel for berthing at a wharf, pier bulkhead structure, or bank or for mooring to a vessel so berthed.

(B) DOCKAGE PERIOD - HOW CALCULATED

The period of time which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip.

(C) BASIS FOR COMPUTING CHARGES

Dockage charges will be based upon the overall length of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should length figures not be available from the sources, the Port may accept information from the vessel's official papers or measure the vessel.

(D) CONTROL OF VESSELS NOT LOADING OR DISCHARGING

Vessels not engaged in loading or unloading cargo will be docked at a wharf, pier, or seawall structure, or moored to a vessel so docked, or permitted within a slip at the discretion of the Port of Port Angeles and then only with the expressed understanding that vessels shall move their position from such a place at the discretion of the Port of Port Angeles when the wharf, pier or seawall structure, or slip is required for a vessel to load or discharge cargo. Any vessel upon notice to move which refuses or fails to move may be shifted by tug or otherwise by wharf agent and any expenses, damages to vessel or other vessels, or wharf, pier or seawall structure during such removal shall be charged to the vessel so moved.

(E) VESSELS ON LAY STATUS

At the Port of Port Angeles' discretion, vessels may be placed on lay status, which may include vessels waiting to discharge and/or load cargo. These vessels may be permitted to moor at a vacant berth, when such berth is available. Charges for vessels on lay status shall be 25% of the applicable dockage rates published in this tariff per 24 hour period or portion thereof.

At the Port of Port Angeles's discretion, vessels not actively working, not undergoing repairs, alterations or cleaning, requesting extended lay status of (10) ten consecutive days or more may be granted a special lay status at an idle berth when such berths are available. Such vessels will be charged at a rate of \$1.57 per foot in length overall (LOA) per 24 hour period or portion thereof.

(F) VESSELS MAKING REPAIR OR ALTERATIONS

Vessels at berth over 375 feet in length overall (LOA), making alterations or repairs, shall pay dockage of \$3.35 per foot in length overall (LOA) per day. After the first 24 hours at berth, vessels will be charged at one-half (½) the applicable rate per 12 hour period or portion thereof.

Vessels and barges at berth 375 feet in length overall (LOA) or less, making alterations or repairs, shall pay dockage of a minimum of \$163.00 per day or \$1.63 per foot in length overall (LOA) per day, whichever is greater.

(G) FREE DOCKAGE

Dockage charges will not be assessed against the following vessels not actively working, not undergoing repairs, alterations, or cleaning:
Combat, combat auxiliary or training vessels of the United States of America.

ITEM 302
DOCKAGE AND BARGE MOORING RATES

(A) DOCKAGE RATES

Dockage charges will be assessed on the length-over-all of the vessel. Length-over-all shall be construed to mean the linear distance, expressed in feet (meters), from the most forward point on the stem of the vessel to the after-most part of the stern of the vessel, measured parallel to the baseline of the vessel.

For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (a) obtain the length-over-all from the vessels register, or (b) measure the vessel.

Dockage rates will be assessed as follows unless otherwise specified in this tariff. Rates in dollars per 24-hour period or portion thereof.

| <u>Length-over-all</u> | | <u>Length-over-all</u> | | <u>Charge per 24-hour Day</u> | |
|------------------------|---------------------|------------------------|---------------------|-------------------------------|----------|
| <u>In Feet</u> | | <u>In Meters</u> | | <u>Or Fraction Thereof</u> | |
| <u>Over</u> | <u>But not over</u> | <u>Over</u> | <u>But not over</u> | | |
| 0 | 100 | 0 | 30.48 | | \$221 |
| 100 | 150 | 30.48 | 45.72 | | \$308 |
| 150 | 200 | 45.72 | 60.96 | | \$416 |
| 200 | 300 | 60.96 | 91.44 | | \$992 |
| 300 | 350 | 91.44 | 106.68 | | \$1,418 |
| 350 | 375 | 106.68 | 114.30 | | \$1,761 |
| 375 | 400 | 114.30 | 121.92 | | \$1,940 |
| 400 | 425 | 121.92 | 129.54 | | \$2,147 |
| 425 | 450 | 129.54 | 137.16 | | \$2,383 |
| 450 | 475 | 137.16 | 144.78 | | \$2,572 |
| 475 | 500 | 144.78 | 152.40 | | \$2,820 |
| 500 | 525 | 152.40 | 160.02 | | \$3,204 |
| 525 | 550 | 160.02 | 167.64 | | \$3,443 |
| 550 | 575 | 167.64 | 175.26 | | \$3,735 |
| 575 | 600 | 175.26 | 182.88 | | \$4,152 |
| 600 | 625 | 182.88 | 190.50 | | \$4,732 |
| 625 | 650 | 190.50 | 198.12 | | \$5,503 |
| 650 | 675 | 198.12 | 205.74 | | \$6,262 |
| 675 | 700 | 205.74 | 213.36 | | \$7,067 |
| 700 | 725 | 213.36 | 220.98 | | \$8,510 |
| 725 | 750 | 220.98 | 228.60 | | \$9,369 |
| 750 | 775 | 228.60 | 236.22 | | \$10,630 |
| 775 | 800 | 236.22 | 243.84 | | \$11,935 |
| 800 | 850 | 243.84 | 259.08 | | \$13,707 |
| 850 | 900 | 259.08 | 274.32 | | \$15,597 |
| 900 | -- | 274.32 | -- | | (1) |

(1) Dockage charges for vessels over 900 ft. (274.32 Meters) in overall length shall be \$21.05 per day for each foot of overall length (or fraction thereof) in excess of 900 feet (274.32 Meters), in addition to the above rate of \$15,597 Dockage rates are charged per 24 hour period.

(B) BARGE MOORING RATES

Dockage charges will be assessed all barges on overall length at the same rate as published for vessel dockage except when actually tied along side a vessel and engaged in loading operations.

ITEM 303
SERVICE AND FACILITIES CHARGE DEFINED

Service and Facilities Charge is the charge assessed against ocean vessels, their owners, agents or operators (See [Item 107](#)), which load or discharge cargo at the terminals for the use of terminal working area in the receipt and delivery of cargo to and from vessel and for the services in connection with the receipt, delivery, checking, care, custody, and control of cargo required in the transfer of cargo (Subject to Note 1):

- A. From vessel to consignees, their agents or connecting carrier, or;
- B. From shippers, their agents or connecting carriers, to vessels.

The foregoing does not include any services or facilities the charge for which is included in wharfage, dockage, wharf demurrage, wharf storage or other individual charges. No person other than the terminal shall be permitted to perform the services covered by this definition.

Note 1: Service and Facilities charge does not include any cargo handling, loading nor unloading operations, nor any labor other than that which is essential to performing the services.

| <u>ITEM 304 SERVICE AND FACILITIES CHARGE</u> | INBOUND | OUTBOUND |
|--|----------------|-----------------|
| COMMODITY | | |
| Service and Facilities Charge rates as shown herein beside classification of freight moving trade routes specified will be assessed in cents per each 1,000 Kilograms or 1,000 Ft. B.M. | | |
| <u>ALL FREIGHT, NOS</u> | | |
| All Trade Routes | | |
| Rates are in cents per 1,000 Kilograms or 1,000 Ft. B.M. | 1759 | 1079 |
| <u>PULP</u> | | |
| All Trade Routes | 683 | 579 |
| <u>LUMBER AND LUMBER PRODUCTS</u> | | |
| Including plywood veneers, shake and shingles (except Coastwise and Intercoastal) | 868 | 479 |
| Direct transfer | 254 | 254 |
| Overside | 135 | 135 |
| <u>SOFTWOOD LOGS, PILING AND POLES</u> | | |
| (Scribner Scale) | 1655 | 857 |
| Direct Transfer | 536 | 523 |
| Overside | 343 | 343 |
| <u>BARK REMOVAL</u> | | |
| For all logs received except prior debarked logs 63 cents per MBF | | |
| <u>MINIMUM SERVICE AND FACILITIES CHARGE</u> | | |
| Minimum Service and Facilities Charge will be 1205 cents. | | |

ITEM 305
EQUIPMENT RENTAL

Rental of Equipment Conditional

Equipment listed below, when available, will be rented at the convenience of the Port of Port Angeles. The renter of such equipment shall be responsible for loss or damage to equipment and for personnel injuries in the operation thereof.

Except as otherwise provided, rates are in cents each and apply per hour or fraction thereof unless otherwise shown and do not include operators for mechanical equipment.

At the option of the Port of Port Angeles, operators and other labor required will be furnished at the applicable man-hour rate shown in [Item 402](#).

When equipment is furnished without operator, liability for loss or damage to property or persons shall rest with the renter as indicated in [Item 103](#) of this tariff.

| | |
|---|------|
| Trucks, Dock tractor | 3000 |
| Lifts, trucks to 12,000 lbs. | 3000 |
| Lifts, trucks 12,000 lbs. or larger | 6300 |
| (Operators extra) | |

ITEM 308
FRESH WATER FOR VESSELS

| | |
|---|---------|
| Hookup, includes first 100 Cubic Feet | \$90.50 |
| Each additional 100 Cubic Feet (per 100 Cu. Ft.)..... | \$1.60 |

(Compute 7 ½ gallons per Cu. Ft., or 36 Cu. Ft. per long ton. Compute 8 ½ lbs. per gallon or 52.4 Cu. Ft.)

ITEM 309
ELECTRICAL POWER

Unless otherwise specified, electrical power will be furnished at the rate of ten (10) cents per kilowatt hour. In addition, such labor and materials as may be required for installation, connection or disconnection of service will be assessed on basis of actual cost of such item plus 40%.

Minimum Charge will be 1049 cents.

ITEM 310
SEGREGATION CHARGES

- A. When no request is made for segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, delivery will be made only as one lot or in accordance with one general mark. Consignee, however, is not required to take delivery of an entire shipment in whole or part as one lot or by one general mark.
- B. Upon request, segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, will be made and delivery to consignee will be made in one lot or in part lots in accordance with written instruction.
- C. Charges, in addition to applicable terminal charges, for segregation as provided in paragraph (B) will be as follows:

When request for segregation is received before close of business of last business day before arrival of vessel – 29 cents per 100 lbs. on total weight of entire shipment.

When request for segregation before close of business day before vessel arrives – 55 cents per 100 lbs. on total weight of entire shipment.

ITEM 311
STRAPPERS AND RECONDITIONERS

Strappers and reconditioners using terminal space must comply with the following rules and regulations:

- A. No strapping or reconditioning privileges will be granted without a written permit from the Port of Port Angeles.
- B. Permit for strapping and reconditioning goods is subject to summary revocation on written notice by the Port of Port Angeles.
- C. Electricity furnished for machines at rates shown in [Item 309](#).
- D. Box shooks, cartons, labels, strapping, and other materials used solely for the reconditioning, labeling, or strapping of packaged goods stored on Port of Port Angeles property, shall not be assessed a space or storage charge but shall be assessed the regular terminal charges if and when such merchandise is handled by the Port of Port Angeles.
- E. All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of by strappers or reconditioners at the end of each day and freight must be repiled as found, otherwise the work will be performed by the terminal operator and the cost of labor charged against the reconditioners.

ITEM 313
TELEPHONE SERVICE

Upon request the Port of Port Angeles will provide a temporary telephone. The party requesting the telephone will be held responsible for all long distance charges incurred during the time the telephone is connected.

ITEM 317
REPAIRS OF DAMAGES AND ALTERATIONS

The Port of Port Angeles will make repairs to its properties of damages caused by companies or persons using its facilities or make repairs or alterations to leased facilities at the request of lessee, subject to the following schedule:

Damage repairs or alterations:

| | |
|---------------------|----------------------|
| Up to \$500.00 | Actual Cost Plus 15% |
| \$501.00 to \$5,000 | Actual Cost Plus 10% |
| Exceeding \$5,000 | Actual Cost Plus 5% |

Such repairs or alterations will be performed by the Port of Port Angeles, or its agents, except that when necessary repairs or desired alterations are extensive, private contractors may be employed subject to the provision that work performed by private contractors must be accomplished in a manner acceptable to the Port of Port Angeles. (Subject to [Item 100](#) herein.)

ITEM 320
PASSENGER TRAFFIC FEE

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships.

Port of call/Repositioning call – each vessel

| | |
|------------------------------------|-------------|
| In transit per passenger fee: | |
| Per call | \$7.75 each |
| Embarking and/or disembarking fee: | |
| Per call | \$7.75 each |

ITEM 325
SECURITY FEE

In order to fulfill the responsibility for security, including but not limited to responsibilities mandated under Maritime Transportation Safety Act of 2002 and the US Coast Guard regulation 33CFR105, the Port of Port Angeles will assess against and collect from ocean going vessels subject to SOLAS and US Coast Guard regulation 33CFR104, their owners, or operators for the terminal working area a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

SECURITY FEE:

\$223.00 Per vessel, per 8 hour period or portion thereof.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the US Department of Homeland Security.

End of section, return to [General Index](#).

SECTION FOUR – MAN-HOUR SCHEDULE, RULES AND RATES

ITEM 401 **MAN-HOUR RULES**

(A) COMPUTATION OF WAGE DIFFERENTIALS

To obtain an overtime wage differential or penalty wage differential use the Schedule of Man-Hour as shown in [Item 402](#) by determining the difference between applicable columns.

(B) STANDBY OR WAITING TIME

When labor is for a specified time and is on the job ready for work, or having started work is delayed for period exceeding 15 consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminals operators, standby or waiting time for men will be charged at actual wages paid labor, plus 65% against the party causing such delay.

(C) SERVICES REQUIRING LABOR FOR A MINIMUM NUMBER OF HOURS

When terminal is required to furnish labor for a specific service, and such service is completed before the expiration of the minimum time allowed under the labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed, at actual wages paid labor plus 65%.

(D) WHEN MAN-HOUR RATES APPLY

Unless otherwise provided, man-hour rates, plus charges for equipment rental ([Item 305](#)) will be charged for:

1. All services not specifically described in the tariff.
2. Services of loading, unloading, handling or transferring freight for which no specific commodity rates are provided and which cannot be performed at the rates named under NOS.
3. Services of loading, unloading, handling or transferring freight in packages or units of such unusual bulk, size, shape or weight as to preclude performing such services at rates named under individual items of the tariff.
4. Service of loading, unloading or handing freight for which specific commodity rates are named in the tariff but which because of unusual conditions of shipping or requirements of shippers not normally incidental to such services, preclude the performance of such services at rates named.

5. Services of extra sorting, special checking, inspection, or for any operation delayed on account thereof.
6. Services of cleaning or preparing care of loading.
7. Services of installing or moving special equipment at the request of or for the use or convenience of parties other than the terminal operator.
8. Recouping or reconditioning freight.
9. Except as otherwise provided in individual items, labor and equipment to load or unload trucks will be furnished by the Port of Port Angeles at its option and upon request. Charges for such services will be made against the party or parties requesting the service.

(E) EXCEPT AS OTHERWISE PROVIDED

Except as otherwise provided in individual items, charges for materials furnished in connection with said services will be assessed at actual cost, plus 10%.

ITEM 402
SCHEDULE OF MAN-HOUR RATES

Note: When base scale of wage is a fraction of a cent over those shown, use the rate next highest to the fraction.

| Occupation Code | When Base Wage is | 1st Shift | | 2nd Shift | | 3rd Shift | |
|-----------------|-------------------|-------------|--------------|----------------|--------------|-------------|--------------|
| | | S.T.* (1.0) | O.T.** (1.5) | S.T.* (1.3333) | O.T.** (1.5) | S.T.* (1.6) | O.T.** (1.8) |
| 005 | \$31.18 | \$78.43 | \$102.18 | \$94.26 | \$102.18 | \$106.92 | \$116.42 |
| 029 | \$33.58 | \$82.08 | \$107.66 | \$99.13 | \$107.66 | \$112.77 | \$123.00 |
| 036 | \$33.58 | \$82.08 | \$107.66 | \$99.13 | \$107.66 | \$112.77 | \$123.00 |
| 092 | \$35.85 | \$85.54 | \$112.84 | \$103.74 | \$112.84 | \$118.30 | \$129.22 |
| 101 Checker | \$31.18 | \$78.43 | \$102.17 | \$94.26 | \$102.18 | \$106.92 | \$116.42 |
| 129 Foreman | \$43.80 | \$101.53 | \$134.89 | \$123.77 | \$134.89 | \$141.55 | \$154.90 |

*S.T. = Straight Time Rate of Pay

**O.T. = Overtime Rate of Pay

Rates named in this man-hour schedule are based on labor performed at straight time hours and overtime. If service are performed when payment of penalty overtime or third shift differential is necessary, the difference between straight time and wages paid labor, plus 40% will be assessed against the party or parties requesting the services.

ITEM 403

SCHEDULE OF MAN-HOUR RATES FOR DIRECT TRANSFER LOG LOADING ONLY

Note: When base scale of wage is a fraction of a cent over those shown, use the rate next highest to the fraction.

| Occupation Code | When Base Wage is | 1st Shift | | 2nd Shift | | 3rd Shift | |
|--------------------|-------------------------|-----------|----------|-----------|----------|-----------|----------|
| | | S.T.* | O.T.** | S.T.* | O.T.** | S.T.* | O.T.** |
| 005 | \$31.18 | \$70.03 | \$91.23 | \$84.16 | \$91.23 | \$95.46 | \$103.95 |
| 029 | \$33.58 | \$73.29 | \$96.13 | \$88.51 | \$96.13 | \$100.69 | \$109.83 |
| 036 | \$33.58 | \$73.29 | \$96.13 | \$88.51 | \$96.13 | \$100.69 | \$109.83 |
| 092 | \$35.85 | \$76.38 | \$100.75 | \$92.63 | \$100.75 | \$105.63 | \$115.38 |
| 101 Checker | \$31.18 | \$70.03 | \$91.32 | \$84.16 | \$91.23 | \$95.46 | \$103.95 |
| 129 Foreman | \$43.80 | \$90.65 | \$120.44 | \$110.51 | \$120.44 | \$126.39 | \$138.30 |

*S.T. = Straight Time Rate of Pay

**O.T. = Overtime Rate of Pay

Rates named in this man-hour schedule are based on labor performed at straight time hours and overtime. If service are performed when payment of penalty overtime or third shift differential is necessary, the difference between straight time and wages paid labor, plus 25% will be assessed against the party or parties requesting the services.

[End of Terminals Tariff, return to top](#)