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# TERMINAL TARIFF NO. 10

*(Cancels and replaces Terminal Tariff No.9)*

 **PORT OF PORTLAND**

Effective: 5/14/2020

**PORTLAND, OREGON**

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## ***PART 1: RULES***

### **SECTION I - GENERAL RULES**

#### **1. The Port**

The term the "Port" shall mean the Port of Portland, Portland, Oregon.

#### **2. Application of Tariff**

##### **A. Effective Date**

This Tariff shall be effective on and after the effective date as shown on each page.

##### **B. Notice to Public**

This Tariff is notice to the public that the provisions of this Tariff, including, but not limited to, the rates, charges, rules, and regulations contained herein, apply to all Facility Users, and are enforceable by an appropriate court as an implied contract without proof of actual knowledge of the provisions contained herein. Each Facility User, as defined in Section I, Paragraph 6D, shall be liable for noncompliance with the terms of this Tariff by such Facility User's partners, officers, directors, agents, employees, invitees, contractors or subcontractors.

##### **C. Reservation of Right to Enter into Separate Contract**


The Port reserves the right to enter into a separate contract with a Facility User concerning rates and services when in the discretion of the Port the facts or assumptions underpinning the rates or services in this Tariff are inappropriate in the particular circumstances of the contemplated transaction, providing such contract is consistent with existing local, state and federal law. In the event the Port's last offer has not been unconditionally accepted by the time a Facility User makes use of one of the Port's marine terminal facilities, such use is deemed acceptance of the Port's last offer supplemented by such terms of this Tariff as are consistent with such last offer.

##### **D. Use of Facilities Deemed Acceptance of Tariff**

Use of the Port's marine terminal facilities by a Facility User shall be deemed an acceptance of this tariff along with all the specified

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terms and conditions contained herein. It is the responsibility of the Facility User to be aware of the physical characteristics of the facilities.

E. Application for Berth Reservation or Layberth Request

The Port's form of Application for Berth Reservation or Layberth Request may be found on the Port's public website <https://www2.portofportland.com/Marine/Tariff> and in Part 3 Section II of this Tariff. Berth Reservations and Layberth Requests are also subject to the Conditions of Berth Reservation in Section 18 of the General Rules below.

### 3. **Damage to Port Pilings, Property and the Environment**

A. Piling and Fendering System Damage Repair and Replacement

Vessels, including their owners and charterers, will be responsible and charged for the replacement or repairs of any pilings or fendering system damaged during the occupancy of a Port berth. Damage identified during a vessel's berthage or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified by the vessel's agent in writing prior to tie-up of any pre-existing damage to the pilings and fendering system.

B. Liability for Environmental Damage and Costs


Each Facility User will be responsible for all Environmental Costs (defined below) associated with investigation of, response to, or abatement of any Hazardous Substance Release (defined below) in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from, are related to, or are caused by the Facility User's vessel, equipment, activities, or operations. If such Facility User does not immediately commence corrective action, the Port may undertake corrective action, and such Facility User must reimburse the Port for all such costs within thirty (30) days of written demand by the Port.

C. Other Property Damage

Each Facility User will be responsible for any damage arising out of, related to, or caused by the activities or operations of the Facility User, either by act or omission, to Port property or the property of any terminal operator, tenant, or other user, and shall reimburse the

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Port or other damaged party for any such damage within thirty (30) calendar days of written demand.

## 4. Performance of Services on Port Facilities

The Port reserves the right to perform all services and furnish all equipment, supplies, and material in connection with the operation of its marine terminal facilities. No person, firm, or corporation shall be allowed to perform any services on the Port's marine terminal facilities without prior written permission from the Port, which permission may be by e-mail. Those permitted to perform services and furnish equipment, supplies and material shall comply with this Tariff.

## 5. Shipper's Requests and Complaints

Any party may initiate inquiries or complaints on matters relating to rates, charges, rules, and regulations contained in this Tariff by filing a fully documented statement with the Executive Secretary, Northwest Marine Terminal Association Inc., P.O. Box 7127, Tacoma, WA 98417.

## 6. Definitions

### A. Holiday

Any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

### B. Port

Port means the Port of Portland and shall be deemed to include the Port, its commissioners, directors, employees, and agents.

### C. Place of Rest

That area on the marine terminal facility assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.


### D. Facility User

Facility User means any cargo interest, shipper, consignor, consignee, vessel, vessel owner, or operator or charterer, inland carrier, ocean carrier (whether vessel operating or non-vessel operating), stevedore, freight forwarder, broker, motor carrier, rail carrier, or any



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other person or entity that uses or benefits from use of the Port marine terminal facilities, and "Facility User" shall be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees, contractors, and/or subcontractors.

## 7. Conditions for Acceptance, Retention, or Delivery of Cargo

### A. Right to Exclude Explosives, Nuclear Materials, Invasive Species, Hazardous Substances and Inflammable Commodities

At the Port's sole discretion, subject to federal, state, and local regulatory bodies regulations, the Port may exclude, or require special arrangements to process, explosive, nuclear materials, invasive species, hazardous substances, or inflammable commodities or materials at the marine terminal facilities.

### B. Right to Refuse Cargo

The Port reserves the right (without responsibility for demurrage, other charges, loss, or damage) to refuse to accept, receive, or unload cargo, or to demand that cargo which has been unloaded be returned to the unloading vessel. In addition, the Port may refuse to allow vessels to discharge:


1. Cargo, for which previous arrangements for space, receipt, unloading, or handling have not been made with the Port by the Facility User.
2. Cargo deemed offensive, perishable, hazardous, or likely to contain invasive species.
3. Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.

### C. Right to Remove, Repack or Recondition, Repile, and Transfer Cargo

1. At the Port's sole discretion, cargo remaining on the marine terminal facilities after expiration of the free time and cargo shut out at clearance of the vessel may be piled or repiled to make space; transferred to other locations within the marine terminal facilities; or relocated to public or private warehouses

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with all expense and risk of loss or damage for the account of the Facility User responsible for such cargo.

2. At the Port's sole discretion, cargo considered hazardous, offensive, or by its nature liable to damage other cargo, may be either removed from the marine terminal facilities, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be for the account of the Facility User responsible for such cargo. These expenses include, but are not limited to, surveying, recovering, containment, government fines or assessments, and additional labor or equipment requirements.

D. Right to Sell Cargo

The Port may sell at public or private sale, any cargo on which the Facility User responsible for such cargo fails to or refuses to pay marine terminal facilities charges. The proceeds of the sale are to be applied first to the cost and expense of sale and thereafter to the charges. The Port may sell any such cargo of a perishable nature or of a nature liable to damage other cargo or property at public or private sale without advertising.

E. Right to Withhold Delivery

The Port reserves the right to withhold delivery of any cargo until all accrued marine terminal facilities charges have been paid in full.

## 8. Information to be Supplied to the Port


The Port may require such information as is reasonably available for the efficient conduct of its operations including, without limitation, the following:

A. Manifests

Masters, owners, agents, operators, or charterers of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo, descriptions, names of consignees and/or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Manifests must also designate the basis (weight or measurement) on which rates

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were assessed. In lieu of manifests, certified cargo lists, copies of ocean Bills of Lading (B/Ls), or "boat notes" or "mates' receipts" containing all information as required above may be accepted. Such information must be received by the Port within 5 days prior to the vessel's arrival at the Port's marine terminal facilities.

B. Dangerous Cargo List and Material Safety Data Sheets

The Port must receive any dangerous cargo list prior to vessel arrival. The Port may also request a Material Safety Data Sheet (MSDS) prior to vessel arrival.

**9. Billing in U.S. Measure**

Upon customer request, billing will be performed on the basis of U.S. Measure in accordance with the conversion factors published with this Tariff. The billing rates will reflect the conversion from 1 K/T or C/M basis to an S/T or 40 C/F basis, respectively.

**10. Compliance with Safety, Environmental, and Other Laws**

A. Safety

All Facility Users shall comply with all applicable health and safety laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory bodies and by the Port.

B. Environmental Laws


1. Definitions

"Best Management Practices" shall mean: (a) environmental or operational standards or guidelines that establish common and accepted practices appropriate for a Facility User's operations on the marine terminal; and (b) standards or guidelines as stated by pertinent trade associations, professional associations or regulatory agencies.

"Environmental Costs" shall mean damages, fines, costs and fees arising from: (a) any violation of or noncompliance with applicable Environmental Law (as defined below); or (b) any violation of the environmental provisions of this Permit.

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Environmental Costs shall also include the costs of: (i) immediate response, complete remediation, and restoration actions; (ii) Natural Resources Damage (as defined below); (iii) self-help pursuant to Section I, Paragraph 3.B; (iv) oversight and participation of governmental agencies, including natural resource trustees; (v) reasonable and documented fees of project managers, attorneys, legal assistants, engineers, consultants, accountants, and experts, whether or not employees of the damaged party and whether or not taxable as costs, incurred prior to, at, or after any administrative or judicial proceeding, including appeals and other forms of judicial review; and (vi) diminution in value, loss or restriction on use of the Premises including, but not limited to, costs resulting from dealing with residual Hazardous Substances. With respect to invasive species, recoverable Environmental Costs specifically include, without limitation, costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

"Environmental Law" shall mean any and all federal, State of Oregon, regional and local laws, regulations, rules, permit terms, codes, ordinances, and legally enforceable guidance documents, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which govern materials, substances, regulated wastes, emissions, pollutants, water, storm water, groundwater, wellfield and wellhead protection, cultural resources protection, animals or plants, noise, or products and relate to the protection of health, safety or the environment, or natural resources including land, sediments, water, storm water, and ground water.

"Hazardous Substance" shall mean any and all substances, contaminants, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any applicable Environmental Law. Hazardous Substance shall also include, but not be limited to, invasive species, fuels, petroleum and petroleum derived products.

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"Hazardous Substance Release" means the threatened or actual spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking, placing, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters (including groundwater).


"Natural Resources Damage" shall mean the injury to, destruction of, or loss of natural resources resulting from a Hazardous Substance Release. The measure of damage is: (a) the cost of restoring injured natural resources to their baseline condition; (b) the compensation for the interim loss of injured natural resources pending recovery; and (c) the reasonable cost of a damage assessment. "Natural Resources" shall include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state, an Indian tribe, or a local government.

## 2. Compliance Obligations

All Facility Users shall manage and conduct all of their activities on or relating to the marine terminals: (a) in compliance with all applicable Environmental Law; (b) in cooperation with the Port in the Port's efforts to comply with Environmental Law; and (c) in adherence with Best Management Practices. Without limiting the generality of the forgoing, all Facility Users shall comply with all applicable Stormwater Pollution Control Plans (SWPCPs) associated with the marine terminal facilities they occupy or operate, available online at <https://www2.portofportland.com/Inside/StormwaterManagement>. Upon request from the Port, each Facility User will promptly provide the Port with any permits, plans or submittals required by any regulatory agencies related such Facility User's occupation or operations on the Port's marine terminals. In the event of a violation of Environmental Law, a violation of an environmental provision of this Tariff, a Hazardous Substance Release, threat of or reasonable suspicion of the same, or other environmental incident that occurs on a marine terminal, Facility Users shall promptly notify the Port. If notice to the Port must be given on the weekend or after 5:00 p.m. on any day, Facility

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Users shall notify the Port by calling the Port's emergency telephone number at (503) 240-2230.

C. Other Laws

In addition to any laws, rules, or regulations specifically referenced in this Tariff, all Facility Users shall comply with any other applicable laws, rules, or regulations enacted or promulgated by federal, state, or local regulatory bodies and by the Port.

## 11. **United States Coast Guard Compliance**

All ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard ("USCG") rules and regulations. At any time, while at berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered-to-stop by the USCG authorities or Captain of the Port, the vessel, its owner(s), operator(s) or charterer(s) shall be liable for all consequential delays, damages, and costs; and the Port shall have the right to order the vessel to vacate the berth if the cargo operation has not resumed within one hour from the time it stopped.


If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent, master, owner(s), operator(s), or charterer(s) shall immediately notify the Port indicating the nature of the deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port shall have the right to reject or void the vessel's Application for Berth Reservation or Layberth Request until the deficiency is corrected, acceptable to the USCG.

## 12. **The Maritime Fire and Safety Association**

The Maritime Fire and Safety Association ("MFSA") increases vessel safety and casualty response effectiveness through its comprehensive MFSA Vessel Response Plan that covers the Columbia River from its mouth (at river mile 0) extending three miles into the Pacific Ocean, up to the Glenn Jackson Bridge at I-205 (river mile 113) and the Willamette River from its confluence with the Columbia River up to Willamette Falls. In addition, the MFSA enters into contracts with the participating local fire districts and other safety organizations along these river systems through which they 1) facilitate ongoing training and education of member fire agencies in the response to vessel emergencies and 2) allow for purchase (and reimbursement) of specialized marine firefighting equipment to combat marine fires. The MFSA

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levies a charge per oceangoing or deep-draft vessel for each initial arrival at a participating MFSA member's location within the Columbia River. The current fee schedule may be found on the MFSA's website here: [www.mfsa.com](http://www.mfsa.com). The Port merely collects the fee on behalf of the MFSA and it is not imposed for the furnishing of any marine terminal facilities and is not related to the receiving, handling, storing, or delivering of property.

## 13. Security Fees

In order to fulfill its responsibilities for security, including, but not limited to, responsibilities mandated under the maritime transportation security laws and regulations comprising the Maritime Transportation Security Act of 2002 and 33 C.F.R. part 105, the Port will assess against and collect from ocean-going vessels, their owners, operators, or charterers for the use of terminal working areas 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 fees will be charged at Port marine terminal facilities for which the Port provides security. Fees will be assessed and charged against the vessel on a per-dockage-day basis.

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 U.S. Department of Homeland Security.


## 14. Charges and Payment

### A. Collection and Guaranty of Charges

1. Wharfage, Loading and Unloading, and Miscellaneous Charges:
  - (a) Wharfage, loading and unloading, and miscellaneous charges shall be assessed to the owner of the cargo when they are not absorbed by the ocean or inland carriers.
  - (b) Charges for wharfage, loading and unloading, and other Port charges for services performed on cargo transshipped by ocean carriers shall be billed to and

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payment guaranteed jointly and severally by the vessel, its owner(s), operator(s), or charterer(s).

B. No Service and Facilities Charges

The Port does not assess service and facilities charges at its marine terminal facilities. Fees for special services will be billed based on the services provided.

**15. Satisfactory Assurance For Payment and When Payment Due**

Use of Port marine terminal facilities or service(s) by a Facility User is conditioned upon satisfactory assurance from such Facility User to the Port that all charges will be paid when due. Charges are due and payable as they accrue or on completion of service or use.

**16. Payment Requirements**

The Port may require payment in advance for each of the following:

A. Berth Assignment

Before vessel is assigned a berth and commences its loading or unloading operations. These charges are billed to and guaranteed jointly and severally by the vessel, its owners, or agents.

B. Cargo Custody and Control

Before cargo leaves the custody and control of the Port marine terminal facilities for inbound shipments and before outbound cargo is released from the custody and control of the terminal. These charges are the joint and several liability of these Facility Users: the cargo owner, shipper, and consignee.

C. Perishable, Doubtful Value, Household Goods

For all services provided on perishable cargo, cargo of doubtful value, and household goods.


D. Payment Terms are Cash Unless Port has Consented to Extended Payment Terms

Unless credit for its charges has been extended by the Port as provided in Section I Paragraph 18.B, all Port invoices for its charges



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pursuant to this Tariff or other agreement are due and payable in United States currency upon presentation to the vessel, its owner(s), operator(s), charterer(s), or agent(s). Facility Users, prior to the use of Port marine terminal facilities or services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port and have thereby been relieved of cash payment requirements by the Port, as set forth in the Supplement to Application for Vessel Berth Reservation as published by the Port, appearing in Part 3 Section II of this Tariff and available at <https://www2.portofportland.com/Marine/Tariff>.

If payment is not made by the Facility User to whom credit has been extended by the Port according to the terms of such credit extension, then such Facility User may be, following the failure to properly make payment, placed on a cash payment basis by the Port.

E. Delay and/or Failure to Pay


In the case of delay or failure to pay invoices by the Facility User responsible when due, the Port reserves the right to demand payment of charges in advance before further services will be performed or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

F. Delinquent Invoices

Invoices issued by the Port are due and payable no later than 30 days from invoice date. Invoices not paid by the due date shall bear a delinquency charge of 18% per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. The delinquency charge on the overdue amounts shall be subject to periodic change in the sole discretion of the Port. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this Tariff or by law. Any and all services provided or performed pursuant to this Tariff shall

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give rise to a lien in favor of the Port against the vessel, container, chassis, cargo or any other tangible property whatsoever.

G. Collection Expenses

Any and all additional collection expenses, including, without limitation, attorney fees and costs necessary to effect collection, may also be assessed.

H. Furnishing Services to and Reliance on Credit of Vessel

Unless otherwise expressly agreed in writing by the Port, all services provided to any Facility User shall be deemed to have been provided to the associated vessel, and any credit extended to a Facility User shall be conclusively presumed to have been extended on the credit of the associated vessel.

I. Remedies

The Port reserves all rights to pursue any and all remedies available under applicable law or in equity in the event of delinquencies or other noncompliance with this Tariff.

## 17. Insurance


A. Insurance Coverages

Every Facility User using Port marine terminal facilities shall obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their work at or upon the marine terminal facilities. The following is the minimum insurance coverage that must be secured:

1. Workers' Compensation Insurance (including coverage for Longshoremen & Harbor Workers Act claims, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work. In addition, Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than \$1,000,000 per occurrence.

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2. Commercial General Liability and/or Comprehensive Marine General Liability, Stevedore's Liability, Protection and Indemnity, Charterer's Legal Liability, Sudden and Accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with separate limits of \$5,000,000 each coverage, per occurrence. Coverage shall include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in, or about any vessels being loaded or unloaded by a party on Port premises and adjoining areas, including an endorsement deleting any exclusion for claims arising out of the ownership, maintenance, or use of watercraft by such Facility User.
3. Automobile Liability Insurance In the event that motor vehicles are used in connection with the Facility User's business or operations at the marine terminal facilities, each Facility User shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of the Facility User's motor vehicles (including owned, hired and non-owned motor vehicles) on and around the Terminal. Coverage shall be in an amount not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) each accident.

**B. Other Coverage Requirements**

1. All liability insurance coverages maintained by each Facility User, with the exception of workers' compensation insurance, shall name the Port and each of the Port Parties (defined below in Section 19) as additional insureds, as their respective interests may appear. Notwithstanding the enumeration of coverages and minimum limits required to be maintained under Section 17.A, the Port and each of the Port Parties shall be named as additional insureds with respect to each policy actually maintained by each Facility User, whether or not such coverage is required by this Tariff, and shall also be named as additional insureds with respect to the full coverage limits available to each Facility User under such policies, even if greater than the minimum limits required by this Tariff.

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2. Each Facility User waives any right of action that it and/or its insurance carrier(s) might have against the Port or any of the Port Parties (defined below in Section 19) for any loss, cost, damage, or expense (collectively "Loss") covered by any insurance policy or policies maintained or required to be maintained pursuant to this Tariff. If any insurance policies maintained by a Facility User do not allow the insured to waive the insurer's rights of recovery prior to a Loss, such Facility User shall cause such policies to be endorsed to allow the waivers of subrogation required by this Section.
3. All insurance coverages required of each Facility User shall be primary, and shall not seek contribution from any insurance coverage or self-insurance carried by the Port.
4. Every Facility User shall cause the Port to be named as a certificate holder and shall submit to the Port, upon request, certificate(s) of insurance as evidence of the required coverage. Failure of the Port to request the proof of insurance required herein, or to notice discrepancies in the evidence submitted, shall not excuse a party from the insurance requirements of this Tariff.


## **18. Conditions of 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 16 in the Port of Portland Tariff No. 8, amendments and reissuances, 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 contained in the Application for Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

- A. Except when and to the extent waived pursuant to Paragraph B below, terms of payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (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

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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 Facility User responsible for such charges has been identified by the vessel agent to the satisfaction of the Port; and
1. That Facility User responsible has established credit worthiness acceptable to the Port; or
  2. Adequate security, acceptable to the Port, in an amount equal to 125 percent (125%) of the applicable estimated port charges, has been posted; or
  3. The agent requesting the berth, or another Facility User, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges using the Port's Application for Berth Reservation appearing at Part 3 Section II of this Tariff or at <https://www2.portofportland.com/Marine/Tariff> by filling in such Form and having an authorized person sign.
- C. The Facility User requesting reservation of a berth shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the Application for Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/unloaded, and an estimate of amount of each category of Port charges, as enumerated, and the Facility User responsible therefore. The submission of this form, signed by the agent, shall constitute the agent's attestation as to the accuracy of the information t herein supplied, based upon and to the extent of information made available to the agent at the time of submission; and the 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 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 to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Application for Vessel Berth Reservation with the Port.

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- 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 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. An estimate of port charges is not a cap on charges and actual port charges will be assessed per this Tariff.
- G. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- H. It is understood and agreed that by using the Port's terminals and other facilities, the Facility User shall be liable under, and agrees to abide by all the terms and conditions set forth in, this Tariff and all supplements, additions and revisions thereto. It is further understood by the Facility User that they are liable for any damage they cause to Port property whether it is through their negligence or other fault.

## **19. Indemnification; Reimbursement for Damage**

Every Facility User shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port, and each of the Port's commissioners, officers, employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "Port Parties") from and against, and reimburse the Port and such Port Parties for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port or such Port Parties and which, in whole or in part, directly or indirectly, arise out of, are related to, or are in any way connected with any of the following: (a) any act, omission, or negligence of the Facility User; (b) any use, occupation, management, or control of any portion of the Port's marine terminal facilities by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the marine terminal facility; (c) any breach, violation, or nonperformance of the regulations, rules, and terms of this Tariff; (d) any damage caused by the Facility User on or

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to the Port marine terminal facilities or other Port property; or (e) any violation of Environmental Law or Hazardous Substance Release at or in the vicinity of any of the Port's marine terminal facilities that are associated with or relate to, or are caused by, the Facility User, including but not limited to the Facility User's vessels, vehicles, equipment, operations, or activities. This indemnification shall require the Facility User to reimburse the Port for any diminution in value of or lost revenue from the Port's marine terminal facilities, or other nearby Port property, including damages for loss of or restriction on use of the marine terminal facility, or any other Port property, including without limitation damages arising from any adverse impact on the leasing or sale of the marine terminal facility or any property in or near the marine terminal facility, whether owned by the Port or other parties.

## **20. Application of Carrier Bills of Lading**


It is hereby expressly agreed between the Port and each carrier using the Port's marine terminal facilities that as a condition and in consideration of using those facilities, the Port, as well as any Port Parties used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading (B/L) shall be treated as and shall be express beneficiaries under those B/Ls through the inclusion of a Himalaya Clause in each carrier's B/L. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any B/L or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves. Each carrier shall indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including, without limitation, reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its B/L, or through contract or otherwise fails to apply to the cargo, such rights, defenses, exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

## **21. Excess Cargo Value**

Each carrier will indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage, and claim (and all expenses connected therewith, including, without limitation,

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attorneys' fees and costs) arising out of cargo loss or damage occurring on the marine terminal facilities in excess of \$500 per package or customary freight unit lawful money of the United States, or in case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of \$500 per package or customary freight unit and paid to carrier a higher freight rate by reason of such excess value declaration.

## **22. Limits of Liability, Waiver of Consequential Damages**

- A. No provision contained in this Tariff shall limit or relieve the Port from liability to the extent of its own negligence or intentional misconduct nor require any Facility User to indemnify or hold harmless the Port or Port Parties from liability to the extent it is judicially determined to be the result of Port's or such Port Parties' own negligence or intentional misconduct.
- B. Notwithstanding any other provision of this Tariff, in no event shall the Port or any Port Parties be liable to a Facility User for any consequential, incidental, special or punitive damages of any kind whatsoever, it being the express intention of the Port and each Facility User that recovery of any such damages by Facility User is prohibited with respect to claims arising from or related to this Agreement


## **23. Governing Law and Venue**

This Tariff and any services provided by the Port hereunder shall be exclusively governed by and construed in accordance with the laws of the State of Oregon and the General Maritime Law of the United States of America with respect to the existence of a maritime lien, regardless of which jurisdiction the Port institutes legal action in and without reference to any conflict of laws provision that would call for the application of the laws of any state or country other than Oregon or the United States. Any suit, action, or proceeding arising out of or related to this Tariff or any services provided hereunder shall only be brought in a court of competent jurisdiction located in Multnomah County, Oregon, USA, which court's jurisdiction shall be exclusive. Notwithstanding the foregoing, disputes over payment and collection may be resolved, at the Port's option, in the above named courts or in the courts of any jurisdiction where either the Facility User's vessel or an asset of the Facility User may be found. To the extent any suit, action, or proceeding is initiated in such courts and arises out of or is related to this Tariff or the services provided hereunder, then to the fullest extent permitted by law each Facility User shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based



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on forum non conveniens or its foreign equivalent, and further irrevocably agrees to appear and submit to the jurisdiction of such courts. The Port shall be entitled to assert its right of lien or attachment or other rights, whether in law, in equity, or otherwise, in any jurisdiction where a Facility User's vessel or assets are located.

## **24. Sovereign Immunity**

To the extent any Facility User using the Port marine terminal facilities has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, such Facility User hereby waives such immunity and agrees not to assert, by way of motion, as a defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity, any claim that it is not personally subject to the jurisdiction of the above named courts by reason of sovereign immunity or otherwise, that it is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Tariff may not be enforced in or by such courts. To the greatest extent permitted by applicable law, each Facility User waives immunity from attachment or arrest of its vessels and property.


## **25. Responsibility for Demurrage and Delays Limited To The Extent Of The Port's Own Negligence**

### **A. Demurrage**

1. Railroad Cars: The Port shall assume no responsibility for railroad car demurrage not caused by delays resulting from the Port's own negligence. Without proof of the Port's own negligence, demurrage caused by delays arising from strikes, slowdowns, or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
2. Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except to the extent judicially determined to have been caused by the Port's own negligence or intentional misconduct.

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B. Waiver of Charges for Delays

Delays in loading, unloading, receiving, delivering, or handling of cargo arising from strikes, slowdowns, or riots by any persons in the employ of the Port or in the services of others or arising from any other cause shall not entitle Facility Users to a waiver of any Port marine terminal facilities charges or expenses.

**26. Responsibility for Loss, Damage and Delay of Merchandise and Cargo**

A. Port's Responsibility Limited to The Extent Of Its Own Negligence


1. The Port shall not be responsible for any loss, damage, or delay of merchandise, cargo, or containers which may arise from any cause beyond its direct authority and control, nor for any cause except for and to the extent it is judicially determined to have been caused by the Port's own negligence or intentional misconduct.
2. Further, the Port, except for want of reasonable due diligence, shall not be liable for any personal injury, damage, or loss (including, without limitation, damage to containers) that results from: (a) animals, insects, rodents, or vermin; (b) decay, deterioration, evaporation, shrinkage, or loss of quantity, quality, or value from inherent vice of product; (c) interruptions in electrical power, fire, frost, leakage, or discharge from fire protective sprinklers, oxidation, or rusting; (d) civil disorder, insurrection, terrorism, or riot; (e) strike, labor policies or practices, compliance with collective bargaining agreements, slowdown or labor stoppage whether or not agents or the employees of the Port are involved; (f) delay caused by shortage of qualified labor; or (g) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

B. Port's Responsibility During Free Time Period Limited

1. Except as limited by specific provisions in this Tariff, liability for loss, damage or delay to merchandise during free time periods as specified in this Tariff shall be limited as set forth in the ocean carrier's receipt or B/L.

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C. Responsibility as Warehouseperson

1. Except as limited by specific provisions, liability for loss, damage or delay to merchandise, cargo, or containers while in the care, custody, or control of the Port at any time other than the free-time periods specified in this Tariff shall be that of a warehouseperson only.

D. Valuation of Merchandise for Claims Purpose

1. Any claims against the Port shall be based upon the actual cost of the merchandise plus freight and insurance, if paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

## 27. Claims

A. Loss or Damage Claims


1. Notice of claim against the Port for loss of or damage to merchandise, cargo, or containers including, but not limited to, indemnity claims, must be filed with the Port, in writing, within 180 days of the occurrence of the alleged loss of or damage to the merchandise, cargo, or containers. Commencement of an action shall be within two (2) years of the occurrence of the alleged loss of or damage to cargo or merchandise. To the extent permitted by law, Facility Users agree to these limitations on the pursuit of claims irrespective of longer limitations periods under statutes, common law or maritime law.

B. Claims for Recovery of Overcharges

1. Claims by Facility Users for recovery of Port overcharges must be filed in writing with the Port within 12 months following the date of the invoice against which the overcharge is claimed.

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## **28. U.S. Government Cargo - Quoting and Filing Rates and Charges**

Rates and charges assessed by the Port for Port marine terminal facilities and/or services that are paid directly to the Port by the U.S. government may be quoted upon request. Those rates quoted shall be filed with the FMC prior to the Port's providing those Port marine terminal facilities and/or services.

## **29. Electrical Current**

### **A. Electrical Rates**

1. The charge for electric service includes electric power at either Portland General Electric's or Pacific Power's current Tariff rate, use of the power distribution system at the applicable terminal which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services, and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this Tariff.
2. The Port will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service not occasioned by its tortious conduct or that of its agents or employees.
3. Labor Services performed will be billed at Tariff labor rates.

## **30. Fresh Water**


Fresh water will be furnished at Tariff rates. Rates include the use of couplings, and hoses. Labor for water hooked up and/or disconnected will be billed at rates calculated from the labor rates table.

## **31. Disposal of Vessel's Oily Waste and Garbage**

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port shall obtain the services of an oily waste or garbage hauler that meets all USCG and other government laws and regulations in effect at the time of the haul. The oily waste or garbage

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hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

## **32. Materials and Supplies**

Materials and supplies furnished by the Port shall be billed at cost, plus 25%.

## **33. Rates for Cleaning Dock Area**

The service performed will be billed at the labor and equipment rates. In addition, disposal costs will be assessed to the stevedore firms when they do not clear the dock areas of dunnage, stevedore gear, equipment, or material upon completion of loading or unloading of vessel.

## **34. Passenger Traffic Fee**


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

When a cruise trip covers a continuous cruise on a vessel originating in and terminating in Portland, only one Passenger Traffic Fee applies, and will be the Passenger Traffic Fee calculated upon voyage origination or termination, whichever is greater.

For all cruise ship calls, a statement of passengers in transit, embarked and/or discharged at terminals will be furnished to the Port.

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## SECTION II - DOCKAGE RULES

### 1. Dockage Definition

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

### 2. Basis For Establishing the Vessel's Length


Dockage charges shall be based upon the vessel's length overall as published in "Lloyd's Register of Shipping". Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in "Lloyd's Register of Ships", the Port may obtain the length overall from the "Vessel's Register," or by measuring the vessel.

### 3. Dockage Period

The Dockage period is calculated by the period of time upon which dockage will be assessed and shall commence when the first line is made fast to a wharf pier, seawall, slip, or other mooring facility 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 (last line free) from and has vacated such berth or slip. No deductions will be allowed for Saturdays, Sundays, holidays, or because of weather or other conditions. Dockage periods are calculated in 24-hour periods beginning with the first line. Idle time from different dockage periods may not be accumulated to constitute a lay period. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth. When lay status is involved, the calculation of total dockage charges will be first based on the number of working periods and then lay periods, if any. For vessels charged dockage the data necessary to charge dockage (data sheet, statement of facts, or other) must be sent to the Port no later than 3 days after departure of the vessel. If this data is not received within the 3 days, a billing/rebilling fee will be assessed.

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## **4. Charge On Vessel Shifting**

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port, the total time at such berths will be considered together in computing the dockage charge.

## **5. Ocean-Going Barges**

Ocean-going barges are considered within the definition of vessels.

## **6. Dockage Charge – Vessel on Lay Status**

To qualify for 50% of the regular dockage rate, the vessel must be idle at its working berth waiting to discharge and/or load cargo. For vessels at a working berth which have operations interrupted for one or more consecutive 24-hour periods due to lack of cargo or labor availability, lay status may also be granted. The vessel must have attempted to and been willing to work these hours. Lay status requests at working berths should be received by the Port prior to vessel departure.


To qualify for 25% of the regular dockage rate the vessel must be idle at a non-working berth. A vessel may be permitted to moor at idle port marine terminal berths when such berths are available. Lay status for non-working berths must be submitted by agent to the Port Operations Director or their designee prior to vessel arrival on berth. If the request is not received prior to the vessel arrival on berth, a billing/rebilling fee will be assessed. Upon approval, copy of request will be forwarded to Billing Department who will apply lay rates. If no approval is granted by the Port, the Billing Department will apply dockage at the full dockage rates.

The Port has the discretion to grant lay status when berths are available. Upon vessel's departure from berth, vessel agent will submit Vessel Activity Report, Supercargo Report, Statement of Facts, or other official documentation describing activity of loading/discharge pertinent to vessel stay, to the Port's Billing Department to aid in application of lay status. Upon approval by the Port's Operations Director or their designee, such vessels and unmanned barges shall be charged 50% or 25% of the applicable dockage charge.

For vessels on lay status for 10 consecutive days and longer or vessels performing ship maintenance work upon written permission from the Port's Operations Director or their designee, prior to the idle period, a special lay status may be granted when berths are available.

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## 7. Dockage Charge for Tug Boats on Lay Status and Definition of Lay Status

The Port has the discretion to grant moorage lay status defined as waiting for a berth to discharge and/or load cargo, take on provisions, or make repairs at idle Port marine terminal berths when such berths are available. Lay status may be granted with a written request from a Facility User to the Port and issuance of written permission from the Port prior to the idle period. The Port has the discretion to grant lay status when berths are available and at the discretion of the Port terminal manager. Tug boats that are granted lay status will be charged per 24-hour period or fraction thereof. The first 12-hour period will be free, and then lay status charges will begin.

## 8. Berth Assignments

Berth Assignments will be issued at the sole discretion of the Port to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

## 9. Vessels Required to Obtain Berth Assignments

No vessel will be permitted to berth at a wharf or marine terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible, must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged, and must include fully completing the Berth Reservation Form or Layberth Request Form found at the end of this Tariff document or at <https://www2.portofportland.com/Marine/Tariff>. Layberth Requests may also be submitted electronically via the Port's website at <https://www.portofportland.com/Layberth>.

## 10. Vessels Required to Vacate Berths


The Port reserves the right to order a vessel to shift its position at a wharf, to change berths, or to vacate a berth when:

- A. Not actually engaged in loading or discharging cargo.
- B. When occupying a berth beyond the time limitation named in the assignment permit.



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- C. When a vessel holding an agreement granting the preferential use at that berth at that time presents itself at the berth.

Any vessel refusing or failing to shift, change berth, or vacate berth at request of the Port may be shifted or moved by the Port by means of a tug or otherwise, with all expenses incurred and all risk of damage for the account of such vessel.

## **11. Rafts, Barges, Scows, or River Craft**


Rafts, barges, scows, or river craft may not be moored to wharves or piers or tied up to any vessel berthed without express permission of the Port, which may be issued by e-mail.

## **12. Ship Maintenance Work**

Limited ship maintenance work may be allowed at any marine terminal facility upon prior written permission from the Port. No spray painting or sandblasting of vessels will be permitted. Dockage rates for ship maintenance will be subject to negotiation and written agreement with the Port. A completed Berth Reservation Form, Proof of Insurance, and Work Plan must be submitted to the Port of Portland Operations Director or their designee for consideration of the request, prior to granting of written permission. Any ship undergoing maintenance must possess a valid Certificate of Financial Responsibility and it must be on file with USCG. Any entity performing ship maintenance work must provide the Port with proof of insurance prior to the commencement of work.

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## SECTION III - BREAKBULK RULES

### 1. Direct Transfer Rates

Direct transfer rates apply against cargo loaded or discharged by vessels directly to or from open top railroad cars or self-propelled vehicles.

### 2. Oversight Operation

Oversight rates apply against cargo that is loaded or discharged by vessels direct to or from water or barge.

### 3. Wharfage Defined

Wharfage is a charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge, or lighter) when berthed at wharf or when moored in a slip adjacent to a wharf and wharfage is the charge for use of a wharf and does not include charges for any other service.


#### A. Wharfage Assessment

Wharfage will be assessed subject to the following provisions:

1. Basis for Assessing Wharfage: Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per Kiloton (K/T) unless otherwise stated in individual Tariff items. When the wharfage rate unit of measure is expressed in either Cubic Meters (C/Ms) or K/Ts, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.
2. Wharfage Assessed Against River Barge Traffic: Wharfage is not assessed against cargo on river barges originating at or destined to points on the Willamette, Columbia, Snake,

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or Clearwater river systems. This rule applies only if the Port has already assessed wharfage on the affected cargo in its prior movement or if the Port will assess wharfage on subsequent movement of the cargo through the Port. Movements include foreign, domestic offshore trade, inter-coastal, and coastwise.


3. Wharfage Assessed Against Direct Transfer Services-Open Railcars or Trucks: All cargo moved directly from open railcars or trucks to vessels, or vice versa, is subject to full wharfage assessment.
4. Wharfage Assessed Against Overside Vessel Operations: Cargo discharged or loaded overside a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed wharfage at one-half the normal wharfage rates. This rule will not apply in cases when any other specific "overside" Tariff rate is applicable.
5. Exceptions: Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.
6. Dunnage, Lining Lumber, and Fuel: Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to wharfage and other appropriate charges.
7. Minimum charge: The minimum wharfage charge for any single B/L is \$10.00.

#### **4. Control of Tracks – Order for Railcars – Release of Railcars, Etc.**

The control of tracks within the Port's marine terminal facilities is the responsibility of the stevedore. As such:

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- A. All railcar orders must be placed with the marine operating stevedore of the appropriate facility.
- B. No railcars are to be set or placed at a Port marine terminal facility without the appropriate terminal operator's consent.
- C. Loaded railcars are not to be pulled from the Port marine terminal facilities until specifically released by the appropriate terminal operator.

## 5. Services Conditional

The Port reserves the right to refuse to perform services in connection with processing of cargo owned by, consigned to, or received from, persons, firms, or corporations who are involved in strikes or labor disputes. Refusal by the Port to complete such services does not entitle owners, shippers, consignees, or carriers of such cargo to waiver any charges or costs incurred. Also, the Port is not liable for any claim(s) for damages arising out of its refusal. Should these services be performed by the Port, its employees, or agents, and completion of the service is delayed or hindered by picketing, by a labor "slowdown", or by similar circumstances, all charges and costs associated with the service will be nonetheless assessed according to the rates, regulations, and rules of this Tariff.

## 6. Between Open Railcars and Vessel

Loading or unloading of cargo either by ship's gear, shoreside, or water cranes directly between a vessel and open top railroad cars placed alongside the vessel will be considered a direct transfer operation. Unless otherwise specified, cargo handled in this manner will not be assessed loading or unloading charges by the Port. However, charges for cleaning, dunnaging, blocking or unblocking cars will be charged. The Port is not responsible for either the overloading or improper loading of cars or for the count or condition of cargo when it is handled by direct transfer.


## 7. Truck Loading and Unloading

### A. Definition and Conditions

Truck loading and unloading means to the service of loading or unloading unitized cargo into highway trucks or trailers.

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Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal laws and regulations.

## **8. Labor and Equipment**

When rates for labor and equipment are not otherwise specified in this Tariff, labor rates and equipment rates will apply.

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## SECTION IV - CONTAINER CARGO RULES

### 1. General Definitions

#### A. Containers

Containers means any rigid or collapsible shipping container, with or without wheels, of such type, size, and construction as to meet all applicable requirements outlined in the ocean carrier's tariff and the International Convention for Safe Containers.

#### B. Containerized Cargo

Containerized Cargo means any cargo which is shipped inside of a Container.

#### C. Container Yard (CY)

Container Yard (or "CY") means and refers to the location designated within the marine terminal where:

1. Containers in transit between vessel and inland carrier are held or assembled; and
2. Loaded or empty Containers are received from or delivered to inland carriers or vessels.

#### D. Gate Ins and Outs


A "Gate In" or "Gate Out" means and refers to receipt or delivery of containers at the gate, as well as loading or unloading of containers or chassis to inland carrier's equipment that is specifically located within the CY and is not associated with a throughput move. This service also includes container stacking, unstacking, loading or unloading of inland carrier's equipment that is not held in a specified yard location or is not being held for vessel dispatch.

#### E. Hazardous Cargo

"Hazardous Cargo" means any cargo or commodity properly classified as hazardous under either the Globally Harmonized System of Classification and Labelling of Chemicals ("GHS") or the International Maritime Dangerous Goods Code ("IMDG")

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F. Rolled

Rolled means and refers to booking modifications affecting a Container that change from one vessel to another (or from one discharge port to another) that occur after the Container is received into the CY. The Rolled Container Fee will apply for all rolled Containers, whether or not the Container is moved. Charges are assessed against the booking carrier.

G. Throughput

Throughput means and describes the services as defined below in Section IV(2).

H. Transshipment

Transshipment or Transhipped means and refers to loaded Containers that are discharged from one vessel and loaded to another vessel under the same steamship line's control at the same terminal.

I. Vessel Rehandling

Vessel Rehandling means handling that is separate from and in addition to vessel throughput. It applies to Containers that do not transit the CY and are not billed as throughput

1. The single movement of a Container from a vessel slot or cell to another position in stowage on the same vessel and voyage is classified as vessel rehandling
2. The movement of a Container from cell to dock or deck and then later to cell on the same vessel and voyage is a separate move different and distinct from a cell-to-cell operation


J. Wharfage

Wharfage means the charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to/from water, barge or lighter) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

K. Yard Rehandling

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Yard Rehandling means any extra movement of Containers within the CY. These rehandles include any sorting, extra stacking or unstacking, extra movement to or from chassis, and extra movements to or from holding locations. The Tariff charges for rehandling will apply each time an extra movement is required to provide whatever services are requested by the customer.

## 2. Throughput


"Throughput" denotes the single movement of a Container between vessel stowage on a cellular vessel and inland carrier and incorporates the following:

- A. Rates cover receipt or delivery of inland carriers' Containers between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays.
- B. Throughput includes the use of working areas, facilities, and utilities at the terminal, and services in connection with receipt, delivery, checking, care, custody, and control required by vessel in the transfer of Containers and/or chassis.
- C. Opening and closing of vessel hatches (provided lift requirements are within capacity of container crane serving the vessel's berth).
- D. Planning stowage of Containers on board vessel, that is subject to final approval and acceptance by the vessel's agent or master. After the vessel's acceptance of the stowage plan, the vessel shall be solely and exclusively responsible for stowage and vessel stability and the Port shall have no liability or responsibility therefore.
- E. Lashing/unlashing during stowage operations, using a maximum of six longshoremen per gang. A half-hour grace period will be granted after the vessel loading/discharge operation is completed to allow for completion of lashing before any billing for dead time will apply.
- F. Documentation
  - 1. For outbound cargo, documentation requirements include dangerous cargo list, reefer container list, final stowage plan, and any exceptions list.
  - 2. For inbound, an out-turn report if required.



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3. Any additional documentation as the Port determines may be necessary for the Port to carry out its responsibilities.
- G. A single sequence of sorting and stacking empty and loaded Containers as may be specified by the vessel.
- H. External visual inspection of empty and loaded Containers and reporting promptly as to any visual damage or defect.
- I. Planning layout of Containers and chassis in CY.
- J. Providing guards and protective security. Note that if government agencies make changes to security requirements, changes to the procedures set forth in this Tariff may be required.
- K. Expediting and tracing Containers located in the CY and special holding areas.
- L. Liaison for Container movement with U.S. Customs, other officials, agents, employees, representatives, and customs' broker for the vessel.
- M. Weighing outbound Containers received in full via truck to be loaded onto vessels, river barges, or rail at Port facilities, as may be required. Also includes providing vessel with a list of all Container weights.
- N. Ordering railway cars and liaison with railroad, inland carrier and trucking companies.
- O. All necessary maintenance, sanitary, janitorial, and cleanup services on the wharf and at the CY. Removal of ice and snow from wharf, roadways, and paved areas is provided at the discretion of the Port.
- P. Berthing and spotting of vessels (no lines handling or pilotage).
- Q. Ordinary electronic receipt and delivery of documentation.
- R. Any additional labor services required shall be performed on the basis of labor and equipment rates and materials, plus 25%.
- S. Throughput excludes any labor, services or facilities where charges are included in wharfage, dockage, storage, or other individual charges.

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- T. Throughput excludes specialized rigging for containers which cannot be routinely accommodated by the container crane's lifting devices.
- U. Throughput rates do not apply to handling of Containers laden with Hazardous Cargos listed in Section IV(4)(B), for which additional charges apply and limited services are available.

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## 3. Wharfage

### A. Application of Rates

The Wharfage rate charged will be the rate in effect on the date the vessel arrives for cargo operations.

### B. Wharfage Assessment

Wharfage will be assessed subject to the following provisions:

1. Wharfage shall be considered earned and will be assessed whether or not the cargo is eventually loaded to a vessel.
2. Wharfage rates will be based on the commodity description and classification as described in the vessel manifest.
3. Partial container loads will be assessed at the full container wharfage rates.
4. Wharfage for container sizes not shown will be assessed at the next higher container size shown.
5. Cargo shall be considered Containerized Cargo for wharfage purposes if at any time during its transport across Port facilities the cargo is within a Container.

### C. Overload Containers


Overloaded Containers that are removed from the Port for partial unloading and then returned to the Port shall be assessed a single wharfage charge on that cargo shipped.

### D. River Barge Traffic

Wharfage shall not be assessed on Containerized Cargo moving on river barges that both originates at and is destined to points on the Willamette, Columbia, Snake, or Clearwater River systems, providing that wharfage is assessed by the Port on that cargo in its prior or subsequent foreign, domestic offshore, intercoastal, or coastwise movement through the Port.

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E. Exceptions

Ship's stores, fuel handled overside to a vessel and repair materials and supplies, when intended for a vessel's own use, will be exempt from assessment of container wharfage unless Port employees are required to receive for such supplies or stores on the wharf.

#### 4. Special Hazardous Cargo Handling Services

A. Except as otherwise provided in this Tariff, no Facility User shall be permitted to handle, transport, load, discharge, stow or retain any Hazardous Cargo identified below in Section (IV)(4)(B) at any terminal operated by the Port. The Port will not accept for handling and no Facility User shall be permitted to handle, transport, load, discharge, stow or retain Explosives, Divisions 1.1, 1.2, or Blasting Agents, Division 1.5, at any terminal operated by the Port.


B. The Port must be notified and provided MSDS information not less than seven (7) calendar days in advance for the handling of any of the below listed GHS cargo types. The following types of hazardous cargo are subject to additional fees when transiting T6:

1. Explosives, Divisions 1.3, 1.4.
2. Poison gases, Division 2.3.
3. Poison liquids with inhalation hazards, Division 6.1.
4. Cryogenics, Divisions 2.1, 2.2.
5. Pyrophoric, Division 4.2.
6. Dangerous when wet, Division 4.3.
7. Ammonium nitrate and ammonium nitrate mixtures, Division 5.1.
8. Oxidizers, Division 5.1, and organic peroxides, Division 5.2.
9. Etiological materials, Division 6.2.
10. Flammable solids, Division 5.2.

C. Each Facility User responsible for a Container holding hazardous cargo must strictly comply with all federal, state, and local laws, regulations, ordinances, and rules, specifically including but not limited to IMDG Code provisions related to the proper handling of Hazardous Cargo. Such Facility User shall also be responsible for tendering notice,

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obtaining approval, and coordinating the discharge of Hazardous Cargo with the Captain of the Port, as required by law.


- D. Absent prior written agreement signed by an authorized representative of the Port, the Port will not provide Throughput services for Containers laden with Hazardous Cargos described above in Section IV(4)(B) and such Hazardous Cargos may not be discharged at T6. Nothing in this Section IV(4) shall be deemed to limit or otherwise preclude the Port from exercising its rights to exclude or refuse to accept or handle cargo pursuant to Section I(7) of this Tariff.

## 5. Documentation Requirements

- A. Facility Users shall be responsible for providing all shipping, customs, and any other documentation for Containerized Cargo reasonably required or requested by the Port in connection with services provided or uses made of the marine terminal. Unless otherwise specifically set forth in this Tariff, all costs associated with any such documentation shall be the responsibility of the Facility User. Required documentation may include, without limitation:
1. Dangerous cargo list, shipping manifest, and MSDS for any Hazardous Cargo;
  2. Lift plans, final stowage plans, and Container weight tickets;
  3. All Customs clearance documentation issued by CBP;
  4. Loading, deliver, and/or release instructions;
  5. Bills of lading; warehouse receipts, written release authorization or instructions, and similar documents; .
  6. Certificates or memoranda of insurance coverages;
  7. Any additional documentation that the Port determines may be necessary or desirable in connection with the Port's performance of any of the services or to as the Port deems reasonably necessary to determine a Facility User's compliance with the provisions of this Tariff.

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- B. The Port shall have no obligation to confirm the accuracy or validity of any documentation provided by a Facility User and shall be entitled to rely on such documentation. Each Facility User hereby waives any claims against the Port arising out of or related to the Port's reliance on any documentation provided by a Facility User to the Port.

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## SECTION V - LABOR RULES

### 1. General Labor Rules Statements

#### A. Specific Labor and Equipment Rates

When services are performed by the Port or its agent for which no specific Tariff rates are applicable, the labor charges for such services shall be billed on an hourly basis using the labor rates in this section. Equipment rates will be billed as per Section VI – Equipment Rules.

#### B. Dead Time

Billable dead time occurs when the Port is required to furnish labor for a specific service and such service is completed before the expiration of the required paid time under labor's working agreements. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

#### C. Standby Time

Billable standby time occurs when the Port is required to order labor for a specific service at a stated time and, through no fault of the Port, the service cannot begin or the service in progress is delayed. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

#### D. Travel Time


When longshore labor is ordered from outside the Portland area at vessel's or shipper's request, extra costs such as travel and subsistence shall be for the account of the requesting party and charged in addition to applicable labor rates. In addition, the cost of travel time will be assessed on the basis of the actual out-of-pocket wages and PMA assessments.

#### E. OT Wage Differentials

Differentials are calculated by subtracting the first shift straight time wage rate from the wage rate in effect during the shift when the work was performed.

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F. Commodity Penalty Rates

Commodity penalty rates are those rates established by prevailing labor agreements for the handling of certain types of commodities. These rates are in addition to the published labor rates set forth in this Tariff.



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## SECTION VI - EQUIPMENT RULES

### 1. Equipment Rules

- A. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter and at the convenience of the Port. Equipment is for use exclusively on Port marine terminal facilities.
- B. Rates named do not include fuel, operator, or operational labor of any kind unless otherwise noted.
- C. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release. Crane standby time will be billed. The equipment will be billed at a minimum of one (1) hour, and in fifteen (15) minute increments after the first hour. The period of time during an equipment failure, other than operator caused, shall not be assessed. The Port is not responsible for labor standby or dead time costs during downtime caused by equipment failure.
- D. The Port cranes are rigged for the purpose for which they are normally used. If the renter requests a change in the rigging, the full cost of that change and changing back to the original rigging will be borne by the renter. When rigging services are provided during weekend shifts, additional charges will be made for appropriate Longshore and other Port-provided labor's shift differential costs.
- E. Certain equipment listed is not available at all terminals and it is understood that the rates shall apply and the equipment shall be furnished only when and where the equipment is available. When equipment is transferred from one terminal to another terminal, the party requesting the transfer will bear the full cost of its transfer and return.
- F. Mechanical equipment cannot be brought into the Port's marine terminal facilities for use on the Port's terminals except when prior permission is granted by the Port. The right is reserved to refuse permission when the Port has available similar equipment or when equipment does not meet the approval of the Port.

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- G. Rates for equipment for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment will be furnished by the Port upon request.
  
- H. Crane Requests and Cancellations
  - 1. Requests for cranes must be made in writing in advance. Also, crane renters must provide legible vessel daily log when work is completed.
  
  - 2. Requests for cranes for weekday work must be received by 3 p.m. the day prior to when the crane is needed. Requests for cranes for weekend and holiday must be received by Friday at 3 p.m.
  
  - 3. Crane cancellations must be received by 3 p.m. the day prior regardless of weekend or weekday work.
  
  - 4. Crane renters will be billed for any labor costs incurred by the Port resulting from failure to cancel equipment orders by the specified time.
  
  - 5. Moving/respotting of cranes and other support and mechanical services will be billed according to the prevailing labor rates including travel, if required to perform these services. During weekends and holidays all labor hours for this service will be billed at the mechanic's and electrician's OT rate. In addition, all call-out requests will be billed for a minimum of four hours based upon the prevailing labor rates.
  
- I. Wharfage and other Tariff rates and charges will be assessed as appropriate in addition to all equipment rental rates.
  
- J. Any applicable sales tax arising as the result of the rental of equipment will be assessed in addition to all equipment rental rates.
  
- K. Equipment can only be operated by authorized and trained personnel. Renters must follow all equipment manufacturer standards and requirements while equipment remains in their care, custody and control.

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## SECTION VII - STORAGE RULES

### 1. Free Time

#### A. Definition of Free Time

Free time means the specific period of time cargo may occupy assigned space on Port marine terminal facilities free of storage charges. Free time can occur immediately prior to loading or after the discharge of such cargo from the vessel.

#### B. Allowances


1. For breakbulk cargo (undercover), free time of 10 days, excluding Saturdays, Sundays and legal holidays, will be allowed. The free time period will begin at 7 a.m. after receipt of cargo at the first place of rest or, if the cargo is discharged from the vessel, at 7 a.m. after the vessel completes discharge.
2. Cargo on open ground shall be allowed free time of 30 calendar days.
3. Gate access and availability to be agreed upon by Facility User and the Port in advance of shipment receipt.

#### C. Exceptions

1. Explosives, inflammable, and hazardous commodities shall be allowed the first business day free, then subject to Tariff rate.
2. Excludes containers or Breakbulk handled at T6.
3. Salvaged or offensive cargo, if in damaged or offensive condition of any nature, may, at the option of the Port, be refused any free time and shall be subject to immediate loading or removal.
4. Extended free time: For larger than normal cargo shipments and upon shipper's request, the Port, or the terminal operator at their sole discretion, may grant time of up to 60 days beyond the regular free time allowance.

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## 2. Terminal Storage

### A. Definition

Terminal storage is the service of providing warehouse or other marine terminal facilities for the storing of in-transit cargo interchanged with or between water carriers at the Port when arrangements are entered into prior to the arrival of the cargo at the Port.

### B. Conditions Governing Acceptance of Cargo for Storage

Storage of cargo interchanged with or between water carriers at the Port's marine terminal facilities at Portland, Oregon, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required (covered, open, bonded), length of time storage will be necessary, and name and address of the party responsible for storage payment, and accepted by the Port no later than 24 hours prior to cargo's arrival.

If rehandling, repiling, shifting, or yarding of cargo is required for storage, it will be billed at the Tariff labor rates and equipment rates. Invoices will be issued against the owner of the cargo at the time of move.

If drayage is required to make the cargo available for storage, the drayage expense will be in addition to any storage charges and will be invoiced to the owner of the cargo.

### C. Responsibility for Storage Charges


Storage charges shall be assessed against the owner of record for cargo in storage on the first day of the month for which the storage charges accrue. It shall be the responsibility of the cargo owner to notify the Port in writing whenever a change of title takes place giving the complete name and address of the new owner and the date title change takes place.

### D. Computing Monthly Storage Charges and Bonded Storage

Storage charges are payable in advance and will be computed on the following basis after the expiration of free time:

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1. Cargo that becomes subject to storage charges during the first 15 days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the 16<sup>th</sup> day of a month shall, for the balance of the month, be assessed a half month's storage. Thereafter, cargo remaining in storage on the first day of each succeeding calendar month shall be assessed the applicable monthly storage rate.

E. Cargo Removal

The Port reserves the right to have any cargo stored on its premises for a period of four (4) months or longer removed from its premises. If the owner of record fails to remove his cargo within 30 calendar days after notification requesting its removal, the Port may have the cargo removed from its premises with all costs incident to its removal and any subsequent storage elsewhere borne by the owner of the cargo.


F. Port's Right to Require Covered Storage

The Port reserves the right to require the Facility User to cover, or to have moved into an interior storage location, a commodity that is being stored outside if, in the discretion of the Port, the material creates a threat of or a hazardous substance release in violation of the Environmental Laws with which Facility User must comply under Tariff Section I.10.B. The Port will notify the Facility User that covered storage is required at the earliest opportunity. Facility User must make arrangements for the commodity to be moved into covered storage within ten (10) days of notification by the Port. Upon placement in covered storage, Facility User will be charged the current rates of covered storage, found in Tariff Part 2, Section VII – Storage Rates. If sufficient covered storage space is not available, the Facility User must remove the cargo from Port property within ten (10) days of notification by the Port. Other expenses, such as cleanup of outside storage location, drayage to new inside storage location, and expenses relating to the removal of the commodity from Port property is the responsibility of the Facility User.

G. Small Lot Fee

A charge will be assessed against inbound wood products and iron or steel for B/Ls below 20 metric tons.

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## **PART 2: RATES**

### **SECTION I – GENERAL RATES**

Item Number	Commodity Description	Unit of Measure	Rate (\$)
<b>138.000 Maritime Fire &amp; Safety Association</b>			
138.000	MFSA	Per arrival	<b>270.00</b>
<b>1000.000 Fresh Water Service</b>			
1000.001	Sewer Service	Flat fee per call	<b>1,000.00</b>
1000.002	Water Consumption	100 cubic feet or fraction thereof	<b>6.10</b>
<b>1010.000 Electrical Service</b>			
1010.003	Electrical current rates	Per Watt Hour	<i>These rates shall be those rates lawfully on file with the Oregon Public Utilities Commission.</i>
1010.004	Labor services	Labor hour	<i>Performed in connection with providing electrical current services.  This service will be billed based on appropriate labor rates.</i>
<b>1040.000 Security</b>			
1040.010	Security identification card fee – Initial/Renewal	Per card issued	-
1040.011	Security identification card fee – 1 <sup>st</sup> Replacement	Per card issued	<b>50.00</b>
1040.012	Security identification card fee – 2 <sup>nd</sup> Replacement	Per card issued	<b>75.00</b>

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1040.013	Security identification card fee – 3 <sup>rd</sup> Replacement In addition to fee, beyond 3 replacements require meeting with Marine Security Manager and completion of security training.	Per card issued	<b>100.00</b>
1040.020	Port security fee Vessels	Per dockage day Per vessel	<b>1,000.00</b>
<b>1090.000                      Passenger Traffic Service</b>			
1090.050	Passengers embarking/ disembarking to/from vessel or pier	Passenger	<b>10.00</b>
1090.060	Cruise Ship Embarking and/or Disembarking Passenger Traffic Fee	Per passenger per call	<b>10.00</b>
1090.070	Cruise Ship In Transit Passenger Traffic Fee	Per passenger per call	<b>10.00</b>
<b>1095.000                      Fendering System or Piling Damage Repairs</b>			
1095.061	Wooden pilings	Piling	<b>2,471.00</b>
1095.062	Chocks and whales	L/F	<b>208.00</b>
1095.063	Sleeved steel piling	Piling	<b>varies</b>
<b>1200.000                      Rail Storage and/or Track Rental</b>			
1200.100	Storage track rental <b>[Note: one-month minimum, billed in one-month increments]</b>	L/F per month	<b>0.92</b>
1200.200	Unauthorized storage of railroad cars <i>Unless otherwise provided in a lease or other agreement, no person, tenant, railroad shall allow its non-intermodal railroad cars to be serviced, stored, or remain on a Port marine terminal. Without first obtaining the specific written permission from the Port, such person, tenant, or railroad shall be assessed a charge.</i>	Railroad car per day	<b>20.00</b>

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# TERMINAL TARIFF NO. 10

 **PORT OF PORTLAND** (Cancels and replaces Terminal Tariff No.9)  
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## SECTION II - DOCKAGE RATES

<b>Item Number</b>	<b>Commodity Description</b>	<b>Unit of Measure</b>	<b>Rate (\$)</b>
<b>2010.000 Billing/Rebilling Fee</b>			
2010.010	Charged when the Port does not receive billing information in a timely manner. Usually for a delay in receiving a Statement of Facts or late request for lay status.	EA	<b>291.00</b>



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## Dockage Rate Tables - Facilities - Regular/Lay Berth

Vessel Length Overall							
Item Number	In Meters		In Feet		Dockage Rates (\$) See Notes below		
	Over	But Not Over	Over	But Not Over	Regular ---.150	Lay ---.151 50% Working Berth	Lay ---.152 25% Non-Working Berth
2100.---	-	107	-	351	1,885.00	943.00	472.00
2105.---	107	114	351	374	2,340.00	1,170.00	585.00
2110.---	114	122	374	400	2,574.00	1,287.00	644.00
2115.---	122	130	400	426	2,850.00	1,425.00	713.00
2120.---	130	137	426	449	3,165.00	1,583.00	792.00
2125.---	137	145	449	475	3,413.00	1,707.00	854.00
2130.---	145	152	475	498	3,748.00	1,874.00	937.00
2135.---	152	160	498	524	4,254.00	2,127.00	1,064.00
2140.---	160	168	524	551	4,572.00	2,286.00	1,143.00
2145.---	168	175	551	574	4,962.00	2,481.00	1,241.00
2150.---	175	183	574	600	5,513.00	2,757.00	1,379.00
2155.---	183	191	600	626	6,282.00	3,141.00	1,571.00
2160.---	191	198	626	649	7,304.00	3,652.00	1,826.00
2165.---	198	206	649	675	8,319.00	4,160.00	2,080.00
2170.---	206	213	675	698	9,380.00	4,690.00	2,345.00
2175.---	213	221	698	725	10,869.00	5,435.00	2,718.00
2180.---	221	229	725	751	12,438.00	6,219.00	3,110.00
2185.---	229	236	751	774	14,113.00	7,057.00	3,529.00
2190.---	236	244	774	800	15,841.00	7,921.00	3,961.00
2195.---	244	259	800	849	18,193.00	9,097.00	4,549.00
2200.---	259	274	849	898	20,701.00	10,351.00	5,176.00
2205.---	274	290	898	951	23,319.00	11,660.00	5,830.00
2210.---	290		951		See Note 2	See Note 2	See Note 2
2215.---	Tug Boats: Lay---.151 =\$345.00						

- Note 1** An additional dockage period shall not be assessed when a vessel departs from the Port within 60 minutes of a subsequent dockage period after the first full period.
- Note 2** Vessels exceeding 290 meters in length will be charged an additional \$2,500.00 for each 15 meters or portion thereof length in excess of 290 meters, or for each 49 feet or portion thereof of length in excess of 951 feet.
- Note 3** Rate per 24-hour period or fraction thereof.
- Note 4** Long Term Dockage rates of period greater than 30 days shall be subject to quote, following written request to the Port.

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## SECTION III - BREAKBULK RATES

<b>Item Number</b>	<b>Commodity Description</b>	<b>Unit of Measure</b>	<b>Rate (\$)</b>
<b>3050.000    <i>Liquid Bulks</i></b>			
3050.251	Wharfage	S/T	Contact for quote
3050.252	Wharfage - overside	S/T	Contact for quote
<b>3300.000    <i>Cargo NOS</i></b>			
3300.251	Wharfage	K/T or CM	Contact for quote
3300.252	Wharfage - overside	K/T or CM	Contact for quote
<b>3400.000    <i>Dry Bulks</i></b>			
3400.100	Wharfage	per 1,000 MT	Contact for quote

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## SECTION IV – CONTAINER CARGO RATES

<b>Services</b>			
Item Number	Commodity Description	Unit of Measure	Rate (\$)
4380.100	In/Out gate fee - Empty or loaded container in/out gate and lift to/from chassis	Per move	<b>50.00</b>
4380.210	VACIS Inspection (includes roadability inspection if further inspection is needed after roadability report)	Per container	<b>232.00</b>
4380.220	Open doors for inspection	Per container	<b>100.00</b>
4802.886	Container fumigation "set aside" -Upon receipt of advance notification (prior to receipt of the container), at the discretion of the Port and provided that space is available, containers will be set aside for fumigation inspection by shipper/owner.	Per container	<b>207.00</b>
4809.800	Refrigerated full containers -Reefer first day service -Does not include Partlow Chart charging	Per container	<b>65.00</b>
4810.884	Refrigerated full containers -Day rate -Reefer monitoring -includes monitoring and electricity for each day excluding the first day A new calendar day charge will not be applied for the period from midnight to 6am when ship loading/unloading is completed between midnight and 6am.	Per container	<b>40.00</b>
4811.100	Refrigerated full containers Weekend Rate -Reefer monitoring -includes monitoring and electricity for each day excluding the first day A new calendar day charge will not be applied for the period	Per Container	<b>\$100.00</b>

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	from midnight to 6am when ship loading/unloading is completed between midnight and 6am.		
4820.800	Placarding Import Container - attach	Per container	<b>37.00</b>
4820.810	Placarding Import Container - remove	Per container	<b>52.00</b>

<b>4200.000 Container/Chassis Storage – Fees</b>			
4200.300	Storage – Chassis (after 10 days' free time)	Per calendar day, per Chassis	<b>5.00</b>
4200.110	Storage – Loaded 20' Import Container – First 5 calendar days after 5 days' free time	Per calendar day, per Container	<b>10.00</b>
4200.115	Storage – Loaded 20' Import Container – After first 5 calendar days	Per calendar day, per Container	<b>20.00</b>
4200.120	Storage – Loaded 40' Import Container – First 5 calendar days after 5 days' free time	Per calendar day, per Container	<b>20.00</b>
4200.125	Storage – Loaded 40' Import Container – After first 5 calendar days	Per calendar day, per Container	<b>40.00</b>
4200.130	Storage – Loaded 45' Import Container – First 5 calendar days after 5 days' free time	Per calendar day, per Container	<b>20.00</b>
4200.135	Storage – Loaded 45' Import Container – After first 5 calendar days	Per calendar day, per Container	<b>40.00</b>
4322.805	Late gate charge	Per Container	<b>Contact for Quote</b>
<b>Container Rehandle</b>			
4321.810	Container Rehandle: Full or empty/chassis	Per Rehandle	<b>50.00</b>
4323.810	Rolled container fee before terminal cutoff	Per Container	<b>30.00</b>

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4323.815	Rolled container fee after terminal cutoff	Per Container	<b>100.00</b>
<b>Container Repair</b>			
4800.100	ILWU Mechanic – weekday straight time only	Per hour	<b>197.69</b>
4800.105	Materials	Each	<b>Cost + 20% markup</b>

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## SECTION V - LABOR RATES

<b>OTHER LABOR SERVICES (Non-Stevedoring Operations)</b>						
Tariff Sub-Item Number						
	*Refer to Sub-Item No.	.600	.605	.625	.630	.635
<b>*Item Number</b>	<b>Labor Classification</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>Over Time</b>	<b>3rd Shift</b>	<b>3rd Shift or Weekend Overtime</b>
6500.000	Security Officers (Minimum 4-hour pay)	\$75.85	N/A	\$102.34	N/A	N/A
6530.000	Electrician	\$108.06	\$108.95	\$140.84	\$109.47	\$174.55
6540.000	Other (Includes plumbers, boilermakers, carpenters, laborers, operating engineers, painters and landscapers)	\$108.06	\$108.95	\$140.84	\$109.47	\$174.55
6550.000	Landscape Gardeners	\$68.57	N/A	\$89.42	N/A	N/A
6560.000	ILWU Mechanic	\$197.69	\$231.21	\$247.97	\$258.04	\$278.16
6565.000	ILWU Mechanic Leadman	\$206.07	\$242.39	\$260.56	\$271.44	\$293.24
6570.000	Harbor Industrial Ops Manager	\$197.36	N/A	N/A	\$0.00	\$0.00

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<b>Note 1</b>	Labor will be billed in 30-minute increments unless otherwise specified.		
<b>Note 2</b>	1st Shift - Covers work performed by:		
<b>Note 3</b>	2nd Shift - Covers work performed by:		
<b>Note 4</b>	Overtime - Covers work performed by:		
<b>Note 5</b>	3rd Shift - Covers work performed by:		
<b>Note 6</b>	Weekend Overtime - Covers work performed by:		
<b>Note 7</b>	Labor rates do not include equipment charges used by the crafts to perform		

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## SECTION VI - EQUIPMENT RATES

Item Number	Equipment Description	Unit of Measure	Rate (\$)
<b>7000.000</b> <b>Cranes</b> <i>(Note: Cranes provided at T2 require a 4-hour minimum)</i>			
7000.700	Container cranes - T6 -Furnished with container lifting beams	Hour	844.00
7020.700	Container cranes - T6 -When used for noncellurized, conventional, breakbulk vessels or river barges	Hour	633.00
7030.710	Hitachi Gantry Crane - T2 -When used for noncellurized, conventional, breakbulk vessels or river barges	Hour	633.00
7040.720	Crane beam or cargo hook change to/from another crane	Change Weekday	304.00
7040.725	Crane beam or cargo hook change to/from another crane	Change Weekend	407.00
<b>7200.000</b> <b>Clamshell Bucket</b>			
7200.700	Clamshell Bucket Rental	MT	1.05
7200.710	Tractor (4-hour minimum)	Hour	56.00
7200.720	Lift Truck > 40,000 LB (4-hr min)	Hour	174.00
7200.730	Lift Truck < 40,000 LB (4-hr min)	Hour	105.00
7200.740	Yard Truck (4-hour minimum)	Hour	32.00
<b>7250.000</b> <b>Top Loaders/Reach Stackers</b>			
7250.700	Top Loaders/Reach Stackers (4-hour minimum, fuel is included)	Hour	308.00
<b>7300.000</b> <b>Container Yard Truck and Trailer</b>			



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7300.700	Chassis, trailer	Day	187.00
<b>7600.000</b>	<b>Other Equipment</b>		
7600.100	Street Sweeper/Vacuum	Hour	159.00
7600.105	Street Sweeper/Vacuum	Day	1,056.00
7600.110	40' Manlift	Hour	53.00
7600.115	40' Manlift	Day	317.00
7600.120	60' Manlift	Hour	79.00
7600.125	60' Manlift	Day	422.00
7600.130	135' Manlift	Hour	211.00
7600.135	135' Manlift	Day	1,372.00
7600.140	Backhoe	Hour	105.00
7600.145	Backhoe	Day	528.00
7600.150	Crane 22 Ton Grove	Hour	132.00
7600.155	Crane 22 Ton Grove	Day	792.00
7600.170	12 yard Dump Truck	Hour	132.00
7600.175	12 yard Dump Truck	Day	844.00
7600.180	Asphalt Crack Fill Machine	Hour	105.00
7600.185	Asphalt Crack Fill Machine	Day	686.00

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Item Number	Equipment Description	Unit of Measure	Rate (\$)
7600.180	Asphalt Crack Fill Machine	Hour	102.00
7600.185	Asphalt Crack Fill Machine	Day	665.00

Notes below are for 7600.000 – Other Equipment only.

- Note 1** Port equipment in this category is not for rent or use by outside parties.
- Note 2** All equipment usage rates are for charges while Port of Portland marine maintenance personnel are operating. Special exceptions may apply.
- Note 3** Rates do not include Port Operator labor rates. Labor rates are in addition to equipment rental charge.
- Note 4** Day rates refer to work performed within the Marine Maintenance M-F regular 1<sup>st</sup> shift work schedule.
- Note 5** Rates include fuel cost. Rates do not include any disposal costs. Disposal fee is cost plus 25% markup.

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## SECTION VII - STORAGE RATES

<b>8200.000 Dry Bulks, Liquid Bulks, Cargo NOS</b>
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All cargo storage rates will be billed on the basis of short tons/40 cubic feet or kilotons/cubic meters units of measure. Please contact for quote.
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## **PART 3 – MISCELLANEOUS AND FORMS**

### **SECTION I - TERMS AND MEASUREMENTS**

#### **List of Abbreviation and Reference Marks Used in this Tariff**

% .....	Percent
B/L .....	Bill of Lading
CBP .....	Customs and Border Protection
C/M .....	Cubic Meter
FMC .....	Federal Maritime Commission
K/T .....	Kiloton(s)
M&R.....	Maintenance and Repair
MBF .....	Thousand Board Feet
MT .....	Metric Ton
NOS .....	Not Otherwise Specified
OT .....	Overtime
S/T .....	Short tons (2,000 pounds)

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## Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this Tariff.

<u>US Equivalent</u>	<u>Metric Equivalent</u>
1.0 ..... Pound	0.4536..... Kilogram
2.2046 ..... Pounds	1.0 ..... Kilogram
100.0 ..... Pounds(U.S.-CWT)	45.359..... Kilograms
2,000.0 ..... Pounds (Short Ton)	907.2 ..... Kilograms
2,204.6 ..... Pounds	1,000.0..... Kilograms (1 Metric Ton/Kiloton)
2,240.0 ..... Pounds (Long Ton)	1,016.04 ..... Kilograms
1.0 ..... Inch	2.54 ..... Centimeters
1.0 ..... Foot	0.3048..... Meter
1.0 ..... Yard	0.9144..... Meter
3.2808 ..... Feet	1.0 ..... Meter
1.0 ..... Square Foot	0.0929..... Square Meter
10.76 ..... Square Feet	1.0 ..... Square Meter
1.0 ..... Cubic Foot	0.0283..... Cubic Meter
35.3147..... Cubic Feet	1.0 ..... Cubic Meter
40.0..... Cubic Feet	1.1327..... Cubic Meters
1.0..... Barrel (42 Gallons)	158.9873 ..... Liters
36.576 ..... Cubic Feet (water)	1.0 ..... Metric Ton (water) 36 .....
Cubic Feet (water)	1.0 ..... Long Ton (water)

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## Metric Conversion Table

To Find	Given	Multiply	X
Kilograms .....	Pounds	Pounds.....	0.4536
Pounds .....	Kilograms	Kilograms.....	2.2046
Metric Tons .....	Short Tons	Short Tons .....	0.9072
Metric Tons .....	Long Tons	Long Tons .....	1.0160
Short Tons .....	Kiloton/Metric Tons	Metric Tons.....	1.1023
Long Tons .....	Metric Tons	Metric Tons .....	0.9842
Cubic Meters .....	Measurement Tons (40 CF)	Measurement Tons .....	1.1327
Measurement Tons (40 CF)...	Cubic Meters	Cubic Meters.....	0.8828
Square Feet .....	Square Meters	Square Meters .....	10.76
Square Meters .....	Square Feet	Square Feet.....	0.0929
Cubic Feet.....	Cubic Meters	Cubic Meters.....	35.3147
Cubic Meters .....	Cubic Feet	Cubic Feet .....	0.0283
Cubic Meters .....	MBF (Thousand Board Feet)	MBF .....	2.3597
MBF (Thousand Board Feet) .....	Cubic Meters	Cubic Meters.....	0.4238
Acres .....	Hectares	Hectares .....	2.47
Hectares.....	Acres	Acres .....	0.4046
Miles .....	Kilometers	Kilometers.....	0.62
Kilometers .....	Miles	Miles.....	1.609
Square Feet .....	Acres	Acres.....	43,560

**Note: The equivalents and metric conversion tables page is for information only. Not on file with the FMC.**

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## SECTION II - FORMS

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