

# *PORT OF COLUMBIA COUNTY TARIFF NO. 1*

*EFFECTIVE: SEPTEMBER 1, 2024*

*RATES, CHARGES, RULES AND REGULATION FOR SERVICES PERFORMED  
BY AND AT THE PORT OF COLUMBIA COUNTY*

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## SECTION 1 - ABBREVIATIONS AND DEFINITIONS

### ITEM 100 – Abbreviations Explained

BM	Board Measure
Bbl	Barrel
C/M or CBM	Cubic Meters
Cu Ft	Cubic Feet
Dia	Diameter
Hdlg	Handling
Kilos	Kilograms
MT or mt	Metric ton (1000 kg)
Min	Minimum
Misc	Miscellaneous
NOS	Not Otherwise Specified
Pkg	Package
RR	Railroad
S&F	Services and Facilities Charge
SU	Set Up
T	Ton (2,000 lbs.)
Whfg	Wharfage
W/M	Weight or Measure

**ITEM 105 - Metric Conversions**

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

Measure	Metric Equivalent
1 Lb.	.4536 Kilograms
1 Ton of 2,000 lbs.	907.2 Kilograms
1 Inch	2.54 Centimeters
1 Foot	.3048 Meters
1 Yard	.9144 Meters
40 Cubic Feet	1.1327 Cubic Meters
1 Gallon	3.7854 Liters
Measure	English Equivalent
1000 Kilograms	2204.6 lbs.
1 Centimeter	.3937 Inches
1 Meter	39.37 Inches

**Conversion:**

Kilograms to lbs.	Multiply Kilograms X 2.2046 lbs.
Lbs. to Kilograms	Lbs. Divided by 2.2046
Cu. Meters to Cu. Feet	Multiply Cu. Meters X 35.314
Cu. Feet to Cu. Meters	Multiply Cu. Feet X 0.0283
Feet to Meters	Multiply Feet X .3048
Meters to Feet	Multiply Meters X 3.281
MBF to CBM	Divide by 2.36

**Metric Equivalents:**

1 Metric Ton =	2,204.6 Pounds
1 Pound =	0.4536 Kilos
1 Cubic Meter =	35.314 Cubic Feet
1 Cubic Foot =	0.0283 Cubic Meters
1,000 ft. B.M. =	83.333 Cubic Feet
1 Cubic Meter =	423.768 Ft. B.M.

## ITEM 110 – Definitions

**Bulk Cargo Defined:** Cargo that is loaded and carried in bulk without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to the requirements of this part.

**Cargo Defined:** All articles, goods, materials, merchandise or wares carried onboard a ship, railcar, truck, barge or other conveyance and which is listed on cargo documentation.

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

**Dockage Defined:** The charge assessed against a vessel for berthing at a wharf, dock, pier, bulkhead structure, or bank or for mooring to a vessel so berthed. Note: Issued pursuant to 46 Code of Federal Regulations, Part 525, and differs as underlined.

**Facility User Defined:** All persons or entities performing services at the Port of Columbia County including their respective partners, officers, directors, agents, employees, invitees and/or contractors and subcontractors.

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

**Marine Terminal Operator Defined:** A person engaged in the United States or a commonwealth, territory, or possession thereof, in the business of furnishing wharfage, dock, warehouse or other terminal facilities in connection with a common carrier, or in connection with a common carrier and a water carrier subject to subchapter II of chapter 135 of title 49, United States code. A marine terminal operator includes, but is not limited to, terminals owned or operated by states and their political subdivisions; railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and warehousemen who operate port terminal facilities. For the purposes of this part, marine terminal operator includes conferences of marine terminal operators.

**NOS (Not Otherwise Specified) Defined:** The entry in a tariff that can apply to commodities not covered under a specific item or sub-item in the applicable tariff.

**Person Defined:** Individuals, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives.

**Terminal Facilities Defined:** One or more structures comprising a terminal unit, which include, but are not limited to, wharves, docks, warehouses, covered and/or open storage spaces, cold

storage plants, cranes, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers. Note: Issued pursuant to 46 Code of Federal Regulations, Part 525, and differs as underlined.

**Terminal Services Defined:** Services including checking, dockage, free time, handling, heavy lift, loading and unloading, terminal storage, usage, wharfage, and wharf demurrage, as defined in this section. The definitions of terminal services set forth in this section shall be set forth in terminal schedules, except that other definitions of terminal services may be used if they are correlated by footnote, or other appropriate method, to the definitions set forth herein. Any additional services which are offered shall be listed and charges therefore shall be shown in the terminal schedule.

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

## **SECTION 2 - GENERAL RULES AND REGULATIONS**

### **ITEM 200 - Application of Tariff**

1. Notice to Public: This tariff is published and filed as required by law and is notice to the public, shippers, consignees and carriers that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and freight without specific notice, quotations to, or arrangement with, the public, shippers, consignees or carriers.
2. Tariff Effective: The rates, charges, terms, rules, regulations, additions and revisions named in this tariff shall apply at all Port of Columbia County facilities on or after effective date of this tariff. Unless otherwise specified, all transit cargo received and undelivered prior to effective dates of tariff, additions and revisions or supplements thereto, shall be charged the rates effective on the date the particular service is performed.
3. Conditions for conducting any business on Port of Columbia County facilities are subject to specific authorization by the executive director and may include provisions to protect public safety, security, environment, and health.
4. Use of Terminals, Deemed Acceptance: Use of wharves, facilities or services shall be deemed complete acceptance of this tariff and the terms and conditions named herein. It is incumbent upon any persons, organizations or companies conducting business on Port of Columbia County properties to fully comply with provisions of applicable federal, state, local and Port statutes and/or regulations.
5. Specific Rates Prevail: Rates provided for specific commodities shall prevail over any general commodity or NOS rate.

### **ITEM 205 - Damage to Port Property and the Environment**

1. Piling Damage Replacement: Vessels are responsible and will be invoiced for damage to any Port facilities or structures during their occupancy of a Port berth. Damages identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthing unless the Port is notified in writing by the vessel's agent of any pre-existing damage, prior to or at tie-up.
2. Environmental Costs: Each Facility User will be responsible for all costs associated with response to, or abatement of any spills, releases, or discharges of pollution, invasive species, or hazardous materials into the air, land, groundwater or waterways in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from or are caused by the Facility User's vessel, equipment, or operations. If a Facility User does



not immediately commence cleanup, the Port may undertake cleanup operations, and the Facility User will reimburse the Port for all such costs within thirty (30) days of written demand by the Port. With respect to invasive species, recoverable environmental costs 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.

#### **ITEM 210 - Acceptance, Retention or Delivery of Cargo Conditional**

1. Right to Refuse Cargo: Right is reserved by the Port of Columbia County without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or to permit vessel to discharge:
  - a. Cargo for which previous arrangements for space, receiving, unloading or handling, has not been made by shipper, consignee, or carrier.
  - b. Cargo deemed extra offensive, perishable, or hazardous.
  - c. Cargo, the value of which may be determined as less than the probable terminal charges.
  - d. Cargo not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned, at discretion of terminal operator and all expense, loss or damage incident thereto shall be for account of shipper, consignee or owner.
2. Right to Remove, Transfer or Warehouse Cargo: Cargo which, by its nature, is liable to damage other cargo is subject to immediate removal, either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage for the account of the owner, shipper or consignee.

Cargo remaining on wharf or wharf premises after expiration of free time and cargo shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacle within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear.

3. Right to Withhold Delivery of Cargo: Right is reserved by the Port of Columbia County to withhold delivery of cargo until all accrued terminal charges and/or advances against said cargo have been paid in full.
4. Right to Sell for Unpaid Charges: Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Cargo of a perishable nature or of a

nature liable to damage other cargo may be sold at public or private sale without advertising, providing owner has been given proper notice to pay charges and to remove said cargo and has neglected or failed to comply.

5. Explosives: The acceptance, handling or storage of explosive or excessively inflammable material shall be subject to special arrangements with the Port of Columbia County and governed by rules and regulations of federal, state and local authorities. Hazardous cargos must have been prepared for shipment in accordance with the applicable Department of Transportation regulations contained in 49 Code of Federal Regulations. Shippers, vessels and inland carriers are hereby warned that the party or parties responsible for infractions will be subject to such penalties that may result as a violation of the rules.
6. Owner's Risk:
  - a. Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidation, wastage, decay and glass, liquids and fragile articles will be accepted only at the owner's risk for rust, tarnish, discoloration, breakage, leaking, chafing and similar loss or damage that may occur despite accepted practices for the care of cargo.
  - b. Cargo on open ground or dock is at owner's risk for loss or damage.
  - c. Timber and log or lumber rafts, and all watercraft when and if permitted by the Port of Columbia County to be moored at moorage dolphins, at wharves or alongside vessels, are at owner's risk for loss or damage.
  - d. Cleanup of refuse, breakage, wastage or other debris associated with cargo shall be for the account, as applicable.

#### **ITEM 215 - Collection and Guarantee of Charges and Terms**

1. Terms:
  - a. Terms are cash. All fixed charges named herein, and charges made for services not specified herein shall become due and payable as they accrue. Any pending or alleged claims against the Port of Columbia County will not be allowed as an offset against outstanding invoices or accrued charges until such claims have been allowed or legally established. Regular and usual procedure must be followed in respect to such claims against the Port of Columbia County and, prior to their allowance, they shall constitute no valid reason for non-payment of charges or for modification of the provisions of this item.

- b. Delinquency Charges on Delinquent Invoices: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation. Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid 30 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge. The delinquency charge is one and one-half percent (1.5%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be less than \$100 per month nor higher than the maximum rate permitted by law.
  - c. Collection Costs: Delinquent accounts on which collection efforts require use of legal counsel and/or litigation including trial or any appeal thereafter shall be assessed all costs including accrued interest and any extra expense, including legal expense and attorney fees, even though no litigation is brought. If any arbitration or litigation is instituted to collect sums due under this, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
  - d. Any federal, state, or local taxes applicable will be assessed in addition to the charges as set forth in this tariff.
2. Charges Collected, from Whom:
- a. Port Charges: All charges are due from the vessel, its owner or operator or shipper or consignee unless otherwise specified on the berth application (absorbed by the ocean or inland carriers). In transit cargo in connection with ocean carriers, however, these charges (unless absorbed by inland carriers) and any wharf demurrage or miscellaneous charges accrued against said cargo and of which the vessel, its owners or operators have been apprised, will be collected from and payment of same must be guaranteed by the vessel, its owners or operators. The use of a wharf by vessel, its owners or operators, shall be deemed an acceptance and acknowledgment of this guaranty. Owners or operators of vessels, if and when permitted to make own deliveries of cargo from wharf, will be held responsible for payment of any wharf demurrage accrued against cargo delivered to them.
  - b. Service and Facility Charge: If charged, the full amount of such charges shall be billed to and paid by the vessel, its owners or operators, to the Port.
  - c. Prepay Cargo: Right is reserved by the terminal operators to demand prepayment of all charges on perishable cargo or cargo of doubtful value and on household goods

or goods, the charges upon which are due from parties whose credit has not been established or is impaired.

#### **ITEM 220 - Demurrage**

1. Demurrage of Railroad Cars and Vessels
  - a. Railroad Cars: The Port shall assume no responsibility for railroad car demurrage except for physical damage to such railcars caused solely by the Port's own willful negligence. Demurrage caused by delays arising from strikes, slowdowns, labor actions or riots of any persons in the employ of the Port or service of others shall not be assumed by the Port.
  - b. Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except for physical damage to such vessel caused solely by the Port's own willful negligence. Any such liability will be computed on the actual down time during regular terminal working hours only and such down time constitutes the extent and limit of Port liability. In no case shall the Port be responsible for other damages, including without limitation, loss of profits, loss of markets, special or consequential damages.
2. No Waiver of Charges for Delays: Delays or losses in loading, unloading, receiving, delivering or handling of cargo arising from strikes, slowdowns or riots by any persons in the service of others or arising from any other cause shall not entitle owners, shippers, consignees, or carriers to waive any terminal charges or expenses. Delays in loading, unloading, receiving, delivering or handling cargo arising from any cause not reasonably within the control of the Port will not entitle the owners, shippers, consignees, or carriers of the cargo a waiver of wharf demurrage or any other terminal charges, or expenses that may be incurred.

#### **ITEM 225 - Insurance, Indemnification, Limitations on Liability**

1. Insurance

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain the following insurance coverage:

Workers Compensation Insurance (including Longshoremen and Harbor Workers Act and/or Jones Act coverage, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work.

Commercial General Liability Insurance must be secured, with coverage of at least \$5,000,000 for each occurrence. This coverage includes automobile liability, broad form

contractual liability and broad form property damage covering property in the insured's care, custody and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessels being loaded by a party on Port premises and adjoining areas. Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage upon request. Such insurance shall name the Port as an additional insured as respects use of facilities and shall provide that the terminal is to be given 30 days prior written notice of cancellation.

In addition, Employer's Liability insurance is required in an amount not less than \$2,000,000.

2. Indemnity: Facility user shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port, including its elected or appointed officials, commissioners, officers, agents and employees, from and against, and reimburse the Port 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 and which, in whole or in part, directly or indirectly, arise from 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 the marine terminal facility 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; or
  - d. any damage caused by the facility user on or to the marine terminal facility. For purposes of this provision, "facility user" shall be deemed to include facility user and facility user's respective partners, officers, directors, agents, employees, invitees and/or contractors and subcontractors.
3. Himalaya Clause: The protections and limitations of liability provided by the Himalaya Clause, Item 245, shall apply to all cargo and merchandise that has been loaded from, discharged to or located on the Port's marine terminal facilities.
4. Excess Cargo Value: Carrier will indemnify the Port, including its elected or appointed officials, commissioners, officers, agents and employees, from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of cargo loss or damage occurring on the Port's marine terminal facilities or as a consequence of services provided by the Port at such facilities in excess of \$500 per package 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.

5. Other Cargo or Merchandise: The Port will have no liability for and each facility user will indemnify the Port, including its elected or appointed officials, commissioners, officers, agents and employees, from and against, and reimburse the Port for, any liability, damage and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of loss or damage to cargo or merchandise that is not moving as cargo by ocean or inland marine carrier (such as specialty crane service or truck to truck or truck to rail movements) occurring on the Port's marine terminal facilities or as a consequence of services provided by the Port at such facilities, in excess of \$500 per package lawful money of the United States, or in case of goods not shipped in packages per customary freight unit.
6. Limits of Liability: Except as to specific exclusions from and limitations of liability stated in this tariff, the Port shall have liability for its own willful negligence but only to the extent of the direct damages caused by such willful negligence. In all cases the Port's liability shall be limited as stated in this tariff. Further, the Port shall not be responsible or liable for any indirect, consequential or special damages, including, without limitation, claims for loss of profit, loss of markets, loss of use of property, delay and damages consequential upon loss of use, whether the same results from willful negligence, breach of this Agreement or otherwise, and even if the possibility of such may have been foreseeable.

#### **ITEM 230 - Conditions of Services or Conduct of Operations**

Facility users providing services, labor, material, supplies or equipment on Port marine terminal facilities or who are using or receiving the services of the Port and/or its marine terminal facilities (excluding only employees of the Port) do so subject to the following conditions:

1. Independent Contractors: In any service relationship with the Port facility users shall be independent contractors, each to the other, and they shall not be agents or employees, one for the other or for the Port, for any purpose.
2. Use of Facilities Deemed Acceptance of Tariff and Conditions: Uses of the terminal facilities shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. The Port reserves the right to set work and safety rules, conditions for use and operations procedures applicable to specific locations or operations within the Port's facilities in addition to commercial rules stated in this tariff. All parties using Port facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and are obligated to notify the Port immediately upon discovery of any conditions, equipment or facilities deemed to be unsafe. It is the

responsibility of the user to be aware of the physical characteristics of the facilities, the terms of this tariff and all rules or conditions applicable for activities at the facilities of the Port.

3. **Compliance with Law; Workmanlike Performance:** As a condition to the right to conduct business or operate on Port property, facility users warrant that all operations by the facility user and its employees, agents, contractors or subcontractors, will be conducted at all times in compliance with applicable federal and state law or regulation and with necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner. The conduct of such business or operations on Port property shall be deemed to be an offer of such warranty, and its acceptance by the Port. If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages, expenses or liabilities, such facility user shall defend, indemnify and save harmless, and reimburse the Port for and against any such losses, suits, claims, damages, liabilities, or liabilities (including attorneys' fees incurred by the Port.)
4. **Indemnity:** Each facility user shall indemnify and hold harmless the Port, including its elected or appointed officials, commissioners, officers, and agents, its employees themselves or persons in their employ and expenses (including attorneys' fees) for injury to or death of any person, (including employees of the Port), arising from or related to the operations of the facility user, its employees, agents, contractors or subcontractors, provided, however, this paragraph shall not be construed to relieve the Port from liability for its willful negligence, or from the willful negligence of its employees or agents, except as otherwise stated in Item 225 of this tariff.

#### **ITEM 235 - Responsibility for Loss, Damage and Delay of Merchandise**

1. **Port's Responsibility Limited:** The Port shall not be responsible for any loss or damage to merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence and subject always to the limitations of and exemptions from liability stated in this tariff and otherwise provided by applicable law.

The Port shall not be responsible for any damage to cargo loaded at the facilities covered by this tariff after cargo is transferred to the beyond carriers (whether inland or ocean going) and is removed from the Port facilities.

Further, except for want of due diligence, the Port shall not be liable for any personal injury, damage or loss (including without limitation to empty containers) which results from (1) animals, insects, rodents or vermin; (2) decay, deterioration, evaporation, shrinkage or loss of quality or value for inherent vice of product cargo; (3) interruptions in electrical power, fire, frost, leakage or discharge from fire protective systems, oxidation or rusting, collapse of buildings or structures, breakdown of plant or machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will the terminals be

responsible for any loss, damage or delay arising as a result of insufficient notification; (4) civil disorder, insurrection, riot, strike, slowdown or labor stoppage of persons in the service of others, nor from delay caused by shortage of qualified labor; (5) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

2. Responsibility During Free Time Period: Except as limited by specific provisions in this tariff, liability for loss, damage or delay to merchandise during free time periods as specified in the tariff shall be limited as set forth in the ocean carrier's receipt or bill of lading.
3. Responsibility as Warehousemen: Except as limited by specific provisions, liability for loss, damage or delay to merchandise while in the care or control of the Port at any time other than the free time periods specified in this tariff shall be that of a warehouseman only.
4. Valuation of Cargo or Merchandise for Claims Purpose: Any claims against the Port shall be based upon the actual cost of the merchandise plus freight, 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

#### **ITEM 240 - Claims**

1. Loss or Damage Claims: Unless notice of loss of or damage to cargo or merchandise is given in writing to the Port at the time of removal of the goods from the Port (or within three (3) days of removal if the loss or damage was not apparent) such removal shall be prima facie evidence of delivery of the goods in the same condition as received by or in the Port facilities. The Port shall be discharged from all liability in respect of cargo or merchandise unless suit is brought within one (1) year of the occurrence of the alleged loss or damage to cargo or merchandise.
2. Recovery of Overcharge Claims: Claims for recovery of overcharges must be filed in writing with the Port within twelve (12) months following the date of the invoice against which the overcharge is claimed.

#### **ITEM 245 - Himalaya Clause**

It is hereby expressly agreed between the Port and each ocean carrier, inland water carrier and inland land carriers (including rail and truck) (collectively "carriers) using the Port's facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "port parties") used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading shall be treated as and shall be express beneficiaries of those bills of lading. 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 bill of lading 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, including its elected or appointed officials, commissioners, officers, agents and employees, from and against, and reimburse the Port and port parties for, any liability, damage and claim (and all expenses connected therewith, including reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its bill of lading, 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. In the event of a conflict between the protections afforded by bills of lading issued by ocean and inland carriers, the Port may elect to rely upon the bill of lading, affording the lower limit of liability.

#### **ITEM 250 - Specified Rates Prevail**

Rates provided for specific commodities shall prevail over any general commodity or N.O.S. rate.

#### **ITEM 255 - Reservation of Agreement Rights**

1. The Port reserves the right to enter into agreements with common carriers, shippers and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state and national law governing the civil and business relations of all parties concerned.
2. The Port reserves the right to enter into an agreement for the use of specific storage space, tracks, or other terminal facilities at rates commensurate with their service rendered.

#### **ITEM 260 - Transshipped Cargo**

When transshipment is substituted by the vessel operator in lieu of direct call of vessel at the Port, the charge or charges on cargo so handled shall be the same as that applicable to cargo handled on direct call vessels.

## ITEM 265 - Berth Assignments

1. No vessel will be permitted to berth at a wharf or terminal facility of the Port of Columbia County without having first made application for a berth assignment and without such an assignment having been granted by the Port.
2. To download a printable/writable version of the Vessel Berth Application, please visit the Port's website at [www.portofcolumbiacounty.org/business-and-development/page/maritime](http://www.portofcolumbiacounty.org/business-and-development/page/maritime).

NOTE: In all instances where the "Party Responsible for Payment" listed on the Supplement to Application for Vessel Berth Application has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance of posting or acceptable security prior to vessel berthing.

3. Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel.
4. Berth assignments made by the Port are subject to alteration and revocation in the following conditions:
  - a. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
  - b. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of the delay and may be reduced or avoided by use of the berth by another vessel which is capable of cargo loading or discharge at the berth.
  - c. Whenever the Port deems a danger of congestion exists, any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply, the Port may order the vessel to vacate the berth.
  - d. Whenever any vessel occupies a berth provided with special purpose equipment or facilities, which are not required to facilitate the cargo operations of such vessel, the Port may, when faced with an urgent need to employ such equipment or facilities in connection with a cargo movement fitted to their use, requires the vessel on berth

to work around-the-clock or at overtime expense to clear the berth as soon as possible or order the vessel to vacate the berth.

- e. Any vessel ordered to vacate a berth in such circumstances will be assigned another berth if a satisfactory alternate is available or shall be permitted to return to the original berth immediately after the other vessel has completed cargo operations or has vacated the berth for any other reason, provided the conditions which caused the original issuance of the order to vacate are deemed by the Port to exist no longer.
  - f. All costs of extra or overtime labor, pilotage, shifting, tug-hire, linesmen or those of any description rising from the requirement of the Port under these rules shall be for the vessel's account.
5. Vessels required to Vacate Berths: Orders to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case shall such order require a vessel to vacate in less than two (2) hours from the time the order is issued and tendered to the vessel.
6. Penalty for Refusal to Vacate Berth: Whenever an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a **penalty dockage rate of twice the published dockage rate if the vessel remains on berth after such order has been issued** or tendered to the vessel. Penalty dockage will commence at the time the vacation was specified.

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

7. All persons to whom berths have been assigned shall be responsible and liable to the Port for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their tenancy and occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the executive director may immediately revoke the assignment to any such person without notice, and may refuse the use of any wharf, berth, or other facility to any such person until the Port has been fully reimbursed for any such damage.
8. Liability of the Port on Berth Assignments:
- a. Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned or substitute berth.

- b. Granting of berth assignments to assignees is not an implication or a guarantee of labor to be provided to work vessels, nor allocation of sufficient labor for a maximum desired operation. Such assignment or allocation of the labor force is beyond the control of the Port.
9. Conditions of Berth Assignment: In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al. v. Port of Anacortes, et al., and Port of Columbia County Tariff No. 1, Item 265, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:
- a. Except where and to the extent waived pursuant to paragraph b below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125 percent (125%) of the estimated applicable charges will be required to be posted with the Port, six (6) days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the party posting same.
  - b. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
    - 1. That party responsible has established credit worthiness acceptable to the Port; or
    - 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
    - 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
  - c. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of their knowledge all information called for herein on this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of Port charges, as enumerated, and the party responsible thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the

berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.

- d. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port, and if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Application with the Port.
- e. All estimates of Port charges are subject to approval and/or adjustments by the Port.
- f. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of Port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- g. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

#### **ITEM 270 - Disposal of Waste and Garbage**

- 1. Vessels requiring discharge of oily waste, contaminated garbage, medical waste, hazardous waste and/or regulated waste at the Port shall inquire of the Port's Operations Manager for the name(s) of oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) permitted by the Port to receive, properly transport, treat, and dispose of oily waste, contaminated garbage, medical waste and/or hazardous waste. The vessel shall arrange directly with such oily waste, contaminated garbage, medical waste, hazardous and/or regulated waste hauler(s) for such services and equipment. Payment of charges for these services and equipment provided by such oily waste, contaminated garbage, medical waste, hazardous and/or regulated waste hauler(s) shall be made directly to these haulers by the vessel, its agent, owner, charterer, or any party responsible for such payment of charges by the vessel.
- 2. Under this item, contaminated garbage means all APHIS regulated wastes including all kinds of victual and domestic wastes generated during the normal operation of the vessel. The oily waste, contaminated garbage, medical waste and/or hazardous waste hauler(s) are independent contractor(s) and are not agent(s) or employee(s) of the Port, and as such the Port shall not be liable for any act, omission, or negligence of any such oily waste, contaminated garbage, medical waste and/or hazardous waste hauler. Rates and charges assessed vessels by the Port of Columbia County for use of its facilities or services do not include this service, nor do they include insurance coverage for any

potential liability of any oily waste, contaminated garbage, medical waste and/or hazardous waste hauler permitted by the Port of Columbia County.

3. The discharge by a vessel of oily waste, contaminated garbage, medical waste, and/or hazardous waste at the Port of Columbia County must be performed in accordance with the terms of this tariff and applicable federal, state and local regulations.

#### **ITEM 275 - Manifests Required of Vessels**

Masters, owners, agents or operators of vessels are required to furnish the terminal with complete copies of the vessel's manifest, showing names of consignees or consignors and the weights or measurements of all cargo loaded or discharged at the terminals of the Port. Such manifests must also designate the basis, weight or measurement on which the ocean freight was assessed.

#### **ITEM 280 - Shipper Requests and Complaints**

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the executive secretary of Northwest Marine Terminal Association, Inc., P. O. Box 1970, Shelton, WA. 98584.

#### **ITEM 285 - Concealed Damage or Loss**

The Port will not accept responsibility for concealed damage or loss, nor for the condition of contents of damaged cargo when received in that condition from vessel or inland carrier.

## SECTION 3 - TERMINAL CHARGES ALL TRAFFIC

This section covers terminal operations, conditions and rates.

### ITEM 300-Dockage

Berth assignments are issued at the sole discretion of the Port and are revocable without notice.

#### 1. Dockage Periods:

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

Dockage shall be assessed in 12-hour increments or portion thereof. An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the first full period.

#### 2. Basis for Computing Charges:

- a. Dockage charges shall be based upon the vessel's length-over-all as published in "Lloyd's Register of Ships." Length-over-all shall be construed to mean the linear distance, expressed in feet or meters, from the most forward point on the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in "Lloyd's Register of Ships" the Port may obtain the length-over-all from the "Vessel's Register" or measure the vessel.
- b. When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the same terminal company, the total time at such berths will be considered together in computing the dockage charge.
- c. Vessels on lay status may be permitted to moor at idle terminal berths when such berths are available. Lay status permission must be requested from the Port of Columbia County in advance. Dockage charges for vessels on lay status shall be assessed on the basis of 25 percent of the applicable dockage rates published in this item or a minimum of \$600.00 per 24-hour period or fraction thereof, whichever creates the greater revenue.
- d. Vessels requesting lay status for 10 consecutive days or longer may request a negotiated rate when berths are available.

e. Vessels of the United States government may be berthed at Port terminals without charge at the discretion of the Port.

3. Dockage Rates:

Length-Overall in Meters		Rate Per 12 Hours	Rate Per 24 Hours
Over	Not Over		
0	107	\$1,134	\$2,268
107	114	\$1,408	\$2,816
114	122	\$1,547	\$3,094
122	130	\$1,715	\$3,430
130	137	\$1,904	\$3,808
137	145	\$2,053	\$4,105
145	152	\$2,255	\$4,509
152	160	\$2,559	\$5,117
160	168	\$2,751	\$5,501
168	175	\$2,985	\$5,969
175	183	\$3,316	\$6,632
183	191	\$3,781	\$7,561
191	198	\$4,395	\$8,789
198	206	\$5,004	\$10,008
206	213	\$5,643	\$11,285
213	221	\$6,539	\$13,077
221	229	\$7,483	\$14,966
229	236	\$8,490	\$16,980
236	244	\$9,529	\$19,058
244	259	\$10,945	\$21,889
259	274	\$12,452	\$24,904
274	290	\$14,028	\$28,056
290	or more	\$15,623	\$31,246



4. Vessels Required to Move, Vacate Dock, etc.:

Permission to dock vessels for other purposes than to load or discharge cargo shall be granted only at the option of the Port and conditional upon vessels shifting their position at wharf, vacating docks or leaving the terminal at the request of the Port.

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

**ITEM 305 - Maritime Fire and Safety Association [www.mfsa.com](http://www.mfsa.com)**

The Maritime Fire and Safety Association (MFSa) was formed to provide marine fire response and to supply training and supplies to combat marine fires. Annually, the MFSa adjusts its fees for service. Those fee adjustments are incorporated by reference into this tariff with an effective date as specified by the MFSa.

**ITEM 310 - Rail Fees**

The Port of Columbia County's rail fees and policies are addressed through the PWW Rail Agreement codified by Cascade Kelly, LLC, doing business as Columbia Pacific Bio-Refinery (CPBR), Portland General Electric (PGE) and the Port of Columbia County. Any new users of the rail will be subject to negotiations.

**ITEM 315 - Security Fees**

The Port will assess security fees against vessels, their owners, or operators calling at the Port's facilities. At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - \$866 per vessel per day, or any portion thereof.

**ITEM 320 - Weighing or Measuring**

Unless otherwise specified, all cargo received must be accompanied by certificate, bill of lading, manifest or other written evidence showing the weight or measure as required by the terminal operator.

### **ITEM 325 - Documentation To Be Provided**

The vessel, through its owners, operators, agents and customs brokers, shall give the Port all available information required for the efficient conduct of terminal services five (5) days prior to arrival. At a minimum the vessel is requested to furnish: vessel manifest, stow and hatch plans, packing lists, and crew and visitor lists. The Port will provide vessels working or scheduled to work at the terminal all usual and necessary information required by the vessel for the conduct of its operations.

## **SECTION 4 - SPECIFIC COMMODITY RATES ALL TRAFFIC**

### **ITEM 400 - General**

1. One wharfage and service and facilities (S&F) charge is assessed for each inbound or outbound movement of cargo.
2. Wharfage and S&F charges will not be assessed on cargo (over-stowed) which a vessel discharges and reloads prior to departure, in order to load or discharge cargo transiting the Port.
3. Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside a vessel directly to or from another vessel, barge, lighter, raft to or from water while vessel is berthed at wharf shall be assessed one-half (1/2) the wharfage and S&F rates due according to ship's manifest and the respective traffic and commodity classifications of the cargo.

### **ITEM 405 - Wharfage**

1. Cargo Not Loaded to Vessels:

When cargo, in transit, is received on wharf from car or dray and it is not delivered to vessel but is loaded out again to car or dray, full wharfage charges will be assessed.

2. Wharfage on Ship's Stores:

Ship's stores, fuel handled overside vessel and repair materials and supplies, all when intended for vessel's own use, consumption or repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for same.

Fuel handled over wharf, ballast, dunnage for cargo, materials ostensibly not for use in stowage of cargo taken from terminal at which materials are loaded, and lining lumber for use in lining vessels for grain or other bulk commodities will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.

3. Wharfage Rates are as specified.

**ITEM 410 - Minimum Charges**

Unless otherwise specified under individual items, the minimum wharfage charge for any single shipment will be \$600.00.

**ITEM 415 - Commodity Rates**

**WHARFAGE RATES**

Commodity Description	Unit of Measure	Rate (\$)
<b>LIQUID BULK</b>		
<b>Ethanol</b>	Rates per Barrel US	\$0.140
<b>Light Crude Oil</b>	Rates per Barrel US	\$0.150
<b>Petroleum Products</b>	Rates per Barrel US	\$0.114
<b>NOS</b>	Per Metric Ton	\$2.341