



# PORT OF CLARKSTON

## **TERMINALS TARIFF NO. 003**

(Cancels and replaces Terminals Tariff No. 002)

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### NOTICE

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

### **Naming: Rules, Regulations and Rates for**

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

**The Port of Clarkston**

### **ISSUING AGENT:**

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Issued by:

Port of Clarkston Commission

849 Port Way

Clarkston, Washington 99403

Effective January 1, 2024

## **Item 1.0: Introduction**

The term "Port" used hereinafter shall be held to mean The Port of Clarkston, Clarkston, WA, Asotin County USA.

## **Item 2.0: Application of Tariff**

Tariff No. 01 July 1, 1975, Tariff No. 02 January 1, 1995

### **2.1 Notice to Public**

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

### **2.2 Tariff Effective**

The rates, charges, rules and regulations named in this tariff for services and facilities (including the terminals and/or wharves of the Port), shall be applicable on and after the effective date of this tariff, or the effective date of any amendment hereto.

### **2.3 Use of Facilities Deemed Acceptance of Tariff**

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

### **2.4 All Rights Reserved**

Right is reserved by the Port to furnish all equipment, supplies and material and to perform all services on the terminals under rates and conditions named herein.

### **2.5 Terminal Use Permits**

The services of cargo handling or other terminal services may be provided by independent agents of the Port of Clarkston under terminal use permits issued by the Port of Clarkston Commission. These permits are available to any qualified agent desiring to provide terminal services at the Port of Clarkston and required by the Port of Clarkston.

### **2.6 Shippers' Requests and Complaints**

Requests and complaints from shippers on matters relating to the rates, rules, and regulations contained in this tariff must be made to the Port of Clarkston 849 Port Way, Clarkston, WA 99403.

### **2.7 Reservation of Agreement Rights**

The Port reserves the right to enter into agreements with carriers, shippers, and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state, and federal laws governing the civil and business relations of all parties concerned.

## **2.8 Automatic Fee Escalation**

All Port user fees not established by contract including, but not limited to, dockage, wharfage, storage, handling and service and facilities charges may be increased January 1st of each year. Further, the Port will review all such user fees every three (3) years in order to determine if such fees are comparable to the prevailing fees in the marketplace and shall have the option to increase such fees to those prevailing in said marketplace.

Further, the Port has the option to waive or postpone any increase described herein, however such waiver or postponement of any increase shall not impair the Port's authority to increase user fees at any subsequent fee increase anniversary (January 1st of each year), or designated review date occurring before the January 1st fee increase anniversary. Upon January 1st, anniversary or designated date prior to the January 1st anniversary, the Port maintains the right of fee increases to a fee level that could have otherwise been put into effect.

If any provision of this tariff or its application to any person or circumstance is held invalid, any portion of the tariff or the application of the provision to other persons or circumstances shall not be affected. If any increase is ruled invalid, then the last valid price will remain in effect.

Thirty (30) day notice will be published prior to tariff change effective date.

### **Item 3.0: Claims**

**3.1** Claims against the Port for loss of or damage of freight must be filed with the Port, in writing within six (6) months following initial receipt at the Port. The Port will not be liable for claims for loss or damage of freight or merchandise when claimant is in a direct business/contractual relationship with a lessee of the Port or with owners of business or industries in the Port unless the loss is due to negligence of the Port.

**3.2** Claims for recovery of overcharges must be filed in writing with the Port within six (6) months following the date of invoice against which overcharge is claimed.

**3.3** The Port will not be responsible for any loss, damage, or delay of cargo which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port.

**3.4 Himalaya Clause:** It is hereby expressly agreed between the Port Clarkston and any carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all its employees, servants, agents and/or independent contractors 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 Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitation 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 shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves.

### **Item 4.0: Acceptance of Freight**

#### **4.1 Right to Refuse Freight**

The Port reserves the right to refuse to permit vessels to discharge:

**4.1.1** Freight for which previous arrangements have not been made with the Port.

**4.1.2** Freight deemed offensive, perishable, or hazardous.

**4.1.3** Freight, the value of which may be determined as less than the probable terminal charges.

**4.1.4** Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port and all expense, loss or damage incident thereto shall be for account of shipper, consignee, or carrier, unless damage or loss is due to the negligence of the Port.

## **4.2 Right to Withhold Delivery of Freight**

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

## **4.3 Right to Sell Freight**

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

## **4.4 Freight at Owners Risk**

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

## **Item 5.0: Collections and Guarantees of Charges**

### **5.1 Collection and Guarantee of Charges**

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

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

The Port may require payment of charges in advance.

### **5.2 Terms of Payment**

Terms are cash in advance unless credit is extended by the Port. No pending or alleged claims against the Port will be allowed as an offset.

### **5.3 The Port reserves the right to refuse use of the Port facilities to any user whose account(s)**

are in arrears.

### **Item 6.0: Delays and Waiver of Charges**

Vessel delays arising from combinations, riots or strikes of any persons in the employ of the Port or in the services of others or arising from any other cause, not reasonably within the control of the Port will not entitle owners, shippers, consignees, or carriers to waiver of wharf demurrage or any other terminal charges of expenses that may be incurred.

### **Item 7.0: Insurance**

The rates and charges provided in this Tariff do not include any amounts for insurance coverage, and expressly do not include insurance to protect Facility User's interest in any vessels, equipment, materials, supplies, cargo, merchandise, or any other property while at or moving over the terminal facilities or any Port property. Except as otherwise provided in a separate written agreement between the Facility User and the Port, every Facility User shall comply with the insurance requirements set forth below.

**Required Insurance:** Every Facility User or any other party using the Port terminal facilities shall obtain and maintain the following insurance coverages:

**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. Employer's Liability insurance is required in an amount not less than \$1,000,000.

**Commercial General Liability and/or Comprehensive Marine General Liability** insurance, with coverage of at least \$5,000,000 for each occurrence. This coverage shall include broad form contractual liability, including liability assumed under contract, pollution 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 personal injury, death, or property damage arising out of the loading or unloading of a vessel or handling or moving any property or any other activities while at the terminal facilities and adjoining areas. Any exclusions for claims arising out of or involving the ownership, maintenance or use of watercraft by Facility User shall be deleted.

**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 \$5,000,000.00 each accident.

**Protection & Indemnity insurance.** In the event that vessels are used in in connection with the Facility User's business or operations at the marine terminal facilities, each Facility User shall maintain Protection and Indemnity insurance in an amount not less than \$5,000,000.00 per occurrence, in a form of policy as broad as protection and indemnity clauses SP-23 (Revised) or SP-38 (1955). Any "as owner" language shall be stricken or deleted via endorsement to ensure the policy provides coverage to the Port as an additional insured.

All policies shall be endorsed to waive subrogation against the Port. Except for the worker compensation policies, all policies shall also be endorsed to name the Port (which necessarily includes its

commissioners, officers, managers and employees) as an additional insured in respects to all uses of the Port facilities, including all activities or operations conducted or performed at same. All insurance policies shall also be endorsed to provide primary and non-contributing liability coverage with respect to any policies maintained or available to the Port. Every party shall submit to the Port certificate(s) of insurance as evidence of the required coverage and provide that the Port shall be given at least 30 days prior written notice of cancellation.

## **Item 8.0: Hold Harmless & Indemnity**

### **8.1 Hold Harmless and Indemnify**

Except for that portion resulting from the negligence of the Port, if applicable, owners, shippers, consignees, and carriers shall indemnify and hold harmless the Port from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of Port facilities.

### **8.2 Responsibility Limited**

The Port will not be responsible for any loss or damage caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, lots or pilings required in breasting vessels away from wharf, nor will it be answerable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots, or strikes of any persons in its employ or in service of others or from any consequences arising therefrom, except, the Port shall not be relieved from liability for its own negligence.

## **Item 9.0: Dockage**

### **9.1 Definition**

The charges assessed against ocean or river vessels for berthing at a wharf, piling structure, pier, bulkhead structures, or bank, or for mooring to a vessel so berthed.

### **9.2 Types of Facilities**

Two types of berthing facilities exist at the Port of Clarkston:

**9.2.1** One general cargo terminal currently exists at 14<sup>th</sup> Street.

**9.2.2** One cruise dock terminal currently exists at 7<sup>th</sup> Street.

### **9.3 Calculation**

The period of time upon which dockage will be assessed for berths shall commence when the vessel is made fast and shall continue until departure.

No deductions from dockage assessed will be made for weekends, holidays, or because of weather or other conditions which occur during the dockage period.

## 9.4 Basis for Computing Charges

**9.4.1** At the 7<sup>th</sup> and 14<sup>th</sup> Street facilities, dockage charges shall be based on the overall length of the vessel as published in the most current edition of *Lloyds' Register of Shipping* at the time the vessel is berthed. Should length figures not be available from that source, the Port may accept information from the vessel's official papers or measure the vessel.

**9.4.2** Vessels berthed at terminals may request lay status at idle berths. Lay status may be granted, at the discretion of the Port, at idle berths prior to or after the conclusion of cargo loading, or embarking/disembarking passengers. The request for lay status must be received by the Port, prior to the vessel's departure. The dockage charge for lay berth status shall be calculated at 30% of the applicable dockage rates as published in this item or a minimum of \$106 per 12-hour period or fraction thereof, which ever creates the greater revenue.

**9.4.3** Vessels on lay status seven (7) consecutive days or longer may be granted special lay berth status when berths are available.

**9.4.4** Vessels at berth, making alterations or repairs, shall pay dockage of \$1.65 per foot in length overall (LOA) per day. After the first 12 hours at berth, vessels will be charged at one-half (½) the applicable rate per 12-hour period or portion thereof.

## 9.5 Periods

Dockage shall be assessed in 12-hour increments or fractions thereof for all berths.

## 9.6 Late Charges

For all invoices not paid within 60 days from date of billing, there will be assessed a 1.5% charge per month of the total billing.

## 9.7 7<sup>th</sup> and 14<sup>th</sup> Street Terminal

| <u>Length-over-all</u><br>In Feet |                     | <u>Length-over-all</u><br>In Meters |                     | <u>Charge per 12-hour Day</u><br>Or Fraction Thereof |
|-----------------------------------|---------------------|-------------------------------------|---------------------|--|
| <u>Over</u>                       | <u>But not over</u> | <u>Over</u>                         | <u>But not over</u> |  |
| 0                                 | 100                 | 0                                   | 30.48               | \$321.79   |
| 100                               | 150                 | 30.48                               | 45.72               | \$448.16   |
| 150                               | 200                 | 45.72                               | 60.96               | \$604.28   |
| 200                               | 300                 | 60.96                               | 91.44               | \$913.32   |
| 300                               | 350                 | 91.44                               | 106.68              | \$1,141.65   |
| 350                               | 375                 | 106.68                              | 114.30              | \$1,380.60   |
| 375                               | 400                 | 114.30                              | 121.92              | \$1,593.00   |

Dockage charges for vessels over 400 ft. (121.92 Meters) in overall length shall be \$4.00 per 12 hours for each foot of overall length (or fraction thereof) in excess of 400 feet (121.92 Meters), in addition to the above rate of \$1,593. Dockage rates are charged per 12-hour period.

## **9.8 Free Dockage**

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

### **Item 10.0: Berthing Arrangements**

**10.1** No vessel will be permitted to berth at a wharf or terminal facility of the Port of Clarkston without having first made application for a berth assignment and without such an assignment having been granted by the Port for the General Cargo Berth. Applications for General Cargo berth assignment must be made at least six (6) days in advance of the arrival of vessel and must specify ETA, ETD and the nature and quantity of freight to be loaded or discharged. The application for vessel berth reservation form for the Port of Clarkston General Cargo Berth is in Item 10.7 of this tariff.

**10.2** Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port of Clarkston to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel for a specific time period.

**10.3** Berth assignments made by the Port are subject to alterations and revocation under the following conditions

**10.3.1** Vessel assigned lay status may be ordered to vacate when the Port, at its sole discretion, determines the berth is required for a vessel desiring to load, discharge cargo or make repairs.

**10.3.2** Any vessel experiencing delays for any reason in cargo loading or discharging operations may be ordered to vacate the berth at the sole discretion of the Port.

**10.3.3** Whenever the Port determines that a congested condition exists, any vessel on berth may be required to work continuously in a 24-hour period or until work is completed. Should there be a refusal to comply, the Port may order the vessel to vacate the berth.

**10.3.4** All costs of additional or overtime labor, or equipment, pilotage, tug-hire, linesmen or those of any description arising from the requirement of the Port under these rules shall be for the vessel's account.

### **10.4 Vessels Required to Vacate a Berth**

**10.4.1** Orders to vacate a berth shall be tendered in a timely manner. Not less than eight (8) hours will be given a vessel to comply with the order to vacate.

**10.4.2** Whenever an Order to Vacate is tendered by the Port and said order is refused or not complied with in the specified time, the Port may assess a penalty dockage rate of \$200.00 per hour for each additional hour the vessel remains on berth.

**10.4.3** The Port at its option may affect the removal of a vessel from the berth at the time period specified in the Order to Vacate with all risks, liability and expense for the vessel's account.



## **10.5 Assignees Liable for Damage**

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 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 Port Director may immediately revoke the assignment to any such person without notice and may refuse the use of any wharf, berth or facility to any such person until the Port has been fully reimbursed for any such damage.

## **10.6 Liability of the Port on Berth Assignments**

**10.6.1** Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned berth.

**10.6.2** The granting of a berth assignment is not an implication or a guarantee of labor to work a vessel. Assignment, allocation or source of labor is beyond the control of the Port.

## 10.7 Berthing Application

### PORT OF CLARKSTON APPLICATION FOR VESSEL BERTH RESERVATION (See Notes and Conditions)

#### Reservation of a Berth is Requested at the Port of Clarkston

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

#### NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

#### FOR PORT USE ONLY

|   |             |
|---|-------------|
| Application Received By:                            | Time/Date:  |
| Application Approved By:                            | Time/Date:  |
| Berth Assigned:                                     | Vessel ETA: |
| Special Crane or Cargo Handling Equipment Required: |             |
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**PORT OF PORT CLARKSTON  
SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION**

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

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

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

Total Estimated Charges: \$ \_\_\_\_\_

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

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

**Acceptance of Financially Responsibility for Payment**

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

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

Note: Pursuant to Port of Clarkston Tariff Rule No. 003, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

## **PORT OF CLARKSTON CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff Rule 108 in the Port of Clarkston Terminals Tariff No. 003, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

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

## **10.8 Condition of Berth**

Upon vacation of berth, Assignee shall ensure that the condition of the Port facility is in the same condition found upon arrival (i.e. clear of all dirt and debris). If the Port facilities are not cleaned to the Port's standards, the Port will clean them and assess charges as provided for under Items 13.1 and 13.2.

## **Item 11.0: Wharfage-General Cargo Berth**

### **11.1 Definition for General Cargo Berth**

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 a wharf, pier, bank or ship moored in a slip adjacent to wharf.

### **11.2 Assessment**

#### **11.2.1 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 unless otherwise stated in individual tariff items.

When the wharfage rate unit of measure is expressed in either cubic meters or kilotons, 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.

#### **11.2.2 Wharfage Assessed Against Direct Transfer Services**

All cargoes moved directly from trucks to vessels or vice versa is subject to full wharfage assessments.

#### **11.2.3 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, shall be assessed one-half ( $\frac{1}{2}$ ) the normal wharfage due according to ships' manifest and the respective tariff and commodity classifications of the cargo.

#### **11.2.4 Cargo Not Loaded to Vessel**

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

#### **11.2.5 Wharfage Limitations**

Freight paying inward wharfage shall not be subject to outward wharfage when reshipped by water from the same wharf.

### 11.2.6 Manifests Required of Vessels

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

### 11.2.7 Ships' Stores

Ships' stores, fuel handled over side vessel, repair materials, and supplies all when intended for vessels use, consumption or repairs will be exempt from wharfage assessments unless wharf employees are required to receipt for same.

### 11.3 Wharfage Minimum Charge

The minimum wharfage charge on any single shipment will be \$12.65.

All rates are in U.S. dollars per 1,000 kilogram or per cubic meter as manifested by vessel for revenue purposes unless otherwise specified.

#### 11.3.1 Freight NOS

| <b>Commodity</b>             | <b>Wharfage</b>                                       |
|------------------------------|---|
| Freight NOS all trade routes | \$13.22 Per 1000 Kilograms<br>\$10.48 Per Cubic Meter |

#### 11.3.2 Forest Products

| <b>Commodity</b>                         | <b>Wharfage</b>                   |
|--|-----------------------------------|
| Logs, Bolts, Cants and Peeler, Softwoods | \$13.28 Per 1,000 Ft. BM Scribner |

| <b>Commodity</b>                             | <b>Wharfage</b> |
|--|-----------------|
| Wood Chips, Sawdust and Wood Biomass (Green) | \$1.30          |

| <b>Commodity</b>                     | <b>Wharfage</b>                  |
|--------------------------------------|----------------------------------|
| Lumber, Softwoods, Rough or Surfaced | \$6.31 Per 1,000 Ft. BM Scribner |

| <b>Commodity</b>    | <b>Wharfage</b>               |
|---------------------|-------------------------------|
| Piling, Poles, Post | \$10.58 Per 1,000 BM Brereton |

| <b>Commodity</b>                     | <b>Wharfage</b> |
|--------------------------------------|-----------------|
| Plywood, Veneered and Wood hardboard | \$11.09         |

| <b>Commodity</b>  | <b>Wharfage</b> |
|---|-----------------|
| Pulp, Paper, or Wood<br>(Except wet laps, tailings or screenings) | \$4.83          |

**Commodity**

Shingles, Wood

(Not exceeding 18' in length and shakes in bundles)

**Wharfage**

\$36.75

**Item 12.0: Receipt and Delivery of Cargo****12.1 Checking Cargo****12.1.1 Definition**

“Checking Cargo” is the service of checking and tallying cargo against appropriate documentation for the accounting of the cargo, carrier or party requesting the service.

**12.1.2 Limited Responsibility**

Checking is limited to visual inspection of the cargo. The terminal will not accept responsibility for concealed damage, condition of packages or cases or count and contents of packages or cases whether or not receipts issued so state.

**12.1.3 Optional Service**

The service of checking, receiving and delivery of freight is optional and at the sole discretion of the terminal. The terminal may permit or request the carrier, their agents or operators or owners to perform checking services at their expenses.

**12.1.4 Checking Rates**

Checking services will be assessed at the man-hour rates (refer to item number 14.1).

**12.2 Loading and Unloading****12.2.1 Definition**

The service of loading and unloading cargo between any place on the terminal and, trucks, lighters or barges or other means of conveyance to or from the terminal facility. The charges are assessed against the cargo when not paid by the carrier.

**12.2.2 Responsibility**

The loading and unloading is the responsibility of the cargo owner or carrier. Should the terminal perform the service at the request of the responsible party, the service will be assessed at the man- hour and equipment rates as provided for in 13.1 and 13.2.

**Item 13.0: Miscellaneous Services (Current)****13.1 Labor**

The Port does not provide labor services for cargo operations. The owner or agent of the cargo is responsible for arranging labor services. The owner or agent is responsible for providing the Port with a contract or other documentation indicating that labor services have been arranged with the vessel berth application form.

## **13.2 Equipment**

The Port does not provide equipment for cargo handling. The owner or agent of the cargo is responsible for making the arrangements for appropriate equipment sufficient to safely perform the work.

## **13.3 Electrical Power**

Unless otherwise specified, electrical power will be furnished at actual cost (plus \$100.00 service fee), including, applicable Demand (KVA), Usage (KWH) and Daily Base charges. In addition, such labor and materials as may be required for installation, connection or disconnection of service will be assessed on basis of actual cost of such item plus 40%.

## **13.4 Fresh Water**

Fresh water will be furnished at actual cost (plus a \$50.00 service fee).

## **13.5 Passenger Traffic Bundled Fee**

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

Port of call/Repositioning call – each vessel

In transit per passenger fee:

Per call                               \$8.00 each

Embarking and/or disembarking fee:

Per call                               \$8.00 each

Note 1: Included in Port bundled fee is passenger fee, 24-hour dockage (12 hours for embarking and 12 hours disembarking) and water connection.

Note 2: Not included in passenger fees are costs for fresh water consumption, electrical connection, electrical consumption, incremental Port fees associated with delayed arrivals/sailings or vessel shifting, cost billed by non-Port service providers or authorities, garbage and waste removal and fuel flowage rate.

Cruise vessels docked more than 24 hours will be charged additional rates per 9.4.2, 9.4.4 or 9.7, whichever is determined to be applicable by the Port.

## **13.6 Fuel Flowage Fee**

Vessels at berth taking on fuel or lube oil shall be assessed a Fuel Flowage Fee in the amount of \$.045 per gallon or a minimum charge of \$165.00 whichever is greater. The Fuel Flowage Fee applies for all fuels and lubes transferred via truck delivery.

## **13.7 Environmental Stormwater and Facility Charge**

A charge for the collection and treatment of stormwater impacted by in transit cargoes (including debris collection and disposal) assessed against all bulk and break-bulk cargoes, the following rates will



apply:

Logs: \$0.74/MBF

Bulk & Break Bulk: \$0.11/1,000 Kilograms

### **13.8 Seasonal Recreational Boats**

Moorage of privately owned non-commercial recreational boats less than 30' in length are permitted to utilize 7<sup>th</sup> Street dock for \$30.00 per 24-hour period. Request for moorage must be submitted to the Port of Clarkston and approved prior to arrival. A moorage assignment will not be granted if a cruise ship is at 7<sup>th</sup> Street berth.

## **Item 14.0: Demurrage and Free Time (Current)**

### **14.1 Storage Free Time**

#### **14.1.1 Definition**

The period of time which cargo may occupy the apron adjacent to the wharf, free from charges for wharf demurrage or terminal storage while awaiting loading to vessel or after discharge from vessel.

#### **14.1.2 Free Time Calculation**

Free time begins at 6:00 am the first day that cargo has been received to the apron from truck or rail. Cargo received from vessel will begin free time 6:00 am the first day after the vessel has completed unloading.

#### **14.1.3 Free Time Periods**

All cargoes inbound or outbound are granted 2 days of free time.

### **14.2 Wharf Demurrage**

#### **14.2.1 Definition**

Charges assessed against cargo remaining on the apron after the expiration of free time.

#### **14.2.2 Wharf Demurrage Rates**

Except as otherwise provided, wharf demurrage rates are:

|  |                 |                       |
|--|-----------------|-----------------------|
|  | <b>2-7 days</b> | <b>7 days or more</b> |
| NOS Cargo Inbound/ Outbound per metric ton                                   | \$.82           | \$1.20                |
| per day, or per cubic meter per day, whichever produces the greatest revenue |                 |                       |

### **14.3 Dispute Resolution**

Disputes arising from demurrage should refer, generally, to rule 2.7 of this tariff. Demurrage disputes should be directed to [office@portofclarkston.com](mailto:office@portofclarkston.com) at (email address to receive disputes for demurrage).