

PORT OF PASCO
PORT TARIFF NO. 2

Effective July 1, 2012

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List of Abbreviation and Reference Marks Used in this Tariff

%	Percent
ag	Agriculture
Ctr	Container
Bdl	Bundle
B/L	Bill of Lading
CT	Cubic Tons
FBM	Foot Board Measure
KGS	Kilograms
K/T	Kiloton(s)
LF	Linear Foot
mo	Month
MFBM	Thousand Foot Board Measure
MT	Metric Ton
NOS	Not Otherwise Specified
S/T	Short tons (2,000 pounds)
W/M	Weight or Measure

Equivalents and Metric Conversion Tables

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

1 Centimeter	=	.3937 Inches
1 Meter	=	39.37 Inches
1 Foot	=	.3048 Meters
1 Meter	=	3.2808 Feet
1 Yard	=	9144 Meters
1 Kilogram	=	2.2046 Pounds
1 Pound	=	.4536 Kilograms
1 Metric Ton	=	2204.6 Pounds
1 Long Ton	=	2240 Pounds
1 Short Ton	=	2000 Pounds
1 U.S. CWT	=	100 Pounds or 45.3592 Kilograms
1 U.S. Bushel Grain	=	60 Pounds or 27.2155 Kilograms
1 Cubic Meter	=	35.3145 Cubic Feet
1 Cubic Foot	=	.0283 Cubic Meters
1000 Foot Board Measure	=	83.3333 Cubic Feet
1 Cubic Meter	=	423.7740 Foot Board Measure
1 U.S. Barrel	=	42 Gallons or 158.9881 Liters
1 Short Ton	=	.9072 Metric Tons
1 Short Ton	=	.893 Long Tons
1 Long Ton	=	1.016 Metric Tons
1 Long Ton	=	1.12 Short Tons
1 Metric Ton	=	.9842 Long Tons
1 Metric Ton	=	1.1023 Short Tons
1 Kilogram	=	2.2046 Pounds
1 Pound	=	.4536 Kilograms
1 Measurement Ton	=	1.1327 = Cubic Meters
1 Cubic Meter	=	.8829 Measurement Tons
1 Cubic Meter	=	.4238 Thousand FBM (MFBM)
1 MFBM	=	2.3597 Cubic Meters

FORM
Application for Vessel Berth Reservation
 (See Notes and Conditions)

RESERVATIONS OF A BERTH IS REQUESTED AT THE PORT OF PASCO

Vessel		Date	
Voyage No.	LOA	ETA	ETD
Vessel Owner/Line		Vessel Charterer	
To Load <i>(Commodity Type and Amount/No. of Containers)</i>		To Discharge <i>(Commodity Type and Amount/No. of Containers)</i>	
Terms of Affreightment			
Agency Firm		Authorized Individual	
Vessel Length Overall			

Notes and Conditions

Note 1: 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 State of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Note 2: Each application and work plan will be reviewed by the Port on a case-by-case basis to determine whether, in the Port's judgment, the applicant is financially responsible and has demonstrated that the work will be performed in compliance with environmental standards. The proposed work and monitoring requirements will be evaluated. The Port reserves the right to deny permission to perform the work; to order the discontinuance of the work altogether, or stop a particular job, as the Port determines is necessary.

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	

**Berth Reservation
Supplement to Application**

Vessel _____ LOA _____ ETA _____ ETD _____

Vessel Owner/Line _____

Vessel Charterer _____

To Load _____

Terms of Affreightment _____

To Discharge _____

Terms of Affreightment _____

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

<u>CATEGORY OF Port Charges</u>	<u>PARTY RESPONSIBLE for Payment</u>	<u>ESTIMATED Dollar Amount</u>	<u>FOR PORT Use Only</u>
Dockage	_____	_____	_____
Wharfage	_____	_____	_____
Standby/Dead time	_____	_____	_____
Equip. Rental	_____	_____	_____
Misc. Services	_____	_____	_____
Storage	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Total of estimated charges:		_____	

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

Date _____

By _____
(berthing agent)

By _____
(as agent only)

PORT OF PASCO
PORT TARIFF NO. 2
Effective: July 1, 2012

SECTION I – GENERAL RULES

1. THE PORT

The term the Port used in this Tariff shall mean the Port of Pasco, P.O. Box 769, Pasco, Washington 99301. (509-547-3378)

2. PORT FACILITY

The term Port Facility (ies) used in this Tariff shall refer only to the specific facilities named below.

A. CONTAINER/BARGE TERMINAL

A multi-modal facility with storage capacity of 1000 containers on 12.5 acres, with an additional 10 acres within one-half mile.

- Refrigeration unit plugs for 24 containers at 230/460-volt, 3-phase power.
- 3,000 feet of Industrial rail on two tracks.
- 40-ton capacity Hyster 970 forklift.

B. BIG PASCO INDUSTRIAL CENTER

- 6,000 ft. of Industrial rail track.

C. BARGE TERMINAL

- Barge slip of 610 linear feet of wharf at 14-foot minimum depth.
- 39.5-ton capacity Manitowoc 4100W crawler crane

D. HERITAGE INDUSTRIAL PARK RAILSPUR

- 300 + acres of land available for industrial development
- 1,300 feet of Industrial rail line easement

3. FACILITY USER

Facility User is defined as persons, firms or corporations authorized invited or providing services, labor, material, supplies or equipment on Port barge terminal facilities, or who are using or receiving the services of the Port and/or its terminal facilities. Facility User includes, but is not limited to, ocean carriers, inland water and land carriers (including truck and rail), and the owners, shippers and consignees of cargo or merchandise.

4. APPLICATION OF TARIFF

A. EFFECTIVE DATE

This tariff shall be effective on and after the effective date as shown above ~~and on each page.~~

B. NOTICE TO PUBLIC

This tariff is notice to the public that the rates, charges, rules, and regulations contained herein apply to all users without specific notice or quotation.

C. USE OF FACILITIES DEEMED ACCEPTANCE OF TARIFF

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

5. CONDITIONS FOR ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO

A. RIGHT TO EXCLUDE EXPLOSIVES, NUCLEAR MATERIALS, HAZARDOUS AND INFLAMMABLE COMMODITIES

At the Port's option, subject to federal, state, and city regulations, special arrangements may be made to process explosive, nuclear, hazardous, or inflammable commodities or materials at the Port Facilities.

HAZARDOUS SUBSTANCES - Any Hazardous Materials permitted to be transferred, brought upon, used in, on or about the Dock, shall be used, transferred and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to the handling, use, storage, treatment and transportation of Hazardous Materials.

If Facility User breaches the obligations stated in the preceding sentence, or if User causes contamination of the Dock or the adjacent Big Pasco Industrial Center or Columbia River, with Hazardous Materials, then User shall indemnify, defend and hold Port harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation diminution in value of the Dock or adjoining areas, damages for the loss or restriction on the use of space or of any adverse impact on use of the Dock or adjoining areas, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after this Agreement as a result of such contamination. This indemnification of Port by User includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work required by any federal, state or local governmental agency, political subdivision, or lender because of Hazardous Materials present in the soil, water, or groundwater on or under the Dock or adjoining areas including Big Pasco Industrial Center or the Columbia River, diminution in value of the Dock and/or Big Pasco Industrial Center, damages for the loss or restriction on use of space or of any amenity of the Dock or adjoining areas, and sums paid in settlement of claims, attorneys' fees, consultant fees, laboratory fees and expert fees. Without limiting the foregoing, if any unpermitted action of User results in any contamination of the Dock or adjoining areas including Big Pasco Industrial Center or the Columbia River, User shall promptly take all actions at its sole expense as are necessary to remediate contamination caused by the Hazardous Materials consistent with state, municipal and federal regulatory requirements. The Port shall be responsible for any remediation of Hazardous Materials caused by the actions of the Port.

As used herein, the term "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Washington Model Toxics Control Act, Chapter 70.1050, Revised Code of Washington, as said laws have been supplemented or amended to date, the

regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

B. RIGHT TO REFUSE CARGO AND/OR EQUIPMENT

The Port reserves the right to refuse to accept, receive, or unload cargo and or equipment, including railcars, without responsibility for demurrage, other charges, loss, or damage for the following.

1. cargo for which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier,
2. cargo deemed extra offensive, perishable or hazardous,
3. cargo not placed in packing, boxing or containers suitable for withstanding the ordinary handling incidental to its transport.

C. RIGHTS OF OPERATION RESERVED

No person, firm or corporation shall be allowed to perform any service on the terminal facilities without written permission from the Port. Those permitted to perform services shall apply and adhere to this Tariff and any additions, revisions or supplements.

D. RIGHT TO REMOVE, TRANSFER OR WAREHOUSE CARGO

Cargo remaining after expiration of free time, and cargo shut out at clearance of vessel may be piled or replied to make space, transferred to other locations or receptacles with all expense and risk of loss or damage for account of owner, shipper, consignee, agent or carrier as responsibility may appear.

E. RIGHT TO WITHHOLD DELIVERY OF CARGO

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

F. RIGHT TO SELL FOR UNPAID CHARGES

Cargo on which unpaid terminal charges have been accrued may be sold to satisfy such charges and expenses.

6. RESPONSIBILITY FOR PROPERTY DAMAGE

Users damaging Port property will be responsible for the cost of repair. Users will be billed for repairs to damaged property at cost, including overhead.

7. VESSEL LIABILITY FOR DAMAGE TO PORT STRUCTURES

The vessel assumes liability for damage caused to the barge dock by the vessel or any structures on the vessel. It is the vessel's responsibility to make the necessary arrangements to protect the dock from damage. Damage identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified in writing by the vessel's agent prior to tie-up, of any pre-existing damage to dock, ladders, wharf, piling structure, pier, bulkhead structure, mooring bollards or other barge terminal appurtenances.

8. LIABILITY FOR LOSS OR DAMAGE LIMITED

The Port will not be responsible for any loss or damage or delay of equipment, merchandise, or cargo which may arise from any cause beyond its direct authority and control, except to the extent that any of

the aforesaid loss or damage results from negligent acts or omissions of the Port, its employees, or agents.

A. DEMURRAGE

The Port shall assume no responsibility for demurrage on railroad cars, barges or vessels caused by delays not reasonably within the Port's control. The Port assumes no responsibility for demurrage caused by delays arising from strikes, slowdowns, or riots of any persons in the employ of the Port or in the services of others.

In the event a vessel is unreasonably delayed in its estimated time of departure from the Port, due to a cause for which the Port is legally liable, Port 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.

B. WAIVER OF CHARGES FOR DELAYS

Delays in loading, unloading, receiving, delivering, or handling of cargo arising from strikes, slowdowns, or riots by any persons in the employ of the Port or in the services of others or arising from any other cause shall not entitle owners, shippers, consignees, or carriers to waive any terminal charges or expenses.

9. GUARANTEE OF CHARGES AND TERMS OF PAYMENT

Use of Port Facilities or services covered by this Tariff is conditioned upon satisfactory assurance to the Port that all charges will be paid when due. Such charges are due and payable as they accrue, or on completion of service or use. Facility Users shall be responsible jointly and severally for the payment of charges assessed in accordance with this Tariff. Rates, rules and regulations of this Tariff and liability for charges apply without regard to the provisions of any bills of lading, charter party agreement, contracts or any other conflicting provisions. All charges named in this Tariff will be assessed against cargo or merchandise, and are due from the Facility User, which specifically includes the Carrier, owner, shipper or consignee of the cargo or merchandise.

A. PAYMENT TERMS ARE CASH

If the Port agrees, Port customers may receive extended payment terms provided they have established credit worthiness or have posted adequate security acceptable to the Port.

B. PAYMENT IN ADVANCE

The Port, at its discretion, may require payment in advance for any and all services.

C. INSURANCE NOT INCLUDED IN RATES

Rates and charges do not include insurance of any kind.

D. DELAY AND/OR FAILURE TO PAY

In the case of delay or failure to pay invoices when due, the Port reserves the right to demand payment of charges in advance before further services or use of Port Facilities will be allowed. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

E. DELINQUENT INVOICES

Invoices issued by the Port are due and payable upon presentation. Invoices not paid within thirty (30) days of the due date shall bear a delinquency charge of one (1) percent per month beginning on the first day such invoice is delinquent and continue monthly thereafter so long as such invoice remains unpaid. The delinquency charge on the overdue amounts shall be subject to periodic change in the sole discretion of the Port. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent

payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this tariff or by law.

F. COLLECTION EXPENSES

Any and all additional collection expenses, including attorney fees and costs necessary to effect collection, may be assessed also.

G. REMEDIES

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

10. INSURANCE

Every Facility User or any other party using Port terminal facilities shall obtain and maintain in force the following insurance coverage, protecting User and the Port as additional insured:

- A. Commercial General Liability insurance policy must be secured and include 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 vessel being loaded by a party on Port premises and adjoining areas. Such insurance shall contain coverage in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- B. Worker's 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.
- C. In addition, Employer's Liability Insurance is required with limits of not less than \$1,000,000.00 per occurrence.
- D. Sudden and Accidental Pollution insurance policy based upon, involving or arising out of the use or occupancy of the Dock, and the adjacent portions of the Columbia River and Big Pasco Industrial Center, and any other claim arising out of, or connected with User's use of the Dock. Such insurance shall contain coverage in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- E. Every Facility User shall submit the appropriate certificate of insurance evidencing the coverage under such policy of insurance. Such certificate shall name the Port as an additional insured with respect to use of the facilities and shall provide that the Port be given 30 days prior written notice of cancellation.
- F. All insurance to be carried by User shall be primary to and not contributory with any similar insurance carried by the Port, whose insurance shall be considered excess insurance only.

11. INDEMNITY

Each Facility User shall indemnify and hold harmless the Port, its employees or agents from and against any claims, damages, losses, and expenses (including attorney's fees) for injury to or death of any person, (including employees of the Port), or from damage to or destruction of property (including property 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 negligence, or from the negligence of its employees or agents, except as otherwise stated in this Tariff.

12. RATES, GENERAL APPLICATION

Rates or charges provided for specific commodities take precedence over any general or NOS rate. Unless otherwise provided, all specific commodity rates are expressed in dollars per ton of 2000 pounds (S/T), bundle (Bdl), linear foot (LF), or per 1000-foot board measure (MFBM). Charges will be assessed on weights or measurements in the same manner as cargo is manifested by the vessel or Bill of Lading (B/L).

SECTION II – DOCKAGE

1. DEFINITION

The charge assessed against the vessel, its owners, or operators for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

2. BERTH ASSIGNMENTS

Berth assignments will be issued at the sole discretion of the Port to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel. (*See Application for Berth Reservation.*)

3. RESERVATIONS REQUIRED

No vessel shall be permitted to berth at a wharf or terminal without having first made application for a berth assignment and without such an assignment having been granted by the Port. Applications must be made as far in advance of the arrival of the vessel as is possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged.

No unauthorized moorage shall be permitted. No person shall make fast, or cause or permit any vessel to remain fastened to any wharf or pier structure, or to bring a vessel, or cause or permit a vessel to remain at a wharf or waterway controlled by the Port without prior consent of the Port.

4. SCHEDULING AND COOPERATION

Facility Users shall cooperate fully with the Port in all respects:

- a. In making appropriate use of proper facilities and equipment in each operation,
- b. In advising as far in advance as possible the types and quantities of cargo to be handled,
- c. In estimating the arrival and departure of vessel/s,
- d. In giving advanced information on any special problems which exist or arise,
- e. In restoring terminal working areas to a clean, safe, and orderly condition on completion of the operation.

5. PRIORITY DOCKAGE

Vessels with regular and reoccurring scheduled appointments will be given preference to dock access over vessels requesting dock appointments on a single or irregular schedule basis.

6. VESSELS REQUIRED TO VACATE BERTH

The Port reserves the right to order a vessel to shift its position at a berth when not actually engaged in

loading or discharging cargo or when occupying a berth beyond the time limitation named in the assignment permit. Any vessel refusing or failing to vacate the berth may be shifted or moved by the Port by means of a tug or otherwise, with all expenses incurred and all risk of damage for the account of such vessel.

7. BASIS FOR COMPUTING CHARGES

Dockage charges shall be based upon the vessel's length-over-all as may be published in Lloyd's Register of Ships. Length-over-all shall be construed to mean the linear distance expressed in feet from the most forward point of the stem of the vessel to the aftermost part of the stern, measured parallel to the base line of the vessel. If the length-over-all of the vessel does not appear in Lloyd's Register, the Port may obtain the length-over-all from the vessel's register, or measure the vessel.

8. NON APPLICATION OF RATES TO CONTAINER BARGES

Dockage charges shall be waived for container barges calling the Port for the purpose of loading or discharging containers.

9. DOCKAGE PERIOD – CALCULATION

Dockage charges will be assessed on the length-over-all of the vessel (Item 201). Length-over-all shall be construed to mean the linear distance expressed in feet, from the most forward point of the stem of the vessel to the aftermost part of the stern of the vessel.

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, or when a vessel is made fast to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such berth or slip. 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. No deductions will be allowed for Saturdays, Sundays, holidays, or because of weather or other conditions.

When a vessel is using the Barge Terminal for emergency, short-duration repairs or being hoisted into or out of the water in a one-day or less situation: then no dockage charges will be assessed. In these situations only wharfage fees will be assessed based on the weight of the vessel.

10. LAY STATUS

Lay berth status is defined as a vessel waiting for a loading or discharge berth and may be granted upon written request to the Port prior to the vessel's arrival. Lay status will be granted on a berth availability basis and at the discretion of the Port. Such vessels will be charged fifty percent (50%) of the applicable dockage charge per twelve (12) hour period. Lay status shall end two (2) hours prior to the first working shift. Vessels requesting berth for long-term lay status (5 or more days) may be granted lay status on a berth availability basis and at the discretion of the Port. Such vessels will be charged twenty-five percent (25%) of the applicable dockage charge for each 24-hour period or fraction thereof. Emergency berthing will be granted to vessels unable to transit the river due to draft or weather conditions. Such vessels will be charged fifty percent (50%) of the applicable dockage charge. All expenses will be for the account of the vessel. The number of dockage periods billed will not exceed the total number of dockage periods the vessel is on berth.

11. DISPOSAL OF VESSELS' OILY WASTE AND GARBAGE

Vessels requiring discharge at the Port's terminal of ballast water, slops, grey or black water, oily waste or garbage shall obtain the services of a liquid waste or garbage hauler that meets all Coast Guard and other government laws and regulations in effect at the time of the disposal. The liquid waste or garbage hauler is not an agent or employee of the Port. The Port shall not be liable for any act omission, or negligence of any such oily waste or garbage hauler. Vessels shall comply with all rules and

regulations applicable to vessel management of ballast water, slops, grey or black water, oily waste or garbage.

ITEM 201 DOCKAGE RATES – VESSELS, BARGES AND TUGS

Vessel/Barge/Tug		Dockage Period	Rate Amount
Length-Over-All in Feet Over	But Not Over		
0	100	24 hrs	\$209.00
100	150	24 hrs	\$309.00
150	200	24 hrs	\$409.00
200	250	24 hrs	\$509.00
250	300	24 hrs	\$609.00
Tug Boats		24 hrs	\$249.00

SECTION III – WHARFAGE

1. DEFINITION

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

2. INFORMATION TO BE SUPPLIED TO THE PORT OF PASCO

Shippers, suppliers, masters, owners, agents or operators of vessels calling at the Port's terminal are required to provide the Port with the following documentation, which the supplying party warrants to be accurate:

1. Manifests – Complete copies of vessel's manifests showing cargo description, names of consignees and/or consignors, and the weights or measurements of all cargo loaded or discharged at the terminal facilities must be furnished to the Port for each vessel loaded or discharged. Manifests must also designate the basis (weight or measurement) on which rates were assessed. In addition, manifests should identify the billing party. In lieu of manifests, certified cargo lists, copies of bills of lading, or boat notes or mates receipts containing all information as required above may be accepted at the Port's discretion. Such information must be received by the time of cargo's arrival at the terminal.
2. Vessel Stowage Plan – Must be received prior to vessel or shipment arrival.
3. Dangerous Cargo List – Must be received and approved for receipt by the Port prior to vessel or shipment arrival.

3. FREIGHT NOT LOADED TO VESSEL

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

4. LIMITATIONS

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

5. ASSESSMENT

Wharfage will be assessed subject to the following provisions:

A. BASIS FOR ASSESSING WHARFAGE

Wharfage is considered earned and is assessed whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest or bill of lading.

B. WHARFAGE ASSESSED AGAINST OVERSIDE VESSEL OPERATIONS

Cargo discharged or loaded over side a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed wharfage at one-half the normal wharfage rates. This rule will not apply in cases when any other specific "over side" tariff rate is applicable.

C. EXCEPTIONS

Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage.

D. SPECIAL HAZARDOUS CARGO HANDLING SERVICES

The terminal must be notified seven (7) calendar days in advance for the handling of any of the below listed cargo types. The following types of hazardous cargo are subject to additional fees when transiting the Port:

1. Explosives
2. Blasting agents
3. Poison gases
4. Poison liquids with inhalation hazards
5. Cryogenics
6. Pyrophoric
7. Dangerous when wet
8. Ammonium nitrate and ammonium nitrate mixtures
9. Oxidizers 5.1 and organic peroxides
10. Etiological materials
11. Flammable solids
12. All federal, state, and local rules need to be followed.

ITEM 301 – WHARFAGE - MINIMUM

	<u>Rate</u>
The Minimum Wharfage Charge for Any Single Bill of Lading (B/L)	\$100.00

ITEM 302 – SPECIFIC COMMODITIES

<u>Cargo</u>	<u>Measure</u>	<u>Rate</u>
Freight NOS, All Trade Routes	S/T	\$7.60
Peas, Beans, Lentils (Packaged)	S/T	\$6.40
Beverages (Boxes, Kegs, Barrel, Carton)		
Alcohol (Whiskey/Wines)	S/T	\$9.00
Beer, Ale, Stout	S/T	\$8.00
NOS	S/T	\$8.00
Explosives, including Ammunition	S/T	\$9.00
Fish & Seafood (Containers, Cartons, Cans)	S/T	\$6.25
Hazardous Cargo Additional Fee	S/T	\$10.00
Musical Instruments	S/T	\$8.00

ITEM 303 – BULK COMMODITIES RATE

<u>Cargo</u>	<u>Measure</u>	<u>Rate</u>
Bulk Commodities NOS	S/T	\$2.22
Via Conveyor	S/T	\$2.22
Unitized in Jumbo Bags	S/T	\$6.45
Coal and Coke	S/T	\$2.22
Flour, Wheat, Corn Meal, etc., in Bags	S/T	\$2.00
Hazardous Cargo Additional Fee	S/T	\$10.00
Metal NOS (Bars, Blisters, Ingots, etc.)	S/T	\$3.00
Ore & Ore Concentrates		
In containers	S/T	\$3.00
In Bulk Direct Transfer	S/T	\$2.22
Palm oil, In Bulk, Direct Transfer	S/T	\$1.00
Sulphur, In Bulk, Direct Transfer	S/T	\$1.11
Tallow, in Barrels or Drums	S/T	\$3.00
Tallow, In Bulk, Direct Transfer	S/T	\$1.11

ITEM 304 – EQUIPMENT AND MACHINERY RATE

<u>Cargo</u>	<u>Measure</u>	<u>Rate</u>
Equipment and Machinery NOS	S/T	\$11.55
Cooling or Freezing Units & Related Parts	S/T	\$10.50
Machines, Loose, in Boxes or Crates	S/T	\$9.50
Tires or Tubes	S/T	\$9.50
Vehicles		
Automobiles, Pick-Up Trucks, Tractors	S/T	\$12.00
Farm Tractors, Motorized ag Vehicles	S/T	\$11.00
Vehicles NOS Boxed or Crated	S/T	\$6.50
Trailers, Mobile Homes	LF	\$5.50

ITEM 305 – LUMBER & LUMBER PRODUCTS

<u>Cargo</u>	<u>Measure</u>	<u>Rate</u>
NOS	MFBM	\$2.50
Logs, Softwood, NOS Scribner Scale	MFBM	\$3.50
Logs, Softwood, NOS Brereton Scale	MFBM	\$2.00
Lumber Rough or Surfaced	MFBM	\$1.76
Pallets	MFBM	\$2.00
Doors in Package	S/T	\$1.50
Logs, Bolts, Cants, Peelers, Hardwood	S/T	\$1.50
Millwork, Finished	S/T	\$1.60
Plywood, Veneer	S/T	\$1.25
Wood/paper Pulp (Except Wet)	S/T	\$1.50
Shingles in Bundles		
Up to 18" in Length	Bdl	\$1.00
Exceeding 18" in Length	Bdl	\$1.50
Shakes in Bundles	Bdl	\$1.50

ITEM 306 – PAPER & PAPER PRODUCTS

<u>Cargo</u>	<u>Measure</u>	<u>Rate</u>
Paper NOS	S/T	\$7.75
Paper Bags, Bales, Bundles or Packages	S/T	\$7.75
Paperboard, Corrugated	S/T	\$8.00
Paperboard, Not Corrugated	S/T	\$6.50
Paperboard, Cartons, Boxes, Bundles	S/T	\$8.00
Paper, Heavy	S/T	\$6.50
Paper Products, Lightweight	S/T	\$8.00
Hazardous Cargo Additional Fee	S/T	\$10.00

SECTION IV – CONTAINER CARGO RULES

1. GENERAL DEFINITIONS

A. CHASSIS

The skeletal equipment, flatbed, or other vehicle furnished for the transport of containers.

B. CONTAINER

A single, rigid, intermodal, non-disposable, dry freight, insulated, refrigerated, flat rack, liquid tank, or open top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized freight aboard its vessels.

C. CONTAINERIZED CARGO

Any freight which is or will be loading into a container. Cargo shall be considered containerized cargo for wharfage purposes if at any time during its transport across Port facilities the cargo is within a container.

D. REFRIGERATED CONTAINER (REEFER)

Any container designed to refrigerate the cargo inside and requiring external electrical service. Refrigerated containers (reefers) that require electricity are charged an initial wharfage fee, a daily monitoring fee starting with day two, and storage after 10 days free time (see Item 602).

- E. CONTAINER YARD (CY)
The location designated within the Container Terminal where containers in transit between vessel and inland carrier are temporarily held or assembled and loaded or empty containers are received from or delivered to inland carrier.
- F. CONTAINER THROUGHPUT
Throughput consists of a container moving from barge or rail to yard and out gate; or in gate to yard and then moved to barge or rail.
- G. EXTRA YARD HANDLING
This charge will apply to any movement of a container not described in the throughput made at the request of a steamship line, shipper, carrier, owner, agent, or consignee, if the rate is not agreed to by a separate agreement.
- H. CHASSIS MOVEMENT
These charges will apply to the movement of chassis to or from barge, or stacking onto another trailer or chassis.
- I. FREE TIME
Container throughput service shall be allowed free time of fifteen (15) days on Port property unless otherwise approved by Port in a written agreement.

ITEM 401 – CONTAINER RATES

<u>Cargo</u>	<u>Measure</u>	<u>Rate</u>
Wharfage/Container Throughput	Ctr	\$88.00
Wharfage Reefer/Container Throughput	Ctr	\$130.00
Reefer Monitoring and Electricity Storage (See Item 602)	Ctr	\$33.00 - DAILY FEE
Hazardous Cargo Additional Fee	Ctr	\$45.00
Extra Yard Handling	Ctr	\$30.00
Chassis Movement	Chassis	\$50.00

2. ELECTRICAL SERVICE

The Port will exercise reasonable care to provide adequate and continuous electrical service, but does not guarantee the same. THE PORT SHALL NOT BE LIABLE FOR INJURY, LOSS OR DAMAGE RESULTING FROM ANY FAILURE OR CURTAILMENT OF ELECTRICAL SERVICE NOT OCCASIONED BY ITS TORTUOUS CONDUCT OR THAT OF ITS AGENTS OR EMPLOYEES.

In addition to reefer electricity, the charge for extra, optional electrical service, where applicable and available, will be based on the Port electrical service provider rates plus any special costs incurred by the Port to meet electrical requirements of the facility user, all as agreed in writing by the Port. These charges are in addition to the charges for other services and equipment listed elsewhere in this Tariff.

3. CHASSIS AND CONTAINER INTERCHANGE

- A. Chassis and Container Storage Rules - Steamship lines and trucking companies may stage good order chassis on Port grounds for staging of containers for loading/unloading only with written permission of the Port. THE PORT WILL NOT BE RESPONSIBLE FOR DAMAGE DONE TO ANY CHASSIS AND CONTAINERS INCURRED AT ANY TIME

UNLESS CAUSED BY THE NEGLIGENCE OF THE PORT OR ITS AGENTS. The Port will release chassis and containers to steamship line’s agents, contractors, customers, or employees at Steamship line’s request only, in the form of a booking number, and accepts no responsibility or liability for claims as a result thereof.

- B. Chassis and Container Storage Charges – Storage charges will commence fifteen (15) days after receipt or delivery of the container or chassis into the Port terminal facility. All container and chassis storage is open yard. After free time has expired, containers and chassis will be charged a storage fee of \$10.00 per unit per day unless otherwise established in a written agreement with the Port.

SECTION V – EQUIPMENT RULES

- 1. EQUIPMENT IS RENTED AS IS WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT THE RISK OF THE RENTER AND AT THE CONVENIENCE OF THE PORT. EQUIPMENT IS FOR USE EXCLUSIVELY ON PORT PROPERTY.
- 2. Rates named do not include insurance, operator or operational labor of any kind.
- 3. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release.
- 4. Mechanical equipment cannot be brought onto the Barge Terminal for use there except when prior permission is granted by the Port. The right is reserved to refuse permission when the Port has available similar equipment or when equipment does not meet the approval of the Port.
- 5. Rates for equipment rented for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment will be furnished by the Port upon request.
- 6. SALES/USE TAX - Equipment rental rates are subject to applicable sales/use tax.
- 7. RESPONSIBILITY FOR EQUIPMENT DAMAGE – Users damaging Port equipment will be responsible for the cost of repair. Users will be billed for repairs to damaged equipment at cost, including overhead.

ITEM 501 – EQUIPMENT RENTAL RATES

<u>Equipment</u>	<u>Rate</u>
Hyster 970 Container Forklift, 40-ton Capacity	\$140.00 per day
Manitowoc 4100W Crawler Crane, 39.5-ton Capacity	\$257.00 per day

SECTION VI – STORAGE RULES

1. DEFINITION OF FREE TIME

Free time is the specific period of time cargo may occupy assigned space in the Container Terminal or the Barge Terminal free of storage charges. Free time can occur immediately prior to loading or after the discharge of such cargo from the vessel.

2. ALLOWANCES

Cargo on open ground, including loaded or empty containers, shall be allowed free time of fifteen (15) calendar days. The free time period will begin at 7 a.m. after the vessel completes discharge or on the day the first cargo arrives prior to shipment out.

3. EXCEPTIONS

A. Explosives, inflammable, and hazardous commodities shall be allowed the first business day free, then subject to tariff rate.

B. Loaded refrigerated containers (reefers) are restricted to ten (10) days free time, excluding Saturdays, Sundays, and legal holidays.

C. Salvaged or offensive cargo, if in damaged or offensive condition of any nature, may, at the option of the Port, be refused any free time and shall be subject to immediate loading or removal.

4. CARGO REMOVAL

The Port reserves the right to have any cargo stored on its premises for a period of thirty-one (31) days or longer removed from its premises. If the owner of record fails to remove his cargo within thirty (30) calendar days after notification requesting its removal, the Port may have the cargo removed from its premises with all costs incident to its removal and any subsequent storage elsewhere borne by the owner of the cargo.

ITEM 601 – STORAGE FEES - MINIMUM

	<u>Rate</u>
Minimum Monthly Storage Invoice Per Customer	\$75.00

ITEM 602 – STORAGE FEES – OPEN WHARF OR YARD

<u>Cargo</u>	<u>Measure</u>	<u>Rate/Day</u>
Freight NOS	S/T	\$3.75
Bulk Products	S/T	\$2.75
Container – Full	Ctr	\$88.00
Container – Empty	Ctr	\$66.00
Chassis	Chassis	\$2.50
Machinery & Equipment	S/T	\$2.75
Lumber & Lumber Products	S/T	\$2.00
Lumber & Lumber Products	MBFM	\$1.50
Lumber & Lumber Products	Bdl	\$3.75
Paper & Paper Products	S/T	\$2.00

SECTION VII – RAIL TRACK USAGE

1. PREMISES

The rail premises shall include the Container Terminal, the Big Pasco Industrial Center, the Barge Terminal, and the Heritage Industrial Park Rail spur. Rail usage on the barge dock shall be limited to the receipt and delivery of cargo to or from vessels.

2. CONTROL OF TRACKS

The control of tracks within the Port Facility is the responsibility of the Port. As such, no railcars are to be delivered to the Port Facility without permission from the Port or its representative.

3. TRACK USAGE

The Port’s rail tracks are intended to facilitate the use of its facilities for their intended purposes. Unless contractually allowed, or specifically approved, storage of rail cars on tracks for longer than 24 hours is prohibited.

4. WHEELAGE FEE

A wheelage fee shall be assessed each railcar that enters the Heritage Industrial Park over the Port’s rail spur.

5. MAINTENANCE AND REPAIR

The Port may allow, at its sole discretion, maintenance and repair of rail cars at the Big Pasco Industrial Center under the following terms and conditions:

- A. Rail trackage will be leased on a monthly basis per linear foot of trackage. A rail license agreement with the Port shall first be executed prior to any use of the rail with the exception of rail delivery to a leased warehouse wherein the adjacent rail usage is included as part of the lease benefit.
- B. All work will be performed within the leased area, including storage of cars prior to repair and awaiting pick-up by owner.
- C. All work will comply with the standard rail practices and be in conformance with all federal and state laws, rules and regulations.
- D. All work will be handled in an environmentally responsible manner, following standard practices. Lessee shall be responsible for any environmental costs and expenses related to their use, including permitting, clean-up, fines, working with agencies, etc.

ITEM 701 – RAIL TRACK USAGE FEES

<u>Port Facilities</u>	<u>Measure</u>	<u>Rate</u>
Container Terminal	LF/mo	\$2.50
Big Pasco Industrial Center	LF/mo	\$2.50
<u>Heritage Industrial Park Railspur</u>		
Wheelage	per car	\$35.00