

**Notice of Tariff Changes
Effective March 15, 2024**

The following changes will apply to The Port of Port Angeles Terminals Tariff No. 200:

Dockage: Increase 6.0%

Wharfage: Increase 6.0%

Services and Facilities: Increase 6.0%

Handling: Increase 6.0%, minimum charge of \$35.00

Storage: Increase 6.0%

Man-Hour Rates: The schedule of Man-Hour Rates will increase, in accordance with the Pacific Maritime Association's assessment and wage increase, per the ILWU Pacific Coast Longshore Contract

Currency Denomination: Fees, Rates, and Charges have been converted from cents to dollars.

Port of Port Angeles Security Fee: Increase 9.6% to \$400.00

Equipment Rental: Increase 6.0%

Item 3: ESCALATOR CLAUSE

New Language:

All tariff rates, deposits, fees, rentals, and charges may be automatically adjusted each year, effective January 1, or on such other date determined by the Port to reflect inflation increases that have occurred since the previous rate adjustment as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W for Seattle-Tacoma Bremerton (or successor index or reasonable substitute). Inflation adjustments shall be calculated as the average annual percentage change in the index for all reporting periods during the previous twelve-month period ending on July 1 plus 3%, not to exceed 10% in any given year. All inflation adjustments shall be rounded to the nearest \$.25 for ease of administration. The Executive Director may waive implementation of the automatic annual or other inflationary increase in any year for a specific tariff or tariff item if such increase would result in market imbalance or would be technologically unfeasible or otherwise detrimental to Port interests.

Severance and Revival Clause: 1) In the event any portion of the tariff is determined to be invalid, the remaining portion of the tariff will remain in effect, and 2) If any tariff increase is ruled invalid, then the last valid tariff price will remain in effect.

Any Terminals Tariff No. 200 labor items reflecting the International Longshore and Warehousemen Union's negotiated contract rates will be adjusted by the actual increase/decrease notice from the Pacific Maritime Association of such adjustment.

If the Port Executive Director waives any portion of the automatic annual inflationary or other increase in a given year, the tariff may automatically increase the following year as if the full annual inflationary increase had or other increase in a given year, the tariff may automatically increase the following year as if the full annual inflationary increase had occurred for the previous year(s).

ITEM 15: ABBREVIATIONS

Updated Table for Abbreviations

ITEM 18: EQUIVALENTS TABLE AND METRIC CONVERSION TABLE

Updated Table for clarity of equivalents and conversion

ITEM 20: GENERAL INDEX

Updated Spelling and Grammatical Errors

ITEM 101: APPLICATION OF TARIFF

Updated Language:

(A) NOTICE TO PUBLIC:

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

ITEM 103: RESPONSIBILITY

Updated Language:

(A) RESPONSIBILITY FOR LOSS, DAMAGE OR DELAYS

The Port of Port Angeles will not be responsible for any loss or, damage, or delay of merchandise which may arise from any cause beyond its direct authority and control. Further, the Port shall not be liable for any loss, damage or delay of merchandise, caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, deterioration, or loss of quantity, quality or value from inherent vice of product, wastage or decay, animals, rats, mice or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire protection systems, oxidation or rusting, collapse of building or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from civil disorder or labor stoppage, whether or not agents or the employees of the Port be involved; nor from delay caused by shortage of qualified labor, insufficient notification or from war, insurrection, shortage of labor, combination, riots, or strikes or any persons in its employ or in the service of others or for any consequences arising therefrom, except to the extent that any of the aforesaid loss or damage results

from negligent acts or omission of the Port, its employees or agents,. The Port also will not be liable for damage or delay to any merchandise arising from fumigation or inherent vice of the product. Fumigation may be required by State or Federal law or regulations, or where in the judgment of the Port good practice so dictates. Early ripening of fruit will not be a reason for imposing liability on the Port, unless the Port specifically accepts responsibility for a particular shipment. Such acceptance of responsibility must be in writing and signed by the Port Executive Director. (Subject to Item 100 herein.)

(B) RESPONSIBILITY DURING FREE TIME PERIOD

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise during Free Time periods specified in this Tariff, shall be those limits set forth in the ocean carrier's receipt or Bill of Lading issued, or to be issued, to govern the transportation of the shipment by vessel.

(C) RESPONSIBILITY AS WAREHOUSEMAN

Except as may be further limited by specific provisions herein, liability for loss, damage, or delay to merchandise in the care, custody, or control of the Port at any time other than the Free Time periods specified in this Tariff, shall be that of a warehouseman only.

(D) SHIPMENTS RECEIVED SUBJECT TO STATEMENT OF VALUE

Merchandise subject to ocean carriage under rates fixed on Ad Valorem basis or merchandise with the value of any piece, package (or customary freight unit of cargo, when not shipped as a piece or package) in excess of five hundred dollars (\$500.00) shall be accepted as having a mutually agreed value, for the purpose of fixing maximum claims liability of the Port, not in excess of five hundred dollars (\$500.00) per piece, package (or customer freight unit of cargo, when not shipped as a piece or package), unless:

1. The shipper, his agent, inland or ocean carrier delivering such shipments to the Port indicates the actual value of merchandise on the shipping documents tendered to the Port on delivery of goods to the Port, and
2. Written notice indicating the value of the cargo and the intent to deliver is given the terminals no later than the close of business of the regular workday (Saturdays, Sundays and Holidays excluded) immediately preceding the date the shipment is delivered to the Port.

(E) VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE

Except as maximum liability limits may be established under provisions of Paragraph D, Item 103, calculation or adjustment of claims against the Port shall be based upon actual cost of merchandise involved, plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a prorating by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment.

(G) NEGLIGENCE

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

ITEM 105: ACCEPTANCE, RETENTION, AND DELIVERY OF FREIGHT

Updated Language:

(A) RIGHT TO REFUSE FREIGHT

Right is reserved by the Port of Port Angeles, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload or to permit vessels to discharge freight for which previous arrangement for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier. Freight deemed offensive, perishable, or hazardous, freight, the value of which may be determined as less than the probable terminal charges, or freight not packed in containers suitable to standing the ordinary handling incident to its transportation can also be refused under these provisions however, such freight may be repacked or reconditioned at discretion of the Port, and all expense, loss or damage incident thereto will be for account of shipper, consignee, owner or carrier.

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

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

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

(E) EXPLOSIVES AND INFLAMMABLES

The acceptance, handling, or storage of hazardous materials, as defined by the Department of Transportation for purposes of transportation and governed by rules and regulations of Federal, State, and local authorities, are subject to special arrangements with terminal operators. Hazardous cargo must be prepared for shipment in accordance with the applicable DOT Regulations contained in 49 CFR, Parts 100-177. Shippers, vessel operators, and inland carriers are hereby warned that the party or parties responsible for infractions will be subject to such penalties as may result from violation of any applicable regulations. The Port reserves the right to refuse hazardous materials as designated under DOT for purposes of transportation. The Port will not accept any cargo that does not comply with all applicable regulations or is in an unsafe condition.

ITEM 107: CHECKING OF FREIGHT

(A) DEFINITION OF CHECKING

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

Checking will not include measuring, grading, scaling, weighing, marking, segregating, sampling, or supplying any information not obtainable by visual inspection of the package, case, palletized unit, or other exterior container.

Note: Issued pursuant to 46 Code of Federal Regulations, Part 525, and differs as underlined.

(B) CHARGES

Unless otherwise provided for, checking will be assessed at Man-Hour Rates as set forth in Section Four.

(C) OVERTIME

1. Checking from Dray or Trucks:

When freight is received from trucks or drays on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of shift differential or overtime is necessitated, and the Port is required to check same, or to furnish receipts for the freight, Man-Hour Rates, including standby time of checker employed to receive or deliver such freight, will be charged against the party requesting it.

2. Checking to or from Inland Water Carriers:

When freight is received from, or delivered to, inland waterway vessels on Saturdays, Sundays, Holidays, or during hours when, under the working rules governing labor, the payment of shift differential or overtime is necessitated, and the Port performs no labor of handling to or from ship's tackle, but the Port is required to check such freight or to furnish receipts for same, Man-Hour Rates, including standby time of checker employed to receive or deliver such freight, will be charged against the carrier.

ITEM 108: COLLECTION AND GUARANTEE OF CHARGES AND VESSEL BERTH RESERVATION

(B) CHARGES COLLECTED, FROM WHOM

Wharfage, loading, and unloading, when not absorbed by ocean or rail carriers, are due from the owner, shipper, or consignee of the freight. On transit freight in connection with ocean carriers, however, these charges (unless absorbed by rail carriers), and any Storage or miscellaneous charges accrued against said freight, 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 a vessel, its owners or operators, will be deemed an acceptance and acknowledgment of this guarantee. Owners or operators of vessels, if and when permitted to make their own deliveries of freight from wharf, will be held responsible for payment of any storage accrued against freight delivered by them.

(C) CHARTER PARTY AGREEMENTS, SALES CONTRACTS, ETC

The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a vessel, its owner, or operator, of any charge properly assessable against same under this Tariff, will not relieve said vessel, its owner, or operator from liability for the payment of such charge.

(D) INFORMATION TO BE SUPPLIED TO THE PORT

1. Manifest - Masters, owners, agents, or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Such manifests must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifest, certified cargo lists, copies of Ocean Bills of Lading, or "boat notes" or "mates receipts" containing all information required above may be accepted. Such information must be received by the Port for export within five (5) days of vessel's departure and for import within five (5) days of vessel's arrival from the Port's marine terminal facilities.
2. Vessel Stowage Plan – Must be received five (5) days prior to arrival.
3. Dangerous Cargo List – Must be received five (5) days prior to arrival.
4. Refrigerated Container List – Must be received prior to arrival.

(E) COLLECTION OF DELINQUENT ACCOUNTS

Delinquent accounts shall be assessed interest charges, computed at one and one-half percent (1-1/2%) of the unpaid balance after the first thirty (30) days from the day the invoice is first issued. It will be compounding computed on a monthly basis as long as there is a delinquent amount in the account. All extra expenses, including legal expense, litigation cost, or costs of agents employed to effect collections shall also be assessed to, and payable by, such accounts.

ITEM 110: BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS

No vessel will be permitted to berth at a facility of the Port of Port Angeles without having first made assignment and without such an assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of the freight to be loaded or discharged. Application for Vessel Berth Reservation shall be prepared and submitted to the Port no less than ten (10) days prior to estimated vessel arrival.

(B) BERTH ASSIGNMENT CONDITIONAL

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

1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of delay and may be reduced or avoided by the use of the berth of another vessel which is capable of cargo loading or discharge at the berth.
3. Whenever the Port deems a danger of congestion exists or, when a vessel is on berth and another vessel is waiting for that berth, or when a vessel holding an agreement granting preferential use of that berth at that time, presents itself at the berth, any vessel on berth may be required to work cargo around-the-clock or at overtime expense. at its own expense. Should any vessel refuse to comply the Port may order the vessel to vacate the berth.
4. Any vessel, upon notice to move, may be shifted by tug, and any expenses shall be charged to the vessel so moved.

ITEM 113: APPLICATION OF RATES

(A) GENERAL APPLICATION OF RATES

Unless specifically provided for otherwise, rate names in this tariff are in U.S. Dollars per 1,000 Kilograms or, per cubic meter or per 1,000 feet board measure, according to vessel manifest or lading covering shipment when not in connection with vessel. Unless specifically published, NOS Rate will apply on cargo handled overside between vessels and water or barge.

ITEM 115: INSURANCE

No insurance is included in the rates named in this tariff., except as provided in individual items or sections of this tariff.

(A) User shall procure and maintain insurance in the following minimum form and limits. All deductibles or self-insurance retentions are the responsibility of the User. User may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the User may carry. Coverage shall be in place for the duration of the User's presence and use of Port of owned equipment to which this Tariff applies.

1. Marine or Commercial General Liability insurance that includes coverage for third party property damage and bodily injury and shall be written on a form that includes wharfinger's and User's legal liability in limits of not less than \$5,000,000 per occurrence. The policy shall include coverage for the liability that may arise out of User operations as they relate to working on Port owned property or using Port owned equipment to include the loading and unloading of vessels as well as support services. The Port shall be named as an additional insured on this policy. Users shall submit to the Port certificate(s) of insurance as evidence of the required coverage upon request.

2. Automobile Liability Insurance - To the extent that work on Port owned property include automobiles, automobile liability insurance shall be provided in an amount no less than \$ 1,000,000 per occurrence on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent).
3. User is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement such as from the Federal Employers' Liability Act, the Jones Act, or the United States Longshore and Harbor Workers Compensation Act. The User shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal industrial insurance laws.

(B) **Waiver of Subrogation.** Without affecting any other rights or remedies, User (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents, and employees (whether in contract or in tort) on account of any loss or damage occasioned to User arising out of or incident to the perils required to be insured against by this Tariff. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

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

(G) (Subject to Item 100 herein.) Every party using Port marine terminal facilities and/or other Port-owned or Port-controlled premises (including roadways) shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any person, employee, agent, or invitee, or for damage to or destruction of any property. Each party using Port marine terminal facilities and/or other Port-owned or Port-controlled premises (including roadways) shall also indemnify and hold harmless the Port, its employees, agents, and invitees from and against all claims, damages, losses, and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damage to or destruction of any property in whole or in part, by any negligent act or omission or breach of these rules by the Stevedore, its employees, agents, or anyone else for whose acts the Stevedore, and Other Services, is or may be liable. Nothing herein contained shall be deemed to exculpate the Port from liability for loss or damage solely and proximately caused by the negligence of the Port.

ITEM 126: STORAGE, STAGING AND ASSEMBLING OF NON-CARGO EQUIPMENT AND MATERIALS

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

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

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

Explosives and hazardous inflammable materials may only be handled over, stored on or received on, the facilities of the Port by special written arrangement with, and at the option of the Port in its sole discretion and subject to Federal, State and City rules and regulations. "Special arrangement" is defined as a written request submitted to the Port by the prospective customer, describing the explosives and hazardous inflammable materials cargo, the type of storage (covered or open), length of time storage will be necessary, and name and address of the party responsible for storage payment, and accepted by the Port no later than 24 hours prior to the cargo's arrival.

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

ITEM 203: HANDLING

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

When the services of handling of freight in containers or units of such unusual bulk, size or weight as to preclude performing services at a specified or N.O.S. rates named, or when such services are delayed on account of sorting, special checking, tallying, inspection, weighing, condition of freight or other conditions or causes not ordinarily incidental to the services the Port of Port Angeles reserves the right to apply applicable Man Hour rates, as named in this tariff, on such services. Further, when cargo is discharged that requires sorting within a Bill of Lading, charges for sorting will be made at Man-Hour and Equipment Rates.

ITEM 203: WHARF DEMURRAGE

(C) MINIMUM WHARF DEMURRAGE

Minimum wharf demurrage charge will be \$35.00.

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 non-compliance with this tariff.

ITEM 206: FREE TIME

(A) FREE TIME DEFINED

Free Time means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. On outbound traffic to vessel, delivery of which is made after the allotted Free Time period, the day freight is loaded out, or delivered to truck or car, is to be considered a storage day.

ITEM 325: SECURITY FEE

- A. When, due to Rules and Regulations of Federal, State, or local authorities, the terminal is requested or required to provide special security service in connection with cargo moving through its facilities, the terminal shall assess the cost of such security service to the carrier handling such cargo.
- B. When special security service is requested by the carrier, shipper, or consignee, in connection with cargo being handled at the terminal, the terminal shall assess the cost of such security service to the party requesting the service.
- C. In order to fulfill the responsibility for security, including but not limited to responsibilities mandated under Maritime Transportation Safety Act of 2002 and the US Coast Guard regulation 33 CFR 105, the Port will assess against and collect from ocean-going vessels, including but not limited to, SOLAS and US Coast Guard regulation 33 CFR 104, their owners, or operators for the terminal working area a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.
- D. SECURITY FEE:

\$400.00 per vessel, per 8-hour period, or portion thereof.

Security Fee: All rates are per vessel or barge and will be assessed in the following manner: actual time from vessel or barge tie up (last line secure) to vessel or barge let go (last line released) rounded to the next hour: plus 2 hours to prepare and secure the Pier.

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, a request of the customer, or a requirement of the U.S. Coast Guard. Additionally, the Port may waive part or all security fees.

ITEM 402: SCHEDULE OF MAN-HOUR RATES

Updated Table of Rates

Rates are subject to change due to PMA/ILWU wage/adjustment increases.

NOTE: Language in various provisions has been adjusted to clarify the existing tariff obligations' meaning and correct grammatical errors.

The Port of Port Angeles Tariff document and information can be found on the PORT website:

<https://portofpa.com/marine/terminal-facilities/tariff/>

Thank you for your continued support of our Port.

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