

TARIFF SCHEDULE
KLICKITAT COUNTY PORT DISTRICT

NAMING

RATES, CHARGES, RULES
AND REGULATIONS

GOVERNING

PORT AND TERMINAL SERVICES

AT

DALLESPORT AND BINGEN FACILITIES

Issued By

KLICKITAT COUNTY PORT DISTRICT
P.O. BOX 1429
WHITE SALMON, WA 98672
(509) 493-1655

Effective January 1, 1985

KLICKITAT COUNTY PORT DISTRICT

P. O. BOX 1429

WHITE SALMON, WA 98672

TARIFF SCHEDULE
for Bingen and Dallesport facilities

TABLE OF CONTENTS

SECTION	
I.	<p data-bbox="305 583 1055 615">GENERAL RULES AND APPLICATION OF TARIFF</p> <ul style="list-style-type: none"><li data-bbox="342 646 824 678">101. Notice to the Public<li data-bbox="342 678 748 709">105. Tariff Effective<li data-bbox="342 709 1398 741">110. Use of Port Facilities Deemed Acceptance of Tariff<li data-bbox="342 741 979 772">115. Rights of Operation Reserved<li data-bbox="342 772 1325 804">120. Conditions Governing Access to Port Facilities<li data-bbox="342 804 1284 877">125. Conditions Governing Provision of Service or Conduct of Operations on Port Facilities<li data-bbox="342 877 1263 909">130. Unauthorized Berthing of Vessels Prohibited<li data-bbox="342 909 997 940">135. Manifests Required of Vessels<li data-bbox="342 940 1438 1014">140. No Port Responsibility for Demurrage to Cars, Barges or Vessels<li data-bbox="342 1014 976 1045">145. Unreasonable Delay to Vessel<li data-bbox="342 1045 764 1077">150. Waiver of Charges<li data-bbox="342 1077 1515 1108">155. Responsibility for Loss, Damage and Delay of Merchandise<li data-bbox="342 1108 1149 1140">160. Responsibility for Payment of Charges<li data-bbox="342 1140 1304 1171">165. Charges, Payment of, Delinquency and Interest<li data-bbox="342 1171 846 1203">170. Use of Port Equipment<li data-bbox="342 1203 1247 1234">175. "Port" and "Operating Licensee", Construed<li data-bbox="342 1234 784 1266">180. Metric Conversions
II.	<p data-bbox="305 1346 459 1377">WHARFAGE</p> <ul style="list-style-type: none"><li data-bbox="342 1409 824 1440">200. Wharfage, Definition<li data-bbox="342 1440 1203 1472">210. Commodity (Schedule of Wharfage Charges)
III.	<p data-bbox="305 1566 443 1598">DOCKAGE</p> <ul style="list-style-type: none"><li data-bbox="342 1629 824 1661">301. Dockage - Definition<li data-bbox="342 1661 1092 1692">302. Dockage - Based on Vessel's Length<li data-bbox="342 1692 1073 1724">303. Dockage - Period - How Calculated<li data-bbox="342 1724 1036 1755">304. Vessels Shifting Between Berths<li data-bbox="342 1755 902 1787">305. Waiver of Dockage Charge<li data-bbox="342 1787 1304 1818">310. Dockage Rates: General Purpose, Cargo, Barges<li data-bbox="342 1818 1458 1881">320. Dockage Rates: Tugs; Self Propelled Noncargo-carrying Commercial Vessels<li data-bbox="342 1881 768 1913">330. Berth Assignments

SECTION 1. - GENERAL RULES AND APPLICATION OF TARIFF	Item No.
<p><u>NOTICE TO THE PUBLIC</u></p> <p>This tariff is published and filed as required by statute and is notice, therefore, that the rates, charges, rules and regulations shown herein are applicable to all traffic without other specific notice to, or arrangement with, shippers, consignees, carriers or agents acting for such parties.</p>	101
<p><u>TARIFF EFFECTIVE</u></p> <p>The rates, charges, rules and regulations set forth and made effective in this tariff, or in revisions, supplements or additions thereto, shall apply on all cargo received, facilities provided, or services supplied at Marine Terminal facilities owned or operated by Port of Klickitat.</p>	105
<p><u>USE OF PORT FACILITIES DEEMED ACCEPTANCE OF TARIFF</u></p> <p>Use of the Port facilities shall be deemed an acceptance of this tariff and the terms and conditions named herein.</p>	110
<p><u>RIGHTS OF OPERATION RESERVED</u></p> <p>The Port reserves the right to perform all terminal services, furnish all labor, material, supplies and equipment for all operations on Port premises.</p> <p>Persons, firms or corporations, by invitation of the Port or upon approval of application to the Port, may be granted special permission to furnish services, labor, material, supplies and equipment, to the extent designated by the Port. Those obtaining such permission, in their relations with the public, shall apply, adhere and themselves be subject to this tariff except to the extent specifically relieved by the Port.</p>	115
<p><u>CONDITIONS GOVERNING ACCESS TO PORT FACILITIES</u></p> <p>Parties permitted on, or gaining access to, Port property at all times are required as the first and most basic condition attached by the Port for authorized access to Port premises:</p> <ol style="list-style-type: none"> 1) Shall exercise care in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, the vessel or of any other party. 2) Shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations. 	120

SECTION 1. - GENERAL RULES AND APPLICATION OF TARIFF

**Item
No.**

**CONDITIONS GOVERNING PROVISION OF SERVICE OR CONDUCT OF OPERATIONS
ON PORT FACILITIES**

125

Persons, firms or corporations authorized, invited or providing services, labor, material, supplies or equipment, either pursuant to privilege extended in working of Item 15 of this tariff or by any other authorization, requirement or obligation do so subject to the following conditions:

- 1) In any service relationship with the Port (other than as an individual in the hire of the Port) shall be independent contractors, each to the other, and they shall not be agents or employees, one for the other, for any purpose.
- 2) As a condition to the right to conduct business or operate on Port property, shall warrant that all operations be conducted there at all times in compliance with applicable federal and state law or regulation and with necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty, and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, such party shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.

- 3) As a party authorized to provide service or conduct business on Port property such party shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorneys' fees) for injury to or death of any employee, agent or invitee, or for damage to or destruction of property. Such party shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorneys' fees) for injury to or death of any other persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any negligent act or omission or breach of these Rules by its employees or agents.
- 4) As a party authorized to provide service or conduct business on Port property, such party may be required, at the discretion of the Port, to execute and deliver to the Port an indemnity agreement substantially in accord with these terms and/or to supply proof of insurance coverage in acceptable limits and form, viz.:

Workmen's Compensation Insurance under all applicable statutes for all employees performing its work; Employers' Liability Insurance; Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody and control), against claims for bodily injury, death or property damage occurring on, in or about vessels being loaded, or the premises of the Port and the adjoining areas.

(Continued)

SECTION 1. - GENERAL RULES AND APPLICATION OF TARIFF	Item No.
<p data-bbox="120 226 906 296"><u>CONDITIONS GOVERNING PROVISIONS OF SERVICE OR CONDUCT OF OPERATIONS ON PORT FACILITIES</u> Cont'd.</p> <p data-bbox="152 323 1052 359">5) Shall cooperate fully with the Port in all respects:</p> <ul style="list-style-type: none"> <li data-bbox="217 390 1247 449">a- In making appropriate use of proper facilities and equipment in each operation, <li data-bbox="217 480 1166 539">b- In advising as far in advance as possible the types and quantity of cargo to be handled, <li data-bbox="217 571 1036 606">c- In estimating arrival and departure of vessels, <li data-bbox="217 638 1230 697">d- In giving advance information on any special problems which exist or arise, <li data-bbox="217 728 1187 802">e- In restoring terminal working areas to a clean, safe and orderly condition on completion of the operation. 	125
<p data-bbox="136 884 829 919"><u>UNAUTHORIZED BERTHING OF VESSELS PROHIBITED</u></p> <p data-bbox="136 947 1235 1100">No person shall make any vessel 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, in a slip or waterway controlled by the Port, without express prior consent of the Port or its operating licensee.</p>	130
<p data-bbox="136 1150 607 1186"><u>MANIFESTS REQUIRED OF VESSELS</u></p> <p data-bbox="136 1213 1268 1335">Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights of all freight loaded and discharged at the Port facilities.</p>	135
<p data-bbox="136 1388 1154 1423"><u>NO PORT RESPONSIBILITY FOR DEMURRAGE TO CARS, BARGES OR VESSELS</u></p> <p data-bbox="136 1451 1300 1572">In furnishing the service of ordering, billing out, loading or unloading cars or of handling to or from the vessel, no responsibility for any demurrage whatsoever on either cars or vessels will be assumed by the Port.</p>	140
<p data-bbox="136 1619 591 1654"><u>UNREASONABLE DELAY TO VESSEL</u></p> <p data-bbox="136 1682 1300 1866">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 and such down time constitutes the extent of Port liability. In no case shall the Port be liable for other damages, including without limitation, special or consequential damages.</p>	145

SECTION 1. - GENERAL RULES AND APPLICATION OF TARIFF	Item No.
<p><u>WAIVER OF CHARGES</u></p> <p>Delays in loading, unloading, receiving or delivering cargo arising from riots or strikes, of persons either in the employ of the Port or in the employ of others, or from any other cause not reasonably within the control of the Port, will not entitle the owners, shippers, consignees or carriers of the cargo to a waiver of storage charge, or other terminal charge.</p>	150
<p><u>RESPONSIBILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE</u></p> <p>(A) <u>Responsibility Limited</u> Neither the Port nor its operating licensee will be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence of the Port or its operating licensee.</p> <p>Further, neither the Port nor the operating licensee shall be liable for any loss, damage or delay of merchandise, or any other injury which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers; nor for act of God, the law or civil or military authority; nor for civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or employees of the Port be involved; nor for delay caused by shortage of qualified labor.</p>	155
<p><u>RESPONSIBILITY FOR PAYMENT OF CHARGES</u></p> <p>Charges are due from the person or party ordering or benefitting from the service or facility provided.</p>	160
<p><u>CHARGES, PAYMENT OF, DELINQUENCY AND INTEREST</u></p> <p>Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation and any invoice remaining unpaid for a period of thirty calendar days after date of issue is delinquent.</p> <p>A delinquent invoice is subject to an interest charge of one (1) percent per month beginning on the first day such invoice is delinquent and continuing monthly thereafter so long as such invoice remains unpaid.</p> <p>The Port reserves the right to withhold delivery of freight until all accrued terminal charges due on such freight have been paid or to sell abandoned freight or freight upon which the terminal charges remain unpaid after a reasonable period.</p>	165

SECTION 1. - GENERAL RULES AND APPLICATION OF TARIFF	Item No.
<p data-bbox="159 205 500 239"><u>USE OF PORT EQUIPMENT</u></p> <p data-bbox="175 268 1286 394">Subject to conditions and charges set out here and elsewhere in this tariff, Equipment may be rented or otherwise made available to Port customers or parties authorized to supply service or conduct business on Port property.</p> <p data-bbox="175 424 1318 709">All equipment, so supplied, whether by the Port or by its operating licensee, is expressly understood to be under the direction and control of the user and the user is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the user to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters.</p> <p data-bbox="175 739 1286 865">All equipment supplied under these provisions shall be properly used and not subjected to abuse or more than normal wear and tear. Should the equipment be damaged during the use period, the user shall bear the cost of repair.</p> <p data-bbox="175 894 1269 970">All such equipment shall be returned to the renter in the same condition as when received, normal wear and tear excepted.</p>	170
<p data-bbox="159 1012 841 1054"><u>"PORT" AND "OPERATING LICENSEE", CONSTRUED</u></p> <p data-bbox="214 1075 1205 1150">As employed herein, "Port" shall be taken to mean Klickitat County Port District, No. 1.</p> <p data-bbox="191 1171 1318 1360">Where reference is made to "Operating Licensee" within this tariff, this term shall be understood to mean any party, individual, firm or corporation authorized or designated by the Port, through lease agreement or other arrangement, to act as the Marine Terminal operator or to perform or supply operational services at Port facilities or on Port premises.</p>	175

SECTION 1. - GENERAL RULES AND APPLICATION OF TARIFF

Item
No.

METRIC CONVERSIONS

180

When it becomes necessary to make conversions of weights and measurements between the Metric System (S. I. Units), and U.S. measures for application of rates and charges provided in this tariff such conversions will be made based on the factors shown below:

METRIC CONVERSION TABLE

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons (2,000 lbs.)	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons (2,240 lbs.)	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic Meters	Measurement Tons (40 Cu. Ft.)	Measurement Tons by 1.133

SECTION 2 - WHARFAGE

**Item
No.**

WHARFAGE, Defined:

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

200

Note: Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cars, trucks, drays or river carriers is eventually loaded on vessel.

RATES

COMMODITY	Wharfage Rate In Cents Per 2000 lbs. ①
-----------	--

All commodities or freight, not more specifically described in this section	35
Beverages, in barrels, kegs, boxes or cartons, viz.:	
Alcoholic, (including whiskey and wines)	47
Beer, Ale, Stout	35
NOS	35
Commodities, not containerized, NOS, shipped or received in bulk	17
Explosives, NOS, including ammunition	100
Flour, Wheat, Corn Meal, Potato Flour, in bags, in containers	27
Lumber and Lumber Products, viz.:	
NOS, per MFBM	205
Balsa Wood, per 40 cubic feet	233
Doors, in packages	35
Plywood, veneer, veneered wood, wood hardboard	29
Shingles and shakes, in bundles, per bundle	8
Vehicles, viz.:	
Automobiles, pickups, farm tractors or motorized agricultural vehicles, SU, NOS., per each	660
Vehicles, boxed or crated	35
Wood Pulp , Chips.....	17
Metal, In bars, blisters, ingots, slabs, pigs, sheets..	30
Aggregate materials (sand, gravel, rip-rap, etc.).....	11

210

① Rates shown apply per 2000 lbs. unless other indication is specified within the individual rate item.

SECTION 3 - DOCKAGE

Item No.

(a) Dockage - defined:

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

301

(b) Dockage - based on Vessel's Length:

Dockage charges shall be based upon the vessel's "length-over-all". Length-over-all shall be construed to mean the linear distance, expressed in feet, from the most forward point on the stem of the vessel to the aftermost part of the vessel as such dimension may appear in the Certificate of Registry or "Lloyd's Register of Ships." In event of dispute or question, the port may measure the vessel to determine actual length over-all.

302

(c) Dockage - Period - How Calculated:

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

303

(d) Vessels Shifting between Berths:

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

304

(e) Waiver of Dockage Charge:

Dockage will not normally be charged for vessels during loading or unloading at Klickitat County Port District facilities wherein the Port is receiving wharfage fees.

305

Dockage: General Purpose, Cargo, Barges

310

Vessels (see note)* "Length-Over-All"(in feet)		Rate ①②	Minimum Charge
Over	Not Over		
0	100	\$25.00	\$25.00
100	200	\$45.00	\$45.00
200	-	\$65.00	\$65.00

①. Rate is in dollars and cents and applies per 24 hours berth occupancy.

②. Exception: Subject to a minimum charge which, in no case, shall be less than that for one full day's berth occupancy; Barges berthed to load and discharge cargo shall not be charged for Saturdays, Sundays or Holidays.

Lash Barges: Dockage rate for Lash Barges loading, discharging, on standby basis or idle, shall be \$5.00 per 24 hour period or any portion thereof.

* NOTE: Charge shall be based on the cumulative total of the individual lengths of each of the vessels in the tow.

SECTION 3 - DOCKAGE

Item
No.

Dockage: Tugs; Self-propelled Noncargo-carrying Commercial
Vessels: Rates Per 24 Hour Period or Portion thereof:

320

<u>Vessel "Length-over-all"</u> <u>(In Feet)</u>		<u>Dockage</u> <u>Period</u>	<u>Rates in</u> <u>Dollars and Cents</u>
<u>Over</u>	<u>Not Over</u>		
0	50	First 24 Hours	\$20.00
		Period Beyond 24 Hours	25.00
50	100	First 24 Hours	\$30.00
		Period Beyond 24 Hours	35.00
100	---	Per Dockage Period	\$40.00

Note: Dockage will not normally be charged for tugs
involved in a tow.

SECTION 3 - DOCKAGE

Item
No.BERTH ASSIGNMENTS

(f) Berth Assignments:

Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel. An assignment, unless otherwise provided, shall include only the right to berth vessel or vessels owned, operated or represented by the assignee at the specifically assigned berth, to embark or disembark passengers and their baggage and to assemble or distribute cargo received in connection with said vessel or vessels over, through or upon such wharf area as may be designated in assignment, subject to the provision that when an assigned berth or designated wharf area or any part thereof be unoccupied the Port may make an assignment of said berth or wharf area or any part thereof to another vessel, or make use of said berth or wharf area for such other operations or uses as it may deem expedient.

330

(g) Vessels Required to Obtain Assignments:

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

(h) Vessels Required to Vacate Berths:

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate 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 shift, change berth or vacate berth at request may be shifted or moved by the Port by means of a tug or otherwise, with all expense incurred and all risk of damage for the account of such vessel.