



600 S. E. BAY BLVD., NEWPORT, OREGON 97365, PHONE (541) 265-7758, FAX (541) 265-4235, [www.portofnewport.com](http://www.portofnewport.com)

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### **South Beach Marina Activities Room**

2120 SE Marine Science Drive  
Newport, OR 97365

#### **Tariff Work Session**

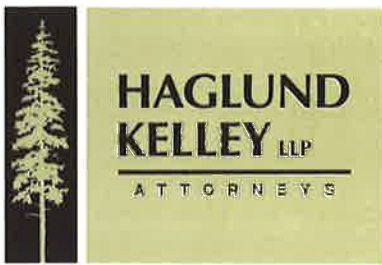
Monday, April 14, 2014  
12:00 p.m.

#### **TENTATIVE AGENDA**

- I. CALL TO ORDER
- II. EXECUTIVE SUMMARY/TARIFF DOCUMENT - Mike Haglund
- III. MATRIX OF PEER PORT FEES
- IV. COMMENTS/CONCERNS FROM AFFECTED USERS
- V. RESOLUTION FORMAT
- VI. RECOMMENDED ADOPTION AT APRIL 22 REGULAR MEETING
- VII. ADJOURNMENT

-###-





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April 4, 2014

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Julie A. Weis  
Christopher Lundberg  
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Matt Malmsheimer  
Joshua Stellmon  
Shenoa L. Payne

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**VIA EMAIL & FEDERAL EXPRESS**

Kevin Greenwood  
General Manager  
Port of Newport  
600 SE Bay Boulevard  
Newport, OR 97365  
[kgreenwood@portofnewport.com](mailto:kgreenwood@portofnewport.com)

Re: Log Export Project

Dear Kevin:

Attached and enclosed are the following:

1. Memorandum entitled "Pacific Northwest Softwood Exports – Historical Background, Current Situation and Underlying Economics;"
2. Executive summary of draft Port of Newport tariff; and
3. Draft International Terminal Tariff No. 1.

The matrix of West Coast port tariffs showing comparable charges for log cargos is still missing a few items that are not publically available. That document should be finished and available early next week.

As we discussed, we are providing copies of the proposed new tariff to the attorneys for Teeven Bros. and TPT and directly to Roger Redifer for Alcan Forest Products. We have asked for comments in advance of the Port Commission work session scheduled for April 14th in Newport.

Finally, please note that the information in the memorandum is somewhat sensitive and is being provided to you and ultimately the Port Commission on a privileged attorney-client basis. If you have any questions, please do not hesitate to call.

Very truly yours,

Michael E. Haglund

MEH:lsl  
Attachments

0000027470H073

## **EXECUTIVE SUMMARY OF PORT OF NEWPORT TARIFF**

The draft Port of Newport International Terminal Tariff No. 1 is a major upgrade of the existing Terminal Tariff that it will replace. It contains seven sections, each of which is summarized below.

### **I. General Rules.**

This section contains provisions covering the Port's authority over all of its facilities, key legal protections for the Port including the legal obligations of all vessels and facility users and information necessary to interpret and administer the tariff. The key provisions include:

- Vessel responsibility for damaged Port property or environmental damage. Complaint procedure addressed through General Manager.
- Metric conversion tables.
- Port's broad rights to exclude dangerous cargos, refuse cargo, remove, repack or transfer hazardous cargo and to sell cargo for failure to pay port charges.
- Obligation of all facility users to comply with safety, environmental and other laws.
- U.S. Coast Guard compliance obligation and security fee.
- Payment terms – generally cash in advance with any delinquent account carrying 18% interest and responsibility for collection expenses including attorney's fees.
- Minimum levels of insurance with Port as additional insured.
- Broad hold harmless agreement from vessels and facility users.
- No Port warranty regarding depth of berth.
- Port's liability limited to its own negligence.
- No Port liability for demurrage or delay except where caused by Port negligence.
- Notice of any claim must be filed within 180 days.

### **II. Dockage Rules.**

- Definition of dockage based upon length of vessel overall ("LOA").
- Dockage rates which are competitive with other West Coast ports.
- Definition of lay status and 50% dockage rate.

### **III. Break Bulk Rules.**

- Covers non-containerized cargo such as logs and lumber.
- Definition of service and facilities and associated charges.
- Definition of wharfage and associated charges.

**IV. Cargo Staging Area.**

- Defines 3.3 acre zone immediately adjacent to international terminal that is available for rent on short term basis at \$2,000 per week.
- Contains payment terms, indemnification and insurance requirements.

**V. Labor Rules.**

- Defines basic labor rules.
- Lists ILWU labor rates.
- Defines line service and rates.

**VI. Equipment Rules.**

- Port equipment rented "as is" and with no warranties.
- Defines billable periods and rates.
- Defines procedure for reserving and renting Port equipment.

**VII. Storage Rules.**

- Defines terminal storage and conditions.
- Establishes responsibility for storage costs and cargo removal.

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# **INTERNATIONAL TERMINAL TARIFF NO. 1**

*(Cancels and replaces Terminal Tariff)*

## **PORT OF NEWPORT**

NEWPORT, OREGON

Effective: May \_\_\_\_, 2014

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[Photo of Terminal]

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## SECTION I - GENERAL RULES

### 1. The Port

The term the "Port" shall mean the Port of Newport, Newport, Oregon.

### 2. Application of Tariff

#### A. Effective Date

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

#### B. Notice to Public; Facility Users

This tariff is notice to the public that the provisions of this Tariff, including, but not limited to, the rates, charges, rules, and regulations contained herein, apply to all Facility Users, and are enforceable by an appropriate court as an implied contract without proof of actual knowledge of the provisions contained herein. The term "Facility User" shall mean any cargo interest, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any other person or entity who use or benefit from use of the Port's marine terminal facilities. Each Facility User shall be liable for noncompliance with the terms of this tariff by such Facility User's partners, officers, directors, agents, employees, invitees, contractors and/or subcontractors.

#### C. Reservation of Agreement Rights

The Port reserves the right to enter into agreements with common carriers, shippers, and/or their agents concerning rates

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and service providing such agreements are consistent with existing local, state and federal regulations.

D. Specific Commodity Rates Prevail

Rates provided for specific commodities will prevail over not otherwise specified (NOS) rates or any general commodity rate. When no specific or NOS rates are set forth in this tariff, such charges shall be based on a time, equipment, and materials basis.

E. Use of Facilities Deemed Acceptance of Tariff

Use of the Port's marine terminal facilities shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. It is the responsibility of the Facility User to be aware of the physical characteristics of the facilities.

3. **Damage to Port Property and the Environment**

A. Piling Damage Replacement

Vessels will be responsible for and charged for the replacement of any pilings damaged during their occupancy of a Port berth. 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 by the vessel's agent in writing prior to tie-up of any pre-existing damage to the piling.

B. Environmental Costs

Each Facility User will be responsible for all costs associated with response to, or abatement of any spills, releases, or discharges of pollution, invasive species, or hazardous materials into the air, land, groundwater or waterways in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from or

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are caused by the Facility User's vessel, equipment, or operations. If a Facility User does not immediately commence clean up, the Port may undertake clean up operations, and the Facility User will reimburse the Port for all such costs within thirty (30) days of written demand by the Port. With respect to invasive species, recoverable environmental costs include without limitation costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

C. Other Property Damage

Each Facility User will be responsible for any damage caused by the Facility User, either by act or omission, to Port property or operations, or the property of any terminal operator, tenant, or other user, and shall reimburse the Port or other party for any such damage within thirty (30) calendar days of written demand.

4. Performance of Services on Port Facilities

The Port reserves the right to perform all services and furnish all equipment, supplies, and material in connection with the operation of its marine terminal facilities. No person, firm, or corporation shall be allowed to perform any services on the Port's marine terminal facilities without written permission from the Port. Those permitted to perform services shall apply, as well as adhere to, this tariff and any additions, revisions, or supplements.

5. Shipper's Requests and Complaints

Any party may initiate inquiries or complaints on matters relating to rates, charges, rules, and regulations contained in this tariff by filing a fully documented statement with the General Manager, Port of Newport, 600 SE Bay Boulevard, Newport, OR 97365.

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## 6. Definitions

### A. Holiday

Any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

### B. Point or Place of Rest

That area on the marine terminal facility assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.

### C. Unitized Cargo

Cargo prepared or packed for routine handling with Port mechanical equipment.

## 7. Metric Conversion Table

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

| <u>MEASURE</u>    | <u>METRIC EQUIVALENT</u> |
|-------------------|--------------------------|
| 1 pound           | .4536 kgs.               |
| 1 ton (2000 lbs.) | 907.2 kgs.               |
| 1 inch            | 2.54 cms.                |
| 1 yard            | .9144 mtrs.              |
| 1 cu. foot        | .0283 cu. mtrs.          |
| 40 cu. feet       | 1.1327 cu. mtrs.         |
| 1 gallon          | 3.7854 liters            |



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| <u>MEASURE</u> | <u>U.S. EQUIVALENT</u>  |
|----------------|-------------------------|
| 1 kg.          | 2.2046 lbs.             |
| 1000 kgs.      | 2204.6 lbs.             |
| 1 cm.          | .3937 inches            |
| 1 meter        | 39.37 inches            |
| 1 cu. mtr.     | 35.314 cu. ft.          |
| 2,204.6 lbs.   | 264.53 gallons of water |

## CONVERSION FORMULAS

|                             |                               |
|-----------------------------|-------------------------------|
| Kilograms to Pounds.....    | Multiply Kilograms by 2.2046  |
| Pounds to Kilograms.....    | Multiply Pounds by .4536      |
| Cu. Meters to Cu. Feet..... | Multiply Cu. Meters by 35.314 |
| Cu. Feet to Cu. Meters..... | Multiply Cu. Feet x .0283     |
| Feet to Meters.....         | Multiply Feet x .3048         |
| Meters to Feet.....         | Multiply Meters x 3.281       |

### 8. Conditions for Acceptance, Retention, or Delivery of Cargo

#### A. Right to Exclude Explosives, Nuclear Materials, Invasive Species, Hazardous and Inflammable Commodities

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

#### B. Right to Refuse Cargo

The Port reserves the right (without responsibility for demurrage, other charges, loss, or damage) to refuse to accept, receive, or unload cargo, or to demand that cargo which has

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been unloaded be returned to the discharging vessel. In addition, the Port can refuse to allow vessels to discharge:

- (1) Cargo, for which previous arrangements for space, receipt, unloading, or handling have not been made with the Port by the shipper, consignee, or carrier.
- (2) Cargo, deemed extremely offensive, perishable, hazardous, or likely to contain invasive species.
- (3) Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.

C. Right to Remove, Repack or Recondition, Repile, and Transfer Cargo

At the Port's option, cargo shut out at clearance of the vessel may be piled or repled to make space; transferred to other locations within the marine terminal facilities; or relocated to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier.

At the Port's sole discretion, cargo considered hazardous, offensive, or by its nature liable to damage other cargo, can be either removed from the marine terminal facility, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be that of the owner, shipper, consignee, or carrier. These expenses include, but are not limited to, surveying, reconditioning, containment, government fines or assessments, and additional labor or equipment requirements.

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D. Right to Sell Cargo

The Port may sell at public or private sale, any cargo on which the owner fails to or refuses to pay marine terminal facility charges. The proceeds of the sale are to be applied first to the cost and expense of sale and thereafter to the charges. Cargo of a perishable nature or of a nature liable to damage other cargo or property may be sold at public or private sale without advertising.

E. Right to Withhold Delivery

The Port reserves the right to withhold delivery of any cargo until all accrued marine terminal facility charges have been paid in full.

9. Information to be Supplied to the Port

The Port may require such information as is reasonably available for the efficient conduct of its operations including, without limitation, the following:

A. Manifests

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 and/or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Manifests must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean bills of lading, or "boat notes" or "mates' receipts" containing all information as required above may be accepted. Such information must be received by the Port within 5 days prior to the vessel's arrival at the Port's marine terminal facilities.

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B. Dangerous Cargo List

Must be received prior to vessel arrival.

10. Billing in U.S. Measure

Upon customer request, billing will be performed on the basis of U.S. Measure in accordance with the conversion factors published with this tariff. The billing rates will reflect the conversion from 1 K/T or C/M basis to a S/T or 40 C/F basis, respectively.

11. Safety, Environmental, and Other Laws

A. Safety

All Facility Users shall comply with all applicable health and safety laws and regulations, including, without limitation the Occupational Safety and Health Act (OSHA), Oregon OSHA and/or the Pacific Marine Safety Code governing longshore safety.

B. Environmental Laws

All Facility Users shall comply with all applicable environmental laws, rules, or regulations promulgated by federal, state, or local regulatory bodies and by the Port.

C. Other Laws

In addition to any laws, rules, or regulations specifically referenced in this tariff, all Facility Users shall comply with any other applicable laws, rules, or regulations promulgated by federal, state, or local regulatory bodies and by the Port.

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## 12. United States Coast Guard Compliance

All ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard (USCG) rules and regulations. At any time, while at berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered to stop by USCG authorities or the Captain of the Port, the vessel/owner(s)/operator(s) shall be liable for all consequential delays, damages, and costs; and the Port shall have the right to order the vessel to vacate the berth if the cargo operation has not resumed within one hour from the time it stopped.

If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent/master/owner(s)/operator(s) shall immediately notify the Port indicating the nature of the deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port shall have the right to reject or void the vessel's application for berthing until the deficiency is corrected, and the correction is acceptable to the USCG.

## 13. Security Fees

In order to fulfill its responsibilities for security, including, but not limited to, responsibilities mandated under the Maritime Transportation Security Act of 2002 and the USCG Regulation 33CFR§105, the Port will assess against and collect from ocean-going vessels, their owners, or operators for the use of terminal working areas 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.

Security fees will be charged at marine terminal facilities for which the Port provides security. For a container vessel, the fee will be assessed against all loaded containers, both import and export. Empty containers will not be assessed this fee. No additional security fee will be assessed against the container vessel itself. For non-container

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vessels, the charge will be assessed against the vessel on a per-dockage-day basis.

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 U.S. Department of Homeland Security.

[Amount of Security Fee Under Discussion in Light of Recently Issued Security Plan]

## 14. Charges and Payment

### A. Collection and Guaranty of Charges

#### (1) Wharfage, Service and Facilities, Loading and Unloading, and Miscellaneous Charges:

(a) Wharfage, service and facilities, loading and unloading, and miscellaneous charges shall be assessed to the owner of the cargo when they are not absorbed by the ocean or inland carriers.

(b) Charges for wharfage, service and facilities, loading and unloading, and other Port charges for services performed on cargo transshipped by ocean carriers shall be billed to and payment guaranteed by the vessel, its owners, or operators.

## 15. Terms of Payment

Use of Port marine terminal facilities or service is conditioned upon satisfactory assurance to the Port that all charges will be paid when due. Charges are due and payable as they accrue or on completion of service or use.

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## 16. Requirements for Payment in Advance

The Port shall require payment in advance for each of the following:

### A. Berth Assignment

Before vessel is assigned a berth and commences its loading or unloading operations. These charges are billed to the vessel, its owners, or agents.

### B. Cargo Custody and Control

Before cargo leaves the custody and control of the marine terminal facilities for inbound shipments and before outbound cargo is released from the custody and control of the terminal. These charges are billed to the cargo owner, shipper, or consignee.

### C. Perishable, Doubtful Value, Household Goods

For all services provided on perishable cargo, cargo of doubtful value, and household goods.

### D. Payment Terms are Cash

Unless credit for its charges has been extended by the Port as provided in this Section 15.D, all Port invoices for its charges pursuant to this tariff or other agreement are due and payable in United States currency upon presentation to the vessel, her owners or agents.

Port customers, prior to the use of marine terminal facilities or services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port. Conditions under which extended payment terms may be granted are outlined in the

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Supplement to Application for Vessel Berth Reservation.

If payment is not made by the person or persons, or entity or entities, to whom credit has been extended by the Port according to the terms of such credit extension, then such person or persons, entity or entities may be, following the failure to properly make payment, placed on a cash payment basis by the Port.

**E. 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 will be performed or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

**F. Delinquent Invoices**

Invoices issued by the Port are due and payable no later than 30 days from invoice date. Invoices not paid by the due date shall bear a delinquency charge of 18% per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. 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. Any and all services provided or performed pursuant to this Tariff shall give rise to a lien in favor of the Port against the vessel, container, chassis, cargo or any other tangible property whatsoever.



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G. Collection Expenses

Any and all additional collection expenses, including, without limitation, attorney fees and costs necessary to effect collection, may also be assessed.

H. 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.

17. Insurance and Indemnification

A. Insurance

Every party using Port marine terminal facilities shall obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their work at or upon the marine terminal facilities. The following is the minimum insurance coverage that must be secured:

- (1) Workers' Compensation Insurance (including Longshoremen & Harbor Workers Act, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work. In addition, Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than \$1,000,000 per occurrence.
- (2) Commercial General Liability and/or Comprehensive Marine General Liability, Stevedore's Liability, Protection and Indemnity, Charterer's Legal Liability, Sudden and Accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with

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separate limits of \$5,000,000 each coverage, per occurrence. Coverage should include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in, or about any vessels being loaded or unloaded by a party on Port premises and adjoining areas.

- (3) Every party shall submit to the Port, upon request, certificate(s) of insurance as evidence of the required coverage. Such insurance shall provide that the Port is to be given 30 days' prior written notice of any cancellation. Such insurance shall be primary, and shall not seek contribution from any insurance or self insurance carried by the Port. Failure of the Port to request the proof of insurance required herein, or to notice discrepancies in the evidence submitted, shall not excuse a party from the insurance requirements of this tariff.

## 18. Definitions

Every Facility User shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following: (a) any act, omission, or negligence of the Facility User; (b) any use, occupation, management, or control of any portion of the Port's marine terminal facilities by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the marine terminal facility; (c) any breach, violation, or nonperformance of the regulations, rules, and terms of this tariff; (d)

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any damage caused by the Facility User on or to the marine terminal facility; or (e) any spill, release, or discharge of pollution, invasive species, or hazardous materials into the air, land, groundwater, surface water or sediments at or in the vicinity of any of the Port's marine terminal facilities that are associated with or relate to, or are caused by, the Facility User, including but not limited to the Facility User's vessels, equipment, or operations. For purposes of this rule "Facility User" shall be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees, contractors, and/or subcontractors, and the "Port" shall be deemed to include the Port, its commissioners, directors, employees, and agents.

## 19. Application of Carrier Bills of Lading

It is hereby expressly agreed between the Port and each carrier using the Port's marine terminal facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "Port Parties") used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading (each a "B/L") shall be treated as and shall be express beneficiaries under those B/Ls through the inclusion of a Himalaya Clause in each carrier's B/L. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any B/L or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves. Each carrier shall indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including, without limitation, reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its B/L, or through contract or otherwise fails to apply to the cargo, such rights, defenses,

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exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

20. No Warranty as to Depth of Water at Berth

When accepting a request and issuing a berth assignment the Port of Newport makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. The Port of Newport makes every effort to maintain adequate water depths, but depths vary continually because of the influence of tidal changes, volume of river flow and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel.

21. Excess Cargo Value

Each carrier will indemnify the Port from and against, and reimburse the Port for, any liability, damage, and claim (and all expenses connected therewith, including, without limitation, attorneys' fees and costs) arising out of cargo loss or damage occurring on the marine terminal facilities in excess of \$500 per package lawful money of the United States, or in case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of \$500 per package or customary freight unit and paid to carrier a higher freight rate by reason of such excess value declaration.

22. Limits of Liability

No provision contained in this tariff shall limit or relieve the Port from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port or Port Parties from liability for the Port's own negligence.

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## 23. Sovereign Immunity

To the extent any carrier calling the Port terminal has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, such carrier hereby waives such immunity and agrees not to assert, by way of motion, as a defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity, any claim that it is not personally subject to the jurisdiction of the above named courts by reason of sovereign immunity or otherwise, that it is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this tariff may not be enforced in or by such courts. Each carrier waives immunity from attachment or arrest of its vessels and property.

## 24. Responsibility for Demurrage and Delays

### A. Demurrage

- (1) Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

### 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.

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## 25. Responsibility for Loss, Damage & Delay of Merchandise & Cargo

### A. Port's Responsibility Limited

- (1) The Port shall not be responsible for any loss, damage, or delay of merchandise, cargo, or containers which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence.
- (2) Further, the Port, except for the Port's own negligence, shall not be liable for any personal injury, damage, or loss (including, without limitation, damage to containers) that results from:
  - (a) animals, insects, rodents, or vermin;
  - (b) decay, deterioration, evaporation, shrinkage, or loss of quantity, quality, or value from inherent vice of product;
  - (c) interruptions in electrical power, fire, frost, leakage, or discharge from fire protective sprinklers, oxidation, or rusting;
  - (d) civil disorder, insurrection, terrorism, or riot;
  - (e) strike, labor policies or practices, compliance with collective bargaining agreements, slowdown or labor stoppage whether or not agents or the employees of the Port are involved;
  - (f) delay caused by shortage of qualified labor; or
  - (g) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

### B. Responsibility as Warehouseman

- (1) Except as limited by specific provisions, liability for loss, damage or delay to merchandise, cargo, or containers while in the care, custody, or control of the Port at any time specified in this tariff shall be that of a warehouseman only.

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C. Valuation of Merchandise for Claims Purpose

- (1) Any claims against the Port shall be based upon the actual cost of the merchandise plus freight and insurance, if paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

26. Claims

A. Loss or Damage Claims

- (1) Notice of claim against the Port for loss of or damage to merchandise, cargo, or containers including, but not limited to, indemnity claims, must be filed with the Port, in writing, within 180 days of the occurrence of the alleged loss of or damage to the merchandise, cargo, or containers. Commencement of an action shall be within 2 years of the occurrence of the alleged loss of or damage to cargo or merchandise.

B. Recovery of Overcharge Claims

- (1) Claims for recovery of overcharges must be filed in writing with the Port within 12 months following the date of the invoice against which the overcharge is claimed.

27. U.S. Government Cargo - Quoting and Filing Rates and Charges

Rates and charges assessed by the Port for marine terminal facilities and/or services, that are paid directly to the Port by the U.S. government, may be quoted upon request.

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## 28. Electrical Current

### A. Electrical Rates

- (1) The charge for electric service includes electric power at either Central Lincoln PUD's current tariff rate, use of the power distribution system at the applicable terminal which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services, and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this tariff.
- (2) The Port will exercise reasonable care to provide adequate and continuous electric 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 electric service not occasioned by its tortuous conduct or that of its agents or employees.
- (3) Labor Services performed will be billed at tariff labor rates.

## 29. Fresh Water

Fresh water will be furnished at tariff rates. Rates include use of couplings, hoses, and labor required between 7 a.m. and 3:30 p.m. Monday through Friday, excluding holidays. Labor for water hooked up and/or disconnected during other hours will be billed at rates calculated from the labor rates table.

## 30. Disposal of Vessel's Oily Waste and Garbage

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port shall obtain the services of an oily waste or garbage hauler that meets all USCG and other government laws and regulations in effect at the time of the haul.



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The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

**31. Materials and Supplies**

Materials and supplies furnished by the Port shall be billed at cost, plus 25%.

**32. Rates for Cleaning Dock Area**

This service performed will be billed at the labor and equipment rates. In addition, disposal costs will be charged to any stevedore firm or Port customer who does not clear the dock areas of dunnage, stevedore gear, equipment, or material upon completion of loading or discharging of vessel.

**33. Passenger Traffic Fee**

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

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## SECTION II - DOCKAGE RULES

### 1. Dockage Definition

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

### 2. Basis For Establishing the Vessel's Length

Dockage charges shall be based upon the vessel's length overall as published in "Lloyd's Register of Shipping." Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in "Lloyd's Register of Ships," the Port may obtain the length overall from the "Vessel's Register," or measure the vessel.

### 3. Dockage Period

The Dockage period is calculated by the period of time upon which dockage will be assessed and shall commence when the first line is made fast to a wharf, pier, seawall, slip, or other mooring facility 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 (last line 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. Dockage periods are calculated in 24-hour periods beginning with the first line. Idle time from different dockage periods may not be accumulated to constitute a lay period. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth. When lay status is involved, the calculation of total dockage charges will be first based on the number

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of working periods and then lay periods, if any. For vessels charged dockage, the data necessary to charge dockage (data sheet, statement of facts, or other) must be sent to the Port no later than 3 days after departure of the vessel. If this data is not received within the 3 days, a billing/rebilling fee will be assessed.

#### 4. Charge on Vessel Shifting

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

#### 5. Ocean-Going Barges

Ocean-going barges are considered within the definition of vessels.

#### 6. Dockage Charge — Vessel on Lay Status

To qualify for 50% of the regular dockage rate, the vessel must be idle at its working berth waiting to discharge and/or load cargo. For vessels at a working berth which have operations interrupted for 1 or more consecutive 24-hour periods due to lack of cargo or labor availability, lay status may also be granted. The vessel must have attempted to and been willing to work these hours. Lay status requests at working berths should be received by the Port prior to vessel departure. A vessel may be permitted to moor at an idle port marine terminal berths when such berth is available. Lay status MAY be granted when berths are available and at the discretion of the Port's Operations Manager or designee. Upon vessel's departure from berth, agent will submit Vessel Activity Report, Supercargo Report, Statement of Facts, or other official documentation describing activity of loading/discharge pertinent to vessel stay, to the Port's Billing Department to aid in application of lay status. Such vessels and unmanned barges shall be charged 50% of the applicable dockage charge. For vessels on lay status for 10 consecutive days and longer or vessels performing ship maintenance work upon written permission from the Port's Operations

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Manager or designee, prior to the idle period, a special lay status may be granted when berths are available.

7. Dockage Charge — Tug Boats on Lay Status

Lay status, which is defined as waiting for a berth to discharge and/or load cargo, take on provisions, or make repairs, may be permitted to allow tug boats to moor at idle Port marine terminal berths when such berths are available. Lay status may be granted with a written request to the Port and written permission from the Port prior to the idle period. Lay status MAY be granted when berths are available and at the discretion of the Operations Manager. Tug boats which are granted lay status will be charged per 24-hour period or fraction thereof. The first 12-hour period will be free, then lay status charges will begin.

8. 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.

9. Vessels Required to Obtain Berth Assignments

No vessel will be permitted to berth at a wharf or marine terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth 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.

10. 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 a berth when:

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- A. Not actually engaged in loading or discharging cargo.
- B. When occupying a berth beyond the time limitation named in the assignment.
- C. When a vessel holding an agreement granting the preferential use at that berth at that time presents itself at the berth.

Any vessel refusing or failing to shift, change berth, or vacate berth at request of the Port 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.

## 11. Rafts, Barges, Scows, or River Craft

Rafts, barges, scows, or river craft may not be moored to wharves or piers or tied up to any vessel berthed without the express permission of the Port.

## 12. Ship Maintenance Work

Limited ship maintenance work may be allowed at any marine terminal facility upon written permission from the Port. No spray painting or sandblasting of vessels will be permitted. Dockage rates for ship maintenance will be subject to negotiation. A completed Berth Application Form, Proof of Insurance, and Work Plan must be submitted to the Port Operations Manager for consideration of the request, prior to granting of written permission. Any ship undergoing maintenance must possess a valid Certificate of Financial Responsibility and it must be on file with USCG. Any entity performing ship maintenance work must provide the Port with proof of insurance prior to the commencement of work.

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## 13. Dockage Charges

Dockage charges will be assessed against vessels, barges, their owners, operators and/or agents in accordance with the following schedule:

| <u>LENGTH OVER-ALL</u><br><u>IN METERS</u> | <u>FEET</u>     | <u>RATE PER DAY</u> |
|--|-----------------|---------------------|
| 0 - 107                                    | 0.00 - 351.05   | \$1,627             |
| 107 - 114                                  | 351.05 - 371.02 | \$1,792             |
| 114 - 122                                  | 371.02 - 400.26 | \$1,981             |
| 122 - 130                                  | 400.26 - 426.51 | \$2,203             |
| 130 - 137                                  | 426.51 - 449.48 | \$2,373             |
| 137 - 145                                  | 449.48 - 475.72 | \$2,607             |
| 145 - 152                                  | 475.72 - 498.69 | \$2,960             |
| 152 - 160                                  | 498.69 - 524.93 | \$3,527             |
| 160 - 168                                  | 524.93 - 551.18 | \$3,639             |
| 168 - 175                                  | 551.18 - 574.15 | \$3,822             |
| 175 - 183                                  | 574.15 - 600.39 | \$4,373             |
| 183 - 191                                  | 600.39 - 626.64 | \$5,092             |
| 191 - 198                                  | 626.64 - 649.61 | \$5,787             |

## 14. Exceptions to Regular Dockage Rates

Vessels meeting all the following requirements:

Not over 200 feet in length

Not loading or unloading cargo for transshipment

Not loading or unloading passengers

And granted permission by the Port of Newport to berth at the Terminal will be charged a dockage rate of \$0.80 per foot per day.

Vessels of the U.S. Government and the State of Oregon may, at the discretion of the Port of Newport, be berthed at the Terminal without charges.

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## SECTION III - BREAKBULK RULES

### 1. Service and Facilities – Definition

Service and Facility charges are assessed against vessels, barges, their owners, operators or agents, which load and/or discharge cargo at the Terminal, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or checking, care, custody and control of cargo required in the transfer from:

- A. vessels to consignee, their agents or connecting carriers,
- B. shippers, their agents or connecting carriers to vessels.

Service and Facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks which by custom of the Port are normally employed by the vessel, its owner, operator or agent.

### 2. Service and Facilities Charge – Charges

Service and Facility Charges will be assessed in accordance with the following schedule based on the 1000 kilos or 1000 board feet, unless otherwise specified under individual items:

|  |        |
|--|--------|
| LOGS - (Per 1000 Boardfeet - Scribner)                         | \$7.75 |
| CANTS - (Packaged per 1000 Boardfeet)                          | \$6.00 |
| LUMBER - (Packaged per 1000 Boardfeet surfaced)                | \$4.63 |
| LUMBER - (Packaged per 1000 Boardfeet rough)                   | \$5.22 |
| PLYWOOD, VENEER, CORESTOCK, HARDBOARD, ETC. - (Per 1000 Kilos) | \$5.87 |
| UNITIZED CARGO - PULP ETC. (Units of minimum 2000 Kilos)       | \$3.49 |
| OTHER COMMODITIES - NOS  |        |
| Per Metric Ton or 1000 Bdft                                    | \$6.83 |
| Per Cubic Meter  | \$5.69 |

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## 3. Direct Transfer Rates

Direct transfer rates apply against cargo loaded or discharged by vessels directly to or from self-propelled vehicles.

## 4. Oversight Operation

Oversight rates apply against cargo that is loaded or discharged by vessels direct to or from water or barge.

## 5. Wharfage – Definition

Wharfage is a charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge, or lighter) when berthed at wharf or when moored in a slip adjacent to a wharf. Wharfage is the charge for use of a wharf and does not include charges for any other service. The tariff rate charged will be that rate in effect on the date the vessel arrives for cargo operations.

## 6. Wharfage Assessment

Wharfage will be assessed subject to the following provisions:

- (1) **Basis for Assessing Wharfage:** Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per K/T unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either C/Ms or K/Ts, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.



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- (2) Wharfage Assessed Against Direct Transfer Services- Trucks: All cargo moved directly from trucks to vessels, or vice versa, is subject to full wharfage assessment. See specific item categories for rates.
- (3) Wharfage Assessed Against Overside Vessel Operations: Cargo discharged or loaded overside a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed wharfage at one-half the normal wharfage rates. This rule will not apply in cases when any other specific "overside" tariff rate is applicable.
- (4) Exceptions: Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.
- (5) Dunnage, Lining Lumber, and Fuel: Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to wharfage and other appropriate charges.
- (6) Minimum charge: The minimum wharfage charge for any single B/L is \$10.00.

## 7. Wharfage Charges

Wharfage will be assessed in accordance with the following schedule based on 1000 board feet or 1000 kilos unless otherwise specified under individual items:

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|   |        |
|---|--------|
| LOGS - (1000 board feet Scribner scale) ex dock | \$9.50 |
| CANTS - (Per 1000 board feet)                   | \$6.00 |
| LUMBER - Packaged (Per 1000 Boardfeet Rough)    | \$4.55 |
| LUMBER - Packaged (Per 1000 Boardfeet Surfaced) | \$4.03 |
| PLYWOOD, VENEER, CORESTOCK AND HARDBOARD        | \$3.96 |
| PULP, LINERBOARD - (Bales or Rolls)             | \$2.72 |
| OTHER COMMODITIES NOS - (Per 1000 kilos)        | \$5.57 |
| (Per Cubic Meter)                               | \$4.57 |

**8. Services Conditional**

The Port reserves the right to refuse to perform services in connection with processing of cargo owned by, consigned to, or received from, persons, firms, or corporations who are involved in strikes or labor disputes. Refusal by the Port to complete such services does not entitle owners, shippers, consignees, or carriers of such cargo to waiver of any charges or costs incurred. Also, the Port is not liable for any claim(s) for damages arising out of its refusal. Should these services be performed by the Port, its employees, or agents, and completion of the service is delayed or hindered by picketing, by a labor "slowdown", or by similar circumstances, all charges and costs associated with the service will be nonetheless assessed according to the rates, regulations, and rules of this tariff.

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9. Truck Loading and Unloading

A. Definition and Conditions

Truck loading and unloading refers to the service of loading or unloading unitized cargo into highway trucks or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

10. Labor and Equipment

When rates for labor and equipment are not otherwise specified in this tariff, labor rates and equipment rates will apply.

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## SECTION IV – CARGO STAGING AREA

### 1. Cargo Staging Area

The Port owns approximately 3.3 acres immediately adjacent to the International Terminal berth that is available for rent on a short-term basis to accommodate cargo staging, vessel loading and vessel off-loading needs of Port customers

### 2. Base Rent

The rental charge for the Cargo Staging Area is \$2,000 per week for each period of seven days and \$300 per day for periods of less than seven days. The Cargo Staging Area will be available on a reservation basis and will be documented in a rental agreement. Upon signing of the rental agreement, the user shall tender 1.5 times the base rent. The Port will refund any amount in excess of the actual rental charges for the Cargo Staging Area within 10 days following the expiration of the rental agreement.

### 3. Additional Payments

During the term of the Cargo Staging Area rental agreement, the user will also pay:

- A. All charges for heat, light, power, water, sewage and any other service or utility;
- B. Any assessment, levy, charge, penalty, lien or other amount asserted or imposed as a claim or charge as a result of the use of or activities of the Cargo Staging Area.

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## 4. Indemnification and Insurance

The user of the Cargo Staging Area is required to indemnify the Port and provide insurance consistent with the terms of Section I-17 of this Tariff.

## 5. Remedies on Default

In the event the Rental Agreement for use of the Cargo Staging Area terminates and the user does not immediately surrender possession of the Cargo Staging Area, the Port may lawfully and at its option immediately, or at any time, without demand or notice, enter onto the premises and repossess the same and expel user's effects at the expense of user, forcibly if necessary, and store the same, all without being deemed guilty of trespass or other wrongful act. In addition, if the Port retakes possession of the Cargo Staging Area following termination of Rental Agreement for breach, user will pay the Port all the reasonable costs of reentry, including but not limited to the cost of any clean-up, refurbishing, removal and storage of user's property and other expenses occasioned by user's failure to quit the Cargo Staging Area as required and to leave it in the required condition.

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## SECTION V - LABOR RULES

### 1. General Labor Rules Statements

#### A. Specific Labor and Equipment Rates

When services are performed by the Port or its agent for which no specific tariff rates are applicable, the labor charges for such services shall be billed on an hourly basis using the labor rates in this section. Equipment rates will be billed.

#### B. Dead Time

Billable dead time occurs when the Port is required to furnish labor for a specific service and such service is completed before the expiration of the required paid time under labor's working agreements. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

#### C. Standby Time

Billable standby time occurs when the Port is required to order labor for a specific service at a stated time and, through no fault of the Port, the service cannot begin or the service in progress is delayed. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

#### D. Commodity Penalty Rates

Commodity penalty rates are those rates established by prevailing labor agreements for the handling of certain types of commodities. These rates are in addition to the published labor rates.

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## 2. Labor Rates

### Labor Rates Per Hour

| Labor Classification | 1st Shift Straight Time | 2nd Shift Straight Time | 1st & 2nd shift Overtime | 3rd Shift Straight Time | 3rd Shift Overtime |
|----------------------|-------------------------|-------------------------|--------------------------|-------------------------|--------------------|
| Longshoreman (6)     | \$102.31                | \$124.52                | \$135.96                 | \$142.70                | \$156.16           |
| Light Forklift (7)   | \$104.94                | \$128.02                | \$139.91                 | \$146.90                | \$160.89           |
| Winch Driver         | \$104.94                | \$128.02                | \$139.91                 | \$146.90                | \$160.89           |
| Heavy Forlift        | \$107.42                | \$131.32                | \$143.63                 | \$150.88                | \$165.36           |
| Dozer Operator       | \$104.94                | \$128.02                | \$139.91                 | \$146.90                | \$160.89           |
| Forman               | \$117.77                | \$145.09                | \$159.16                 | \$167.43                | \$183.99           |
| Checker              | \$102.31                | \$124.52                | \$135.96                 | \$142.70                | \$156.16           |
| Supervisor           | \$104.94                | \$128.02                | \$139.91                 | \$146.90                | \$160.89           |
| Supercargo           | \$108.66                | \$132.97                | \$145.49                 | \$152.86                | \$167.59           |
| Gearlockerman        | \$107.28                | \$131.13                | \$143.42                 | \$150.65                | \$165.11           |
| Barge Forklift       | \$104.94                | \$128.02                | \$139.91                 | \$146.90                | \$160.89           |

- (1) First Shift Straight Time - covers work performed during Eight-hour shift between 7 a.m. and 6 p.m. Monday through Friday, excluding Saturdays, Sundays & holidays.
- (2) Second Shift Straight Time - covers work performed during an Eight-hour shift between 5 p.m. and 4 a.m., Monday through 4 a.m. Saturday, excluding holidays.
- (3) First & Second Shift Overtime - covers work performed on shifts between 7 a.m. and 4 a.m. on Saturday, Sunday, or holidays. It also covers work performed beyond the Eight hours of 1st and 2nd Shifts, Monday through Friday, excluding holidays.
- (4) Third Shift Straight Time - covers work performed during a Five-hour shift between 3 a.m. - 8 a.m.
- (5) Third Shift Overtime covers work performed by Third Shift other than between 3 a.m. and 8 a.m.
- (6) Includes Extra Man, Sling Man, Holdman, Lasher, Sweeper, Pitman, and Spoutman.
- (7) 10 tons or less

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### 3. Lines Service

The manning and charges derived thereof shall be determined by the Port of Newport and the I.L.W.U. Local #53.

#### Rate Schedule Lines Service

S/T – O/T

|                         |       |                 |
|-------------------------|-------|-----------------|
| Handling Lines. . . . . | 2 men | 520.00-656.00   |
| Handling Lines. . . . . | 4 men | 1061.00-1317.00 |
| Handling Lines. . . . . | 6 men | 1575.00-1973.00 |
| Handling Lines. . . . . | 8 men | 2153.00-2631.00 |



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## SECTION VI - EQUIPMENT RULES

### 1. Equipment Rules

- A. 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 on Port marine terminal facilities.
- B. Rates named do not include operator or operational labor of any kind.
- C. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release. Crane standby time will be billed. The equipment will be billed at a minimum of 1 hour, and in 5-minute increments after the first hour. The period of time during an equipment failure, other than operator caused, shall not be assessed. The Port is not responsible for labor standby or dead time costs during downtime caused by equipment failure.
- D. The Port cranes are rigged for the purpose for which they are normally used. If the renter requests a change in the rigging, the full cost of that change and changing back to the original rigging will be borne by the renter. When rigging services are provided during weekend shifts, additional charges will be made for appropriate Longshore shift differential costs.
- E. Mechanical equipment cannot be brought into the Port's marine terminal facilities for use on the Port's terminals 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.
- F. Rates for equipment rented for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment will

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be furnished by the Port upon request.

**G. Crane Requests and Cancellations**

- (1) Requests for cranes must be made in writing in advance. Also, crane renters must provide legible vessel daily log when work is completed.
- (2) Requests for cranes for weekday work must be received by 3 p.m. the day prior to when the crane is needed. Requests for cranes for weekend and holiday must be received by Friday at 3 p.m.
- (3) Crane cancellations must be received by 3 p.m. the day prior regardless of weekend or weekday work.
- (4) Crane renters will be billed for any labor costs incurred by the Port resulting from failure to cancel equipment orders by the specified time.
- (5) Moving/respotting of cranes and other services will be billed according to the prevailing labor rates when travel is required to perform these services. During weekends and holidays, all labor hours for this service will be billed at the mechanic's and electrician's OT rate. In addition, all call-out requests will be billed for a minimum of 4 hours based upon the prevailing labor rates.

**H. Wharfage and other tariff rates and charges will be assessed as appropriate in addition to all equipment rental rates.**

**I. Any applicable sales tax arising as the result of the rental of equipment will be assessed in addition to all equipment rental rates.**

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## SECTION VII - STORAGE RULES

### 1. Terminal Storage

#### A. Definition

Terminal storage is the service of providing warehouse or other marine terminal facilities for the storing of in-transit cargo interchanged with or between water carriers at the Port when arrangements are entered into prior to the arrival of the cargo at the Port.

#### B. Conditions Governing Acceptance of Cargo for Storage

Storage of cargo interchanged with or between water carriers at the Port's marine terminal facilities at Newport, Oregon, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required (covered, open, bonded), 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 cargo's arrival.

If rehandling, repiling, shifting, or yarding of cargo is required for storage, it will be billed at the tariff labor rates and equipment rates. Invoices will be issued against the owner of the cargo at the time of move.

If drayage is required to make the cargo available for storage, the drayage expense will be in addition to any storage charges and will be invoiced to the owner of the cargo.

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C. Responsibility for Storage Charges

Storage charges shall be assessed against the owner of record for cargo in storage on the first day of the month for which the storage charges accrue. It shall be the responsibility of the cargo owner to notify the Port in writing whenever a change of title takes place giving the complete name and address of the new owner and the date title change takes place.

D. Computing Monthly Storage Charges and Bonded Storage

Storage charges are payable in advance and will be computed on the following basis after the expiration of free time:

- (1) Cargo that becomes subject to storage charges during the first 15 days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the 16th day of a month shall, for the balance of the month, be assessed a half month's storage. Thereafter, cargo remaining in storage on the first day of each succeeding calendar month shall be assessed the applicable monthly storage rate.

E. Cargo Removal

The Port reserves the right to have any cargo stored on its premises for a period of four (4) months or longer removed from its premises. If the owner of record fails to remove his cargo within 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.

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F. Small Lot Fee

A charge will be assessed against inbound wood products and iron or steel for B/Ls below 20 metric tons.



| Item No. |  | <u>Port of<br/>Port Angeles</u> | <u>Port of<br/>Tacoma</u> | <u>Port of<br/>Olympia</u> | <u>Port of<br/>Grays Harbor</u> | <u>Port of<br/>Astoria</u> | <u>Port of<br/>Newport</u> | <u>Port of<br/>Coos Bay</u> |
|----------|--|---------------------------------|---------------------------|----------------------------|---------------------------------|----------------------------|----------------------------|-----------------------------|
| 1        | Dockage (600' LOA)   | \$5,102.00                      | \$3,898.00                | \$3,630.00                 | \$3,234.00                      | \$3,368.00                 | \$3,822.00                 | \$3,612.00                  |
|          | Subtotal (5-day cost)  | \$25,510.00                     | \$19,490.00               | \$18,150.00                | \$16,170.00                     | \$16,840.00                | \$19,110.00                | \$18,060.00                 |
| 2        | Wharfage (per MBF)   | \$10.22                         | \$10.78                   | \$9.93                     | \$9.70                          | \$7.75                     | \$9.50                     | \$12.50                     |
| 3        | Service & Facilities (per MBF)   | \$9.24                          | \$8.76                    | \$7.43                     | \$7.46                          | \$4.23                     | \$7.75                     | \$7.50                      |
| 4        | Cleanup (per MBF)  | <u>\$0.40</u>                   | <u>\$0.00</u>             | <u>\$0.00</u>              | <u>\$3.50</u>                   | <u>\$0.00</u>              | <u>\$0.00</u>              | <u>\$0.00</u>               |
|          | Subtotal (Items 2-4) (per MBF)   | \$19.86                         | \$19.54                   | \$17.36                    | \$20.66                         | \$11.98                    | \$17.25                    | \$20.00                     |
| 5        | Security Fee (per day)   | \$715.50                        | \$1,246.00                | \$575.00                   | \$235.00                        | \$540.00                   | PENDING                    | AT COST                     |
|          | TOTAL (5,000 MMBF Cargo)   | \$128,387.50                    | \$123,420.00              | \$107,825.00               | \$120,645.00                    | \$79,440.00                | \$105,360.00               | \$118,060.00                |
| NOTES:   |  |                                 |                           |                            |                                 |                            |                            |                             |
|          | 1. Dockage is charged per meter or foot on a length overall (LOA) basis. The above matrix assumes a typical 600-foot log ship loaded over five days. |                                 |                           |                            |                                 |                            |                            |                             |
|          | 2. MBF is thousand board feet.   |                                 |                           |                            |                                 |                            |                            |                             |
|          | 3. Totals are based on the average five million board cargo (5,000 MBF) of the typical log carrier.  |                                 |                           |                            |                                 |                            |                            |                             |