MARINE TERMINAL TARIFF NO. 18

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

Naming: **Rates, Charges, Rules and Regulations for Services Performed by and/or Furnished by and at the Port of Anacortes Marine Terminal Facilities**

NOTE: This document is available on our web site at www.portofanacortes.com.

ISSUED BY:
Port of Anacortes
100 Commercial Ave
Anacortes, Washington 98221
FMC Org. No.: 001866

Effective July 01, 2020

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

(Alphabetical by Definition)

ABBR.	Definition
MBM	1000 Ft Bd Measure
*	Change
#	Change, neither increase nor decrease
Cu. Ft.	Cubic Foot
Cu. T.	Cubic Ton
$	Dollars
FBM	Foot Board Measure
H/Hdlg.	Handling
A	Increase
KD	Knock Down
Ldg.	Loading
L/U	Loading/Unloading
M/HR	Man-Hour
Meas.	Measurement
M/T	Metric Ton
Misc.	Miscellaneous

ABBR.	Definition
N.O.S.	Not otherwise specified
O/T	Over Time
%	Per Centum
Lbs.	Pounds
D	Reduction
Sec.	Section
SU	Set Up
SRA	Space Rental Agreement
Sq. Ft.	Square Foot
Stor.	Storage
S/T	Straight Time
M	Thousand
Unl.	Unloading
Wt.	Weight
W/Wfg.	Wharfage

Tariff Revisions

Schedule of Man Hour Rates: Rates will increase due to Pacific Maritime Association's assessment and wage increases due to ILWU Pacific Coast Contract. These will be updated when they are known.

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S E C T I O N 1
GENERAL RULES AND REGULATIONS Item

APPLICATION OF TARIFF Item # 1

(a) **Notice to Public**

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

(b) **Use of Facilities Deemed Acceptance of Tariff**

Use of wharfs, or facilities, shall be deemed an acceptance of this tariff, and the terms and conditions, named herein. It is the responsibility of the user to be aware of the physical characteristics of the facilities.

(c) **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.

(d) **Shipper's Requests and Complaints**

Any part 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 Executive Officer, Northwest Marine Terminal Association Inc., P O Box 7127, Tacoma, Washington 98407.

(e) **Rates Subject to Change**

The rates named in this tariff are based upon ordinary traffic and labor conditions. If, and when, these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes, not reasonably within the control of the Port of Anacortes, resulting in an increased cost of service, the rates are subject to change without notice or the charge for service may be assessed on the Man-Hour basis as provided for in Section 4.

(f) **General Application of Rates**

Unless specifically provided for otherwise, rates named in this tariff are in dollars per metric ton, per cubic meter, or 1000 Board Foot measure (Scribner), according to vessels manifest, or, lading covering shipment when not in connection with vessel.

(g) **Specific Commodity Rates Prevail**

Unless otherwise excepted, rates provided for specific commodities will prevail over N.O.S. rates or general commodity rates.

SECTION 1
GENERAL RULES AND REGULATIONS

Item #

RIGHTS OF OPERATION AND AGREEMENT RESERVED **Item #** 2

(a) **Right of Operation Reserved**

The Port of Anacortes reserves the right to furnish all equipment, supplies, materials, and to perform all services in connection with the operation of the Port of Anacortes' facilities under the rates and conditions named herein.

(b) **Right of Agreement Reserved**

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

WORKING SUNDAYS, HOLIDAYS, 2ND, AND 3RD SHIFTS **Item #** 3

When operational circumstances make it necessary for a vessel to finish and clear its berth in the shortest time possible, the vessel will be required to work on Sundays, and holidays, including 2nd and 3rd shifts and/or extended shifts as directed by the Port of Anacortes.

DESIGNATION OR APPROVAL OF STEVEDORING COMPANIES **Item #** 4

The Port of Anacortes reserves the right to designate or approve any, and all, stevedore companies prior to performing work at any Port of Anacortes facility.

PREFERENTIAL USE AGREEMENTS **Item #** 5

The Port of Anacortes reserves the right to enter into preferential use agreements subject to Port Commission approval.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

ACCEPTANCE, RETENTION, AND DELIVERY OF FREIGHT **Item #** 6

(a) **Right to Refuse Freight**

The Port of Anacortes reserves the right as the facility operator and without responsibility for demurrage, loss, or damage to refuse or accept, to receive or unload, or to permit vessels to discharge freight for which previous arrangements for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier. Freight deemed offensive, perishable, or hazardous, or freight not packed in containers suitable to standing ordinary handling incident to its transportation can also be refused under these provisions.

(b) **Right to Remove, Re-pile, Transfer, or Warehouse Freight**

Hazardous, perishable, or offensive freight remaining on the marine terminal facilities after expiration of Free Time allowed, or freight shut out at clearance of vessel, or other conveyance may be piled, or re-piled, transferred within premises, or moved to public, or private warehouses, with all expenses, risk of loss, and damage, the sole responsibility of the owners of record, shipper, consignee, or carrier.

(c) **Right to Withhold Delivery of Freight**

The Port of Anacortes reserves the right to withhold delivery of freight until all accrued charges and advances against said freight has been paid in full.

(d) **Right to Sell Freight**

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

(e) **Explosives and Flammable Materials**

Explosives, and other hazardous, or highly flammable commodities, or materials, may only be handled over, or received on, the facilities of the Port of Anacortes by special arrangement with, and at the option of, the Port of Anacortes; and are subject to federal, state, and city rules and regulations.

(f) **Freight at Owner's Risk**

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing. Freight on open ground or open wharf is at owner's risk. Timber, log or lumber rafts, and all watercraft, if, and when, permitted by the Operations Director to be moored in slips, at moorage dolphins, at wharfs, or alongside vessels, are at owner's risk for loss, or damage.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

LIABILITY FOR DAMAGES AND/OR INJURY – HOLD HARMLESS **Item #** 7

If, and when, parties other than the Port of Anacortes are permitted to perform services on Port of Anacortes property, said parties will be held responsible for loss, damage, or theft by any person or persons, firm or corporation, agents, guests, employees, and will be liable for the injury of persons in their employ.

In the event of injury or damage to equipment or persons, the user, renter, or operator agrees to present to the Port of Anacortes for inspection, and examination, the damaged equipment; all those persons employed by the user, renter, or operator with knowledge of the injury or damage; and all reports made by, or on behalf of, or in the possession of the user, renter, or operator respecting the injury or damage.

No provisions contained in this tariff shall limit, or relieve the Port of Anacortes, from liability for its own negligence nor require the user, or lessee to indemnify or hold harmless the Port of Anacortes from liability from its own negligence.

INSURANCE **Item #** 8

Rates named in this tariff do not include insurance of any kind. Every facility user or any other party using Port terminal facilities shall obtain and maintain the following insurance coverage:

Workers Compensation Insurance (including Longshoremen and Harbor Workers Act and/or Jones Act coverage, if applicable). This coverage is required under federal and state statues for all the party's employees performing its work.

Commercial General Liability Insurance must be secured, with coverage of at least $5,000,000 for each occurrence. This coverage includes automobile liability, broad form contractual liability and broad form property damage covering property in the insured's care, custody and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessels being loaded by a party on Port premises and adjoining areas. Every party shall submit to the terminal certificate(s) of insurance as evidence of the required coverage upon request. Such insurance shall name the Port as an additional insured as respects use of facilities and shall provide that the terminal is to be given 30 days prior written notice of cancellation.

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

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS

Item # 9

(a) Unless otherwise excepted, prior arrangements must be made with the Port of Anacortes when freight is to be received from, or delivered to trucks, drays, or inland water carriers on Saturdays, Sundays, holidays, or during hours when, under the working rules governing labor, the payment of overtime to checkers is necessitated.

(b) When such services are required there will be assessed, in addition to specific rates otherwise provided for according to the respective traffic or commodity classification of the freight, a charge for the difference between straight time and overtime wages paid labor required to perform such checking service. This overtime differential rate will be charged in accordance with rates provided for under the Man-Hour Schedule in Section 4.

CHECKING OF FREIGHT

Item # 10

The service of counting and checking cargo against appropriate documents as requested for the account of the cargo or vessel, or whoever requested it. Checking will not include grading, sealing, surveying, weighing, marking, segregating, sampling, or supplying any information that cannot be obtained by visual inspection of the package, case, or other shipping container.

S E C T I O N 1
GENERAL RULES AND CHARGES **Item #**

DEMURRAGE, DELAYS, AND WAIVER OF CHARGES **Item #** 11

(a) **Demurrage – Vessels**

In furnishing the service of ordering, billing out, loading or unloading, or handling, to/from vessels, no responsibility for any demurrage on vessels will be assumed by the Port of Anacortes.

The indemnification, hold harmless, and no liability provisions do not apply when such damage, or injury, is caused by the negligent or intentional acts of the Port of Anacortes, its elected officials, agents, and/or employees. (FMC Docket No. 86-15)

(b) **Delays – Waiver of Charges**

Delays in loading, unloading, receiving, delivering, or handling freight arising from commotions, riots, or strikes of any persons in the employ of the Port of Anacortes, in the service of others, or arising from any other cause not reasonably within the control of the Port of Anacortes will not entitle the owners, shippers, consignees, or carriers of the freight to a waiver wharf of demurrage, any other terminal charges, or expenses that may be incurred.

The indemnification, hold harmless, and no liability provisions do not apply when such damage, or injury, is caused by the negligent, or intentional acts of the Port of Anacortes, its elected officials, agents, and/or employees. (FMC Docket No. 86-15)

RESPONSIBILITY FOR LOSS, DAMAGE, OR DELAYS **Item #** 12

(a) **Responsibility Limited**

Tariff participants and the Port of Anacortes will not be responsible for any loss, damage, or delay of merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence. Further, the tariff participants, and the Port of Anacortes shall not 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 defect of product; nor from fire, frost, leakage, or discharge from fire protective sprinklers, oxidation, or rusting; nor from civil disorder, insurrection, riot, strike, or labor stoppage, whether or not the agents or the employees of the Port of Anacortes be involved; nor for delay caused by shortage of qualified labor, except to the extent that any of the aforesaid injury results from the negligence of the Port of Anacortes, tariff participants, their employees, or agents.

In performing the services of receiving and delivery, the Port of Anacortes will accept no responsibility for concealed damage nor for the condition of contents of containers, whether or not receipts issued so state.

The user, renter, or operator of any Port of Anacortes facilities, including and not limited to equipment, shall indemnify and hold harmless the Port of Anacortes from and against all liability, losses, claims, demands, and suits for damages, including death and personal injury, and including costs of suit and attorneys' fees, incident to or resulting from its operations at the Port of Anacortes, except that which results from the negligence of the Port of Anacortes.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

RESPONSIBILITY FOR LOSS, DAMAGE, OR DELAYS – continued
Item # 12 – continued

(b) **Himalaya Clause**

It is hereby expressly agreed between the Port of Anacortes and each carrier using the Port of Anacortes facilities as a condition, and in consideration of using those facilities, the Port of Anacortes, as well as any of its employees, servants, agents, and/or independent contractors (hereafter 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 shall be treated as and shall be the expressed beneficiaries of those Bills of Lading. As such, the Port of Anacortes, and any 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 Bill of Lading, or by law, so that the Port of Anacortes, and any 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 of Anacortes, and any Port Parties, from and against, and reimburse the Port of Anacortes, or any Port Parties, for any liability, damage, and claim (and for all expenses connected therewith, including reasonable attorneys' fees and costs) arising out of loss, or damage, of cargo if such carrier fails to incorporate in its Bill of Lading, or through contract, or otherwise fails to apply to the cargo, such rights, defenses, exemption, 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 of Anacortes, or any Port Parties.

(c) **Excess Cargo Value**

The carrier will indemnify the Port of Anacortes from, against, and reimburse the Port of Anacortes for any liability, damage, and claim (and all expenses connected therewith, including attorneys' fees and costs) arising out of cargo loss or damage occurring at the Port of Anacortes marine terminal in excess of $500 per package, or in the 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 the carrier a higher freight rate by reason of such excess value declaration.

S E C T I O N 1
GENERAL RULES AND REGULATIONS Item

TERMS AND CONDITIONS OF PAYMENT Item # 13

The use of Port of Anacortes facilities, or services, is conditioned upon satisfactory assurance of the Port of Anacortes that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

The Port may require payment of charges in advance, as follows:

(1) By the vessel, its owners, or agents before vessel is assigned a berth and commences its loading, or unloading operations, or before vessel departs berth.
(2) By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the marine terminal for inbound shipments, and before outbound cargo is released from the custody and control of the terminal, or before vessel departs berth.
(3) For all charges on perishable cargo or cargo of doubtful value and household goods.

The wharfage, loading and unloading, handling, and miscellaneous charges shall be assessed to the owner of the cargo when not absorbed by the ocean or inland carriers.

The dockage, service and facilities, and overtime differential charges shall be billed to and paid by the vessel, its owners or operators.

Payment terms are cash unless the Port of Anacortes customer, prior to the use of Port of Anacortes facilities, or services, has established credit worthiness or has posted adequate security acceptable to the Port of Anacortes and has thereby been relieved of cash payment requirements by the Port of Anacortes, as set forth in the Conditions of Berth Reservation (Item # 16) as issued with the Application for Vessel Berth Reservation (Item # 15) as published by the Port of Anacortes.

Minimum Charge: Unless otherwise stated in this tariff, a minimum charge of $35.00 per invoice will be assessed for any, and all, goods and services through the marine terminal, except for delinquent invoices.

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 non-compliance with this tariff.

DELINQUENT INVOICES Item # 14

(1) Invoices covering charges in this tariff as issued by the Port of Anacortes are due and payable upon presentation.
(2) Any invoice issued for any charges prescribed by this tariff and remaining unpaid for a period of thirty (30) calendar days after presentation is delinquent and shall be placed on the delinquent list.
(3) A delinquent invoice is subject to an interest charge of eighteen percent (18.0%) per month beginning on the first day the invoice is delinquent and continuing monthly thereafter so long as such invoice remains unpaid.

Any and all collection expenses including attorney fees and costs may also be assessed.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

APPLICATION FOR VESSEL BERTH RESERVATION **Item #** 15

VESSEL: LOA: ETA: ETD:

VESSEL OWNER/LINE: BERTH DESIRED:

VESSEL CHARTERER:

TO LOAD: TO DISCHARGE:

(COMMODITY TYPE & AMOUNT/NO. OF CONTAINERS)

TERMS OF AFFREIGHTMENT: TERMS OF AFFREIGHTMENT:

NOTE: **SEPERATE SUBMISSIONS OF THIS DOCUMENT ARE REQUIRED** WHEN THE VESSEL AFFREIGHTMENT FOR PART OF THE CARGO DIFFERS FROM THE TERMS OF AFFREIGHTMENT FOR ANY OTHER PART OF THE CARGO.

CATEGORY OF PORT CHARGES	PARTY RESPONSIBLE FOR PAYMENT ADDRESS, CITY, STATE, ZIP, PHONE, EMAIL	ESTIMATED DOLLAR AMOUNT	FOR PORT USE ONLY
1. Dockage			
2. Line Handlers			
3. Fresh Water			
4. Security			

TOTAL ESTIMATED CHARGES: _____

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

DATE: _____ _____
(BERTHING AGENT)

BY: _____
(AS AGENT ONLY)

ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with the APPLICATION FOR VESSEL BERTH RESERVATION dated _____, 20_____, the undersigned hereby accepts responsibility, on its own behalf, for payment of the Port charges listed under the line items as designated below which correspond with those designated in the above APPLICATION FOR VESSEL BERTH RESERVATION, in a maximum amount not to exceed 125% of the aggregate estimated dollar amount shown above for the relevant line items or 125% of such other sum as the Port of Anacortes after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. Port Use

_____ BY: _____ _____
(Name of Company) (Authorized Signature)

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. Port Use

_____ BY: _____ _____
(Name of Company) (Authorized Signature)

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. Port Use

_____ BY: _____ _____
(Name of Company) (Authorized Signature)

CATEGORY OF PORT CHARGES LINE ITEM(S) NO. Port Use

_____ BY: _____ _____
(Name of Company) (Authorized Signature)

Note: Pursuant to Port of Anacortes Tariff Rule No. 12, in all instances, where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port of Anacortes and where responsibility for Port of Anacortes charges has not been accepted by another credit worthy entity, the Port of Anacortes shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

Item # 16

CONDITIONS OF BERTH RESERVATION

In accordance with Federal Maritime Commission Docket 83-48, (Alaska Maritime Agencies, Inc., v. Port of Anacortes et al., and Tariff Item # 13, Port of Anacortes Marine Terminal Tariff No. 13) all applications for vessel berth reservation shall be made in the form specified by the Port of Anacortes, and will require the timely filing of the financial responsibility information shown on the reverse, completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all applicable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port of Anacortes, six days prior to the vessels scheduled arrival, or at such other time as may be authorized or directed by the Port of Anacortes, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable Port of Anacortes charges, shall be promptly refunded by the Port of Anacortes to the party posting same.

B. The Port of Anacortes may waive the requirements of cash in advance as to all, or any category, or categories, of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port of Anacortes, and;

1. That party responsible has established credit worthiness acceptable to the Port of Anacortes; or
2. Adequate security, acceptable to the Port of Anacortes, in an amount equal to 125% of the applicable estimated Port of Anacortes charges, has been posted; or
3. The agent requesting the berth, or another entity, in each case acceptable to the Port of Anacortes as credit worthy, has personally accepted financial responsibility for the applicable charges.

C. The vessel agent or other person requesting reservation of a berth ("Berthing Agent") shall, as a part of the berth reservation process, provide to the extent of his knowledge all information called for on the reverse of this form respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, an estimate of amount of each category of Port charges, as enumerated, and party responsible therefore. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and for any financial loss suffered by the Port of Anacortes as a result of the agent’s failure to report accurately.

D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent believes is not equally known to the Port of Anacortes, it shall immediately notify the Port of Anacortes and, if requested by the Port of Anacortes, promptly file an amended Application for Vessel Berth Reservation with the Port of Anacortes.

E. All estimates of Port of Anacortes charges are subject to approval and/or adjustment by the Port of Anacortes.

F. The Port of Anacortes shall, promptly after receipt of the form, advise the berthing agent as to (1) its approval or adjusted estimate of Port of Anacortes charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and amount thereof.

G. In addition to the terms of the berth reservation and establishment of financial responsibility as set forth herein, requests for reservation and assignment of berths shall otherwise be in accordance with all local rules and regulations established by the Port of Anacortes.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

VESSELS REQUIRED TO VACATE BERTHS **Item #** 17

Regardless of berth assignments, or their classifications, the Port of Anacortes reserves the right to order a vessel to shift its position at the wharf, to change, or to vacate a berth when not actually engaged in loading/discharging cargo or when occupying a berth beyond the time limitation named in the assignment granted. Any vessel refusing/failing to shift, change berth, or vacate a berth may be shifted by the Port of Anacortes by means of a tug, or otherwise, with all expense incurred, and all risk of damage for the account of such vessel.

The indemnification, hold harmless, and no liability provisions do not apply when such damage or injury is caused by the negligent, or intentional acts of the Port of Anacortes, its elected officials, agents, and/or employees. (FMC Docket No. 86-15)

MANIFESTS REQUIRED OF VESSELS **Item #** 18

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

LINE SERVICE **Item #** 19

The Port of Anacortes reserves the sole right to furnish labor for, and supervise the services of taking and letting go barge, or ship's, lines for which the charge shall be based on Man-Hour labor rates contained in Item #51 and will be assessed against the vessel, or its owners.

NOTE: Linemen for ships will be six men for 4 hours each to tie-up and 4 men for 2 hours each to let go. Linemen for working barges will be four men for 4 hours each to tie-up and two men for 2 hours each to let go.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

CLASSIFICATION OF TRADE ROUTES AND CARGO DEFINED **Item #** 20

Classification of Trade Routes and Cargo Defined

The trade routes on which vessels operate, and the cargo, which they handle, are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transshipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classification whether, or not, such cargo is moving on through rates and/or through bills of lading:

(a) **Alaska Traffic**
All cargo between Washington ports and ports in Alaska, including Aleutian Islands, whether direct, or via, British Columbia ports.

(b) **Coastwise Traffic**
All cargo between points on the Pacific Coast between the United States borders with Mexico and Canada, including cargo via Canadian ports.

(c) **Foreign and Non-Contiguous Traffic**
All cargo shipped from, or destined to, any point not within the limits of the contiguous boundaries of the United States.

(d) **Inland Waterways Traffic**
All cargo, which originates on, and is destined to points on Puget Sound, and tributary waters, including traffic to/from British Columbia.

(e) **Intercoastal Traffic**
All cargo moving between the Pacific Coast and the Atlantic Coast, or Gulf Coast, of the United States.

(f) **Offshore Traffic**
All cargo not otherwise specifically defined herein.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

RATES: U.S. GOVERNMENT CARGOES **Item #** 21

U.S. Government or military cargoes will be subject to contract rates quoted by the Port of Anacortes and upon entering into such a contract, the applicable rates will be published and filed with the Federal Maritime Commission.

STEVEDORE ACCESS TO, AND OPERATION ON, PROPERTY AT THE PORT OF ANACORTES
Item # 22

(a) **Care In The Performance Of Operations**

The stevedore shall exercise care in the performance of its operations in order to prevent injury to, or death, of any person and damage to, destruction, or loss of property, whether of the Port of Anacortes, the stevedore, or the vessel being stevedored, or of any other party.

(b) **Compliance With Fire, Safety, and Hazardous Materials Precautions**

The stevedore shall take all necessary safety, hazardous materials, and fire prevention precautions, and comply with recognized commercial and marine safety practices, procedures, and regulations.

(c) **Stevedore And Port Independent Contractors**

In any service relationship the Port of Anacortes and the stevedore shall be that of independent contractors, each to the other, and shall not be agents, or employees, one for the other, for any purpose.

(d) **Stevedore Shall Insure Efficient And Expeditious Vessel Work**

In order to insure efficient, and expeditious, loading and discharge of vessels, and the maximum utilization of the full capacity of the Port of Anacortes, the stevedore shall:

(1) Make use of the appropriate facilities and equipment furnished by the Port of Anacortes.
(2) Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
(3) Have at least one responsible officer or representative, with full power to make all operation decisions concerning the stevedoring of vessels at the Port of Anacortes, available for contact by the Port of Anacortes at all times, and keep the Port of Anacortes informed at all times of how and where such officer, or representative, may be contacted by the Port of Anacortes.
(4) Cooperate fully with the Port of Anacortes in all respects by:
    (i) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded/discharged, estimated time to load/discharge, and any special problems that may exist or arise;
    (ii) determining the equipment needed for the operations; and
    (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port of Anacortes.
(5) Promptly restore terminal working areas to a clean, safe, and orderly condition on completion of stevedoring operations.

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

STEVEDORE ACCESS TO, AND OPERATIONS ON PROPERTY AT THE PORT OF ANACORTES
-continued-

Item # 22 – continued

(e) **Equipment, Facilities, And Service**

(1) The Port of Anacortes shall furnish, subject to conditions, and charges, stipulated elsewhere in this tariff, the following:
(i) Access, for stevedore employees, to Port of Anacortes property at places and in the manner as approved by the Port of Anacortes.
(ii) Emergency office and telephone usage.
(iii) Port of Anacortes equipment to the extent it is available, required, and dedicated to stevedore use.

(2) All Port of Anacortes equipment utilized by the stevedore in performing its work is expressly understood to be under the direction and control of the stevedore. The stevedore is responsible for the operation, thereof, and assumes all risk for injuries or damages which may arise out of the use or operation of such equipment. It is incumbent upon the stevedore to make thorough inspection and be satisfied with the physical condition and capacity of the equipment, as well as Item # 22 (b) the competency of the operator, there being no representation, or warranty, by the Port of Anacortes with respect to such matters.

(3) All such equipment will be properly used by the stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse, or more than normal wear and tear, the stevedore shall pay for the damage to such equipment.

(4) Upon termination of the period of use, all equipment shall be returned to the Port of Anacortes in the same condition as received, normal wear and tear excepted.

(5) It shall be incumbent on the stevedore to make a reasonable inspection of all accesses permitted to/from a work area, and the work areas themselves. The stevedore must be satisfied with the safety of the access and the work to be performed. There is no representation, or warranty, by the Port of Anacortes with respect to such matters.

(f) **Stevedore Warranty**

As a condition to the right to conduct business, or operate, on Port of Anacortes property the stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner. The conduct of such business, or operations, on Port of Anacortes property shall be deemed to be an offer of such warranty by the stevedore and its acceptance by the Port of Anacortes.

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

S E C T I O N 1
GENERAL RULES AND REGULATIONS **Item #**

STEVEDORE ACCESS TO, AND OPERATIONS ON PROPERTY AT THE PORT OF ANACORTES
-continued-

Item # 22 – continued

The indemnification, hold harmless, and no liability provisions do not apply when such damage, or injury, is caused by the negligent or intentional acts of the Port of Anacortes, its elected officials, agents, and/or employees. (FMC Docket No. 86-15)

(g) **Indemnity**

The stevedore shall indemnify and hold harmless the Port of Anacortes, its employees and agents from and against any claims, damages, losses, and expenses (including attorneys' fees) for injury to, or death, of any of the stevedore's employees, agents, or invitees, or for damage to or destruction of the stevedore's property. The stevedore shall also indemnify and hold harmless the Port of Anacortes, 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 of Anacortes), and for damage to, or destruction, of property (including property of the Port of Anacortes), which is caused in whole, or in part, by any negligent act, omission, or breach of these rules by the stevedore, the employees, agents, or anyone else for whose acts the stevedore is, or may be, liable.

The stevedore shall execute and deliver to the Port of Anacortes an indemnity agreement substantially in accord with the terms of this tariff.

(h) **Insurance**

(1) The stevedore shall obtain, and maintain, the following insurance coverage:
   (i) Workmen's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable federal and state statutes; and municipal ordinances for all the stevedore's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than $1,000,000.
   (ii) 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 the premises of the Port of Anacortes, and the adjoining areas, with limits as to bodily injury, or death, and property damage of not less than $5,000,000 for each occurrence.

(2) The stevedore shall submit to the Port of Anacortes a Certificate of Insurance evidencing the foregoing coverage, and said certificates shall provide that the Port of Anacortes is to be given fifteen (15) days prior written notice of any alteration, or cancellation.

S E C T I O N 2
COMMODITY RULES, EXPLANATIONS, AND RATES **Item #**

WHARFAGE **Item #** 23

(a) **Wharfage Defined**

Wharfage is a charge assessed against either cargo, or vessel, on cargo passing or conveyed over, onto, or under wharfs, or between vessels (to/from the water, barge, or lighter) when berthed at a 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 the rate in effect on the date cargo is received.

(b) **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 metric ton unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either cubic meters (C/M) or metric tons (M/T), 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.

(c) **Wharfage Assessed Against Overside Vessel Operations**

Cargo discharged, or loaded, overside a vessel directly to/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.

(d) **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 of Anacortes employees are required to receive and account for such supplies, or stores, on the wharf.

(e) **Dunnage, Lining Lumber, and Fuel**

Dunnage for use in stowing cargo not loaded at Port of Anacortes' wharfs, 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 wharfs, are subject to wharfage and other appropriate charges.

S E C T I O N 2
COMMODITY RULES, EXPLANATIONS, AND RATES **Item #**

LOADING AND UNLOADING **Item #** 24

(a) **Loading and Unloading Defined**

Loading and Unloading are the respective charges for service performed in loading freight from wharf premises on, or into, trucks, or barges, and unloading freight from trucks, or barges onto wharf or premises. The services include ordinary breaking down, sorting, and stacking. Cranes used in connection with barge loading, or unloading, will be billed at actual cost. Loading and Unloading charges are assessed against the freight, except in cases where carriers absorb such charge.

(b) **Wages Predicated on Straight Time Labor**

Loading and Unloading rates are predicated upon the payment of labor for basic straight time wages and the performance of such services on days, or during hours, when the basic straight time scale is in effect. In addition to these rates, when it is required to perform services on days or during hours when under the working rules governing labor, the payment of penalty time, overtime, or penalty overtime wages is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed in accordance with the Man-Hour Schedule in Section 4 of this tariff.

(c) **Exception - Application of Man-Hour Rates on Loading and Unloading**

When the service of Loading and Unloading of freight in containers or units of such unusual bulk, size, shape, or weight as to preclude performing services at specified or N.O.S. rates named, or when such services are delayed because of sorting, special checking, tallying, inspection, weighing, condition of freight, or other conditions or causes not ordinarily incidental to the services, the Port of Anacortes reserves the right to apply the Man-Hour Rates as named in this tariff on such services after notice has been made to shipper, consignee, and/or carrier involved.

S E C T I O N 2
COMMODITY RULES, EXPLANATIONS, AND RATES **Item #**

HANDLING **Item #** 25

(a) **Handling Defined**

Handling is the charge assessed for moving freight from the end of ship's tackle on the wharf to the first place of rest on the wharf, or from the first place of rest on the wharf to within reach of ship's tackle on the wharf. It includes ordinary sorting, breaking down, and stacking on wharf. (**Note**: Unless otherwise excepted, and when equipped, the Port of Anacortes will perform services of Handling).

(b) **Rates Predicated on Straight Time Labor**

Handling rates are predicated upon the payment to labor of basic straight time wages and the performance of such services on days, or during hours, when the basic straight time scale is in effect. In addition to these rates, when it is required to perform services on days or during hours when overtime, or penalty overtime wage is necessitated, all wage costs of labor incurred in excess of wage costs at basic straight time scale of pay for the number of hours such labor is engaged will be assessed against the vessel, its owner, agent, or operator, in accordance with applicable rates as shown in the Man-Hour Schedule in Section 4 of this tariff.

(c) **Exception - Application of Man-Hour Rates on Handling**

When the services of Handling of freight in containers or units of such unusual bulk, size, or weight as to preclude performing services as specified, or N.O.S. rates named, or when such services are delayed on account of sorting, special checking, tallying, inspection, weighing, condition of freight, or other conditions or causes not ordinarily incidental to the services, the Port of Anacortes reserves the right to apply applicable Man-Hour Rates as named in this tariff on such service.

S E C T I O N 2
COMMODITY RULES, EXPLANATIONS, AND RATES **Item #**

FREE TIME **Item #** 26

(a) **Free Time Defined**

Free Time is a specified number of days, or hours, during which freight may remain on wharf or terminal premises without incurring wharf demurrage.

(b) **Computing Free Time - Exclusions**

Except where limited under individual items not to exceed a specified number of days, Free Time is exclusive of Saturdays, Sundays, and legal holidays, and, unless otherwise specified, is computed from the first 7 A.M. occurring after freight is received, or unloaded, on the wharf or wharf premises, or, in case of freight from the vessel, is computed from the first 7 A.M. occurring after the vessel completes discharge.

(c) **Extent of Free Time by Traffic Classifications**

Unless otherwise provided under individual items, Free Time will be allowed freight according to trade classifications, as follows:

All Trade Classifications (As defined in Item # 20)	**Free Time Allowed**	
	Open Area	**Covered Area**
Inbound	Twenty (20) Days	Ten (10) Days
Outbound	Twenty (20) Days	Ten (10) Days

(d) **Commodities Allowed No Free Time**

(1) Explosives, Flammable Materials, and Hazardous Commodities.
(2) Salvaged Freight, Offensive Freight, when either is so designated.

(e) **Assembling Time**

Assembling time up to 20 days exclusive of Saturdays, Sundays, and holidays, beyond the regular Free Time allowance, will be granted shippers for assembling 200 tons, or more, of cargo for a particular vessel or shipment.

(f) **Space Rental**

Storage space in open, or covered areas, may be reserved with a Space Rental Agreement (SRA) provided, in the opinion of the Port of Anacortes, the space is open and available at the marine terminal facilities. Available space can be reserved for periods of thirty (30) calendar days or longer. Storage charges shall be billed monthly based upon the actual space used on the first working day of the month. The Port of Anacortes reserves the right to review and/or terminate the SRA at the end of each agreement term. If the Port of Anacortes decides to terminate the SRA, the Port of Anacortes will notify the owner of record in writing 30 days prior to the end of each SRA. If the owner of record fails to remove the related cargo within thirty (30) calendar days after notification requesting its removal, the Port of Anacortes may remove it with all associated costs herewith borne by the owner of the cargo.

S E C T I O N 2
COMMODITY RULES, EXPLANATIONS, AND RATES **Item #**

FREE TIME – continued **Item #** 26 – continued

(g) **Storage**

Rates are in dollars per metric ton, per square meter, per square foot, unless otherwise specified or agreed upon. Storage Rates include $0.04 per square foot or $0.37 per square meter Storm Water Fee.

Storage rates:

Per month	Open Area
Per square foot	$0.39
Per square meter	$3.96

SECTION 2
COMMODITY RULES, EXPLANATIONS, AND RATES

Item #

Rates in this section apply to traffic moving in the Alaska, Coastwise, Foreign, Inland Water, Intercoastal, and Offshore Trade Routes. See Item # 20.

Except as otherwise specified, rates are in dollars, per metric ton, or per cubic meter, whichever creates the greater revenue.

Note: When charges for wharfage are assessed per cubic meter the charge will not exceed four (4) times the rate per metric ton.

COMMODITY **Item #** 27

	W	L/U	H
ALL FREIGHT, N.O.S.			
Per 1000 Kilograms	$14.26	M/HR	M/HR
Per Cubic Meter	$14.26	M/HR	M/HR

BULK COMMODITIES **Item #** 28

Direct loading/unloading	W	L/U	H	Environmental
N.O.S.	Quoted By Terminal	M/HR	M/HR	N/A
LIQUID petro/oily waste	$0.011 per barrel	M/HR	M/HR	N/A
PETROLEUM COKE TO BARGE*	$6.69	N/A	$7.81	N/A
PETROLEUM COKE TO VESSEL*	$6.69	N/A	$9.09	N/A
SULFUR TO VESSEL*	$7.79	N/A	$14.25	$1.59

*ILWU labor rates not included. See Schedule of Man-Hour Rates, Item #51.

LUMBER **Item #** 29

COMMODITY	W	L/U	H
LUMBER	$ 8.16	M/HR	M/HR
LOGS PER MBF	$11.58	M/HR	M/HR
LOGS PER MBF DOMESTIC TO BARGE	$ 6.85	M/HR	M/HR

IRON OR STEEL ARTICLES **Item #** 30

COMMODITY	W	L/U	H
IRON OR STEEL ARTICLES	$13.76	M/HR	M/HR

S E C T I O N 2
COMMODITY RULES, EXPLANATIONS, AND RATES **Item #**

Except as otherwise provided in individual items, rates are in dollars per metric tons.

PAPER, PAPER PRODUCTS, or ARTICLES **Item #** 31

COMMODITY (Unit loads metric ton)	**W**	**L/U**	**H**
Newsprint	$6.69	M/HR	M/HR
Paperboard, fiberboard: Boxes or cartons, K.D. or folded flat in bundles, packages, or rolls corrugated	$6.69	M/HR	M/HR
Not Corrugated	$6.69	M/HR	M/HR

PULP, PAPER, OR WOOD (EXCEPT WET LAPS, TAILINGS, OR SCREENINGS) IN BALES

Item # 32

COMMODITY	**W**	**L/U**	**H**
When received for mechanical handling	$5.49	M/HR	M/HR

SALVAGED CARGO **Item #** 33

COMMODITY	**W**	**L/U**	**H**
SALVAGED CARGO damaged or offensive freight per ton, weight, or measurement, whichever creates the greater revenue	$20.12	M/HR	M/HR

NOTE: Commodities received at the Port of Anacortes, which are palletized and may be unloaded by mechanized equipment, and delivered to ship's tackle without boarding or reboarding, or requiring the use of manual labor, the truck unloading charge will be $18.21 per metric ton.

COST PLUS APPLICATION **Item #** 34

Unless otherwise provided, Man-Hour Rates, plus charges for Equipment Rental, as may be required to perform the operation or function, will be charged for making arrangements and providing services not specifically described in this Tariff. Charges for Materials furnished in connection with services will be assessed at Actual Cost, plus fifteen percent (15%), plus applicable State sales tax.

S E C T I O N 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES **Item #**

DOCKAGE RULES **Item #** 35

(a) **Dockage Defined**

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

(b) **Dockage Period - How Calculated**

The period of time upon which dockage will be assessed shall commence when the first line is made fast to the wharf, pier, seawall, slip, other mooring facilities, or when a vessel is made fast to a vessel so berthed; and shall continue until such vessel is completely free (last line free) from and has vacated such facility.

(c) **Basis for Computing Charge**

Dockage charges will be assessed on the length-over-all of the vessel. Length-over-all shall be construed to mean the linear distance, expressed in feet, or meters, from the most forward point on the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the baseline of the vessel.

For dockage billing purposes, length-over-all of the vessel as published in *Lloyds Register of Shipping* will be used. If no such figure appears in *Lloyds Register*, the Port of Anacortes reserves the right to: (1) Obtain the length-over-all from the vessel's register; or (2) measure the vessel.

(d) **Vessels Docked to Shore, Outfit, or Fumigate**

Full dockage will be charged if, and when, a vessel is permitted to shore for special freight, outfit, store, fumigate and / or Drop and Vac tanks while docked at wharf.

(e) **Lay Status**

At the Port of Anacortes' sole discretion, idle vessels may be granted Lay Status. These vessels may be permitted to moor at idle marine terminal berths when such berths are available. Charges for vessels on Lay Status will be assessed 30% of the applicable dockage rate published in this tariff per 24-hour period, or any portion thereof. Vessels on Lay Status for ten (10) consecutive days, or longer, may be granted Special Lay Status when berths are available.

(f) **Vessels for Repair**

Vessels under a valid ship repair contract may be eligible for a special dockage rate if a berth is available. The repair contractor will be responsible for arranging for the dockage and all payments of the charges.

(g) **Dockage for Government Vessels**

Vessels of the United States Government may, at the discretion of the Port of Anacortes, be berthed at the Port of Anacortes' terminals without charge.

S E C T I O N 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES **Item #**

DOCKAGE RULES - continued **Item #** 35 - continued

(h) **RO/RO Ramp**

Use of the RO/RO Ramp at the facility adjacent to Pier II will be at the discretion of the Port of Anacortes and will be subject to the current rate in effect.

(i) **Vessels Docked to Line**

If, and when, a vessel is permitted to dock solely for the purpose of lining the vessel, full dockage will be levied in addition to wharfage on lining lumber passing over wharf or overside the vessel.

(j) **Compliance with Port of Anacortes Berthing Requirements**

All vessels or barges utilizing Port of Anacortes dockage facilities must conform to the Rules and Regulations defined in Items # 13, 15 and 16.

(k) **Passenger Vessels**

See Item 49 for rates.

SECTION 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES

Item #

DOCKAGE RATES ON VESSELS in Feet **Item #** 36

Length of vessel Overall in Feet		Rate per 24 Hour Period
Over	Not Over	
0	150	$371
150	173	$465
173	200	$571
200	226	$702
226	249	$843
249	275	$998
275	298	$1,178
298	324	$1,378
324	351	$1,599
351	374	$1,882
374	400	$2,074
400	426	$2,295
426	449	$2,551
449	475	$2,751

Length of vessel Overall in Feet		Rate per 24 Hour Period
Over	Not Over	
475	498	$3,016
498	524	$3,427
524	551	$3,686
551	574	$3,992
574	600	$4,442
600	626	$5,059
626	649	$5,889
649	675	$6,698
675	698	$7,562
698	725	$8,760
725	751	$10,023
751	774	$11,372
774	800	$12,769
800	850	$14,662

DOCKAGE RATES ON VESSELS in Meters **Item #** 37

Length of vessel Overall in Meters		Rate per 24 Hour Period
Over	Not Over	
0	46	$371
46	53	$465
53	61	$571
61	69	$702
69	76	$843
76	84	$998
84	91	$1,178
91	99	$1,378
99	107	$1,599
107	114	$1,882
114	122	$2,074
122	130	$2,295
130	137	$2,551
137	145	$2,751

Length of vessel Overall in Meters		Rate per 24 Hour Period
Over	Not Over	
145	152	$3,061
152	160	$3,427
160	168	$3,686
168	175	$3,992
175	183	$4,442
183	191	$5,059
191	198	$5,889
198	206	$6,698
206	213	$7,562
213	221	$8,760
221	229	$10,023
229	236	$11,372
236	244	$12,769
244	259	$14,662

Minimum Dockage period 24 hours.
Rates assessed per 24-hour period.

Vessels at Lay Status: As required by the Department of Revenue, vessels on lay status over 30 days and being charged more than $250 per 24 hour period are subject to leasehold excise tax.

SECTION 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES — Item

SERVICE AND FACILITIES CHARGE — Item # 38

Specific Rules and Regulations Pertaining to Service and Facilities Charge

Service and Facilities Charges are assessed against ocean vessels, their owners, or operators for the use of the marine terminal working areas, which are used in the receipt and delivery of cargo to/from vessels. These charges are also assessed for services provided in connection with the transfer of cargo related to receipt, delivery, checking, care, custody, and control.

See Note below
(a) From vessels to consignee, their agents, or connecting carrier; or,
(b) From shippers, their agents, or connecting carriers, to vessels.

These services will not be billed when the Service and Facilities Charge has already been included in wharfage, dockage, or any other individual tariff rates.

Only the Port of Anacortes shall be permitted to perform the services covered by this definition.

NOTE:

The Service and Facilities Charge does not include any cargo handling, loading, unloading operations, nor any labor other than that which is essential to performing the service.

SERVICE AND FACILITIES RATES — Item # 39

Service and Facilities Charge Rates as shown herein will be assessed in dollars per each metric ton or MBM, Scribner:

Commodities	Rates Inbound	Rates Outbound
All Freight N.O.S.	$33.69	$21.36
Direct Transfer	$ 8.95	$ 8.95
Overside	$ 8.95	$ 8.95
Lumber, rough or surfaced	$23.04	$ 8.31
Logs MBF	$ 6.86	$ 6.86
Logs Domestic to Barge MBF	$ 3.43	$ 3.43
Iron or Steel Articles	$16.15	$21.38
Liquid in bulk	$ 3.29	$ .36

S E C T I O N 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES **Item #**

EQUIPMENT RENTAL **Item #** 40

(a) **Rental of Equipment Conditional**

Equipment listed below, when available, will be rented at the convenience of the Port of Anacortes. All equipment supplied is expressly understood to be under the direction and control of the Port of Anacortes' customer who 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, and shall indemnify and hold harmless the Port of Anacortes against any and all liability.

All equipment supplied under these provisions must be properly used by the Port of Anacortes' customer and not subjected to abuse, or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Port of Anacortes' customer shall pay for the damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port of Anacortes in the same condition as when received including fuel, normal wear and tear excepted.

Except as otherwise provided, rates are in dollars and applied on a per hour basis, with a one hour minimum than broken down into fractions. Unless otherwise indicated rates do not include operators for mechanical equipment. When furnished by the Port of Anacortes, the charge for operators, and other labor required will be as provided in Item # 51.

Equipment	Minimum per hour
Lift Truck Capacity to 8000#	$ 50
Lift Truck Capacity 8001# to 15,000#	$ 60
Lift Truck Capacity 15,001# to 18,000#	$ 75
Sweeper (includes operator)	$200
Man Lift (includes operator)	$150

(b) **Use of other than Port of Anacortes Equipment**

No mechanical equipment may be brought for use on the marine terminal facilities of the Port of Anacortes except by permission. Right is reserved to refuse such permission when similar equipment belonging to the Port of Anacortes is available, or when equipment does not meet with the approval of the Port of Anacortes.

DRAFT SURVEY SERVICES **Item #** 41

The Port of Anacortes will, upon availability & request, provide services to enable the Draft Surveyor to complete a draft survey via a Port vessel. This service will include the vessel and one employee to operate the boat. If the survey is conducted within normal business hours (7am – 4 pm, M-F) the Port charges the rate of $90/Man-Hour and $50/Boat-Hour. For normal business hours, all Draft Survey services have a one hour minimum and are billed in 30 minute increments thereafter. Outside of normal business hours, the rate is $135/Man-Hour and $50/Boat-Hour. Additionally, if the draft survey is conducted six or more hours after normal shift ends, or the survey is conducted outside of normal business hours, then the minimum amount of time billed will be 4-hours even if the actual time is less. If actual time exceeds 4-hours, additional time is billed in 30 minute increments thereafter.

S E C T I O N 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES **Item #**

DRAFT SURVEY SERVICES - continued **Item #** 41

In order to obtain the Port's services, the party responsible for payment for the services must:

1. Contact the Port of Anacortes Operations Director 24 hours in advance of the time services are requested, or as close as possible while remaining inside regular business hours. The Operations Director should not be contacted outside of business hours regarding this service.
2. Contact & update the Operations Director as to the expected schedule for the Survey 12 hours before the service, or as close as possible while remaining inside regular business hours. The Operations Director should not be contacted outside of business hours regarding this service.
3. Contact & update the Operations Director as to the expected schedule for the Survey 6 hours before the service, or as close as possible while remaining inside regular business hours. The Operations Director should not be contacted outside of business hours regarding this service.

Without exception, the Port will bill the party requesting service. For example, if the Shipping agent requests the service, the shipping agent will be billed; if the Draft Surveyor requests the service, the Draft surveyor will be billed etc. as applicable.

FRESH WATER FOR VESSELS **Item #** 42

Fresh water will be furnished to vessels and other users:

Each 100 cubic feet or fraction thereof	$1.45
Connection fee	$90.00
Potable Water Hose Rental	$ 0.05 for every 2 feet

Note: Water hook-up is available from 0600 to 1600 M-F. Overtime hour hook-ups will be performed upon request with overtime differential for the account of the requesting party.

7.48 gallons per cu. ft. or 32 cu. ft. per S/T
8.33 lbs. per gallon or 62.4 lbs. per cu. ft.
TO CONVERT SHORT/TONS TO METRIC TONS - MULITPLY S/T times .9072

ELECTRIC ENERGY **Item #** 43

Unless otherwise specified, electric energy will be furnished at the rate of $0.14 (14 cents) per kilowatt-hour. In addition, such labor as may be required for installation, connection, or disconnection of service will be assessed on the basis of actual cost of such service plus 20%.

Each electrical service of 480/3 phase, when available, will be charged at $75.00 per day per connection in addition to $0.14 (14 cents) per kilowatt-hour.

120 Volt Hook-up: $20.00 per day per connection.

S E C T I O N 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES

Item #

FUEL FLOWAGE FEE

Item # 44

All bulk fuels including diesel, gasoline, and lube oil (in lots greater than 500 gallons) delivered to/from vessels berthed at the Port of Anacortes will be assessed a fuel flowage fee in the amount of $.05 (five cents) per gallon. This fee will be assessed to the fuel provider and shall be reported to the Operations Director upon the departure of the fueling vessel.

GARBAGE OR OILY WASTE DISPOSAL

Item # 45

Vessels requiring discharge of garbage or oily waste shall inquire of the Port of Anacortes' Operations Director for the name of the waste hauler permitted by the Port of Anacortes to receive, haul, and dispose of such waste. The vessel shall arrange directly with the waste hauler for such services and equipment. Payment of charges for the services and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The waste hauler is not an agent, or employee, of the Port of Anacortes, nor shall the Port of Anacortes be liable for any act, omission, or negligence of any such waste hauler. Rates and charges assessed vessels by the Port of Anacortes for the use of its facilities, or services, does not include this service or insurance coverage for any potential liability of any waste hauler permitted by the Port of Anacortes. The discharge by a vessel of garbage or oily waste at the Port of Anacortes shall be allowed only in accordance with the terms of this item and applicable Federal, State, and Local regulations.

SAFETY

Item # 46

All users of Port of Anacortes facilities shall be in compliance with applicable health and safety laws and regulations, including without limitation the Occupational Safety and Health Act (OSHA), Washington Industrial Safety and Health Act (WISHA) and the Pacific Coast Marine Safety Code from the joint Pacific Maritime Association (PMA) and the International Longshore and Warehouse Union (ILWU).

UNITED STATES COAST GUARD COMPLIANCE

Item # 47

All vessels scheduled to use a Port of Anacortes 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 non-compliance, substandard, or if the cargo operation is interrupted or ordered to stop by the USCG or United States Custom and Border Patrol, the vessel/owners/operators shall be liable for all consequential delays, damages, and costs. The Port of Anacortes shall have the right to order the vessel to vacate the berth if cargo operations have not resumed within one hour from the time it was 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/operator shall immediately notify the Port of Anacortes indicating the nature of the deficiency so determined. The Port of Anacortes shall have the right to reject or void the vessel's Berth Application until the deficiency is corrected to the satisfaction of the USCG.

SECTION 3
MISCELLANEOUS RULES, REGULATIONS, AND RATES Item #

SECURITY FEES **Item #** 48

In order to fulfill its responsibilities for security, including and not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard Regulation 33 CFR 105, the Port of Anacortes at its sole discretion, assess against and collect from ocean going vessels, their owners, or operators for the use of the 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.

At the Port's sole discretion, charges will be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Minimum Port Security Fee - $375 per eight hour shift.

PASSENGER VESSEL FEE **Item #** 49

Bundled Port Fees for Cruise Ships and Passenger Traffic Fee

The terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships.

Port of call/Repositioning call – each vessel
In transit per passenger fee:
Per call ……..$ 6.00 each

Embarking and/or disembarking fee:
Per call ……..$ 6.00 each

Bundled Port Fees have been developed to include the following standard charges per cruise call, and will be billed on a per passenger basis.

(1) Bundled Port Fees include:
1. Passenger fee
2. Dockage Fee
3. Fresh Water Hook-up Fee
4. Trash/Garbage Disposal: One 6-yard dumpster

(2) Costs not included in Bundled Port Fees (including, but not limited to):
1. Fresh water consumption – volume billing
2. Security services requested by a cruise line, in addition to baseline security
3. Incremental Port Fees associated with delayed sailings
4. Costs billed by non-Port service providers or authorities

Exception: Cruise ship calls for Lay Status or to perform vessel repairs and maintenance activities while at berth are exempt from Bundled Port Fees.

SECTION 4
MAN-HOUR SCHEDULE – RULES AND RATES

Item #

MAN-HOUR RULES

Item # 50

(a) **Overtime Wage Differentials**: Differentials are calculated by subtracting the first shift straight time wage rate from the wage rate in effect during the shift when the work was performed.

(b) **Standby or Waiting Time**: When labor is ordered for a specified time and is on the job ready for work, or having started work, is delayed for periods exceeding 15 consecutive minutes at any time during that work, such delays being caused through no inability or fault of the terminal operators, standby or waiting time, for the labor, will be charged at actual wages paid labor.

(c) **Services Requiring Labor for a Minimum Number of Hours**: When the marine terminal is required to furnish labor for a specific service, and such service is completed before the expiration of the time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at actual wages paid labor.

(d) **When Man-Hour Rates Apply**: Unless otherwise provided, Man-Hour Rates, plus charges for equipment rental (see Item # 40) will be charged for:

(1) All services not specifically described in this tariff, additions, or revisions, thereto.
(2) Services of loading, unloading, handling, or transferring freight for which no specific commodity rates are provided and which cannot be performed at the rates named under N.O.S. or heavy lift items.
(3) Services of loading, unloading, handling, or transferring freight in packages, units or such unusual bulk, size, shape, or weight as to preclude performing such services at rates named under individual items of the tariff.
(4) Services of loading, unloading, or handling freight for which specific commodity rates are named in the tariff and because of unusual conditions of shipping or requirements of shippers not normally incidental to such services, preclude the performance of such services at rates named.
(5) Services of extra sorting, special checking, inspection, or for any operations delayed on account thereof.
(6) Services of installing or moving special equipment at the request of, for the use, or convenience of parties other than the Port of Anacortes.
(7) Re-coopering or reconditioning freight.
(8) Except as otherwise provided in individual items, the Port of Anacortes will furnish labor and equipment to load or unload trucks, at its option, and upon request. Charges for such service will be made against the party, or parties, requesting the service.

S E C T I O N 4
MAN-HOUR SCHEDULE - RULES AND RATES **Item #**

SCHEDULE OF MAN-HOUR RATES **Item #** 51

DESCRIPTION	1st Man-Hour Rate S.T.*	1st O.T.** Man-Hour Rate Differential	1st Weekend and Holiday Man-Hour Rate Diff.
Basic Longshore	$119.23	$35.01	$35.01
Longshore Skill I	$123.43	$36.99	$36.99
Longshore Skill II	$127.39	$38.89	$38.89
Longshore Skill III	$129.37	$39.82	$39.82
Clerk Skill I	$123.43	$36.99	$36.99
Clerk Skill II	$127.37	$38.89	$38.89
Clerk Skill II I	$129.37	$39.82	$39.82
Foreman	$149.25	$49.58	$49.58

Description	2nd Man-Hour Rate S.T.*	2nd Shift Differential	2nd O.T.** Man-Hour Rate Differential	2nd Weekend and Holiday Man-Hour Rate Diff.
Basic Longshore	$142.57	$23.34	$11.67	$11.67
Longshore Skill I	$148.09	$24.66	$12.33	$12.33
Longshore Skill II	$153.32	$25.93	$12.96	$12.96
Longshore Skill III	$155.91	$26.54	$13.28	$13.28
Clerk Skill I	$148.09	$24.66	$12.33	$12.33
Clerk Skill II	$153.32	$25.93	$12.96	$12.96
Clerk Skill III	$155.91	$26.54	$13.28	$13.28
Foreman	$176.50	$33.05	$16.53	$16.53

Description	3rd Man-Hour Rate S.T.*	3rd Shift Differential	3rd O.T.** Man-Hour Rate Differential	3rd Weekend and Holiday Man-Hour Rate Diff.
Basic Longshore	$155.19	$35.96	$14.00	$14.00
Longshore Skill I	$162.07	$38.64	$14.79	$14.79
Longshore Skill II	$168.58	$41.19	$15.56	$15.56
Longshore Skill III	$171.92	$42.55	$15.91	$15.91
Clerk Skill I	$162.07	$38.64	$14.79	$14.79
Clerk Skill II	$168.58	$41.49	$15.56	$15.56
Clerk Skill III	$171.92	$42.55	$15.91	$15.91
Foreman	$202.39	$53.14	$19.83	$19.83

*S/T = Straight Time
**OT = Overtime

METRIC CONVERSION TABLES AND METRIC EQUIVALENTS — Item

METRIC CONVERSION TABLE — Item # 52

TO FIND	GIVEN	MULTIPLY
Meters	Feet	Feet by 0.3048
Feet	Meters	Meters by 3.281
Metric tons	Short tons	Short tons by 0.9072
Short tons	Metric tons	Metric tons by 1.1023
Metric tons	Long tons	Long tons by 1.0160
Long tons	Metric tons	Metric tons by 0.9842
Kilos	Pounds	Pounds by 0.4536
Pounds	Kilos	Kilos by 2.2046
Cubic meters	Measurements in tons	Measurements in tons by 1.1330
Measurement ton (40 CF)	Cubic meters	Cubic meters by 0.8830
Cubic meters	Mfbms (ft.b.m.) in thousands	Mfbms by 2.3597
Mfbms (ft. B.M.) in thousands	Cubic meters	Cubic meters by 0.4238

METRIC EQUIVALENTS

1,000 kilos	2,204.6 pounds
1 kilo	2.2046 pounds
1 pound	0.4536 kilos
1 cubic meter	35.315 cubic feet
1 cubic foot	0.0238 cubic feet

WEIGHT, VOLUME, AND CAPACITY

1 cubic foot	7.48 gallons
1 cubic foot	62.40 pounds
1 gallon	8.33 pounds