

Notice of Tariff Change Effective January 1, 2026

Port of Seattle Terminals Tariff No. 5 is revised as follows:

RATE CHANGES

ITEM 1420 ELECTRIC CURRENT

Electricity will be furnished at the average KWL rate for the terminal/location based on Seattle City Light rates. Labor for installation is additional at rates named in Ltem 6120. If it is not possible to meter the service, the kilowatt hours of usage will be prorated and determined by the terminal. Subject to Ltem 1040(E).

Note: Fee for electrical hookup and disconnect is during straight time hours. Hookups and disconnects other than during straight time hours are subject to this fee and in addition, Item 6120, Note 1 (overtime rates of pay and minimum callouts based upon applicable labor contracts).

ITEM 1450 (A)SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard regulation 33CFR105, the Port will assess against and collect from ocean going vessels, their owners, or operators for the use of the Terminal working areas at port operated facilities, 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 may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

- Note 1: Does not apply to vessels exempt from MTSA or MTSA vessels assessed a security fee by the terminal operator. Fee may apply to a Non-MTSA vessel if the USCG directs that security services are required.
- Note 2: Daily Security Fee Per Day Per Vessel for vessels subject to MTSA.

Note 3: Subject to Washington State Leasehold Tax.

USE OF BERTH	FACILITY FEE	STAFFING FEE	TOTAL
WORKING BERTH	\$481.50 to \$505.00/Day	\$882.75 to \$1500.00/Day	\$1,364.25.00 to 2005.00/Day
Working berth includes up to one full-time guard, in 8-hour shifts. Additional guards, in 8-hour shifts, per Item 1450 (B) Security Fees.			2000.00/Buy
IDLE BERTH Idle berth defined as not allowing entry/exit from restricted area, in 8-hour shifts. Must provide 24-hour advance notice of transition from Working Berth to Idle Berth. Idle Berth includes roving guard throughout terminal, no dedicated guard at berth.	\$481.50 to \$505.00/Day	\$176.55 to \$300.00/Day	\$658.05 to \$805.00/Day

(B) SECURITY FEES - Rates on Security Services Contracted through the Port.

Customers can contract <u>additional</u> security staff through the Port for use at Port Terminals for events, traffic management, and other services.

1. Unarmed Security Guards:

- Note (1): Security Hours are rounded up to the nearest hour for billing.
- Note (2): Minimum four (4) hours of service per call out per shift.
- Note (3): Minimum twenty-four (24) hours advance notice.

ITEM 1460 SMALL LOTS FEE A charge of \$194.11 to \$203.82 will be assessed against Inbound Wood Products and Iron or Steel for bills of lading below 20 metric tons.

ITEM 1520 FRESH WATER

Fresh water furnished to vessels and other uses:

(Compute 7-1/2 gallons per cubic foot, or 32 cubic feet per short ton, 8-1/3 lbs. per gallon, or 62.4 lbs. per cubic foot)

(A)	Water connection by Port staffRate is per hook-up provided by the Port (see Note),	Per <u>Item 6120</u>
(B)	Fresh Water Utility Maintenance Fee when no hose or connection is provided by the Port	\$47.00 to \$49.35
(C)	Water rate for each 100 cubic feet of water used, in addition to charges as provided in number (A) or (B) above	Per Port of Seattle Tenant Utility Rates
(D)	Water Utility Maintenance and Administrative	\$44.50 to \$46.75

ITEM 3000 WHARFAGE

(C) WHARFAGE OVERSIDE, OTHER THAN BULK

All cargo loaded or discharged over the side of a vessel directly to or from another vessel, barge, lighter, raft, or to or from the water while vessel is berthed Terminal, shall be assessed one-half the regular wharfage rates, but in no instance, unless specifically rated under individual items, shall the charge be less than \$7.90 to \$8.30 per MBM, or \$8.72 to \$9.16 per 1000 kg, or \$8.72 to \$9.16 per cubic meter. (See Exception)

Exception: Does not apply to containers and containerized cargo.

<u>ITEM 3040</u> <u>ALL CARGO, NOS</u>, (Includes Vessel Stores)

Rates apply per 1000 kg or per cubic meter, as manifested by vessel for revenue purposes. When no specific commodity rate is named in this tariff, or freight is manifested by vessel on a per package or per container basis, charges will be assessed on the applicable NOS rate, whichever creates the greater revenue.

(1) When measurement is not supplied, it shall be determined on the basis of one cubic meter for each 250 kg of cargo. In the case of containerized cargo, total measurement shall not exceed ninety-five percent (95%) of the internal capacity of the container used.

<u>ITEM 3080</u>	BEVERAGES, VIZ: Alcoholic, except beer, ale and stout, per 1000 kg Beer, ale & stout, per 1000 kg	
<u>ITEM 3100</u>	BOATS, PLEASURE	
	(1)OVERALL LENGTH IN FEET Over Not Over Unit Charge 0 16 \$72.29 to \$75.9 16 20 \$99.27 to \$104.3 20 24 \$135.30 to \$142.3 24 30 \$171.26 to \$179.3 30 \$207.08 to \$217.3	23 .07 .82
<u>ITEM 3120</u>	BUILDINGS, KD NOS, per 1000 kg	. \$21.36 to \$22.43
ITEM 3140	BULK COMMODITIES	
	DRY NOS, per 1000 kg (Direct loading and/or unloading only – See <u>Item 1380(B)</u>	. \$5.98 to \$6.28
	Bulk liquid, petroleum fuel or oily wastes through pipeline, from and to vessel(rate is per barrel of 42 gallons or 159 liters)	
	Bulk liquid, non-petroleum oils, fats, chemicals and molasses, per 1000 kg	\$3.20 to \$3.36
ITEM 3240	FISH AND SEAFOODS	
	(subject to Note) Fresh or Frozen, in packages or loose, per 1000	\$18.64 to \$19.57
	kg Fish meal, inedible, packages, per 1000 kg	\$4.73 to \$4.97
	Note: Product discharged at Port Terminals and subsequently moved to cold storage facilities on Port property for storage or processing shall be discounted ten percent (10%) of the wharfage rate, except for fish meal which is subject to the full wharfage rate.	
<u>ITEM 3390</u>	MACHINERY OR MACHINES Rubber-Tired or Treaded, NOS, (Including agricultural, earthmoving, road-making, or materials handling, per 1000 kg	\$37.84 to \$39.73

ITEM 3400	METAL PRODUCTS Aluminum, brass, bronze, copper or steel loose, in bundles, coils or packages: viz: Angles, bars, beams, billets, blanks, bolts, channels, fasteners, ingots, nails, nuts, piling, pipe, plate, rails, rods, screws, sheets, unfinished shapes and wire, including barbed wire, per 1000 kg	\$18.64 to \$19.57
ITEM 3440	NURSERY STOCK, Live	(1) \$219.14 to \$230.10 (2) \$321.80 to \$337.89
ITEM 0.400	(2) Applies in dollars per container exceeding 24 feet, but not exceeding 40 feet on cargo originating in Hawaii.	
<u>ITEM 3480</u>	PETROLEUM AND PETROLEUM PRODUCTS, VIZ: Grease, packaged, per 1000 kg	\$18.64 to \$19.57
	Inflammables, liquid, including liquid petroleum gases, packaged, per 1000 kgRefer to Item 1020(E), Hazardous Cargo	\$26.14 to \$27.45
<u>ITEM 3540</u>	PULP, PAPER OR WOOD (except screening, tailing, or wetlaps) In Bales, per 1000	
	kgIn Rolls, per 1000	\$9.07 to \$9.52
ITEM 3600	kg	\$9.07 to \$9.52
	Christmas and Wreath, Garland or Trim, Evergreen	(1) \$431.89 to \$453.48 (2) \$695.34 to \$730.11
	 Applies in dollars per container not exceeding 24 feet on cargo destined to Hawaii. Applies in dollars per container exceeding 24 feet, but not exceeding 40 feet on cargo destined to Hawaii. 	
ITEM 3610	USDA, TITLE II PL-480 CARGO (Subject to Note) The following rates apply for United States Department of Agriculture sponsored cargo:	
	Temperature-controlled Cargo, per 1000 kg Bagged Grain and Grain Products, processed or	\$13.55 to \$14.22
	unprocessed, per 1000 kg	\$9.60 to \$10.08 \$9.60 to \$10.08 \$9.60 to \$10.08
	Note: Only car unloading (see Item 1380(L)) and wharfage are applicable to USDA Title II PL-480 shipments. Other charges are billed to the ocean	

carrier. When car unloading is performed, the	
following rates per 1000 kg apply:	
Temperature-controlled Cargo	\$72.29 to \$75.90
Bagged Grain and Grain Products, processed or	
unprocessed	\$31.06 to \$32.61
Dairy Products, non-refrigerated	\$31.06 to \$32.61
Beans, Peas and Lentils	\$31.06 to \$32.61

ITEM 4010 PASSENGER FEE

(1) Passenger Fee Exceptions:

Exception 1: Freight vessels with incidental passenger accommodations (usually limited to 12 persons) and passengers in through-transit on a continuous trip are excluded.

Exception 2: Commuter vessels engaged in daily service from/to Seattle to/from other Puget Sound and British Columbia coastal ports will be assessed passage fees on the following basis:

		<u>Fee</u>
	One-way Service Passengers embarking from pier to vessel, each Passengers disembarking from vessel to pier, each Round-trip Service	
	Passengers embarking and disembarking, same day service, each	\$3.18 to \$3.34
Exception 3:	Passenger vessels that do not meet the definition of a "passe as defined in this Tariff, with an itinerary anticipating an over	•

ITEM 4030 FRESH WATER FOR PASSENGER VESSELS

Fresh water furnished to passenger vessels:

Provisions under this item apply to passenger cruise ships. (Compute 7-1/2 gallons per cubic foot, or 32 cubic feet per short ton, 8-1/3 lbs per gallon, or 62.4 lbs per cubic foot)

(A)	Water rate for each 100 cubic feet of water used, in addition to	Per Port of Seattle
	charges provided in (B) below	Tenant Utility
		Rates.
(B)	Water Utility Maintenance and Administrative Fee per passenger	
` '	vessel per call	\$44.50 to \$46.75

(B) RATES AND CHARGES

Following the expiration of free time, shipments on hand on a wharf, on a floor, on a platform, or in a container partially loaded will be subject to demurrage. Demurrage starts at the expiration of free time and continues until the shipment is removed. For the assessment of demurrage, all days are counted, including Saturdays, Sundays, holidays, and the day the shipment is removed.

Demurrage is assessed on the basis of 1000 kg or 1 cubic meter, whichever basis creates the greater revenue as follows:

(1) Wharf Demurrage

OUTBOUND

	Rate Per Day	
All Cargo, NOS	Per 1000 kg	Per Cubic Meter
Inbound or outbound, except as provided in Note 1	\$1.69 to \$1.77	\$1.18 to \$1.24
Minimum Wharf Demurrage	Per Month Pe	r Ocean B/L
All Cargo, NOS, except iron or steel productsIron or steel products	•	to \$47.38 to \$75.30
Note 1: Boats	\$12.93 to	\$13.58 per lineal foot per day

(C) WHARF DEMURRAGE CONTAINERS – APPLIES TO ALL TERMINALS OTHER THAN TERMINAL 91

After free time expires, all containers shall be assessed demurrage according to the outside length of the van or container in accordance with the following rate schedule in dollars:

CONTAINER SIZE IN FEET	DEMURRAGE CHARGE		
	Charge per day for the first five days or fraction thereof	Charge per day for each additional day over five days or fraction thereof	
INBOUND			
20 feet	\$44.68 to \$46.91 \$86.36 to \$90.68 \$117.13 to \$122.99	\$80.69 to \$84.72 \$166.50 to \$174.83 \$223.78 to \$234.97	

20 feet	\$30.21 to \$31.72	\$57.01 to \$59.86
35-44 feet	\$57.01 to \$59.86	\$116.14 to \$121.95
45 feet & over		\$146.64 to \$153.97

(D) MONTHLY STORAGE - CONTAINERS, TRAILERS AND CHASSIS - APPLIES TO TERMINAL 91 ONLY

Charge per month, in whole month increments (See Note):

LENGTH OVERALL	<u>RATE</u>

Note: Monthly storage must be arranged in advance and unit must be located in a location designated by Port. Rate applies to a specific unit. Port reserves the right to require relocation at any time at user's expense upon 72 hours' notice or may reposition and invoice user at cost for labor and equipment. All monthly rates are based on a calendar month.

(E) STAGING – VEHICLES, CONTAINERS, AND ROLLING STOCK – APPLIES TO TERMINAL 91 ONLY

Truck and Vehicle Staging (less than 30 days)...... \$90.00 to \$95.00 per day per truck Truck and Vehicle Staging 30 days or more \$290.00 to \$300.00 per month + tax per truck

Note: Daily staging must be arranged in advance and unit must be located in a location designated by Port. Rate applies to a specific unit. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment. All monthly rates are based on a calendar month.

(F) NET REPAIR - APPLIES TO TERMINAL 91 ONLY

Net Repair	Codend or comparable	\$230.00 to \$240.00 per day per net
Net Repair	All other nets	\$310.00 to \$325.00 per day per net

Note: Net repair location and boundaries must be arranged in advance and unit must be located in a location designated by Port. Rate applies to a specific unit. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment. May be subject to applicable leasehold tax.

(G) OPEN STORAGE - APPLIES TO TERMINAL 91 ONLY

LOCATION ((SOUTH OF MAGNOLIA BRIDGE)

LOCATION (NORTH OF MAGNOLIA BRIDGE)

Note: Location and boundaries must be arranged in advance and storage must be located in a location designated by Port. Rate applies to a specific fixed location. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment.

(H) PULL BITT USE

Pull Bitt Use......\$2,965.00 to \$2,975.00 per day

Note: Port reserves the right to cancel upon 24 hours' notice. Use of Pull Bitt must comply with Port of Seattle Engineering instructions and all safe working conditions. Maximum safe working load for the Pull Bitt is 200 Tons. Vessel operator must sign a Hold Harmless Agreement before use.

(I) DAILY RATE - OFFICE TRAILERS - APPLIES TO TERMINAL 91 ONLY

<u>RATE</u>	
Less than 70 feet	\$71.00 to \$75.00 per day + tax (if applicable)
70 feet or greater	\$100.00 to \$105.00 per day + tax (if
applicable)	

ITEM 6000 EQUIPMENT RENTAL RATES

<u>Type</u>	Rate per Hour Except as Noted
Equipment performing a specific customized service not otherwise provided in normal Port activities will be subject to quotation	<u></u>
PORTABLE SHIPS' GANGWAYS (Rate per Day)(Rate per Month)	\$165.25 to \$170.00 \$1,322.00 to \$1,390.00
PORTABLE SHIPS' PLATFORMS (Rate per Day)(Rate per Month)	\$165.25 to \$170.00 \$1,322.00 to \$1,390.00
YOKOHAMA FENDERS (Rate per day) (Rate per Month) POP UP VEHICLE BARICADE (Rate per day)	\$165.25 to \$170.00 \$1,322.00 to \$1,390.00 \$70.50 to \$74.00
GUARD SHACK (Rate per Day) (Rate per Month)	\$14.25 to \$15.00 \$330.00 to \$345.00

The renter is responsible to move from and return to the same terminal if equipment is used at other locations.

SWEEPERS, DOCK or TRUCK, VACUUM (Subject to Note 1)

with operator (Subject to note).....

\$326 to \$350.00 per hour

Note 1.1: Rate for overtime hours subject to Item 6120, in addition to hourly rate.

Note 1.2: Two hour minimum.

Note 1.3: Rate subject to discharge costs if applicable.

<u>TRU</u>	<u>JCKS</u>	, L	<u>.IFT</u>	(Sub	ject to	Note	3)
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Small	(<10,000 lbs)	\$90.00 to \$95.00
	(10,000<38,000 lbs)	\$135.00 to \$145.00
Large	(38,000<50,000 lbs)	\$225.00 to \$235.00
	(50,000 lbs +)	\$300.00 to \$315.00

Note: Two hour minimum. Prices per hour.

Note 3: Special equipment (lifts, generators, boom truck, etc.) Reimbursable work requiring the use of special equipment longer than the initial first work day shall be charged to the customer at the current market rental rate. In addition, a fuel surcharge shall be added to cover fuel consumed past the initial work day.

ITEM 6120 MAINTENANCE LABOR

Labor for maintenance of facilities and equipment may be furnished at composite rate of \$190.00 to \$200.00 per worker per hour for all other equipment and facilities labor. See Note 1.

ITEM 7000 DOCKAGE

(F) DOCKAGE RATES:

Dockage rates will be assessed as follows unless otherwise specified in this tariff. Rates in dollars per 24-hour period or portion thereof.

h-over-all	<u>Length-ove</u>	<u>er-all</u>	Charge per 24-hour Day
<u>Meters</u>	<u>In Feet</u>		Or Fraction Thereof
<u>But not</u> <u>over</u>	<u>Over</u>	But not over	Note A
30	0	100	\$343 to \$360.00
38	101	125	\$462 to \$485
46	126	150	\$601 to \$631
53	151	175	\$752 to \$790
61	176	200	\$932 to \$979
69	201	225	\$1,137 to \$1,194
76	226	250	\$1,366 to \$1,434
84	251	275	\$1,616 to \$1,697
	Meters But not over 30 38 46 53 61 69 76	But not over Over 30 0 38 101 46 126 53 151 61 176 69 201 76 226	But not over Over But not over 30 0 100 38 101 125 46 126 150 53 151 175 61 176 200 69 201 225 76 226 250

84	91	276	300	\$1,905 to \$2,000
91	99	301	325	\$2,230 to \$2,342
99	107	326	350	\$2,592 to \$2,722
107	114	351	375	\$3,047 to \$3,199
114	122	376	400	\$3,360 to \$3,528
122	130	401	425	\$3,714 to \$3,900
130	137	426	450	\$4,131 to \$4,338
137	145	451	475	\$4,465 to \$4,688
145	152	476	500	\$4,886 to \$5,130
152	160	501	525	\$5,550 to \$5,828
160	168	526	550	\$6,462 to \$6,785
168	175	551	575	\$6,778 to \$7,117
175	183	576	600	\$7,196 to \$7,556
183	191	601	625	\$8,192 to \$8,602
191	198	626	650	\$9,537 to \$10,014
199	206	651	675	\$10,847 to \$11,389
206	213	676	700	\$12,224 to \$12,835
213	221	701	725	\$14,182 to \$14,891
221	228	726	750	\$16,229 to \$17,040
229	236	751	775	\$18,413 to \$19,334
236	244	776	800	\$20,678 to \$21,712
244	259	801	850	\$23,742 to \$24,929
259	274	851	900	\$27,013 to \$28,364
274	290	901	950	\$30,439 to \$31,961
290		951		(1)

See Below:

For vessels exceeding 290 meters (or 950 feet), charge the rate for 290 meters (or 950 feet) plus \$3,732 to \$3,919 - Note A for each 15 meters (or 50 feet) or portion thereof of length over all exceeding 290 meters (or 950 feet).

(G) SPECIAL RATES ON BARGES AND TUGS

Barges receiving or discharging fuel at Terminal 18 will be charged \$325.24 to \$341.50 per 24-hour period or portion thereof.

(L) DOCKAGE RATES - AT MOORING DOLPHINS NOT CONNECTED TO SHORE

Dockage rates at the mooring dolphins will be assessed as follows unless otherwise specified in this tariff. Rates are in dollars per berth (1) per 24 hours or portion thereof or as otherwise noted.

Rates per Berth,per Day (1)	North Harbor Island Dolphins (rafting	Pier 34 Dolphins (rafting not	Terminal 108 Dolphins (2	Notes
Day (1)	permitted) (2 a)	permitted) (2 b)	b)	

Daily Rates	\$820.00 to \$860.00	\$575.00 to \$605.00	\$180.00 to \$190.00	(2) (3) (4)
Monthly Rates	\$650.00 to \$682.50	\$475.00 to \$495.00	\$140.00 to \$147.00	(2) (3) (4) (5)

(M) SPECIAL RATES ON TERMINAL 107 (KELLOGG ISLAND)

Any vessel (including barges) over 100 feet in length moored on any portion of Port-owned submerged lands surrounding Kellogg Island will be assessed as follows unless otherwise specified in this tariff. Rates are in dollars per berth (1) per day or portion thereof or as otherwise noted.

Daily Rate: \$275.00 to \$290.00 per day (2) per vessel

(O) DOCKAGE RATES FOR PIER 28 SLIP

Dockage rate at Pier 28 Slip will be assessed in dollars per 24 hours or portion thereof or as otherwise noted or specified in this tariff.

Daily Rate: \$820.00 to \$860.00 per 24-hour period or portion thereof (2) (3) (4)

Monthly Rate: \$650.00 to \$682.50 per day (1) (2) (3) (4)

- (1) Monthly Moorage Minimum 30 consecutive days. Must be arranged in advance. Subject to Washington Leasehold Excise Tax.
- (2) Rafting Rafting is not permitted, except for assist vessels alongside, and provided the overall width of the vessel at berth and the assist vessel alongside do not have a total beam in excess of 150 feet from the face of the Slip.
- (3) Vessel Size Maximum LOA 400'
- (4) Security Fees (Item 1450) do not apply at Pier 28 Slip. No shoreside access is allowed at this facility. All vessel owners and or operators are required to maintain compliance with all applicable federal, state and local laws and regulations, including the Maritime Transportation Security Act (MTSA) and Title 33, Code of Federal Regulations Parts 101 105.

SECTION EIGHT, PART 2 - SERVICE AND FACILITIES CHARGE

Rates

COMMODITY INBOUND OUTBOUND

Unless otherwise provided, rates are in dollars per 1000 kg as freighted

ITEM 8020 BULK LIQUIDS, NOS

(1)From vessels through privately owned pipeline apply \$4.29 to \$4.82 per 1000 kg

Note: On transship bulk liquid cargo being
transferred from an ocean vessel
directly to an inland vessel, inbound
charges will be assessed at the
receiving terminal only. This note is
only applicable to ocean vessels
working other cargo as well.

ITEM 8040	CARGO, NOS (Includes vessel stores)	\$44.47 to \$46.69	\$28.28 to \$29.69
<u>ITEM 8160</u>	IRON OR STEEL PRODUCTS (Subject to Notes 1 and 2) (1)Each unit weighing under 1000 kg (1)Each unit weighing 1000 to 2000 kg (1)Each unit weighing 2000 to 3000 kg (1)Each unit weighing 3000 to 7500 kg (1)Each unit weighing 7500 kg or more	\$40.64 to \$42.67 \$36.01 to \$37.81 \$27.84 to \$29.23	\$28.28 to \$29.69 \$28.28 to \$29.69 \$28.28 to \$29.69 \$28.28 to \$29.69 \$28.28 to \$29.69
	Note 2: Cargo worked in direct transfer as de \$9.49 per 1000 kg	fined in Item <u>1380(C)</u>	apply \$9.04 to
<u>ITEM 8200</u>	PETROLEUM FUEL OR OILY WASTES In bulk, through pipeline, from and to vessel Rate is in dollars per barrel of 42 gallons or 159 liters.	\$0.09 to \$0.10	\$0.09 to \$0.10
ITEM 8220	PULP, PAPER, OR RUBBER, VIZ: per 1000 kg Pulp; paper or wood Rubber; crude or synthetic, palletized or unitized Paper or Paper Products; bags; building; kraft; linerboard; newsprint; paperboard; printing; tissue; toweling in jumbo rolls; wrapping; waste	\$11.77 to \$12.36	\$11.77 to \$12.36
ITEM 8240	UNITIZED FREIGHT, NOS, per 1000 kg In bales, bundles, rolls, coils, or packages, or units, each individual unit weighing: 1000 kg but less than 2000 kg	\$30.47 to \$31.99 \$26.14 to \$27.45 \$21.35 to \$22.42 \$15.20 to \$15.96	\$23.50 to \$24.68 \$21.88 to \$22.97 \$21.36 to \$22.43 \$15.20 to \$15.96

LANGUAGE CHANGES

Reads:

ITEM 1000 APPLICATION OF TARIFF

(F) COMPLAINTS

Requests or complaints on matters contained may be directed to the Executive Officer, Northwest Marine Terminals Association, Inc., P. O. Box 86414, Portland, Oregon 97286, telephone (360) 421-1254, e-mail NWMTA2@gmail.com, website www.nwmta.org.

To Read:

ITEM 1000 APPLICATION OF TARIFF

(F) COMPLAINTS

Requests or complaints on matters contained may be directed to the Executive Officer, Northwest Marine Terminals Association, Inc., P. O. Box 1083, Beaverton, Oregon 97075, telephone (360) 870-7105, e-mail NWMTA2@gmail.com, website www.nwmta.org.

Reads:

ITEM 1060

COMPLIANCE WITH SAFETY, ENVIRONMENTAL, AND OTHER LAWS

(B) ENVIRONMENTAL GOALS, REQUIREMENTS AND BEST MANAGEMENT PRACTICES (BMPs)

All Users shall manage and conduct all of their activities on or relating to the marine terminals: (i) in compliance with all applicable Environmental Law; (ii) in cooperation with the Port in the Port's efforts to comply with Environmental Law; (iii) with due consideration for the Port's environmental goals, specifically those identified in the Century Agenda and Maritime Climate and Air Action Plan (MCAAP), and (iv) in adherence with BMPs. Without limiting the generality of the forgoing, all Facility Users shall comply with all applicable Stormwater Pollution Prevention Plans (SWPPs) associated with the marine terminal facilities they occupy or operate. Upon request from the Port, each User will promptly provide the Port with any permits, plans or submittals required by any regulatory agencies related such User's occupation or operations on the Port's marine terminals. In the event of a violation of Environmental Law, a violation of an environmental provision of this Tariff, a Hazardous Substance Release, threat of or reasonable suspicion of the same, or other environmental incident that occurs on a marine terminal, Users shall promptly notify the Port. Users shall notify the Port by calling the Port's emergency telephone number 206-787-3350.

Climate Goals: The Port of Seattle's GHG reduction goals include scope 1 and 2 targets to achieve an absolute reduction of 50% by 2030 from a 2005 baseline and to be net zero emissions by 2040, and scope 3 targets to achieve an absolute reduction of 50% by 2030 from a 2007 baseline and carbon neutral by 2050.

<u>Best Management Practices</u> - BMPs shall mean: (i) environmental or operational standards or guidelines that establish common and accepted practices appropriate for a User's operations on the marine terminal; and (ii) standards or guidelines as stated by pertinent trade associations, professional associations or regulatory agencies.

The most recent BMPs and SWPPP documents can be found online at:

https://www.portseattle.org/page/tariffs-terminal-tariff-no-5

To Read:

(B) ENVIRONMENTAL GOALS, REQUIREMENTS AND BEST MANAGEMENT PRACTICES (BMPs)

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<u>Best Management Practices</u> - BMPs shall mean: (i) environmental or operational standards or guidelines that establish common and accepted practices appropriate for a User's operations on the marine terminal; and (ii) standards or guidelines as stated by pertinent trade associations, professional associations or regulatory agencies.

The most recent BMPs and SWPPP documents can be found online at: https://www.portseattle.org/page/tariffs-terminal-tariff-no-5

Reads:

ITEM 1200 RESPONSIBILITY FOR LOSS, DAMAGE, AND DELAY OF MERCHANDISE

(A) RESPONSIBILITY

The Port and tariff participants 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 Port and tariff participants 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 inherent vice 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 agents or the employees of the terminals be involved; nor for delay caused by shortage of qualified labor.

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

User, of Port facilities, including but not limited to equipment, shall indemnify and save harmless the Port 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.

The provisions of Part (A) of this item are subject to Item 1130.

To Read:

ITEM 1200

RESPONSIBILITY FOR LOSS, DAMAGE, AND DELAY OF MERCHANDISE

(A) RESPONSIBILITY

The Port and tariff participants 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 Port and tariff participants 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 inherent vice 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 agents or the employees of the terminals be involved; nor for delay caused by shortage of qualified labor.

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

The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by User or by others, including but not limited to all persons directly or indirectly employed by the User, or any agents, invitees, contractors, or subcontractors of User, as a result of any condition (including existing or future defects in the terminals or other Port facilities) or occurrence (including failure or interruption of utility service) whatsoever related in any way to the terminals or other Port facilities, and the areas adjacent thereto, or related in any way to User's use or occupancy of the terminals or other Port facilities and of areas adjacent thereto. User agrees to defend and to hold and save the Port harmless from all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with any such items of actual or alleged injury or damage, except when such injury or damage is caused by the negligence of the Port. The User expressly agrees that its duty to defend and indemnify the Port includes negligent acts which are concurrent, contributory, or both by the Port, resulting in said damage or injury, but only to the extent of User's negligence. However to the extent this Agreement is construed to be subject to RCW 4.24.115, and where the injury or damage arises from the concurrent negligence of the Port and User, User's indemnity will only extend to its negligence. User agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus User expressly waives its immunity under industrial insurances, Title 51, as necessary to effectuate this indemnity.

The provisions of Part (A) of this item are subject to <u>Item 1130</u>.

Reads:

ITEM 1420 ELECTRIC CURRENT

Electricity will be furnished at the average KWL rate for the terminal/location based on Seattle City Light rates. Labor for installation is additional at rates named in Ltem 6120. If it is not possible to meter the service, the kilowatt hours of usage will be prorated and determined by the terminal. Subject to Ltem 1040(E).

Note: Fee for electrical hookup and disconnect is during straight time hours. Hookups and disconnects other than during straight time hours are subject to this fee and in addition, Item 6120, Item 6120, Note 1 (overtime rates of pay and minimum callouts based upon applicable labor contracts). Item 6120, in the Port's discretion, be billed on a time and materials basis.

To Read:

ITEM 1420 ELECTRIC CURRENT

Electricity will be furnished at the average KWL rate for the terminal/location based on Seattle City Light rates. Labor for installation is additional at rates named in ltem 6120. If it is not possible to meter the service, the kilowatt hours of usage will be prorated and determined by the terminal. Subject to ltem 1040(E).

Note: Fee for electrical hookup and disconnect is during straight time hours and includes maximum of four straight time hours. Hookups and disconnects other than during straight time hours are subject to this fee and in addition, Item 6120, Note 1 (overtime rates of pay and minimum callouts based upon applicable labor contracts). Electrical Hookups that are more complex in nature or include multiple pieces of equipment may, in the Port's discretion, be billed on a time and materials basis.

Reads:

ITEM 1450

(B) SECURITY FEES - Rates on Security Services Contracted through the Port.

Customers can contract additional security staff through the Port for use at Port Terminals for events, traffic management, and other services.

1. Unarmed Security Guards:

Non-supervisory Security Fee...... \$47.00 per hour (Straight)

(see Notes 1, 2 and 3)

Non-supervisory Security Fee...... \$55.75 per hour (Overtime, Port observed holidays)

(see Notes 1, 2 and 3)

Supervisory Security Fee...... \$72.75 per hour (Straight and Overtime)

(see Notes 1, 2, 3 and 4)

Note (1): Security Hours are rounded up to the nearest hour for billing.

Note (2): Minimum four (4) hours of service per call out per shift.

Note (3): Minimum twenty-four (24) hours advance notice.

Note (4): Fee will apply to 25% total Security fee hours accrued.

2. Armed Security:

Armed security on all Port of Seattle properties SHALL ONLY be provided by Port of Seattle Police at rates and terms provided by scheduler at rate that is set by Police department and that includes benefit cost. There is a four (4) hour minimum and request for services must be made no less than one week in advance of service need.

To Read:

ITEM 1450

(B) SECURITY FEES - Rates on Security Services Contracted through the Port.

Customers can contract <u>additional</u> security staff through the Port for use at Port Terminals for events, traffic management, and other services.

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Reads:

ITEM 5020 WHARF DEMURRAGE

(G) OPEN STORAGE - APPLIES TO TERMINAL 91 ONLY

LOCATION	(SOUTH OF MAGNOLIA BRIDGE)
Open Storage	\$0.70 per square foot per month + tax
-1 3	
LOCATION	(NORTH OF MAGNOLIA BRIDGE)
	\$0.43 per square foot per month + tax

Note: Location and boundaries must be arranged in advance and storage must be located in a location designated by Port. Rate applies to a specific fixed location. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment.

To Read:

ITEM 5020 WHARF DEMURRAGE

(G) OPEN STORAGE - APPLIES TO TERMINAL 91 ONLY

Note: Location and boundaries must be arranged in advance and storage must be located in a location designated by Port. Storage of any vehicles or recreational watercraft must be preapproved by the Port. Rate applies to a specific fixed location. Port reserves the right to require relocation at any time at user's expense upon 24 hours' notice or may reposition and invoice user at cost for labor and equipment.