

REFERENCE MATERIALS:SAMPLE TARIFFS FROM SELECT ALASKAN PORTS
INCLUDING PORT MACKENZIE

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Terminal Tariff No. 10.1

Effective Date: January 1, 2025

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SECTION 1 RULES & REGULATIONS	ITEM NO.
<p>Part 1</p> <p style="text-align: center;"><u>NOTICE TO PUBLIC</u></p> <p>Tariff No. 10.0, enacted on 1 January 2020 is hereby repealed in its entirety and replaced by Tariff No. 10.1 to read as follows:</p> <p>The Port of Alaska, hereafter referred to as the Port, is a Non-Operating Port and is owned by the Municipality of Anchorage. This tariff is published and filed as required by Federal Maritime Commission law and is, therefore, notice to the public, shippers, consignees and carriers that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.</p> <p style="text-align: center;"><u>APPLICATION OF TARIFF</u></p> <p>(a) GENERAL APPLICATION OF TARIFF:</p> <p>This tariff applies to vessels, agents, owners, masters, operators, truckers, contractors, suppliers and all other users. It is also applicable to all piers, wharfs, sheds, yards, buildings, rail lines, roadways and all properties owned and/or operated by the Port.</p> <p>Rates, charges, rules and regulations provided in this tariff will apply to merchandise received at, or shipped from, the facilities or properties operated under the jurisdiction and control of the Port, and specifically to Municipal Terminals, appurtenant structures thereto and waterways under the management of the Port Director, Municipality of Anchorage. Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff.</p> <p>(b) TARIFF EFFECTIVE</p> <p>The rates, charges, rules and regulations named in this tariff, additions, revisions, or supplements thereto shall apply on all freight received at facilities subject to this tariff on and after revisions, or supplements, thereto. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revisions, or supplements thereto, shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn.</p> <p>Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this tariff apply to vessels, shippers and consignees of Bulk Petroleum Products, and hose watch operators.</p> <p style="text-align: center;">(Continued on next page)</p>	100
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<p data-bbox="472 296 1003 327" style="text-align: center;">APPLICATION OF TARIFF (Continued)</p> <p data-bbox="142 363 586 394">(a) ACCEPTANCE OF TARIFF:</p> <p data-bbox="142 430 1336 527">The use of the wharves, facilities or any other part of the terminal by anyone is conditional upon strict adherence to all applicable rules and regulations of government or port authorities:</p> <ul data-bbox="188 562 1021 699" style="list-style-type: none">• Federal, State & Local Government Laws and Regulations• Municipal Government Laws & Rules• Port of Alaska Rules and Regulations• Other Regulatory Agencies or Authorities' Rules & Regulations <p data-bbox="142 735 1336 795">Furthermore, use of these facilities shall be deemed an acceptance of this tariff and the terms and conditions as outlined.</p>	100
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Part 2 EXPLANATIONS OF ABBREVIATIONS IN TARIFF <div> <div> B.M. - Board Measure Bbl. - Barrel Bdl. - Bundle C.L. - Carload Cs. - Case Crt. - Crate Ctn. - Carton Cu. ft. - Cubic Foot or Feet Dkg. - Dockage Ea. - Each F.F. - Folded Flat F.M.C. - Federal Maritime Commission Gals. - Gallons Hdlg. - Handling Inc. - Incorporated K.D. - Knocked Down K.D.F. - Knocked Down Flat Lb. - Pound L.C.L. - Less Than Carload Ldg. - Loading Lgth. - Length LOA - Length Overall MBM - 1000-foot Board Measure Meas. - Measurement MHHW - Mean Higher High Water </div> <div> MHW - Mean High Water Min. - Minimum Misc. - Miscellaneous MLLW - Mean Lower Low Water MLW - Mean Low Water MSL - Mean Sea Level MTL - Mean Tide Level No. - Number N.O.S. - Not Otherwise Specified Par. - Paragraph Pkg. - Package Port - Port of Alaska POL - Petroleum, Oil, and Lubricants (terminal) S.U. - Set-up Sq. ft. - Square Foot or Square Feet Stg. - Storage Term'l - Terminal Ton - Short ton of 2,000 pounds Unldg. - Unloading US - United States of America USCG - United States Coast Guard W.R. - Warehouse Receipt Wt. - Weight Yd. - Yard Viz. - Videlicet (examples, list) </div> </div>		120
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<p style="text-align: center;">DEFINITIONS</p> <p>1. AFFREIGHTMENT: a contract with a ship owner to hire all or part of his ship for the carriage of goods. Such a contract generally takes the form of a charter party or bill of lading.</p> <p>2. BEAM: the greatest overall width of a vessel.</p> <p>3. BILL OF LADING: a document by which the master of a ship acknowledges having received in good order and condition (or the reverse) certain specified goods consigned to some particular shipper, and binds the master to deliver them in similar condition – unless the perils of the sea, fire, or enemies prevent this – to the consignees of the shipper at the point of destination on their paying the master the stipulated freight.</p> <p>4. BULK CARGO: cargo that is loaded and carried in bulk without mark or count in a loose unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to the requirements of this part.</p> <p>5. BUSINESS ENTITY: any person, firm, association, organization, partnership, business trust, corporation, company or any other business entity.</p> <p>6. CARLOADING OR UNLOADING: the service performed to load cargo from wharf premises, or other such terminal premises designated by the Port Director to be used for such purposes, to or from railroad cars, trucks, trailers, semi-trailers from or to wharf premises to other terminal premises.</p> <p>7. COMMISSION: Federal Maritime Commission</p> <p>8. CONSIGNEE: the recipient of cargo from a shipper, individuals or business entities to whom a transported commodity is to be delivered.</p> <p>9. CONTAINER: a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes or pallets.</p> <p>10. DAYS: when calculating dockage rates, a 24-hour period starting when first line is secured; otherwise, calendar days.</p> <p>11. DELINQUENT LIST: record of vessels, their owners or agents, or other users of the Port who have failed to pay charges within thirty (30) days after date of invoice or who have not furnished proper cargo statements to the Port Director.</p> <p style="text-align: center;">(Continued on next page)</p>	120
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<p align="center">DEFINITIONS (Continued)</p> <p>12. DEMURRAGE: a separate freight charge, in addition to ordinary shipping costs, which is imposed according to the terms of a carriage contract upon the person responsible for unreasonable delays in loading or unloading cargo. In maritime law, demurrage is the amount identified in a charter contract as damages payable to a ship owner as compensation for the detention of a ship beyond the time specified by a charter party for loading and unloading or for sailing.</p> <p>13. DERELICT: any watercraft moored or otherwise located within the Port which is forsaken, abandoned, deserted or whose owner fails to contact the Port Director within seven (7) days after written notice declaring the watercraft to be abandoned is attached to said watercraft.</p> <p>14. DIRECT LOADING OR UNLOADING: the service accorded to cargo in transferring cargo by ship's tackle between ship and open top railroad cars, vehicles, pipeline or water, raft, barge, lighter, or other waterborne vessels; or open top trucks, trailer beds or bodies, which are spotted within reach of ship's tackle or terminal's tackle.</p> <p>15. DOCKAGE: the charge assessed to a vessel for docking at a wharf, dock, pier or other facility, or for mooring to a vessel so docked.</p> <p>16. DUNNAGE: loose wood or other material used in a ship's hold for the protection of cargo and specified items approved by the Anchorage Port Commission (see Part 9,7).</p> <p>17. FLOATING DOCKS/FLOATS: docks/floats equipped with or without gangways that are secured to the appurtenance for the use of small vessels.</p> <p>18. FOREIGN COMMERCE: commerce under the jurisdiction of the Foreign Commerce Act.</p> <p>19. FOREST PRODUCTS: including, but not limited to, lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets, liquid or granular by-products derived from pulping and papermaking, and engineered wood products.</p> <p>20. FREE TIME: amount of time cargo may remain at a terminal at no charge to the shipper.</p> <p>21. GANGWAY: a narrow, portable platform used as a passage by persons entering or leaving a vessel moored alongside a quay or pier.</p> <p>22. HANDLING: the service accorded to cargo movement from end of ship's tackle or terminal's tackle to the first place of rest on the wharf or other terminal premises designated by the Port Director to be used as the first place of rest, or from such first place of rest on the wharf or other such terminal premises to a place within reach of ship's tackle or terminal's tackle.</p> <p align="center">(Continued on next page)</p>	120
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<p style="text-align: center;">DEFINITIONS (Continued)</p> <p>23. HOLIDAYS: whenever in this tariff reference is made to holidays the following days are included: New Year's Day, Martin Luther King Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and every other day appointed by the President of the United States of America and/or the Governor of Alaska. In the event that one of the above-mentioned holidays occurs on Saturday, the previous Friday will be considered a holiday for the purpose of this tariff. In the event that one of the above-mentioned holidays occurs on Sunday, the following Monday will be considered a holiday for the purpose of this tariff.</p> <p>24. INDUSTRIAL PARK: those parcels of real property adjacent to the Municipal Terminal, which organizations with business interests at the Port may lease/rent from the Municipality.</p> <p>25. LADDER: a metal, wooden or rope stairway.</p> <p>26. LENGTH OVERALL: the overall length of a watercraft measured from the most forward point at the beam to the aftermost part of the stern of the watercraft.</p> <p>27. MANIFEST: a detailed statement of a vessel's cargo, giving the bills of lading numbers, marks, number of packages, names of shipper, names of consignee, weight or total measurement of goods, rate of freight and where payable. Such a statement is sent by the owners or brokers at port of shipment to their agents at destination port.</p> <p>28. MOORAGE: fee assessed for the use of mooring stations, buoys or anchorages.</p> <p>29. MOORAGE RATES: generally, less than dockage or berthing fees. They are applied toward the monitoring or anchorage safety, shuttle services, dredging and maintaining of mooring buoys and anchorage areas including navigation aids.</p> <p>30. MOORING: to secure a ship or vessel or any floating object in a particular place by weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard a watercraft as part of it.</p> <p>31. MOTOR VEHICLE: a wheeled vehicle whose primary purpose is ordinarily the non-commercial transportation of passengers, including an automobile, pickup truck, minivan, or sport utility vehicle.</p> <p>32. MUNICIPAL DOCK: the concrete operating wharves and their associated facilities, such as cranes, transit sheds and access trestles permanently affixed thereto.</p> <p>33. MUNICIPAL TERMINALS: the Municipal Docks, Petroleum Docks, Transit Areas and their associated facilities, such as access roads, railroad tracks and the adjacent storage areas necessary to conduct normal dock or cargo handling operations.</p>	120
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<p style="text-align: center;">DEFINITIONS (Continued)</p> <p>34. NON-OPERATING PORT: means a landlord port with all port facilities generally leased, rented or preferentially assigned with the lessee, rental permittee or assignee responsible for operating the facilities.</p> <p>35. OPERATING PORTS: generally, provide all port services except stevedoring with their own employees including, but not limited to, loading and unloading of rail cars and trucks and the operation of container terminals, grain elevators, and other bulk terminal operations.</p> <p>36. LIMITED-OPERATING PORTS: lease facilities to others but continue to operate one or more facilities with port employees. These operated facilities may be specialized terminals, such as grain elevators, bulk terminals, container terminals, etc.</p> <p>37. OVERSTOWAGE: faulty loading, as when cargo for the second port of discharge is stowed above cargo for the first port and therefore the latter cannot be discharged at its destination.</p> <p>38. PETROLEUM TERMINALS: means the Petroleum Terminals of the Port which are the steel and concrete breasting platforms, pipe racks, walkways, dolphins and appurtenant structures located immediately south of the Municipal Dock.</p> <p>39. POINT OF REST: Point of Rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.</p> <p>40. PORT: a place at which a common carrier originates or terminates (by transshipment or otherwise) its actual ocean carriage of cargo or passengers as to any particular transportation movement. For purposes of this document, Port also means the Port of Alaska further defined as the enterprise department of the Municipality of Anchorage responsible for governing operations on the Municipally owned land and waterside facilities located upon:</p> <ul style="list-style-type: none"> • Tracts H and I, as shown on sheets 1 through 4 of Plat number 2011-59 • Tract J, as shown on sheets 1 through 2 of Plat number 2012-19 • Lots 7B, 8B and 8C, as shown on sheets 1 and 2 of Plat number 71-32 • A lease lot south of and adjacent to Tract H leased to the Port of Anchorage from the Alaska Railroad Corporation via ARRC Contract No. 6434 <p>and tidal waters within the corporate limits of the Municipality, exclusive of those areas which are within the exclusive jurisdiction of either the state or the United States.</p> <p>41. PORT DIRECTOR: The Director of the Don Young Port of Alaska or their designee.</p>	120
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<p style="text-align: center;">DEFINITIONS (Continued)</p> <p>42. PORT FACILITIES: all docks, floats, berths, wharves, and other landing, launching, mooring, cargo or other facilities located within or otherwise under the management of the Port.</p> <p>43. SILTATION: Sediment resulting from accelerated erosion which is settleable and/or capable of removal in favorable conditions by properly designed, constructed, and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.</p> <p>44. TERMINAL OPERATOR: a person or company engaged in the United States or a commonwealth, territory, or possession thereof, in the business of furnishing wharfage, dock, warehouse or other terminal facilities or services in connection with a common carrier, or in connection with a common carrier and a water carrier subject to Subchapter II of Chapter 135 of Title 49, United States Code. A marine terminal operator includes, but is not limited to, terminals owned or operated by states and their political subdivisions; railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and agents thereof who operate port terminal facilities.</p> <p>45. TERMINAL OPERATOR PERMIT: a permit issued by the Municipality of Anchorage for an agency/entity to perform one or more of the following marine related services or operations at the Port of Alaska: petroleum transfer operations; general cargo operations; dry bulk cargo operations; out loading of cargo from first place of rest within Port transit areas; vessel servicing; fish handling operations; and passenger operations.</p> <p>46. TRANSSHIPMENT: the transfer of goods from the vessel stipulated in the contract of affreightment to another vessel before the place of destination has been reached.</p> <p>47. VESSEL: ships or crafts of all types, including, but not limited to, the following: motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motorboats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means.</p> <p>48. VESSEL OWNER: the actual or registered owner, charterer, master, agent, person in navigational control or person responsible for the operation of the vessel.</p> <p>49. WATERCRAFT: any vessel, including but not limited to houseboats, floatplanes, waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adopted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the Port or moored at any place within the Port.</p> <p>50. WHARFAGE: the charge assessed against any freight, cargo, goods placed in a transit shed or on a wharf, or passing through, over or under a wharf or Municipal terminal; or transferred between vessels or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, or piling of freight or charges for any other services.</p>	120

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CLASSIFICATION OF TRAFFIC

Coastwise Trade: All traffic between West Coast ports of the United States and Alaska.

Inter-Coastal Trade: All traffic between ports of the United States, other than West Coast ports, and Alaska.

Intra-Alaska Trade: Traffic between points in Alaska.

Foreign Trade: All traffic between ports outside the United States and Alaska.

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<p>Part 3</p> <p style="text-align: center;">ENVIRONMENTAL PARAMETERS</p> <p>TIDES</p> <p>The Cook Inlet has one of the highest tidal ranges in North America. There is an active National Oceanic and Atmospheric Administration (NOAA) tidal station located at the Port. Tide information is published and available from NOAA. NOAA publishes the following tidal statistics for the Port:</p> <table> <tr> <td>Highest Observed Water (10/24/1980)</td><td>34.55 feet</td></tr> <tr> <td>Mean Higher High Water (MHHW)</td><td>29.00 feet</td></tr> <tr> <td>Mean High Water (MHW)</td><td>29.00 feet</td></tr> <tr> <td>Mean Sea Level (MSL)</td><td>16.45 feet</td></tr> <tr> <td>Mean Tide Level (MTL)</td><td>15.29 feet</td></tr> <tr> <td>Mean Low Water (MLW)</td><td>2.29 feet</td></tr> <tr> <td>Mean Lower Low Water (MLLW)</td><td>0.00 feet</td></tr> <tr> <td>Lowest Observed Water (03/25/1967)</td><td>-6.21 feet</td></tr> </table> <p>TIDAL CURRENTS</p> <p>Tidal current information is published and available from NOAA and can be found at Station Home Page - NOAA Tides & Currents</p> <p>ICE</p> <p>Ice can be present in the Cook Inlet from November through April. The ice can form in pans of several acres in size and several feet thick. Ice conditions in the Cook Inlet are monitored and reported by NOAA. The USCG annually publishes ICE GUIDELINES for Cook Inlet. Copies are available upon request. Ice forecasts can be found at https://www.weather.gov/afc/ice.</p> <p>WIND</p> <p>High winds that may affect vessel and dock operations are to be expected.</p> <p>WAVES</p> <p>Significant wave heights of 4.0 feet from the west and 4.5 feet from the north have been estimated. Extreme wave heights of 6.5 feet are possible.</p> <p>TEMPERATURE</p> <p>Temperatures at the Port can range from 85 degrees Fahrenheit in the summer to -40 degrees Fahrenheit in the winter.</p>	Highest Observed Water (10/24/1980)	34.55 feet	Mean Higher High Water (MHHW)	29.00 feet	Mean High Water (MHW)	29.00 feet	Mean Sea Level (MSL)	16.45 feet	Mean Tide Level (MTL)	15.29 feet	Mean Low Water (MLW)	2.29 feet	Mean Lower Low Water (MLLW)	0.00 feet	Lowest Observed Water (03/25/1967)	-6.21 feet	130
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<p style="text-align: center;">ENVIRONMENTAL PARAMETERS (Continued)</p> <p>DEPTH OF WATER</p> <p>The waters of the Cook Inlet are heavily loaded with silts and sediments that originate from the numerous glacially fed rivers and streams that empty into the Inlet. Two glacial rivers, the Knik and Matanuska, feed the Knik Arm of the Cook Inlet near the Port.</p> <p>The US Army Corps of Engineers maintains the navigation channels to the Port thorough an annual dredging program with the following goals:</p> <ul style="list-style-type: none"> Federally authorized depth at the dock face: -35 feet MLLW Federally authorized depth at the Knik Arm Navigation Channel: -38 feet MLLW <p>Seasonal shoaling and sedimentation are likely. Dredging operations are conducted in the ice-free months and depth information is regularly updated. Vessels are advised to contact the US Army Corps of Engineers, Alaska District Civil Works Division for the latest soundings on Knik Arm Navigation Channel and alongside the dock, and closely coordinate operations with the tide cycles paying special attention to low or minus tides.</p> <p>WINTER USE OF THE PORT</p> <p>The Port is open year-round. However, extreme temperatures, winter siltation, and ice provide a number of challenges during the winter months. Ice in the navigation channel and at the berths can cause difficulty in maneuvering and can exert unusually high mooring line forces. Winter siltation may cause decreases in available draft. Machinery, including fuel systems, cooling systems, winches, anchors, ballast water systems, and other auxiliary systems must be winterized and maintained in a state for use in the extreme environment. Tug assistance aids in mitigating these conditions.</p> <p>The US Coast Guard (USCG) Captain of the Port (COTP) has published operating guidelines for ice conditions in Cook Inlet. Copies of this document are available from the USCG.</p> <p>NOTE: SECTION 1, PART 5, PARAGRAPH 1 APPLIES IN FULL.</p>	130

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<p data-bbox="154 415 245 449">Part 4</p> <p data-bbox="698 451 860 485">SECURITY</p> <p data-bbox="154 520 1372 588">The Port maintains compliance with the Maritime Transportation Security Act (MTSA) 33CFR Chapter 1-USCG, United States Department of Homeland Security.</p> <p data-bbox="154 623 1372 823">Entry upon Port property or docking at the terminal by a person or vessel shall be regarded as constituting an agreement to comply with all rules, regulations and security requirements. All people entering the Port must have government issued photo ID and be prepared to pass through a security screening facility. Port employees or stakeholder employees working on Port grounds must undergo a security training session, receive a Port of Alaska Proximity Access Card, and secure a Transportation Worker Identity Credential.</p>	<p data-bbox="1446 646 1495 680">140</p>

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<p>Part 5</p> <p style="text-align: center;">GENERAL RULES AND REGULATIONS</p> <p>1. LIABILITY FOR LOSS OR DAMAGE</p> <p>(a) RESPONSIBILITY LIMITED: No persons other than employees or agents of the holder of an authorized Terminal Operator Permit shall be permitted to perform any services on the wharves or premises of the Port, operated under the authority of the Anchorage Port Commission, except upon written authorization of the Port Director. The Port will not be responsible for any loss, damage, injury or death, including but not limited to, loss, damage, injury or death caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, siltation, erosion, evaporation, natural shrinkage, wastage or decay, animals, rats, mice, or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire systems, collapse of building or equipment, or by floats, logs or pilings required in breasting vessels away from wharf, nor will it be liable for any loss, damage, injury or death or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in service of others or from any consequences arising here from, except the Port shall not be relieved from liability for its own negligence.</p> <p>(b) HOLD HARMLESS AND INDEMNITY: Except for that portion resulting from the negligence of the Port, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the Municipality of Anchorage, Port of Alaska harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or rise from or grow out of use of Port facilities.</p>	150

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<p style="text-align: center;">GENERAL RULES AND REGULATIONS (Continued)</p> <p>(c) FORCE MAJEURE: Any delay or failure in the conduct of business covered herein shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this document, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods and/or tidal conditions, hydrological dynamics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of the vessel owner/operator or their suppliers/contractors, that prevent performing normal operations at the Port, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Tariff.</p> <p>(d) OWNERS RISK: All watercraft, when permitted by the Port Director to be moored at wharves or alongside of vessels, are at owner's risk for loss or damage</p> <p>2. RIGHTS OF PORT</p> <p>(a) BOARDING OF VESSEL: The Port Director may enter upon and inspect any vessel in berth at its terminal.</p> <p>Purposes include:</p> <ul style="list-style-type: none"> • Determining kind and quantity of cargo aboard • Identifying safety or security concerns <p>No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.</p> <p>(b) INSURANCE:</p> <ol style="list-style-type: none"> (1) Rates named in this tariff do not include insurance of any kind. (2) The Port reserves the right to request insurance certificates for operators on the terminal to confirm they have required levels. (3) The Port can specify additional insurance for operations or terminal users if deemed necessary. <p>(c) RIGHTS RESERVED: Right is reserved by the Port to furnish all equipment, supplies and materials and to perform all services in connection with the operation of terminals under rates and conditions named herein.</p>	150


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<p style="text-align: center;">GENERAL RULES AND REGULATIONS (Continued)</p> <p>(d) RIGHT TO REFUSE FREIGHT: Right is reserved by the Port, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit any vessel to discharge at Municipal Terminals or appurtenant premises:</p> <ol style="list-style-type: none"> (1) Freight for which previous arrangements for berthing space have not been made in accordance with the rules and regulations as prescribed in Section 1, Part 6, Paragraph 3; and Section 1, Part 9, Paragraph 6. (2) Freight for which previous arrangements for receiving, unloading, or handling have not been made by shipper, consignee or carrier. (3) Freight deemed extra offensive, perishable or hazardous. (4) Freight, the value of which may be determined as less than the probable terminal charges. (5) Freight, not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at the discretion of the Port and all expense, loss or damage incident thereto shall be for the account of the shipper, consignee, owner, or carrier. <p>(e) RIGHT TO REQUIRE VESSEL TO RELOCATE: The Port maintains the right to determine the placement of vessels at the Port terminal.</p> <ol style="list-style-type: none"> (1) Right is reserved by the Port to order a vessel to move. Any expenses arising from said move may be charged to the vessel. These charges may include but are not limited to: labor, cranes, tugs, equipment, and damages. (2) Vessels are required to have sufficient personnel on board to move the vessel in case of emergency and for protection of the vessel and property. <p>(f) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE FREIGHT: Hazardous or offensive freight which, by its nature, is liable to damage other freight, may be immediately removed to other locations or receptacles with all expense and risk for loss or damage charged to the account of the owner, shipper, agent, or consignee.</p> <p>(g) RIGHT TO HANDLE ABANDONED FREIGHT: Freight remaining after the sailing of a vessel may be moved to other locations or receptacles or removed to public or private warehouse with all expense and risk of loss or damage charged to the account of the owner, shipper, consignee, agent, or carrier as responsibility may appear.</p> <p>(h) RIGHT TO WITHHOLD DELIVERY OF FREIGHT: Right is reserved by the Port to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full. At the Port Director's discretion, any and all such freight may be placed in public or private warehouse with all cost of removal and subsequent handling and storage charged to the account of the owner of the freight.</p>	150

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<p align="center">GENERAL RULES AND REGULATIONS (Continued)</p> <p>(i) RIGHT TO SELL FOR UNPAID CHARGES: Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs, provided such sale has been publicly advertised. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed reasonable time.</p> <p>(j) EXPLOSIVES: The acceptance, handling or storage of explosives or excessively flammable material shall be governed by rules and regulations of Federal, State and local authorities.</p> <p>(k) OWNERS RISK: All watercraft, if and when permitted by the Port Director to be moored at wharves or alongside of vessels, are at owner's risk for loss or damage.</p> <p>(l) VESSEL DETENTION: If a vessel damages any properties, utilities, equipment, buildings, etc., the vessel may be detained by the Port until sufficient security has been posted to cover the actual or estimated financial liability for such damages.</p> <p>(m) PARKING: Privately owned vehicles must have express permission from the Port Director to be on Port property and are permitted to park within designated parking areas only. Parking is done entirely at the risk of the owner and/or operator of the vehicle and the Port reserves the right to remove all vehicles not properly parked at owner's risk and expense.</p> <p>The above rights and provisions are subject to Part 5, 1 (a) & (b).</p> <p>3. SHIPPERS' REQUESTS AND COMPLAINTS</p> <p>Shipper requests and complaints may be made by any shipper by filing a written statement with the Port Director, Port of Alaska, 1871 Anchorage Port Road, Anchorage, Alaska 99501</p> <p>4. DEMURRAGE OR DELAYS</p> <p>No responsibility for any demurrage or delays whatsoever, on vehicles, rail cars or vessels, will be assumed by the Port.</p> <p>This provision is subject to Part 5, 1 (a) & (b).jj</p>			150
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<p style="text-align: center;">GENERAL RULES AND REGULATIONS (Continued)</p> <p>5. DELAYS – NO WAIVER OF CHARGES</p> <p>Delays which may be occasioned in loading, unloading, receiving or delivering freight as a result of equipment failure or breakdown or of combinations, riots or strikes of any persons or arising from any other cause not reasonably within the control of the Port, will not excuse the owners, shippers, consignees or carriers of the freight from full wharf demurrage or other terminal charges or expenses which may be incurred under conditions stated herein.</p> <p>This provision is subject to Part 5, 1 (a) & (b).</p> <p>6. MANIFESTS REQUIRED OF VESSELS</p> <p>Prior to vessel arrival, masters, owners, terminal operators, agents, or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignor and the weights or measurements of all freight loaded or discharged at the facilities of the Port. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.</p> <p>7. SAFETY, SANITATION AND HOUSEKEEPING</p> <p>(a) SAFETY AND SANITATION: Users/Operators of Port facilities will be required to comply with all safety and sanitation rules applicable on structures and facilities of the Port as required by Federal, State, local law and the Port.</p> <p>(b) Rubbish and refuse of other materials must, upon demand, be removed from the terminal by the persons placing it there.</p> <p>(c) If the user/operator does not properly clean property used, the Port Director shall order the work performed and the user/operator will be billed at cost, including 15 percent overhead.</p> <p>(d) No rubbish or materials of any kind shall be dumped overboard from vessels or wharves.</p> <p>(e) Vessels may not discharge fluids overboard.</p>	150
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SECTION 1 RULES & REGULATIONS	ITEM NO.
<p style="text-align: center;">GENERAL RULES AND REGULATIONS (Continued)</p> <p>(f) International Shore Connection – All vessels 500 tons and above calling on port terminals, and in international service, must have at least one international shore connection for fire system connection per in accordance with SOLAS Chapter II-2, regulation 10.2.1.7 and 46 CFR 108.427, 46 CFE 105.01-3 and in conformance with ASTM F 111 design standards. The location(s) of the unit(s) shall be properly marked and identified to terminal personnel. The systems shall be equipped with a cutoff valve and check valve for each connection; and facilities available enabling the connection to be used on either side of the unit connecting it to the vessel's fire main.</p> <div style="text-align: center;">  </div> <p>8. RESPONSIBILITY FOR PROPERTY DAMAGE</p> <p>Damaged Port property and facilities must be reported immediately to the Port Director. The initial reporting of damages should be communicated by the most expeditious means, followed in writing. Owners/operators damaging Port property will be responsible for repairs. Should the repairs be undertaken by the Port, the owners/operators will be billed for repairs to damaged property at cost, including 15 percent over head.</p> <p>9. SMOKING PROHIBITED</p> <p>No smoking shall be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Director, from the further use of any wharf and, in addition, shall be subject to prosecution under applicable Federal, State and local Laws.</p>	150
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SECTION 1 RULES & REGULATIONS	ITEM NO.
<p>Part 6</p> <p style="text-align: center;">Rates</p> <p>1. RESERVATIONS OF AGREEMENT RIGHTS</p> <p>Right is reserved by the Port to enter into agreements with carriers, shippers, consignees and/or their agents concerning rates and services, providing such agreements are consistent with existing local, state and national law governing the civil and business relations of all parties concerned.</p> <p>CAUTION: A vessel's hull must not extend past their reserved berth limit if the vessel's position will not allow the full usage of the adjacent berth. If the vessel is required to shift into their assigned berth's limit, all associated costs may be the responsibility of the shifting vessel.</p> <p>2. APPLICATION OF RATES</p> <p>(a) Except as otherwise provided, rates apply per 2,000 pounds, or per 40 cubic feet as rated by ocean carrier, or per M.B.M., or 42 gallons per barrel of bulk petroleum products corrected to 60 degrees Fahrenheit, or 376 pounds per barrel of bulk cement.</p> <p>(b) RATES ARE SPECIFIC: Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."</p> <p>(c) PREFERENTIAL USER AGREEMENTS (PUA): The Port reserves the right to negotiate preferential user rates and terms (i.e., a reduced charge for dockage, wharfage, and real estate) with requesting users who agree to provide profitable long-term business arrangements with the Port, guided by the following criteria:</p> <ol style="list-style-type: none"> 1. One or more years of frequent and recurring business upon which PUA terms and conditions can be baselined. As a minimum, terms and conditions will be based upon: <ol style="list-style-type: none"> (a) An acceptable guaranteed minimum number of annual port calls. (b) An acceptable guaranteed minimum quantity of tonnage across the docks. (c) Agreement that if the set minimums are not met, that published tariff dockage and wharfage rates will apply for the following year. 2. If not already a port tenant, agreement of the applicant to participate as a member of the Port Security Committee, to be a participant in the Port's cost-sharing of the security services contract, and to abide by the assigned user cost of the security services contract as calculated by the formula agreed to by all other port users. <p>NOTE: There is no requirement for PUAs to be standardized, beyond those requirements mandated in Municipal Code to be so. Rather, terms and conditions will be tailored to each individual applicant.</p>	160

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<p style="text-align: center;">RATES (Continued)</p> <p>3. METHOD OF PAYMENT AND PENALTIES</p> <p>(a) RESPONSIBILITY FOR CHARGES, PREPAYMENT: All charges for services rendered by the Port or for the use of terminal facilities are due and payable cash in advance of such services or use, as follows:</p> <ol style="list-style-type: none"> 1. For all charges to the vessel, from its owners or agents before a vessel commences it's loading or discharging. 2. For all charges to the cargo, from a vessel owner, charterer, shipper or consignee before the cargo leaves the custody of the terminal. 3. For all charges on perishable goods or freight of doubtful value or household goods. <p>(b) TIME OF PREPAYMENT, ACCEPTABLE SECURITY, REFUND OF EXCESS: Terms of payment for all applicable Port charges shall be cash-in-advance. A cash deposit or acceptable security in an amount equal to 125 percent of the estimated applicable charges shall be required to be posted with the Port, four days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. Wherever a cash deposit has been posted, any excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the posting party.</p> <p>(c) WAIVER OF PREPAYMENT REQUIREMENT: The Port, in its sole discretion, may waive the cash-in-advance requirement 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 and:</p> <ol style="list-style-type: none"> 1. The responsible party's credit worthiness as established is acceptable to the Port; or 2. Adequate security, acceptable to the Port, in an amount equal to 125 percent of the applicable estimated Port charges has been posted; or 3. The agent requesting the berth or another entity acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges. The Port retains the right in its sole discretion to determine whether a responsible party or an agent is credit worthy. 	160

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<p data-bbox="623 415 919 451" style="text-align: center;">RATES (Continued)</p> <p data-bbox="191 485 1373 590">(d) COMPLIANCE WITH CONDITIONS OF BERTH RESERVATION: Use of Port facilities and services shall comply with the Conditions of Berthing set forth in Section 1 Part 9 Paragraph 6.</p> <p data-bbox="191 625 1373 829">(e) PENALTY CHARGES ON DELINQUENT ACCOUNTS: All invoices will be declared delinquent thirty days after the date of the invoice and, as such, will be charged a penalty charge of \$25.00 per month for each additional thirty-day period in which the invoice is past due or not fully paid, up to a maximum penalty of \$250.00. All extra expense, including legal expense, litigation cost, or costs of agents employed to affect collection shall also be assessed to, and payable to, such accounts.</p>	160

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SECTION 1 RULES & REGULATIONS	ITEM NO.
<p data-bbox="142 415 230 451">Part 7</p> <p data-bbox="706 483 841 518">HAZMAT</p> <p data-bbox="142 552 1373 617">(a) Neither Class 1 (explosive) nor Class 7 (radioactive) hazardous cargoes may remain on the terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel.</p> <p data-bbox="142 651 1373 751">(b) Shippers of dangerous cargoes are required to comply with all the requirements in the tariff; as well as for procuring all permits required in accordance with federal code, state statutes and regulations, and local ordinances.</p> <p data-bbox="142 785 1036 821">(c) Shippers must present necessary permits from proper authorities.</p>	<p data-bbox="1451 613 1498 648">170</p>

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<p>Part 8</p> <p style="text-align: center;">BULK PETROLEUM PRODUCTS</p> <p>(a) APPLICATION OF TARIFF: Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this Tariff apply to vessels, shippers, consignees of Bulk Petroleum Products, and hose watch operators.</p> <p>(b) CLEARING PETROLEUM LINES: Shippers, consignees or vessels and persons in charge thereof are responsible for providing means to assure the proper flow of products. Shippers, consignees or vessels and persons in charge thereof will be responsible for clearing all petroleum products, other liquid products, compounds, and residues from lines located on or adjacent to the Petroleum Terminal after vessel completes loading or discharging unless otherwise authorized by the Port Director. In the event the Port performs any of the above-named services, any applicable costs will be billed to shipper, consignee or vessel at cost plus 15 percent overhead.</p> <p>(c) REGULATIONS GOVERNING PETROLEUM PRODUCTS: The transfer of bulk petroleum products shall be governed by applicable Federal, State and local laws, regulations, permits and ordinances/regulations including Port of Anchorage Bulk Petroleum Transfer Procedures Manual rules.</p> <p>(d) HOUSEKEEPING: Flammable liquids leaked or spilled on wharves shall be cleaned up immediately. Vessel operators or their agents shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids. Spillage from disconnected lines shall be the responsibility of the petroleum terminal operator, vessel owner/operator and/or their agents. All spills must be reported to the Port Director and regulatory authorities immediately.</p> <p>(e) POL crane and hoses before loading or discharging maintained by the Port of Alaska. POL crane and hoses shall meet OSHA requirements. Training of personnel who are operating should be available upon request.</p> <p>(f) DEPARTURE AFTER LOADING OR DISCHARGING: Any vessel, after having discharged or loaded any petroleum product must immediately haul away from dock, pier or wharf and depart unless otherwise authorized by the Port Director.</p> <p>(g) POL CRANE USAGE AFTER DISCHARGE/LOADING OPERATIONS: Upon completion of departure inspection between the Port and the Petroleum Terminal Operator Permit holder, any additional use of the POL cranes is subject to separate written agreement.</p> <p>(h) Hose watch companies performing POL crane operations for the purpose of vessel servicing shall be subject to the electric hose handling derrick crane tariff rate.</p>	180

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SECTION 1
RULES & REGULATIONSITEM
NO.**Part 9****USE OF TERMINAL****1. BERTHING**

Vessels berthing or departing piers or wharves subject to this tariff must use sufficient tugs so that vessel can be berthed or removed in a safe manner.

2. ALLOWABLE VESSEL APPROACH VELOCITY

The fendering system at the Port is designed for the following conditions:

Vessel Displacement	Allowable Approach Velocity Perpendicular to Dock Face		
	Knots	Feet/Minute	Feet/Second
Long Ton*			
30,000 or less	0.21	21	0.36
30,000 to 50,000	0.16	16	0.28
50,000 to 70,000	0.14	14	0.23
Greater than 70,000	0.1	10	0.18

*One long ton equals 2,240 pounds.

These velocities shall not be exceeded. Tug assist may be required.

3. MOORING LINE LOAD GUIDELINES

There are three general types of mooring points at the Port: double bitt bollards, single bitt bollards, and 36-inch cleats. The allowable line loads for these are listed below:

- 36-inch cleat – allowable line load 30,000 pounds
- Single bitt bollard – allowable line load 50,000 pounds
- Double bitt bollard – allowable line load 50,000 pounds per post

24-Hour Line Tending: Due to the extreme tide range and strong currents in the Cook Inlet, 24-hour mooring line tending is mandatory for all vessels moored at the Port.

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SECTION 1
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ITEM
NO.

USE OF TERMINAL (Continued)

4. PIERS AND TRESTLES DECK LOAD GUIDELINES

- (a) Cargo shall be stacked on the piers to produce a uniform load no greater than the limits as prescribed in the table below.
- (b) Sharp or angular loads shall be cushioned with timber or rubber tire dunnage to protect the deck from damage or marring. Any damage to the deck from loading shall be repaired at no cost to the Port.
- (c) Cargo shall not be stacked or stored on the approach trestles. Cargo shall not be stacked or stored at the petroleum terminals. Cranes and heavy loads will be evaluated and permitted on a case-by-case basis.

Table 1 Piers and Trestles Deck Load Guidelines

Terminal	Area	Uniform Lbs./SF	Vehicle Load	Crane Load
POL 1	South Pier Extension	600	HS-20 S16 44	30 Tons
	Loading Platform	400	HS-20 S16 44	
	Roadway Bridge		HS-20 S16 44	
	Walkway Bridge	100	None	
	Trestle 1A	200		
POL 2	Dock	400	HS20 44	
	Walkway	100	None	
Terminal 1	Dock	600	HS-20 S16 44	30 Tons
	West Trestle	0	Pedestrian Only	
	East Trestle	200	HS-20 S16 44	
	Trestles 1 and 1B	200	HS-20 S16 44	
	Crane Turnout	350	HS-20 44	38 kip per wheel, 3 wheels at 2' 11" OC 72 kip per wheel, 3 wheels at 2'-11" OC, bents A and D only

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USE OF TERMINAL (Continued)

Terminal	Area	Uniform Lbs/SF	Vehicle Load	Crane Load
Terminal 2	Dock Phase 1	600	HS-20 S16 44	71 kip per wheel, 6 wheels at 5' OC 72 kip per wheel, 3 wheels at 2.5' OC
	Dock Extension	650	HS-20 44	71 kip per wheel, 6 wheels at 5' OC 72 kip per wheel, 3 wheels at 2.5' OC
	Trestle 2	200	HS-20 44	
Terminal 3	Dock	650	HS-20 44	71 kip per wheel, 6 wheels at 5' OC 72 kip per wheel, 3 wheels at 2.5' OC
	Trestle 3, 3A & 3B	200	HS-20 44	
	Trestle 3C	600	HS-25	140-ton truck crane

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5. DOCKAGE

- (a) **DOCKAGE PERIOD – CALCULATION:** Dockage shall commence when a vessel's first line is made fast to a wharf, pier or other facility, or when a vessel is moored to another vessel so berthed and shall continue until such vessel is completely freed from and has vacated the berth. No deductions will be made for Sundays or holidays.
- (b) **BASIS FOR COMPUTING CHARGES:** Dockage charges will be assessed on the length-over-all of the vessel. For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (1) obtain the length-over-all from the vessel's register, or (2) measure the vessel.
- (c) **VESSEL DOCKED TO REPAIR, SHORE, OUTFIT OR FUMIGATE:** Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, store or fumigate while docked at wharf.

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SECTION 1 RULES & REGULATIONS	ITEM NO.
<p>5. DOCKAGE (Continued)</p> <p>(d) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS/BERTHING RESERVATION: No vessel may berth at a wharf or terminal facility of the Port without an application for berth assignment and without such an assignment having been granted. Berthing applications shall be submitted as prescribed by the Port.</p> <p>NOTE: Applications for berth assignments should be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and times and the nature and quantity of the freight to be loaded or discharged. The Port Director may, when circumstances warrant, grant verbal permission to dock a vessel at the Port without a pre-approved berthing reservation; however, the vessel operator must complete a berthing reservation immediately after docking. The application will be recorded upon submission.</p> <p>6. BERTHING POLICY/BERTHING RESERVATIONS:</p> <p>A. Recognized Terminal Operator Permittees may secure reserved berth space under the following conditions:</p> <p>(a) All berthing reservations will be processed and managed through the Port's "PortCall" on-line system.</p> <p>(b) An approved Berthing Reservation and, only if required by the Port Director, prepaid dockage must be received by the Port a minimum of 48 hours prior to scheduled vessel arrival.</p> <p>(c) If required by the Port Director, full dockage fees will be paid to the Port at the time of reservation. Prepaid dockage fees will be non-refundable unless a written cancellation is received by the Port a minimum of 48 hours prior to scheduled vessel arrival.</p> <p>(d) Vessels that dock at berths without prior-approved reservations do not have berthing privileges or priority and must vacate the berth to accommodate a vessel with a valid reservation if directed to do so. The operator or agent shall complete a berthing reservation immediately after docking.</p> <p>(e) VESSELS REQUIRED TO VACATE BERTHS: With the Port Director's approval, vessels may occupy a berth, subject to charges named in Section 2, provided such vessel shall vacate the berth upon direction of the Port Director. Vessels refusing to vacate a berth on demand may be moved by tug or otherwise, and any expenses or damages to the vessel, other vessels, or wharf structures during such removal shall be charged to the owner of the vessel so moved.</p>	190

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SECTION 1 RULES & REGULATIONS	ITEM No.
<p>6. BERTHING POLICY/BERTHING RESERVATION: (Continued)</p> <p>(f) CHARGES ON VESSEL SHIFTING: When a vessel is shifted directly from one wharf to another wharf owned by the Port, the total time at such berths will be considered together in computing the dockage charge.</p> <p>(g) CHARGES TO ASSISTING VESSELS: A single vessel, when actively engaged as a tugboat, assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage. A tugboat leaving its tended vessel for any purpose shall waive its right to free dockage for the period of berthing it left its tended vessel until it secures back to its tended vessel.</p> <p>(h) MOORAGE RATES:</p> <p>(i) Vessels may make application to the Port Director for monthly moorage rates.</p> <p>(ii) Vessels accorded the monthly rate shall not be deemed to have been given any preferential berthing right and shall vacate any particular berth when ordered to do so by the Port Director.</p> <p>(iii) The monthly agreement may be revoked by the Port Director and terminated by the operator upon five days' written notice.</p> <p>(iv) The moorage rate shall be \$100.00 per 24-hour period. Moorage rates do not apply when docked in Terminals 1, 2, 3, POL 1, POL 2 or the PCT. In those instances, dockage rates apply (see Item no. 200).</p> <p>NOTE: The Port will make every attempt possible to avoid berthing conflicts during the scheduling process. The published berthing schedule will be developed such that all berthing vessels have a discrete time window assigned in accordance with the information provided in their application. Should conflicts emerge during operations, it is the responsibility of the vessel operators and/or their agents to reach a reasonable accommodation for both parties. The final decision shall be subject to the Port Director's discretion.</p>	190

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<p>7. DUNNAGE</p> <p>The specified items approved by the Anchorage Port Commission for which no wharfage charge will be assessed on outbound containers carrying the specific dunnage items, for which wharfage was assessed on the inbound movement. The qualifying dunnage materials are listed below:</p> <ul style="list-style-type: none"> • Bags, Horticultural, Growing • Bags, bulk container, empty • Bales of Cardboard • Baskets • Bins, necessary for the transportation of groceries, foodstuffs and/or department store merchandise • Blankets, furniture • Boxes, fiberboard, paper or pulpboard, used, collapsed • Bread Trays • Cans, Aluminum, empty, used • Containers, bulk flour • Containers, bulk liquid (Porta-feeds), used for transporting chemicals or paint, in bulk, capacity not to exceed 500 gallons each • Cylinders • Cribbing • Cribs • Dunnage, rubber, inflatable • Dunnage, wooden • Hampers, garment • Hangers, garment • Kegs, not exceeding 55-gallon capacity • Load locks • Material, not a part of the pallet, platform, skid or shipping container, used to protect top of lading or to secure the load to the pallet, platform or shipping container 	190

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EFFECTIVE: 01/01/2025

SECTION 1 RULES & REGULATIONS	ITEM NO.
<p data-bbox="142 422 492 457">7. DUNNAGE (Continued)</p> <ul data-bbox="191 495 1404 1220" style="list-style-type: none"><li data-bbox="191 495 565 531">• Milk Baskets, Milk Crates<li data-bbox="191 552 1404 625">• Pads: i.e., packing, shipping, cotton or jute, old, used per Item 148700 of NMFC (Furniture Pads)<li data-bbox="191 646 326 682">• Pallets<li data-bbox="191 703 1365 777">• Pallets, Platforms or Skids, with or without standing or collapsible sides or ends, with or without top, and includes plastic or rubber liners used in conjunction therewith<li data-bbox="191 798 646 833">• Platforms, Partitions or Dividers<li data-bbox="191 854 321 890">• Racks<li data-bbox="191 911 407 947">• Racks, Shoe<li data-bbox="191 968 971 1003">• Recyclables shipped at no cost by the carrier in question<li data-bbox="191 1024 315 1060">• Reels<li data-bbox="191 1081 310 1117">• Skids<li data-bbox="191 1138 326 1173">• Spools<li data-bbox="191 1194 315 1230">• Totes <p data-bbox="155 1287 1339 1360">Note: the return provisions of dunnage will apply only when the returned articles have been assessed wharfage on inbound movement.</p>	190

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES										ITEM NO.
<u>EQUIPMENT RENTAL</u>										
(a) When available, equipment, including operators wherein applicable, will be subject to a rental rate on approval of the Port Director at rates provided herein. The renter of such equipment shall be responsible for any loss or damage to equipment and for any personal injuries which may result for the operation thereof. The renter will be responsible for delays occasioned by power failure or other causes beyond the control of the Port of Alaska, its employees or agents. Except as otherwise provided, rates are stated in cents each and apply on a per hour basis and include operators, except as stated. Labor required will be furnished at current manhour rates or at agent's labor rates.										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
RATE PER HOUR										
POL Electric Hose Handling Derrick, 2,000 lbs. Maximum Capacity (Subject to Note 1)	\$120.06	\$124.78	\$128.53	\$132.40	\$136.39	\$140.49	\$144.72	\$149.08	\$149.08	\$149.08
Cranes:										
Container Crane, without operator (Subject to Note 4)	\$484.38	\$503.42	\$518.57	\$534.18	\$550.26	\$566.82	\$583.88	\$601.46	\$601.46	\$601.46
Mitsubishi Crane, without operator (Subject to Note 4)	\$809.37	\$841.18	\$866.50	\$892.58	\$919.45	\$947.12	\$975.63	\$1,005.00	\$1,005.00	\$1,005.00
Mobile/Portable wheeled, including operator Overtime and Holidays (Subject to Note 3)	\$302.22	\$314.10	\$323.55	\$333.29	\$343.32	\$353.66	\$364.30	\$375.27	\$375.27	\$375.27
Trucks:										
Sander, including operator Overtime and Holidays (Subject to Notes 2 and 3)	\$212.18	\$220.51	\$227.15	\$233.99	\$241.03	\$248.29	\$255.76	\$263.46	\$263.46	\$263.46
Sweeper, including operator Overtime and Holidays (Subject to Note 3)	\$243.23	\$252.78	\$260.39	\$268.23	\$276.30	\$284.62	\$293.19	\$302.01	\$302.01	\$302.01
Washer, High Pressure Water, including operator Overtime and Holidays (Subject to Note 3)	\$212.18	\$220.51	\$227.15	\$233.99	\$241.03	\$248.29	\$255.76	\$263.46	\$263.46	\$263.46
(Continued on Next Page)										
ISSUED: 01/01/2025										EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES												ITEM NO.
<u>EQUIPMENT RENTAL (Continued)</u>												
EQUIPMENT: Grader, including operator Overtime and Holidays (Subject to Note 3) Loader, including operator Overtime and Holidays (Subject to Note 3) Forklift, including operator Powered to 5,000 lbs. capacity Overtime and Holidays (Subject to Notes 2 and 4) Powered to 20,000 lbs. capacity Overtime and Holidays (Subject to Notes 2 and 4)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
	\$302.22	\$314.10	\$323.55	\$333.29	\$343.32	\$353.66	\$364.30	\$375.27	\$375.27	\$375.27	\$375.27	\$375.27
	\$332.24	\$345.29	\$355.69	\$366.39	\$377.42	\$388.78	\$400.48	\$412.54	\$412.54	\$412.54	\$412.54	\$412.54
	\$187.34	\$194.70	\$200.56	\$206.59	\$212.81	\$219.22	\$225.82	\$232.61	\$232.61	\$232.61	\$232.61	\$232.61
	\$278.42	\$289.36	\$298.07	\$307.04	\$316.28	\$325.80	\$335.61	\$345.71	\$345.71	\$345.71	\$345.71	\$345.71
	\$175.95	\$182.86	\$189.07	\$194.04	\$199.88	\$205.90	\$212.09	\$218.48	\$218.48	\$218.48	\$218.48	\$218.48
	\$230.81	\$239.88	\$247.10	\$254.53	\$262.19	\$270.09	\$278.22	\$286.59	\$286.59	\$286.59	\$286.59	\$286.59
	\$187.34	\$194.70	\$200.56	\$206.59	\$212.81	\$219.22	\$225.82	\$232.61	\$232.61	\$232.61	\$232.61	\$232.61
	\$278.42	\$289.36	\$298.07	\$307.04	\$316.28	\$325.80	\$335.61	\$345.71	\$345.71	\$345.71	\$345.71	\$345.71
	\$606.51	\$630.35	\$649.32	\$668.86	\$689.00	\$709.74	\$731.10	\$753.10	\$753.10	\$753.10	\$753.10	\$753.10
EQUIPMENT: Yokohama Dock Bumper (per bumper per day) JLG man lift (per hour) Barricades (per barricade per month) Air compressor (per day) Welder Harbor craft (per hour includes operator)	\$302.22	\$314.10	\$323.55	\$333.29	\$343.32	\$353.66	\$364.30	\$375.27	\$375.27	\$375.27	\$375.27	\$375.27
	\$60.03	\$62.39	\$64.27	\$66.20	\$68.19	\$70.25	\$72.36	\$74.54	\$74.54	\$74.54	\$74.54	\$74.54
	\$133.52	\$138.76	\$142.94	\$147.24	\$151.67	\$156.24	\$160.94	\$165.79	\$165.79	\$165.79	\$165.79	\$165.79
	\$151.11	\$157.05	\$161.78	\$166.65	\$171.66	\$176.83	\$182.15	\$187.63	\$187.63	\$187.63	\$187.63	\$187.63
	\$96.26	\$100.04	\$103.05	\$106.15	\$109.35	\$112.64	\$116.03	\$119.52	\$119.52	\$119.52	\$119.52	\$119.52
(Continued on Next Page)												
ISSUED: 01/01/2025												EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES											ITEM NO.
<u>EQUIPMENT RENTAL (Continued)</u>											

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES											ITEM NO.	
<u>LOADING AND UNLOADING</u>												
(a) RAILCAR LOADING AND UNLOADING: Railcar loading or unloading is the service performed to load or unload cargo from such terminal premises designated by the Port Director or his authorized representative to be used for such purposes, to or from railroad cars. Cargo loading and unloading rates, including but not limited to automobiles, auto trucks, tractors, house or freight trailers, modular or mobile buildings, freight vans, military equipment, boats and material on wheels or caterpillar treads S.U. or K.D.												
<div><div><div>2020</div><div>2021</div><div>2022</div><div>2023</div><div>2024</div><div>2025</div><div>2026</div><div>2027</div><div>2028</div><div>2029</div></div><div><div>\$6.21</div><div>\$6.45</div><div>\$6.65</div><div>\$6.85</div><div>\$7.05</div><div>\$7.27</div><div>\$7.49</div><div>\$7.71</div><div>\$7.71</div><div>\$7.71</div></div></div> <div>RATE (each per day)</div>												210
(b) DIRECT LOADING AND UNLOADING: Direct loading or unloading is the service accorded to cargo in transferring cargo by ship's tackle or terminal's tackle between ship and open top railroad cars or water, raft, barge, lighter, or other waterborne vessels; or open top trucks, trailer beds or bodies, which are spotted within reach of the ship's tackle or terminal's tackle. Cargo shall be subject to wharfage charges.												
<u>RAILROAD CARS</u>												
(a) General Application of Tariff Rates, charges, rules and regulations provided in this terminal tariff apply to railroad cars, engines and any combination thereof on Port property on that track known as the "Port Expansion Track". Prior to vacating the premise, railroad car/engine owner/operator shall ensure that tracks are free of obstacles and in good operable condition. Failure to do so will result in the assessment of repair and clean-up charges.												
(b) Tariff Rate Railroad cars and engines will be assessed an additional per unit per day for coverage of security-related expenses whenever a Secondary User requests ARRC services for movement of goods, and the Port Expansion Track is used.												
<div><div><div>2020</div><div>2021</div><div>2022</div><div>2023</div><div>2024</div><div>2025</div><div>2026</div><div>2027</div><div>2028</div><div>2029</div></div><div><div>\$56.61</div><div>\$58.84</div><div>\$60.61</div><div>\$62.43</div><div>\$64.31</div><div>\$66.25</div><div>\$68.24</div><div>\$70.30</div><div>\$70.30</div><div>\$70.30</div></div></div> <div>RATE (Railroad cars and engines will be assessed per unit per day)</div>												211
<div><div><div>2020</div><div>2021</div><div>2022</div><div>2023</div><div>2024</div><div>2025</div><div>2026</div><div>2027</div><div>2028</div><div>2029</div></div><div><div>\$21.42</div><div>\$22.27</div><div>\$22.94</div><div>\$23.63</div><div>\$24.34</div><div>\$25.07</div><div>\$25.83</div><div>\$26.60</div><div>\$26.60</div><div>\$26.60</div></div></div> <div>RATE (Security-Related Expenses for Secondary Users)</div> Security Tariff Rates NOTE: A Secondary User is defined as any user of the Port of Alaska facilities not already participating in shared payment of the established Port of Alaska facility security contract, wherein a security tariff is already included.												
<u>FREE TIME</u>												
(a) DEFINITION: The specified period during which cargo may occupy space assigned to it on Terminal property, free of wharfage, demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo on or off the vessel.												212
(Continued on the next page)												
ISSUED: 01/01/2025											EFFECTIVE: 01/01/2025	

RATE (Railroad cars and engines will be assessed per unit per day)

SECTION 2 DEFINITIONS & SCHEDULE OF CHARGES	ITEM NO.
<p style="text-align: center;"><u>FREE TIME (Continued)</u></p> <p>(b) COMPUTING FREE TIME:</p> <p>Free time starts the first 12:00 am after cargo is received or unloaded onto wharf from car or truck, or, in the case of cargo received from vessel, the first 12:00 am after completion of the vessel's discharge. On outbound traffic, the day or days vessel is loading are not included in the computation. On inbound traffic from vessel, delivery of which is made after the allotted free time period, the day freight is loaded out or delivered to truck or car is to be included in the computation as a storage day.</p> <p>When freight is transshipped between deep sea vessels and involves application of both a long and short time period, the longer period shall be allowed, but not the aggregate of any two free time periods.</p> <p>(c) FREE TIME PERIOD</p> <p>Free time of three (3) days will be allowed on all inbound traffic. Free time of three (3) days will be allowed on all outbound cargo. Subject to the discretion of the Port Director.</p>	212
<p style="text-align: center;"><u>TERMINAL OPERATOR PERMITS</u></p> <p>(a) TERMINAL OPERATOR PERMITS:</p> <p>The services set forth in Item 215, Section (b) shall be provided by independent agents at the Port under Terminal Operator Permits issued by the Anchorage Port Commission. These permits are available to any qualified agent desiring to provide terminal services at the Port.</p> <p>A current list of the Terminal Operator Permit Holders is on file at the Port and available upon request.</p> <p style="text-align: center;">(Continued on next page)</p>	215
ISSUED: 01/01/2025	EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULE OF CHARGES	ITEM NO.
<p style="text-align: center;"><u>PORT LABOR (Continued)</u></p> <p>(c) STANDBY TIME:</p> <p>Except as otherwise provided, when the Port is required to order labor for a specific service, and through no fault or inability of the Port, the work or service is not commenced, causing standby time to accrue, or when work or service after commencement is delayed through no fault of the Port for periods of fifteen consecutive minutes or more, current man-hour rates or an agent's actual labor rates, plus 15 percent will be assessed against the party for whom labor was ordered. In computing the cost of man-hour time, less than 15 minutes will be considered no delay, but time of 15 minutes or more will be considered delay time. Charges computed from cessation of work until resumption of work will be assessed in units of 15 minutes, except that no charge will be made for the final 15 minutes if work commences within the first seven minutes of such period.</p> <p>(d) MINIMUM LABOR HOURS:</p> <p>When the Port is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under current labor working agreements and awards, the labor charges accruing after the specific service is completed and until the end of the minimum time allowed will be assessed at current man-hour rates plus 15 percent overhead.</p> <p>(e) RATES APPLY WHEN NOT OTHERWISE PROVIDED:</p> <p>When services are performed by the Port, its employees or its agents, for which no specific rates are set forth in this tariff, or when reference is made to this item, charges for such services shall be at current man-hour rates, or an agent's actual labor rates, plus 15 percent overhead, plus the charges for any equipment used as set forth in Item 205. Charges for materials furnished in connection with said services will be assessed at actual cost to the Port, plus 15 percent.</p>	225
ISSUED: 01/01/2025	EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULE OF CHARGES		ITEM NO.
<p style="text-align: center;"><u>PORT LABOR (Continued)</u></p> <p>(f) LINE HANDLING:</p> <p style="padding-left: 40px;">The Port does not perform the services of line handling. Such service is arranged by and is for the account of the agents of the vessel or stevedore company handling the vessel.</p> <p>(g) LONGSHORE HOURLY RATES:</p> <p style="padding-left: 40px;">Man-hour rates for longshore work are available from holders of valid stevedore companies.</p>		225
ISSUED: 01/01/2025		EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES												ITEM NO.
<u>TERMINAL STORAGE</u>												
(a)	TERMINAL STORAGE:											
	Transit storage is cargo/support equipment storage for which arrangements have been made in advance of vessel or cargo arrival at Port of Alaska											
	Storage charges for cargos in transit will be assessed as follows:											

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES											ITEM NO.																																				
<p><u>WATER FOR VESSELS</u></p> <p>The following charges will be made for furnishing water to vessels berthed at terminals for ships stores subject to this tariff.</p> <table border="0"> <thead> <tr> <th></th> <th>2020</th> <th>2021</th> <th>2022</th> <th>2023</th> <th>2024</th> <th>2025</th> <th>2026</th> <th>2027</th> <th>2028</th> <th>2029</th> <th></th> </tr> </thead> <tbody> <tr> <td>(a) First 1,000 gallons</td> <td>\$93.15</td> <td>\$96.81</td> <td>\$99.72</td> <td>\$102.73</td> <td>\$105.82</td> <td>\$109.00</td> <td>\$112.28</td> <td>\$115.66</td> <td>\$115.66</td> <td>\$115.66</td> <td></td> </tr> <tr> <td>Each Additional 1,000 gallons or fraction thereof</td> <td>\$6.21</td> <td>\$6.45</td> <td>\$6.65</td> <td>\$6.85</td> <td>\$7.05</td> <td>\$7.27</td> <td>\$7.49</td> <td>\$7.71</td> <td>\$7.71</td> <td>\$7.71</td> <td>240</td> </tr> </tbody> </table> <p>(b) The above charges include the service of Port personnel to hook-up and disconnect hoses. The Port will furnish on request a maximum of 100 feet of 2-1/2 inch hose suitable for dispensing potable water.</p>													2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		(a) First 1,000 gallons	\$93.15	\$96.81	\$99.72	\$102.73	\$105.82	\$109.00	\$112.28	\$115.66	\$115.66	\$115.66		Each Additional 1,000 gallons or fraction thereof	\$6.21	\$6.45	\$6.65	\$6.85	\$7.05	\$7.27	\$7.49	\$7.71	\$7.71	\$7.71	240
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029																																					
(a) First 1,000 gallons	\$93.15	\$96.81	\$99.72	\$102.73	\$105.82	\$109.00	\$112.28	\$115.66	\$115.66	\$115.66																																					
Each Additional 1,000 gallons or fraction thereof	\$6.21	\$6.45	\$6.65	\$6.85	\$7.05	\$7.27	\$7.49	\$7.71	\$7.71	\$7.71	240																																				
<p><u>WHARFAGE</u></p> <p>(a) Wharfage is the charge assessed against any freight, cargo, goods placed in a transit shed or on a wharf, or passing through, over or under a wharf or Municipal Terminal; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services.</p> <p>(b) APPLICATION: Wharfage rates named in this tariff will be charged for all merchandise received over the Municipal Docks or Municipal Terminal of the Port of Alaska and will be in addition to all other charges made under the provisions of this tariff, EXCEPT:</p> <p>No wharfage shall be charged to ship's gear, such as strongback, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. Fuel handled over wharfs will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred.</p> <p>(c) OVERSIDE: Full wharfage named herein will be charged to merchandise discharged or loaded overside of vessel directly to or from another vessel or to the water when vessel is berthed at wharf.</p> <p>(Continued on next page)</p>																																															

ISSUED: 01/01/2025

EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULE OF CHARGES	ITEM NO.
<p style="text-align: center;"><u>WHARFAGE (Continued)</u></p> <p>(d) OVERSTOWED CARGO:</p> <p>Overstowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is immediately reloaded to depart of the same vessel.</p> <p>(e) MINIMUM CHARGE:</p> <p>See Item 220.</p> <p>(f) SCHEDULE OF RATES:</p> <p>Except as otherwise specifically provided, rates are in cents per ton.</p> <p>(g) TRANSSHIPPED CARGO:</p> <p>Transshipped cargo shall be taken as a single through movement and shall be included only one time for purposes of determining the wharfage rate.</p> <p>(h) SECURITY SURCHARGE:</p> <p>Notwithstanding any other schedule of charges, the Port shall assess a security surcharge according to the amount of cargo, non-cargo goods, and passengers crossing the Port facilities. See Item 270.</p>	250
ISSUED: 01/01/2025	EFFECTIVE: 01/01/2025

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ISSUED: 01/01/2025

PORT OF ALASKA TERMINAL TARIFF 10.1

SECTION 2												ITEM NO.
DEFINITIONS & SCHEDULES OF CHARGES												
COMMODITY	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
Wharfage Rate in Cents												
PETROLEUM OR PETROLEUM PRODUCTS, Viz:												
INBOUND/OUTBOUND												
Liquids, Petroleum or Petroleum Products, N.O.S., in bulk, discharged or loaded direct from or to vessels' tanks to or from storage tanks, per bbl. (Subject to Note 1)	20.33	25.26	28.53	32.22	19.31	19.89	20.49	21.10	21.10	21.10		
TRANSFER												
Liquids, Petroleum or Petroleum Products, N.O.S., in bulk, discharged, loaded, transported or otherwise transferred via pipeline through the Port of Alaska Valve Year, per bbl.	5.04	5.24	5.40	5.56	5.73	5.90	6.08	6.26	6.26	6.26	260	
FUEL												
Liquids, Petroleum or Petroleum Products, N.O.S., in bulk, discharged or loaded between mobile motor freight tank vehicles or railroad tank cars and vessel's tanks, per gallon.	1.57	1.64	1.68	1.73	1.79	1.84	1.90	1.95	1.95	1.95		
NOTE 1:	All petroleum transferring operations are subject to rules governing bulk petroleum products. See Item 170.											
POWDER												
Gun or Blasting; Blasting Cap; Dynamite; High Explosive, N.O.S.; Explosive Ammunition other than small arms Ammunition, per ton. (See note)	1,889	1,963	2,022	2,083	2,146	2,210	2,277	2,345	2,345	2,345	264	
NOTE 1:	Written permission of the Port Director must be obtained prior to any movement of merchandise named in this Item over the Municipal Terminal facilities.											
ISSUED: 01/01/2025												
EFFECTIVE: 01/01/2025												

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SECTION 2											ITEM NO.
DEFINITIONS & SCHEDULES OF CHARGES											
COMMODITY	Wharfage Rate in Cents										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
VANS OR CONTAINERS											266
Freight: rigid, non-disposal, dry cargo, insulated, refrigerated, flat rack, liquid tank, or open top container, with or without wheels or chassis attached, minimum dimensions 8 ft. wide and 20 ft. long, viz: containing merchandise, except containing powder, gun or blasting, or other articles as described in Item 264, under seal.	378	393	404	417	429	442	455	469	469	469	
(Subject to Notes 1 and 2)											
Empties returning, each (Subject to Note 1)	1,260	1,309	1,349	1,389	1,431	1,474	1,518	1,564	1,564	1,564	
NOTE 1:	May include unit for refrigeration or heating of merchandise.										
NOTE 2:	Charge applies to net weight of contents of vans or containers, inbound or outbound.										
VEHICLES and other articles, empty self-propelled or non-self-propelled, viz:											268
Automobiles, including pickups with or without camper bodies attached, chassis, freight trailers, freight, semi-trailers, camper bodies, agriculture equipment.	1,260	1,309	1,349	1,389	1,431	1,474	1,518	1,564	1,564	1,564	
Trailers, house or vacation; homes or buildings, mobile or modular, S.U.	1,007	1,047	1,078	1,111	1,144	1,178	1,214	1,250	1,250	1,250	
Heavy Equipment including cranes, sanders, sweepers, graders, loaders, forklifts, water trucks, earth-moving or material handling or any other heavy equipment.	1,385	1,439	1,483	1,527	1,573	1,621	1,669	1,720	1,720	1,720	
ISSUED: 01/01/2025											EFFECTIVE: 01/01/2025

SECTION 2 DEFINITIONS & SCHEDULES OF CHARGES											ITEM NO.
	RATES										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
PORT SECURITY											
Pursuant to the establishment of the Office of Homeland Security in 2001 and Maritime Transportation Act of 2002, the Port of Alaska will assess a security fee in order to defray expenses associated with mandated security measures.											
PORT FACILITY SECURITY FEES											
CARGO VESSELS											
Notwithstanding any other schedule of charges, the Port of Alaska shall assess a security surcharge per ton for all commodities crossing the Port of Alaska facilities.	\$0.73	\$0.76	\$0.79	\$0.81	\$0.83	\$0.86	\$0.89	\$0.91	\$0.91	\$0.91	
(Subject to Note 1)											
NON-CARGO VESSELS											
Notwithstanding any other schedule of charges, the Port of Alaska shall assess a security fee on the gross tons of all vessels calling at the Port facilities.	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	
PASSENGER											
Notwithstanding any other schedule of charges, the Port of Alaska shall assess a security fee on per passenger embarking or disembarking at the Port facilities.	\$1.26	\$1.31	\$1.35	\$1.39	\$1.43	\$1.48	\$1.52	\$1.57	\$1.57	\$1.57	
NOTE 1:	The Upper Cook Inlet Area Maritime Stakeholders that currently contribute to Security are exempt from the above security fees.										
ISSUED: 01/01/2025											
EFFECTIVE: 01/01/2025											

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EFFECTIVE: 01/01/2025

ALASKA RAILROAD CORPORATION



WHITTIER TERMINAL TARIFF ARR 601-B

(Cancels Whittier Terminal Tariff ARR 601-A)

NAMING
RATES, CHARGES, RULES AND REGULATIONS
FOR WHARFAGE, DOCKAGE
AND OTHER TERMINAL SERVICES
APPLYING ON
ALASKA RAILROAD CORPORATION WHARVES AND FACILITIES
AT
WHITTIER, AK

ISSUED: December 28, 2021

EFFECTIVE: January 1, 2022
Except as otherwise provided

ISSUED BY:

Alaska Railroad Corporation
Real Estate & Facilities
P. O. Box 107500
Anchorage, AK 99501-7500

CHECK SHEET FOR TITLE PAGE AND PAGE REVISIONS

Except as otherwise provided, Title Page and pages 1 through 16, inclusive, are effective as of the date shown. Original and revised pages as named below contain all the changes.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
TITLE	Original						
1	Original						
2	Original						
3	Original						
4	Original						
5	Original						
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LOOSE LEAF TARIFF INFORMATION

This tariff is issued in loose-leaf form. All changes will be made by reprinting the same entire page. Such reprinted page will be designated "Revised Page" and bear the same page number. Each revised page will show its revision number and page number changed. For example: "1st Revised Page 9" changes Original Page 9 and has the effect of replacing/canceling Original Page 9.

New pages added to the tariff will be designated "Original Pages" and numbered with a decimal and number beginning with ".1" For example: "Original Page 9.1." Revisions of such pages will be handled the same manner as described above.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

LIST OF PAGE REVISIONS

Below is a list of new or revised pages issued to date. Upon receipt of new or revised pages, check the list of new or revised pages shown below against corresponding new or revised pages contained in the "Check Sheet For Page Revisions" of Page 1. If a page shown below has not been received, request should be made at once for a copy of same.

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RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 10</p> <p style="text-align: center;">APPLICATION OF TARIFF</p> <p>This tariff applies to all cargo, passengers, vessels and vehicles utilizing the wharves and/or facilities owned or operated by ARR at Whitter, Alaska. The use of said terminal facilities is subject to specific authorization by the terminal operator (See Berthing Policy, ITEM 40). It is incumbent on users to fully comply with all applicable Federal, State, and local statutes and regulations. This tariff is published and filed as required by law and is, therefore, notice to the public, vessels, shippers, consignees and carriers that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement. Use of ARR's terminal facilities at Whitter constitutes an acceptance of this tariff and the terms and conditions named herein. ARR reserves the right to enter into an agreement with vessels, carriers, shippers, consignees and/or their agents concerning rates and services.</p>	<p>ITEM 20 (Cont'd)</p> <p style="text-align: center;">ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL</p> <p>B. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE</p> <p>Hazardous or offensive cargo, or cargo which by its nature is liable to damage other cargo, terminal facilities or equipment, is subject to immediate removal, either from the premises or to another location on the premises. All expenses and risk for loss or damage will be for the account of owner, shipper, or consignee.</p> <p>Cargo remaining on the wharf or terminal premises after expiration of free time, may be removed to public or private warehouses, with all expense of removal and risk or loss or damage to be for the account of owner, shipper, consignee, or vessel as responsibility may appear on shipping documents, vessel manifests or other source.</p>
<p>ITEM 15</p> <p style="text-align: center;">PARKING</p> <p>Representatives of the vessel and all persons having business with it or with the terminal shall not be allowed to park vehicles on the premises without the express permission of the terminal. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by the Terminal Operator, and shall be entirely at the risk of the owner and/or the operator of the vehicle. The Terminal Operator reserves the right to remove all vehicles not properly parked at the owner's risk and expense.</p>	<p>C. RIGHT TO WITHHOLD DELIVERY OF FREIGHT</p> <p>Right is reserved by terminal operator to withhold delivery of cargo until all terminal charges and advances against said cargo have been paid in full.</p> <p>D. RIGHT TO SELL FOR UNPAID CHARGES</p> <p>Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs provided the owner or responsible party has been given notice to pay charges and to remove said cargo and has neglected or failed to comply. Cargo of a perishable nature or of a nature liable to damage other cargo may be sold at public or private sale without advertising, provided owner or responsible party has been given notice of arrival and has neglected, failed or refused to take delivery.</p>
<p>ITEM 20</p> <p style="text-align: center;">ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL</p> <p>A. RIGHT TO REFUSE CARGO UNDER CERTAIN CONDITIONS</p> <p>Right is reserved by the terminal operator without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or permit a vessel to discharge:</p> <ol style="list-style-type: none"> 1. Passengers or cargo for which prior arrangements for space, receiving, unloading or handling have not been made with the terminal operator by the shipper, carrier, consignee or vessel; 2. Cargo not suitably packed for safe transportation; 3. Cargo deemed offensive, perishable, or hazardous; 4. Cargo, the value of which may be determined as less than the probable terminal charges; 5. Cargo during a period of severe congestion or other emergency, when, in the judgment of the terminal operator, the circumstances then prevailing will prevent the terminal from providing usual care and custody. <p style="text-align: center;">(Continued in next column)</p>	<p>E. EXPLOSIVES AND HAZARDOUS CARGO</p> <p>The acceptance, handling or storing of hazardous materials shall be subject to special arrangements with the terminal operator and governed by the applicable rules and regulations of Federal, State, and local authorities and such acceptance is conditional upon immediate removal from ARR's wharves or facilities by owner of such cargo.</p> <p>The following commodities will not be accepted over ARR's wharves or facilities at Whitter, Alaska:</p> <p style="padding-left: 40px;">Liquid Hazardous Materials, in bulk, in containers other than DOT approved intermodal IM 101 or IM 102 tanks, or tank cars.</p> <p style="text-align: center;">(Continued on next page)</p>
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RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 20 (Cont'd)</p> <p>ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL</p> <p>F. OWNER'S RISK</p> <ol style="list-style-type: none"> 1. Glass, liquids or fragile articles will be accepted only at owner's risk for breakage. 2. Cargo requiring refrigeration will be accepted only at owner's risk of spoilage. 3. Cargo on open wharf premises will be accepted only at owner's risk for loss or damage. 4. Timber and log or lumber rafts and all water craft, if and when permitted by the terminal operator to be moored in slips, at moorage dolphins, at wharves or alongside vessels, are at owner's risk for loss or damage. 	<p>ITEM 40 (Cont'd)</p> <p>BERTHING POLICY</p> <p>SECTION 2: HISTORICAL PREFERENCE OF PASSENGER VESSELS</p> <p>In the event berthing requests are received from more than one cruise line company for the same day or days, the cruise line company with the greatest seniority will have priority. Seniority shall be determined by the length of time a cruise line company has been berthing at ARR's Whitter wharves or facilities. Berthing seniority rights for the specific day, belong to the cruise line company, not the individual vessels, and are subject to the priorities established in Section 1.</p> <p>SECTION 3: CONFLICTS</p> <p>The entire length of the Whitter dock may be used in the event of scheduling conflicts over berthing. The cruise line company with the greatest seniority, subject to Section 1, will be granted dock location preference. ARR reserves the right to assign dock location based on operational requirements and safety considerations without regard to seniority.</p> <p>SECTION 4: FORFEITURE AND TRANSFER</p> <p>A. If a cruise line company informs ARR of its intent to relinquish berthing priority rights, or if such operator fails to use ARR's Whitter wharves or facilities for one traditional cruise ship season, such seniority rights will be forfeited.</p> <p>B. Berthing seniority rights are non-transferable.</p> <p>SECTION 5: BERTHING POLICY DEFINITIONS</p> <p>"Turn Around" Vessels: Vessels that embark or disembark over half of the passengers listed on either departure or arrival manifests.</p> <p>"Port of Call" Vessels: All other vessels calling at ARR's Whitter wharves or facilities, and not defined as "Turn Around."</p> <p>SECTION 6: NOTICES</p> <p>Cruise line companies or their designated agents will forward all berthing schedule requests to ARR no later than January 1 of the year in which berthing is requested. Notice must be addressed to:</p> <p style="text-align: right;">Alaska Railroad Corporation ATTN: Director, Real Estate P.O. Box 107500 Anchorage, AK 99510-7500</p>
<p>ITEM 30</p> <p>BERTHING APPLICATION</p> <p>All vessels must make written application to the terminal operator and obtain permission to berth prior to docking at any terminal facility. The application must show the length and draft of the vessel, the requested facilities, the character of the cargo, and any other information required by the terminal operator. (See Berthing Policy, ITEM 40). All vessels moored at ARR's wharves or facilities at Whitter or alongside vessels so moored are at the owner's risk for loss or damage.</p>	
<p>ITEM 40</p> <p>BERTHING POLICY</p> <p>This item will govern the determination of priority for vessels calling at ARR's wharves or facilities at Whitter, Alaska.</p> <p>SECTION 1: PRIORITY OF VESSELS</p> <ol style="list-style-type: none"> A. All scheduled vessels will have berthing priority over unscheduled vessels. B. Passenger vessels will have berthing priority over freight vessels at the DeLong Dock. C. "Turn around" passenger vessels will have berthing priority over "port of call" passenger vessels. <p style="text-align: center;">(Continued in next column)</p>	
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RULES AND CHARGES	RULES AND CHARGES																				
<p>ITEM 50</p> <p style="text-align: center;">DEFINITIONS</p> <p>Berthing or Docking: Any vessel occupying a space adjacent to any wharf or facility, whether lines are attached or not attached.</p> <p>Dockage: The charges assessed against a vessel for berthing at a wharf, pier, bank, or other facility or for mooring to a docked vessel.</p> <p>Holiday: Wherever reference is made in this tariff to "Holidays" it means the following:</p> <table border="0"> <tr> <td>New Year's Day</td><td>January 1</td></tr> <tr> <td>Presidents' Day</td><td>Third Monday in February</td></tr> <tr> <td>Memorial Day</td><td>Last Monday in May</td></tr> <tr> <td><u>Juneteenth National Independence Day</u></td><td><u>June 19</u></td></tr> <tr> <td>Independence Day</td><td>July 4</td></tr> <tr> <td>Labor Day</td><td>First Monday in September</td></tr> <tr> <td><u>Indigenous Peoples Day/Columbus Day</u></td><td>Second Monday in October</td></tr> <tr> <td>Veterans Day</td><td>November 11</td></tr> <tr> <td>Thanksgiving Day</td><td>Fourth Thursday in November</td></tr> <tr> <td>Christmas Day</td><td>December 25</td></tr> </table> <p>Holidays named above which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday, respectively.</p> <p>Passenger Service Charges: The charges assessed against vessels, their owners, agents, or operators which load or discharge passengers at any facility owned or operated by ARR for the use of the terminal facilities.</p> <p>Point of Rest: The area of ARR's Terminal facility that is designated by the terminal operator for the receipt of inbound cargo or baggage from a vessel and the area of the terminal facility that is designated for the receipt of outbound cargo or baggage for loading to a vessel.</p> <p>Terminal Operator: Alaska Railroad Corporation and its designated agents.</p> <p>Terminal Use Permit: A required non-exclusive revocable Permit to use the ARR Docks and other portions of the Terminal Reserve, for limited purposes of Stevedoring Services, Vessel Servicing, Non-Vessel Cargo Services and Fish Handling Services (See Stevedoring, Vessel, Non-Vessel Cargo and Fish Handling Services, ITEM 190).</p> <p>Vessel: A ship, tug, boat, or barge either self-propelled or not self-propelled.</p> <p>Wharfage: The charges assessed against cargo for its passage over, under, or through any ARR wharf, pier or facility or loaded or discharged overside vessels berthed at any such facility.</p>	New Year's Day	January 1	Presidents' Day	Third Monday in February	Memorial Day	Last Monday in May	<u>Juneteenth National Independence Day</u>	<u>June 19</u>	Independence Day	July 4	Labor Day	First Monday in September	<u>Indigenous Peoples Day/Columbus Day</u>	Second Monday in October	Veterans Day	November 11	Thanksgiving Day	Fourth Thursday in November	Christmas Day	December 25	<p>ITEM 60</p> <p style="text-align: center;">DELAYS, WAIVER OF CHARGES</p> <p>Vessels, owners, shippers or consignees shall not be entitled to a waiver of any terminal charges because of delay arising from the failure or breakdown of terminal equipment, or delays arising from any other cause not reasonably within the control of the terminal operator.</p> <p>ITEM 70</p> <p style="text-align: center;">DEMURRAGE, RAIL CARS OR VESSELS</p> <p>In furnishing the service of vessel berthing, ordering, billing out, loading or unloading rail cars, and of handling to and from vessels, no responsibility for any demurrage or delay whatsoever on either rail cars or vessels will be assumed by the terminal operator.</p> <p>ITEM 75</p> <p style="text-align: center;">MISCELLANEOUS FEES OR SPECIAL SERVICES</p> <p>In addition to all other tariff provisions, special services provided by the Terminal Operator will be assessed at the actual costs plus 15%.</p>
New Year's Day	January 1																				
Presidents' Day	Third Monday in February																				
Memorial Day	Last Monday in May																				
<u>Juneteenth National Independence Day</u>	<u>June 19</u>																				
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RULES AND CHARGES**ITEM 80****DOCKAGE**

Charges shall commence when a vessel is made fast and shall continue until such vessel is completely freed from and has vacated the berth. No deductions shall be made for Sundays or Holidays, nor because of weather or other conditions. The greater of the length shown in Lloyds Register, the certification of registry, or the length published by the owner or operator will apply. If the length is not shown in these documents, or if the published length is not available, the linear distance measured from the extreme point of the bow to the extreme point of the stern will apply.

Dockage charges will be assessed as shown below, subject to the following minimum dockage charges:

Year	Minimum Docking Charges
2022	\$300.00 [NC]
2023	\$300.00 [A]
2024	\$300.00 [A]
2025	\$300.00 [A]
2026	\$325.00 [A]

DOCKAGE CHARGES

(Rates in dollars and cents per foot per 24-hour period or fraction thereof) (See Exceptions 1 and 2)

YEAR	0' to 300'	301' to 600'	601' to 700'	701' to 800'	Over 800'
2022	\$3.56 [NC]	\$5.04 [NC]	\$6.31 [NC]	\$8.81 [NC]	\$10.03 [NC]
2023	\$3.63 [A]	\$5.14 [A]	\$6.44 [A]	\$8.99 [A]	\$10.23 [A]
2024	\$3.70 [A]	\$5.24 [A]	\$6.56 [A]	\$9.17 [A]	\$10.44 [A]
2025	\$3.78 [A]	\$5.35 [A]	\$6.70 [A]	\$9.35 [A]	\$10.64 [A]
2026	\$3.85 [A]	\$5.46 [A]	\$6.83 [A]	\$9.54 [A]	\$10.86 [A]

A vessel not engaged in working passengers or cargo shall vacate when the berth is required for a vessel to load or discharge passengers or cargo. A vessel on notice to move which refuses to vacate will be assessed dockage at five times its applicable rate starting at the time vessel is notified to vacate.

(Continued in next column)

RULES AND CHARGES**ITEM 80 (Cont'd)****DOCKAGE**

Whenever necessary for the proper operation of the facility, the Terminal Operator may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move may be shifted and any expenses involved, damage to the vessel or to Alaska Railroad Corporation property during such removal, shall be charged to the vessel, along with all costs for the idle labor, crane(s) and equipment resulting from such delay plus 15%. Vessels berthing at the terminal shall, at all time, have sufficient properly trained personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

Exception 1: Non-Passenger vessels docked 12 hours or less will be assessed half the applicable 24-hour docking charge, subject to minimum docking charges shown herein.

Exception 2: Non-Passenger vessels docked 12 hours or less of the last 24-hour period will be assessed half the applicable 24-hour docking charge, subject to minimum docking charges shown herein.

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RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 90</p> <p style="text-align: center;">INDEMNITY</p> <p>Except for that portion resulting from the negligence of the terminal operator, if any, vessel owners, shippers, consignees, and carriers shall defend, indemnify and hold the terminal operator harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of ARR's Whitter wharves or terminal facilities.</p>	<p>ITEM 120</p> <p style="text-align: center;">LICENSE</p> <p>A license gives the licensee the right to the temporary non-exclusive use of the specifically named facilities for the purpose described in the license, subject to the provisions of the berthing application, license, and this tariff. Terminal operator may terminate the license for any breach of these provisions.</p>
<p>ITEM 100</p> <p style="text-align: center;">INSURANCE</p> <p>Rates and charges named in this tariff do not include insurance of any kind.</p>	<p>ITEM 130</p> <p style="text-align: center;">PAYMENT OF CHARGES</p> <p>A. RESPONSIBILITY FOR CHARGES TO VESSEL</p> <p>The vessel, its owners or agents and cargo owner, shipper or consignee docking at or using the facilities covered by this tariff shall be responsible, jointly and severally, for the payment of all charges assessed in accordance with this tariff.</p>
<p>ITEM 110</p> <p style="text-align: center;">LIABILITY FOR LOSS OR DAMAGE LIMITED</p> <p>A. RESPONSIBILITY LIMITED</p> <p>No persons other than employees or agents of the holder of an authorized Terminal Use Permit shall be permitted to perform any services on the wharves and/or facilities owned or operated by ARR at Whitter, Alaska.</p> <p>The ARR will not be responsible for any loss, damage, injury or death, including but not limited to, loss, damage, injury or death caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice, or other rodents, moths, weevils, or other insects leakage or discharge from sprinkler fire systems, collapse of building or equipment, or by floats, logs or pilings required in breasting vessels way from wharf, nor will it be liable for any loss, damage, injury or death or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in service of others or from any consequences arising herefrom, except, ARR shall not be relieved from liability for its own negligence.</p> <p>B. HOLD HARMLESS AND INDEMNITY</p> <p>Except for that portion resulting from the negligence of ARR, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the ARR harmless from and against all charges losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or rise from or grow out of use of ARR facilities at Whitter, Alaska.</p>	<p>B. RESPONSIBILITY FOR CHARGES TO CARGO</p> <p>All charges named in this tariff will be assessed against the cargo, when not absorbed by the vessel and are due from the cargo owner, shipper or consignee. Charges which the vessel, its owner or agents have been apprised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or agents. The vessel, its owners or agents, when permitted to make their own deliveries of cargo from wharf, will be held responsible for payment of any charges against cargo delivered by them and accruing to the terminal.</p> <p>C. PAYMENT OF CHARGES</p> <p>All charges for services rendered by the terminal operator or for the use of terminal facilities are due and payable as they accrue upon completion of such services or uses, unless prior credit approval is received from ARR's financial services office.</p> <p>The terminal operator may request payment of charges in advance as follows:</p> <ol style="list-style-type: none"> 1. For all charges to the vessel before a vessel begins loading or discharging. 2. For all charges to the cargo before the cargo leaves the custody of the terminal. 3. For all charges to perishable goods or cargo of doubtful value, or household goods prior to the commence of services named herein. <p style="text-align: right;">(Continued on next page)</p>
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RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 130 (Cont'd)</p> <p>PAYMENT OF CHARGES</p> <p>D. LATE CHARGES ON DELINQUENT ACCOUNTS</p> <p>All invoices, except for damages to wharf property, will be declared delinquent 15 days after the date of the invoice, and, as such, will be charged a late charge of 1.5 percent for each month or portion thereof that the particular invoice remains delinquent. All extra expenses, including legal expense, litigation cost, or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts. The Terminal Operator shall have a maritime lien upon the vessel, its cargo and freights for all unpaid charges due to the Terminal Operator.</p> <p>E. DENY USE</p> <p>The Terminal Operator reserves the right to deny anyone the use of the terminal until all past due accounts are paid.</p>	<p>ITEM 140</p> <p>PENALTY FOR UNAUTHORIZED USE OF PORT FACILITIES</p> <p>Vessels which use ARR's terminal facilities without the permission of the terminal operator shall be subject to removal at the discretion of the terminal operator, at the expense of the vessel. Vessel will be held responsible for all loss or damage arising from such unauthorized use and subsequent removal.</p> <p>ITEM 150</p> <p>RESPONSIBILITY FOR PROPERTY DAMAGE</p> <p>Every person and every vessel responsible for any damage to any terminal property of any kind or character while using ARR's terminal facilities shall be liable for and charged with the cost and expense of replacement or repair if the property is so damaged or destroyed. The expense of repairing said damage including all surveys shall be charged against the person or vessel, or both, responsible therefore.</p>
	<p>ITEM 160</p> <p>RESPONSIBILITY LIMITED</p> <p>No person, other than employees of a stevedoring contractor (if any), shall be permitted to perform any services on ARR's wharves or facilities without prior written authorization from the terminal operator. ARR shall not be liable for the injury of persons operating on its wharves or facilities under such written authorizations, nor shall it be liable for any loss, damage or theft occasioned by such persons' presence on the wharves or facilities.</p> <p>Any person, when permitted to perform services on ARR's wharves or facilities, shall be liable for the injury of persons in their employ and shall also be held responsible for loss, damage, theft or injuries to third parties occasioned by themselves or persons in their employ.</p> <p>ITEM 170</p> <p>RIGHTS RESERVED</p> <p>Right is reserved by ARR to furnish all equipment, supplies and materials and to perform all services in connection with the operation of terminal facilities under the provisions named herein.</p> <p>Right is reserved by ARR to enter into an agreement with any vessel, its owners or agents and cargo owner, shipper or consignee concerning rates and services, provided such arrangements do not conflict with applicable Federal, State, or local laws.</p>
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RULES AND CHARGES

ITEM 180

PASSENGER SERVICE CHARGES

In addition to all other tariff provisions, the following charges will be assessed against vessels, their owners, agents or operators which load or discharge passengers at any ARR facility:

(Rates in dollars and cents)

YEAR	SERVICE FEE PER PASSENGER	FACILITY CHARGE PER PASSENGER
2022	\$10.10 [NC]	\$1.90 [NC]
2023	\$10.30 [A]	\$1.94 [A]
2024	\$10.51 [A]	\$1.98 [A]
2025	\$10.72 [A]	\$2.02 [A]
2026	\$10.93 [A]	\$2.06 [A]

RULES AND CHARGES

ITEM 190

STEVEDORING, VESSEL, NON-VESSEL CARGO AND FISH HANDLING SERVICES

Stevedoring, Vessel, Non-Vessel Cargo and Fish Handling Services ('Services') are provided by independent contractors at ARR's terminal facilities under Terminal Use Permits issued by ARR. Vessels shall enter into their own contract arrangement for Services with Terminal Use Permit Holders.

For the purpose of this rule:

- A. "Stevedoring Services" means line handling, and all acts related to the loading, unloading, or handling of freight, cargo, ship's stores or supplies or large volumes of baggage to or from vessels moored at an ARR Dock. Stevedore Services shall include the handling of containers of frozen fish, but shall not include the handling of loose fish, which falls within the definition of Fish Handling. Stevedore Services shall include the handling of containers of fuel being transported by vessel, but shall not include the fueling of vessels, which falls within the definition of Vessel Servicing.
- B. "Vessel Services" means all acts related to providing miscellaneous services to vessels, e.g. repairs, maintenance, fueling, watering, garbage removal and related Stevedore Services.
- C. "Non-Vessel Cargo Services" means all acts related to the transfer of cargo or freight between a vehicle, truck, trailer, container or railcar and the ground within the Terminal Reserve.
- D. "Fish Handling Services" means the loading, unloading or handling of loose fish from vessels, not including the handling of containers of frozen fish, which instead falls within the coverage of Stevedoring Services.

A current list of Terminal Use Permit Holders is available on request from the Terminal Operator.

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ISSUED BY: Alaska Railroad Corporation, Real Estate & Facilities, P. O. Box 107500, Anchorage, AK 99501-7500

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES**ITEM 200****VEHICLES ON WHARF**

Except for vehicles of the terminal operator, cargo consisting of vehicles, and emergency vehicles, no motor vehicles may go on an ARR wharf unless the operator of the vehicle has first obtained a written permit from the terminal operator and paid the applicable annual vehicle access fee. The charges for vehicle access are as follows:

(Rates in dollars and cents)

DOCK USE ANNUAL VEHICLE FEE		
1-5	5-10	OVER 10
\$750.00	\$1,500.00	\$3,000.00

ITEM 210**VESSEL OILY WASTE OR GARBAGE DISPOSAL**

Operators of vessels needing to discharge oily waste or garbage at the terminal facilities shall notify the terminal operator at least 24 hours in advance. The terminal operator will provide the vessel operator with directions to receptacles for the disposal of such items. The vessel operator shall provide at least 24 hours advance notice in the case of:

1. Garbage regulated by the Animal & Plant Health Inspection Service (APIS) of the U.S. Department of Agriculture under 7 CFR 330.400 or 9 CFR 94.5
2. Medical wastes, or
3. Hazardous wastes defined in 40 CFR 261.3.

If a vessel contacts the Terminal Operator regarding disposal of medical or hazardous wastes as described above, the Terminal Operator will provide a list of persons able to transport and treat such wastes. The vessel operator shall arrange directly with such a person to handle such wastes, and payment of services will be made directly to the person so engaged. Any such person is not an agent or employee of ARR, nor shall ARR be liable for any act or omission of any person so engaged by the vessel operator.

The discharge by vessel of any oily waste or garbage at ARR's Whitter wharves and facilities shall only be in accordance with the terms of this tariff item, applicable international conventions and applicable federal, state and local laws and regulations.

(Continued on next page)

RULES AND CHARGES**ITEM 210 (Cont'd)****VESSEL OILY WASTE OR GARBAGE DISPOSAL**

Any costs or charges incurred by the Terminal Operator for services covered by this tariff item shall be billed to the vessel operator plus 125%.

ITEM 220**VESSEL TO FURNISH MANIFESTS**

Vessels using ARR's terminal facilities must furnish the Terminal Operator and FSO with a manifest of all cargo loaded or unloaded at terminal facilities. Such manifest shall be submitted 96 hours in advance of arrival and include, at a minimum:

1. For containerized or unitized cargo - gross weight, exterior dimensions, and contents of each container or unit.
2. For break-bulk or bulk cargo - gross weight, number of pieces, (if applicable) and contents of each shipment.
3. For cargo remaining on vessel, a complete description of all cargo not listed in 1 and 2 above.

Contents shall be defined in terms of its generic description and its seven (7) digit STCC, where applicable.

Accompanying each cargo manifest provided by vessel to Terminal Operator and FSO shall be a copy of the Dangerous Cargo Manifest as provided to U.S. Coast Guard, or signed certification that the cargo loaded or offloaded includes no dangerous or hazardous cargo, as defined in 49 CFR.

ITEM 225**VESSEL MAINTENANCE**

No debris or pollutants are allowed to enter the water or contaminate docks or adjacent vessels. All vessels must obtain permission from the Terminal Operator prior to any vessel maintenance or repair. All work at ARR's Whitter Terminal Reserve shall only be in accordance with applicable international conventions and applicable federal, state and local laws and regulations. ARR reserves the right to direct the vessel or its operator to cease vessel maintenance which in the Terminal Operator's judgment causes a condition of contamination, hazard, safety or hindrance.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES

ITEM 230

WATER FURNISHED VESSELS

When requested, ARR will furnish portable water for vessels at the charges shown below,.

(Rates in dollars and cents)

YEAR	CHARGE PER 1,000 GALLONS	WATER/SEWER SERVICE HOOK-UP CHARGE
2022	\$16.72 [NC]	\$300.00 [I][E]
2023	\$17.05 [A]	\$300.00 [A]
2024	\$17.40 [A]	\$300.00 [A]
2025	\$17.74 [A]	\$300.00 [A]
2026	\$18.10 [A]	\$325.00 [A]

Any fraction of 1,000 gallons will be charged as 1,000 gallons. Vessel will provide meter readings and final gallon total to Terminal Operator. Vessel to furnish labor to hook up and disconnect hoses. ARR may, upon request and if available, furnish hose suitable for dispensing water.

[E] - Effective January 18, 2022

ITEM 240

WEIGHTS

Cargo moving outbound in ship or barge loads for which no railroad scale weights are available, will be subject to terminal charges based on estimated weight obtained by survey of vessel by qualified person acceptable to terminal operator and vessel owner, operator, agent or charterer.

RULES AND CHARGES

ITEM 250

WHARF STORAGE

Wharf storage is the charge assessed for the storage of cargo remaining on the wharf after the expiration of free time.

Free time will be five days for inbound cargo, and ten days for outbound cargo. Saturdays, Sundays and Holidays are excluded from free time.

The following daily storage charges will apply:

Containers 20' or less in length..... \$3.00 per day

Containers more than 20'.....\$6.00 per day

Non-containerized cargo.....\$0.02 per square
foot per day

Minimum storage charge..... \$500.00 per month

NOTE 1: ARR reserves the right to refuse wharf storage of any cargo which in the terminal operator's judgment may impair wharf usage or cause a condition of hazard, safety or hindrance.

NOTE 2: Whenever necessary for the proper operation of the facility, the Terminal Operator may order cargo be moved to such a place as directed at the carrier's and/or cargo owner's expense. Any cargo not moved promptly upon notice to do so may be moved by the Terminal Operator and expenses involved, damage to the cargo or to the Alaska Railroad Corporation property during such removal, shall be charged to the carrier and/or cargo owner, along with all costs for idle labor, crane(s) and equipment plus 15%.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES		
ITEM 260		
WHARFAGE		
Charges will be assessed on all cargo including ship's stores and fuel. Over-stowed cargo reloaded to same vessel prior to departure, ship's gear and dunnage will not be charged wharfage.		
Wharfage charges will be assessed as shown below, subject to the following minimum wharfage charges:		
Year	Minimum Wharfage Charges	
2022	\$325 [NC]	
2023	\$325 [A]	
2024	\$325 [A]	
2025	\$325 [A]	
2026	\$325 [A]	
Cargo loaded or discharged overside vessels to or from another vessel will be assessed one half the named wharfage charges, subject to minimum wharfage charges shown above.		
WHARFAGE CHARGES (Rates in dollars and cents)		
TYPE OF CARGO	WHARFAGE PER UNIT	UNIT
Fuel:		
Year		
2022	\$0.03 [NC]	
2023	\$0.03 [A]	
2024	\$0.03 [A]	
2025	\$0.03 [A]	
2026	\$0.03 [A]	
Lumber, Cants or Logs:		
Year		
2022	\$6.16 [NC]	
2023	\$6.28 [A]	
2024	\$6.41 [A]	
2025	\$6.54 [A]	
2026	\$6.67 [A]	
Fish, loose:		
Year		
2022	\$0.05 [I][E]	
2023	\$0.05 [A]	
2024	\$0.05 [A]	
2025	\$0.05 [A]	
2026	\$0.05 [A]	
Empty Containers:		
Year		
2022	\$15.00 [NC]]	
2023	\$15.30 [A]	
2024	\$15.61 [A]	
2025	\$15.92 [A]	
2026	\$16.24 [A]	
[E] - Effective January 18, 2022		

RULES AND CHARGES		
ITEM 260		
WHARFAGE		
Charges will be assessed on all cargo including ship's stores and fuel. Over-stowed cargo reloaded to same vessel prior to departure, ship's gear and dunnage will not be charged wharfage.		
Wharfage charges will be assessed as shown below, subject to the following minimum wharfage charges:		
Year	Minimum Wharfage Charges	
2022	\$325 [NC]	
2023	\$325 [A]	
2024	\$325 [A]	
2025	\$325 [A]	
2026	\$325 [A]	
Cargo loaded or discharged overside vessels to or from another vessel will be assessed one half the named wharfage charges, subject to minimum wharfage charges shown above.		
WHARFAGE CHARGES (Rates in dollars and cents)		
TYPE OF CARGO	WHARFAGE PER UNIT	UNIT
General Cargo, NOS:		
Year		
2022	\$6.16 [NC]	
2023	\$6.28 [A]	
2024	\$6.41 [A]	
2025	\$6.54 [A]	
2026	\$6.67 [A]	
Exemptions:		
Explosives Gravel Hazardous Waste Live Animals Rock	The rate for these Items by request only	
(Continued on next page)		

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.	

RULES AND CHARGES		
ITEM 270		
SECURITY FEES		
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 33 CFR105, ARR 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 below, shall be in addition to all other fees and charges due under this tariff. At the ARR'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.		
Assessed for vessels loading or offloading cargo, the following Security Fees will apply:	SECURITY FEE: PER TON	MINIMUM SECURITY FEE: PER DOCKING
Year		
2022	\$0.60 [NC]	\$300.00 [NC]
2023	\$0.60 [A]	\$300.00 [A]
2024	\$0.60 [A]	\$300.00 [A]
2025	\$0.60 [A]	\$300.00 [A]
2026	\$0.60 [A]	\$325.00 [A]
Assessed for vessels not handling cargo, the following Security Fees will apply:	SECURITY FEE: PER VESSEL PER DAY	MAXIMUM MONTHLY SECURITY FEE:
Year		
2022	\$300.00 [NC]	\$600.00 [NC]
2023	\$300.00 [A]	\$600.00 [A]
2024	\$300.00 [A]	\$600.00 [A]
2025	\$300.00 [A]	\$600.00 [A]
2026	\$325.00 [A]	\$650.00 [A]
(Continued in next column)		

RULES AND CHARGES	
ITEM 270 (Cont'd)	
SECURITY FEES	
PORT SECURITY CONTAINER FEES:	SECURITY FEE: PER EMPTY CONTAINER
Year	
2022	\$2.50 [NC]
2023	\$2.50 [A]
2024	\$2.50 [A]
2025	\$2.60 [A]
2026	\$2.60 [A]
SECURITY SERVICES	
When actual security is required to be provided by ARR, the security fees assessed will be \$50.00 per hour in lieu of the above listed fees.	

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	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
	ABB/REF	EXPLANATION
	ARR	Alaska Railroad Corporation
	CFR	Code of Federal Regulations
	CSO	Company Security Officer
	FSO	Facility Security Officer
	NOS	Not Otherwise Specified
	STB	Surface Transportation Board
	STCC	Standard Transportation Commodity Code
	WTT	Whittier Terminal Tariff
	[A]	Addition/New
	[C]	Change
	[D]	Cancel/Eliminated
	[I]	Increase
	[NC]	No Change
	[R]	Reduction/Decrease
	%	Percent
	(Underscored portion denotes change.)	
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ALASKA RAILROAD CORPORATION



SEWARD TERMINAL TARIFF ARR 600-C

(Cancels Seward Terminal Tariff ARR 600-B)

NAMING
RATES, CHARGES, RULES AND REGULATIONS
FOR WHARFAGE, DOCKAGE
AND OTHER TERMINAL SERVICES
APPLYING ON
ALASKA RAILROAD CORPORATION WHARVES AND FACILITIES
AT
SEWARD, AK

ISSUED: February 5, 2025

EFFECTIVE: February 25, 2025
Except as otherwise provided

ISSUED BY:

Alaska Railroad Corporation
Real Estate & Facilities
P. O. Box 107500
Anchorage, AK 99501-7500

CHECK SHEET FOR TITLE PAGE AND PAGE REVISIONS

Except as otherwise provided, Title Page and pages 1 through 15, inclusive, are effective as of the date shown. Original and revised pages as named below contain all the changes.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
TITLE	Original						
1	Original						
2	Original						
3	Original						
4	Original						
5	Original						
6	Original						
7	Original						
8	Original						
9	Original						
10	Original						
11	Original						
12	Original						
13	Original						
14	Original						
15	Original						

LOOSE LEAF TARIFF INFORMATION

This tariff is issued in loose-leaf form. All changes will be made by reprinting the same entire page. Such reprinted page will be designated "Revised Page" and bear the same page number. Each revised page will show its revision number and page number changed. For example: "1st Revised Page 9" changes Original Page 9 and has the effect of replacing/canceling Original Page 9.

New pages added to the tariff will be designated "Original Pages" and numbered with a decimal and number beginning with ".1" For example: "Original Page 9.1." Revisions of such pages will be handled the same manner as described above.

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EFFECTIVE: February 25, 2025

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

Below is a list of new or revised pages issued to date. Upon receipt of new or revised pages, check the list of new or revised pages shown below against corresponding new or revised pages contained in the "Check Sheet For Page Revisions" of Page 1. If a page shown below has not been received, request should be made at once for a copy of same.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	PAGE	REVISION

EFFECTIVE: February 25, 2025

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.			

RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 10</p> <p>APPLICATION OF TARIFF</p> <p>This tariff applies to all cargo, passengers, vessels and vehicles utilizing the wharves and/or facilities owned or operated by ARR at Seward, Alaska. The use of said terminal facilities is subject to specific authorization by the terminal operator (See Berthing Policy, ITEM 40). It is incumbent on users to fully comply with all applicable Federal, State, and local statutes and regulations. This tariff is published and filed as required by law and is, therefore, notice to the public, vessels, shippers, consignees and carriers that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement. Use of ARR's terminal facilities at Seward constitutes an acceptance of this tariff and the terms and conditions named herein. ARR reserves the right to enter into an agreement with vessels, carriers, shippers, consignees and/or their agents concerning rates and services.</p>	<p>ITEM 20 (Cont'd)</p> <p>ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL</p> <p>B. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE</p> <p>Hazardous or offensive cargo, or cargo which by its nature is liable to damage other cargo, terminal facilities or equipment, is subject to immediate removal, either from the premises or to another location on the premises. All expenses and risk for loss or damage will be for the account of owner, shipper, or consignee.</p> <p>Cargo remaining on the wharf or terminal premises after expiration of free time, may be removed to public or private warehouses, with all expense of removal and risk or loss or damage to be for the account of owner, shipper, consignee, or vessel as responsibility may appear on shipping documents, vessel manifests or other source.</p>
<p>ITEM 15</p> <p>PARKING</p> <p>Representatives of the vessel and all persons having business with it or with the terminal shall not be allowed to park vehicles on the premises without the express permission of the terminal. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by the Terminal Operator, and shall be entirely at the risk of the owner and/or the operator of the vehicle. The Terminal Operator reserves the right to remove all vehicles not properly parked at the owner's risk and expense.</p>	<p>C. RIGHT TO WITHHOLD DELIVERY OF FREIGHT</p> <p>Right is reserved by terminal operator to withhold delivery of cargo until all terminal charges and advances against said cargo have been paid in full.</p> <p>D. RIGHT TO SELL FOR UNPAID CHARGES</p> <p>Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs provided the owner or responsible party has been given notice to pay charges and to remove said cargo and has neglected or failed to comply. Cargo of a perishable nature or of a nature liable to damage other cargo may be sold at public or private sale without advertising, provided owner or responsible party has been given notice of arrival and has neglected, failed or refused to take delivery.</p>
<p>ITEM 20</p> <p>ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL</p> <p>A. RIGHT TO REFUSE CARGO UNDER CERTAIN CONDITIONS</p> <p>Right is reserved by the terminal operator without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or permit a vessel to discharge:</p> <ol style="list-style-type: none"> 1. Passengers or cargo for which prior arrangements for space, receiving, unloading or handling have not been made with the terminal operator by the shipper, carrier, consignee or vessel; 2. Cargo not suitably packed for safe transportation; 3. Cargo deemed offensive, perishable, or hazardous; 4. Cargo, the value of which may be determined as less than the probable terminal charges; 5. Cargo during a period of severe congestion or other emergency, when, in the judgment of the terminal operator, the circumstances then prevailing will prevent the terminal from providing usual care and custody. <p>(Continued in next column)</p>	<p>E. EXPLOSIVES AND HAZARDOUS CARGO</p> <p>The acceptance, handling or storing of hazardous materials shall be subject to special arrangements with the terminal operator and governed by the applicable rules and regulations of Federal, State, and local authorities and such acceptance is conditional upon immediate removal from ARR's wharves or facilities by owner of such cargo.</p> <p>The following commodities will not be accepted over ARR's wharves or facilities at Seward, Alaska:</p> <p>Liquid Hazardous Materials, in bulk, in containers other than DOT approved intermodal IM 101 or IM 102 tanks, or tank cars.</p> <p>(Continued on next page)</p>
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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.	

RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 20 (Cont'd)</p> <p>ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL</p> <p>F. OWNER'S RISK</p> <ol style="list-style-type: none"> 1. Glass, liquids or fragile articles will be accepted only at owner's risk for breakage. 2. Cargo requiring refrigeration will be accepted only at owner's risk of spoilage. 3. Cargo on open wharf premises will be accepted only at owner's risk for loss or damage. 4. Timber and log or lumber rafts and all water craft, if and when permitted by the terminal operator to be moored in slips, at moorage dolphins, at wharves or alongside vessels, are at owner's risk for loss or damage. 	<p>ITEM 40 (Cont'd)</p> <p>BERTHING POLICY</p> <p>SECTION 2: HISTORICAL PREFERENCE OF PASSENGER VESSELS</p> <p>In the event berthing requests are received from more than one cruise line company for the same day or days, the cruise line company with the greatest seniority will have priority. Seniority shall be determined by the length of time a cruise line company has been berthing at ARR's Seward wharves or facilities. Berthing seniority rights for the specific day, belong to the cruise line company, not the individual vessels, and are subject to the priorities established in Section 1.</p> <p>SECTION 3: CONFLICTS</p> <p>The entire length of the Seward dock may be used in the event of scheduling conflicts over berthing. The cruise line company with the greatest seniority, subject to Section 1, will be granted dock location preference. ARR reserves the right to assign dock location based on operational requirements and safety considerations without regard to seniority.</p> <p>SECTION 4: FORFEITURE AND TRANSFER</p> <p>A. If a cruise line company informs ARR of its intent to relinquish berthing priority rights, or if such operator fails to use ARR's Seward wharves or facilities for one traditional cruise ship season, such seniority rights will be forfeited.</p> <p>B. Berthing seniority rights are non-transferable.</p> <p>SECTION 5: BERTHING POLICY DEFINITIONS</p> <p>"Turn Around" Vessels: Vessels that embark or disembark over half of the passengers listed on either departure or arrival manifests.</p> <p>"Port of Call" Vessels: All other vessels calling at ARR's Seward wharves or facilities, and not defined as "Turn Around."</p> <p>SECTION 6: NOTICES</p> <p>Cruise line companies or their designated agents will forward all berthing schedule requests to ARR no later than January 1 of the year in which berthing is requested. Notice must be addressed to:</p> <p style="text-align: right;">Alaska Railroad Corporation ATTN: Director, Real Estate P.O. Box 107500 Anchorage, AK 99510-7500</p>
<p>ITEM 30</p> <p>BERTHING APPLICATION</p> <p>All vessels must make written application to the terminal operator and obtain permission to berth prior to docking at any terminal facility. The application must show the length and draft of the vessel, the requested facilities, the character of the cargo, and any other information required by the terminal operator. (See Berthing Policy, ITEM 40). All vessels moored at ARR's wharves or facilities at Seward or alongside vessels so moored are at the owner's risk for loss or damage.</p>	
<p>ITEM 40</p> <p>BERTHING POLICY</p> <p>This item will govern the determination of priority for vessels calling at ARR's wharves or facilities at Seward, Alaska.</p> <p>SECTION 1: PRIORITY OF VESSELS</p> <ol style="list-style-type: none"> A. All scheduled vessels will have berthing priority over unscheduled vessels. B. Passenger vessels will have berthing priority over freight vessels at the passenger dock. C. "Turn around" passenger vessels will have berthing priority over "port of call" passenger vessels. <p style="text-align: center;">(Continued in next column)</p>	
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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.	

RULES AND CHARGES	RULES AND CHARGES																				
<p>ITEM 50</p> <p style="text-align: center;">DEFINITIONS</p> <p>Berthing or Docking: Any vessel occupying a space adjacent to any wharf or facility, whether lines are attached or not attached.</p> <p>Dockage: The charges assessed against a vessel for berthing at a wharf, pier, bank, or other facility or for mooring to a docked vessel.</p> <p>Holiday: Wherever reference is made in this tariff to "Holidays" it means the following:</p> <table border="0"> <tr> <td>New Year's Day</td><td>January 1</td></tr> <tr> <td>Presidents' Day</td><td>3rd Monday in February</td></tr> <tr> <td>Memorial Day</td><td>Last Monday in May</td></tr> <tr> <td>Juneteenth National</td><td>June 19</td></tr> <tr> <td>Independence Day</td><td>July 4th</td></tr> <tr> <td>Labor Day</td><td>1st Monday in September</td></tr> <tr> <td>Indigenous Peoples Day/Columbus Day</td><td>2nd Monday in October</td></tr> <tr> <td>Veterans Day</td><td>November 11</td></tr> <tr> <td>Thanksgiving Day</td><td>4th Thursday in November</td></tr> <tr> <td>Christmas Day</td><td>December 25</td></tr> </table> <p>Holidays named above which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday, respectively.</p> <p>Passenger Service Charges: The charges assessed against vessels, their owners, agents, or operators which load or discharge passengers at any facility owned or operated by ARR for the use of the terminal facilities.</p> <p>Point of Rest: The area of ARR's Terminal facility that is designated by the terminal operator for the receipt of inbound cargo or baggage from a vessel and the area of the terminal facility that is designated for the receipt of outbound cargo or baggage for loading to a vessel.</p> <p>Terminal Operator: Alaska Railroad Corporation and its designated agents.</p> <p>Terminal Use Permit: A required non-exclusive revocable Permit to use the ARR Docks and other portions of the Terminal Reserve, for limited purposes of Stevedoring Services, Vessel Servicing, Non-Vessel Cargo Services and Fish Handling Services (See Stevedoring, Vessel, Non-Vessel Cargo and Fish Handling Services, ITEM 190).</p> <p>Vessel: A ship, tug, boat, or barge either self-propelled or not self-propelled.</p> <p>Wharfage: The charges assessed against cargo for its passage over, under, or through any ARR wharf, pier or facility or loaded or discharged overside vessels berthed at any such facility.</p>	New Year's Day	January 1	Presidents' Day	3rd Monday in February	Memorial Day	Last Monday in May	Juneteenth National	June 19	Independence Day	July 4th	Labor Day	1st Monday in September	Indigenous Peoples Day/Columbus Day	2nd Monday in October	Veterans Day	November 11	Thanksgiving Day	4th Thursday in November	Christmas Day	December 25	<p>ITEM 60 D</p> <p style="text-align: center;">DELAYS, WAIVER OF CHARGES</p> <p>Vessels, owners, shippers or consignees shall not be entitled to a waiver of any terminal charges because of delay arising from the failure or breakdown of terminal equipment, or delays arising from any other cause not reasonably within the control of the terminal operator.</p> <p>ITEM 70</p> <p style="text-align: center;">DEMURRAGE, RAIL CARS OR VESSELS</p> <p>In furnishing the service of vessel berthing, ordering, billing out, loading or unloading rail cars, and of handling to and from vessels, no responsibility for any demurrage or delay whatsoever on either rail cars or vessels will be assumed by the terminal operator.</p> <p>ITEM 75</p> <p style="text-align: center;">MISCELLANEOUS FEES OR SPECIAL SERVICES</p> <p>In addition to all other tariff provisions, special services provided by the Terminal Operator will be assessed at the actual costs plus 15%.</p>
New Year's Day	January 1																				
Presidents' Day	3rd Monday in February																				
Memorial Day	Last Monday in May																				
Juneteenth National	June 19																				
Independence Day	July 4th																				
Labor Day	1st Monday in September																				
Indigenous Peoples Day/Columbus Day	2nd Monday in October																				
Veterans Day	November 11																				
Thanksgiving Day	4th Thursday in November																				
Christmas Day	December 25																				
ISSUED: February 5, 2025	EFFECTIVE: February 25, 2025																				
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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.																					

RULES AND CHARGES

ITEM 80

DOCKAGE

Charges shall commence when a vessel is made fast and shall continue until such vessel is completely freed from and has vacated the berth. No deductions shall be made for Sundays or Holidays, nor because of weather or other conditions. The greater of the length shown in Lloyds Register, the certification of registry, or the length published by the owner or operator will apply. If the length is not shown in these documents, or if the published length is not available, the linear distance measured from the extreme point of the bow to the extreme point of the stern will apply.

Dockage charges will be assessed as shown below, subject to the following minimum dockage charges:

Year	Minimum Docking Charges
2025	\$300.00 [NC]
2026	\$325.00 [NC]
2027	\$325.00 [A]
2028	\$325.00 [A]

DOCKAGE CHARGES

(Rates in dollars and cents per foot per 24-hour period or fraction thereof) (See Exceptions 1 and 2)

YEAR	0' to 300'	301' to 600'	601' to 700'	701' to 800'	Over 800'
2025	\$3.78 [NC]	\$5.35 [NC]	\$6.70 [NC]	\$9.35 [NC]	\$10.64 [NC]
2026	\$3.85 [NC]	\$5.46 [NC]	\$6.83 [NC]	\$9.54 [NC]	\$10.86 [NC]
2027	\$3.93 [A]	\$5.57 [A]	\$6.97 [A]	\$9.73 [A]	\$11.07 [A]
2028	\$4.01 [A]	\$5.68 [A]	\$7.11 [A]	\$9.92 [A]	\$11.29 [A]

A vessel not engaged in working passengers or cargo shall vacate when the berth is required for a vessel to load or discharge passengers or cargo. A vessel on notice to move which refuses to vacate will be assessed dockage at five times its applicable rate starting at the time vessel is notified to vacate.

(Continued in next column)

RULES AND CHARGES

ITEM 80 (Cont'd)

DOCKAGE

Whenever necessary for the proper operation of the facility, the Terminal Operator may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move may be shifted and any expenses involved, damage to the vessel or to Alaska Railroad Corporation property during such removal, shall be charged to the vessel, along with all costs for the idle labor, crane(s) and equipment resulting from such delay plus 15%. Vessels berthing at the terminal shall, at all time, have sufficient properly trained personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

Exception 1: Non-Passenger vessels docked 12 hours or less will be assessed half the applicable 24-hour docking charge, subject to minimum docking charges shown herein.

Exception 2: Non-Passenger vessels docked 12 hours or less of the last 24-hour period will be assessed half the applicable 24-hour docking charge, subject to minimum docking charges shown herein.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 90</p> <p style="text-align: center;">INDEMNITY</p> <p>Except for that portion resulting from the negligence of the terminal operator, if any, vessel owners, shippers, consignees, and carriers shall defend, indemnify and hold the terminal operator harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of ARR's Seward wharves or terminal facilities.</p>	<p>ITEM 120</p> <p style="text-align: center;">LICENSE</p> <p>A license gives the licensee the right to the temporary non-exclusive use of the specifically named facilities for the purpose described in the license, subject to the provisions of the berthing application, license, and this tariff. Terminal operator may terminate the license for any breach of these provisions.</p>
<p>ITEM 100</p> <p style="text-align: center;">INSURANCE</p> <p>Rates and charges named in this tariff do not include insurance of any kind.</p>	<p>ITEM 130</p> <p style="text-align: center;">PAYMENT OF CHARGES</p> <p>A. RESPONSIBILITY FOR CHARGES TO VESSEL</p> <p>The vessel, its owners or agents and cargo owner, shipper or consignee docking at or using the facilities covered by this tariff shall be responsible, jointly and severally, for the payment of all charges assessed in accordance with this tariff.</p> <p>B. RESPONSIBILITY FOR CHARGES TO CARGO</p> <p>All charges named in this tariff will be assessed against the cargo, when not absorbed by the vessel and are due from the cargo owner, shipper or consignee. Charges which the vessel, its owner or agents have been apprised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or agents. The vessel, its owners or agents, when permitted to make their own deliveries of cargo from wharf, will be held responsible for payment of any charges against cargo delivered by them and accruing to the terminal.</p> <p>C. PAYMENT OF CHARGES</p> <p>All charges for services rendered by the terminal operator or for the use of terminal facilities are due and payable as they accrue upon completion of such services or uses, unless prior credit approval is received from ARR's financial services office.</p> <p>The terminal operator may request payment of charges in advance as follows:</p> <ol style="list-style-type: none"> 1. For all charges to the vessel before a vessel begins loading or discharging. 2. For all charges to the cargo before the cargo leaves the custody of the terminal. 3. For all charges to perishable goods or cargo of doubtful value, or household goods prior to the commence of services named herein. <p style="text-align: right;">(Continued on next page)</p>
<p>ITEM 110</p> <p style="text-align: center;">LIABILITY FOR LOSS OR DAMAGE LIMITED</p> <p>A. RESPONSIBILITY LIMITED</p> <p>No persons other than employees or agents of the holder of an authorized Terminal Use Permit shall be permitted to perform any services on the wharves and/or facilities owned or operated by ARR at Seward, Alaska.</p> <p>The ARR will not be responsible for any loss, damage, injury or death, including but not limited to, loss, damage, injury or death caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice, or other rodents, moths, weevils, or other insects leakage or discharge from sprinkler fire systems, collapse of building or equipment, or by floats, logs or pilings required in breasting vessels way from wharf, nor will it be liable for any loss, damage, injury or death or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in service of others or from any consequences arising herefrom, except, ARR shall not be relieved from liability for its own negligence.</p> <p>B. HOLD HARMLESS AND INDEMNITY</p> <p>Except for that portion resulting from the negligence of ARR, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the ARR harmless from and against all charges losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or rise from or grow out of use of ARR facilities at Seward, Alaska.</p>	
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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.	

RULES AND CHARGES	RULES AND CHARGES
<p>ITEM 130 (Cont'd)</p> <p>PAYMENT OF CHARGES</p> <p>D. LATE CHARGES ON DELINQUENT ACCOUNTS</p> <p>All invoices, except for damages to wharf property, will be declared delinquent 15 days after the date of the invoice, and, as such, will be charged a late charge of 1.5 percent for each month or portion thereof that the particular invoice remains delinquent. All extra expenses, including legal expense, litigation cost, or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts. The Terminal Operator shall have a maritime lien upon the vessel, its cargo and freights for all unpaid charges due to the Terminal Operator.</p> <p>E. DENY USE</p> <p>The Terminal Operator reserves the right to deny anyone the use of the terminal until all past due accounts are paid.</p>	<p>ITEM 140</p> <p>PENALTY FOR UNAUTHORIZED USE OF PORT FACILITIES</p> <p>Vessels which use ARR's terminal facilities without the permission of the terminal operator shall be subject to removal at the discretion of the terminal operator, at the expense of the vessel. Vessel will be held responsible for all loss or damage arising from such unauthorized use and subsequent removal.</p> <p>ITEM 150</p> <p>RESPONSIBILITY FOR PROPERTY DAMAGE</p> <p>Every person and every vessel responsible for any damage to any terminal property of any kind or character while using ARR's terminal facilities shall be liable for and charged with the cost and expense of replacement or repair if the property is so damaged or destroyed. The expense of repairing said damage including all surveys shall be charged against the person or vessel, or both, responsible therefore.</p>
	<p>ITEM 160</p> <p>RESPONSIBILITY LIMITED</p> <p>No person, other than employees of a stevedoring contractor (if any), shall be permitted to perform any services on ARR's wharves or facilities without prior written authorization from the terminal operator. ARR shall not be liable for the injury of persons operating on its wharves or facilities under such written authorizations, nor shall it be liable for any loss, damage or theft occasioned by such persons' presence on the wharves or facilities.</p> <p>Any person, when permitted to perform services on ARR's wharves or facilities, shall be liable for the injury of persons in their employ and shall also be held responsible for loss, damage, theft or injuries to third parties occasioned by themselves or persons in their employ.</p> <p>ITEM 170</p> <p>RIGHTS RESERVED</p> <p>Right is reserved by ARR to furnish all equipment, supplies and materials and to perform all services in connection with the operation of terminal facilities under the provisions named herein.</p> <p>Right is reserved by ARR to enter into an agreement with any vessel, its owners or agents and cargo owner, shipper or consignee concerning rates and services, provided such arrangements do not conflict with applicable Federal, State, or local laws.</p>
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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.	

RULES AND CHARGES			
ITEM 180			
PASSENGER SERVICE CHARGES			
In addition to all other tariff provisions, the following charges will be assessed against vessels, their owners, agents or operators which load or discharge passengers at any ARR facility:			
(Rates in dollars and cents)			
YEAR	SERVICE FEE	FACILITY CHARGE	IMPROVEMENT FEE SHIP CAPACITY < 1,500
2025	\$12.45 [NC]	\$2.34 [NC]	\$30.00 [NC]
2026	\$12.70 [NC]	\$2.39 [NC]	\$59.86 [A]
2027	\$12.95	\$2.44 [NC]	\$59.86 [A]
2028	\$13.21 [A]	\$2.48 [A]	\$59.86 [A]
YEAR	IMPROVEMENT FEE SHIP CAPACITY ≥ 1,500		
2025	\$60.00 [NC]		
2026	\$59.86 [A]		
2027	\$59.86 [A]		
2028	\$59.86 [A]		

RULES AND CHARGES
ITEM 190
STEVEDORING, VESSEL, NON-VESSEL CARGO AND FISH HANDLING SERVICES
Stevedoring, Vessel, Non-Vessel Cargo and Fish Handling Services ('Services') are provided by independent contractors at ARR's terminal facilities under Terminal Use Permits issued by ARR. Vessels shall enter into their own contract arrangement for Services with Terminal Use Permit Holders.
For the purpose of this rule:
A. "Stevedoring Services" means line handling, and all acts related to the loading, unloading, or handling of freight, cargo, ship's stores or supplies or large volumes of baggage to or from vessels moored at an ARR Dock. Stevedore Services shall include the handling of containers of frozen fish, but shall not include the handling of loose fish, which falls within the definition of Fish Handling. Stevedore Services shall include the handling of containers of fuel being transported by vessel, but shall not include the fueling of vessels, which falls within the definition of Vessel Servicing.
B. "Vessel Services" means all acts related to providing miscellaneous services to vessels, e.g. repairs, maintenance, fueling, watering, garbage removal and related Stevedore Services.
C. "Non-Vessel Cargo Services" means all acts related to the transfer of cargo or freight between a vehicle, truck, trailer, container or railcar and the ground within the Terminal Reserve.
D. "Fish Handling Services" means the loading, unloading or handling of loose fish from vessels, not including the handling of containers of frozen fish, which instead falls within the coverage of Stevedoring Services.
A current list of Terminal Use Permit Holders is available on request from the Terminal Operator.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES**ITEM 200****VEHICLES ON WHARF**

Except for vehicles of the terminal operator, cargo consisting of vehicles, and emergency vehicles, no motor vehicles may go on an ARR wharf unless the operator of the vehicle has first obtained a written permit from the terminal operator and paid the applicable annual vehicle access fee. The charges for vehicle access are as follows:

(Rates in dollars and cents)

DOCK USE ANNUAL VEHICLE FEE		
1-5 VEHICLES	5-10 VEHICLES	OVER 10 VEHICLES
\$750.00	\$1,500.00	\$3,000.00

ITEM 210**VESSEL OILY WASTE OR GARBAGE DISPOSAL**

Operators of vessels needing to discharge oily waste or garbage at the terminal facilities shall notify the terminal operator at least 24 hours in advance. The terminal operator will provide the vessel operator with directions to receptacles for the disposal of such items. The vessel operator shall provide at least 24 hours advance notice in the case of:

1. Garbage regulated by the Animal & Plant Health Inspection Service (APIS) of the U.S. Department of Agriculture under 7 CFR 330.400 or 9 CFR 94.5
2. Medical wastes, or
3. Hazardous wastes defined in 40 CFR 261.3.

If a vessel contacts the Terminal Operator regarding disposal of medical or hazardous wastes as described above, the Terminal Operator will provide a list of persons able to transport and treat such wastes. The vessel operator shall arrange directly with such a person to handle such wastes, and payment of services will be made directly to the person so engaged. Any such person is not an agent or employee of ARR, nor shall ARR be liable for any act or omission of any person so engaged by the vessel operator.

The discharge by vessel of any oily waste or garbage at ARR's Seward wharves and facilities shall only be in accordance with the terms of this tariff item, applicable international conventions and applicable federal, state and local laws and regulations.

(Continued in next column)

RULES AND CHARGES**ITEM 210 (Cont'd)****VESSEL OILY WASTE OR GARBAGE DISPOSAL**

Any costs or charges incurred by the Terminal Operator for services covered by this tariff item shall be billed to the vessel operator plus 125%.

ITEM 220**VESSEL TO FURNISH MANIFESTS**

Vessels using ARR's terminal facilities must furnish the Terminal Operator and FSO with a manifest of all cargo loaded or unloaded at terminal facilities. Such manifest shall be submitted 96 hours in advance of arrival and include, at a minimum:

1. For containerized or unitized cargo - gross weight, exterior dimensions, and contents of each container or unit.
2. For break-bulk or bulk cargo - gross weight, number of pieces, (if applicable) and contents of each shipment.
3. For cargo remaining on vessel, a complete description of all cargo not listed in 1 and 2 above.

Contents shall be defined in terms of its generic description and its seven (7) digit STCC, where applicable.

Accompanying each cargo manifest provided by vessel to Terminal Operator and FSO shall be a copy of the Dangerous Cargo Manifest as provided to U.S. Coast Guard, or signed certification that the cargo loaded or offloaded includes no dangerous or hazardous cargo, as defined in 49 CFR.

ITEM 225**VESSEL MAINTENANCE**

No debris or pollutants are allowed to enter the water or contaminate docks or adjacent vessels. All vessels must obtain permission from the Terminal Operator prior to any vessel maintenance or repair. All work at ARR's Seward Terminal Reserve shall only be in accordance with applicable international conventions and applicable federal, state and local laws and regulations. ARR reserves the right to direct the vessel or its operator to cease vessel maintenance which in the Terminal Operator's judgment causes a condition of contamination, hazard, safety or hindrance.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES

ITEM 230

WATER FURNISHED VESSELS

When requested, ARR will furnish portable water for vessels at the charges shown below.

(Rates in dollars and cents)

YEAR	CHARGE PER 1,000 GALLONS	WATER/SEWER SERVICE HOOK-UP CHARGE
2025	\$17.74 [NC]	\$300.00 [NC]
2026	\$18.10 NC	\$325.00 [NC]
2027	\$18.46 [A]	\$325.00 [A]
2028	\$18.83 [A]	\$325.00 [A]

Any fraction of 1,000 gallons will be charged as 1,000 gallons. Vessel will provide meter readings and final gallon total to Terminal Operator. Vessel to furnish labor to hook up and disconnect hoses. ARR may, upon request and if available, furnish hose suitable for dispensing water.

ITEM 240

WEIGHTS

Cargo moving outbound in ship or barge loads for which no railroad scale weights are available, will be subject to terminal charges based on estimated weight obtained by survey of vessel by qualified person acceptable to terminal operator and vessel owner, operator, agent or charterer.

RULES AND CHARGES

ITEM 250

WHARF STORAGE

Wharf storage is the charge assessed for the storage of cargo remaining on the wharf after the expiration of free time.

Free time will be five days for inbound cargo, and ten days for outbound cargo. Saturdays, Sundays and Holidays are excluded from free time.

The following daily storage charges will apply:

Containers 20' or less in length..... \$3.00 per day

Containers more than 20'.....\$6.00 per day

Non-containerized cargo.....\$0.02 per square
foot per day

Minimum storage charge..... \$500.00 per month

NOTE 1: ARR reserves the right to refuse wharf storage of any cargo which in the terminal operator's judgment may impair wharf usage or cause a condition of hazard, safety or hindrance.

NOTE 2: Whenever necessary for the proper operation of the facility, the Terminal Operator may order cargo be moved to such a place as directed at the carrier's and/or cargo owner's expense. Any cargo not moved promptly upon notice to do so may be moved by the Terminal Operator and expenses involved, damage to the cargo or to the Alaska Railroad Corporation property during such removal, shall be charged to the carrier and/or cargo owner, along with all costs for idle labor, crane(s) and equipment plus 15%.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES												
ITEM 260												
WHARFAGE												
Charges will be assessed on all cargo including ship's stores and fuel. Over-stowed cargo reloaded to same vessel prior to departure, ship's gear and dunnage will not be charged wharfage.												
Wharfage charges will be assessed as shown below, subject to the following minimum wharfage charges:												
<table><tr><td>Year</td><td>Minimum Wharfage Charges</td></tr><tr><td>2025</td><td>\$325.00 [NC]</td></tr><tr><td>2026</td><td>\$325.00 [NC]</td></tr><tr><td>2027</td><td>\$325.00 [A]</td></tr><tr><td>2028</td><td>\$325.00 [A]</td></tr></table>			Year	Minimum Wharfage Charges	2025	\$325.00 [NC]	2026	\$325.00 [NC]	2027	\$325.00 [A]	2028	\$325.00 [A]
Year	Minimum Wharfage Charges											
2025	\$325.00 [NC]											
2026	\$325.00 [NC]											
2027	\$325.00 [A]											
2028	\$325.00 [A]											
Cargo loaded or discharged overside vessels to or from another vessel will be assessed one half the named wharfage charges, subject to minimum wharfage charges shown above.												
WHARFAGE CHARGES (Rates in dollars and cents)												
TYPE OF CARGO	WHARFAGE PER UNIT	UNIT										
General Cargo, NOS:												
Year												
2025	\$6.54 [NC]	Short Ton										
2026	\$6.67 [NC]											
2027	\$6.80 [A]											
2028	\$6.94 [A]											
Exemptions:												
Explosives Gravel Hazardous Waste Live Animals Rock	The rate for these Items by request only											
(Continued in next column)												

RULES AND CHARGES		
ITEM 260 (Cont'd)		
WHARFAGE CHARGES (Rates in dollars and cents)		
TYPE OF CARGO	WHARFAGE PER UNIT	UNIT
Fuel:		
Year		
2025	\$0.03 [NC]	Per Gallon
2026	\$0.03 [A]	
2027	\$0.03 [A]	
2028	\$0.03 [A]	
Lumber, Cants or Logs		
Year		
2025	\$6.54 [NC]	Per 1,000 Board Feet
2026	\$6.67 [NC]	
2027	\$6.80 [A]	
2028	\$6.94 [A]	
Fish, loose:		
Year		
2025	\$0.05 [NC]	Per Pound
2026	\$0.05 [NC]	
2027	\$0.05 [A]	
2028	\$0.05 [A]	
Empty Containers:		
Year		
2025	\$15.92 [NC]	Per Container
2026	\$16.24 [NC]	
2027	\$16.56 [A]	
2028	\$16.89 [A]	

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RULES AND CHARGES		
ITEM 270		
SECURITY FEES		
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, ARR 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 below, shall be in addition to all other fees and charges due under this tariff. At the ARR'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.		
Assessed for vessels loading or offloading cargo, the following Security Fees will apply:	SECURITY FEE: PER TON	MINIMUM SECURITY FEE: PER DOCKING
Year		
2025	\$0.60 [NC]	\$300.00 [NC]
2026	\$0.60 [A]	\$300.00 [A]
2027	\$0.60 [A]	\$300.00 [A]
2028	\$0.60 [A]	\$300.00 [A]
Assessed for vessels not handling cargo, the following Security Fees will apply:	SECURITY FEE: PER VESSEL PER DAY	MAXIMUM MONTHLY SECURITY FEE:
Year		
2025	\$300.00 [NC]	\$600.00 [NC]
2026	\$325.00 [NC]	\$650.00 [NC]
2027	\$325.00 [A]	\$650.00 [A]
2028	\$325.00 [A]	\$650.00 [A]
(Continued in next column)		

RULES AND CHARGES	
ITEM 270 (Cont'd)	
SECURITY FEES	
Port Security Container Fees:	SECURITY FEE: PER EMPTY CONTAINER
Year	
2025	\$2.60 [NC]
2026	\$2.60 [A]
2027	\$2.60 [A]
2028	\$2.60 [A]
SECURITY SERVICES	
When actual security is required to be provided by ARR, the security fees assessed will be \$75.00 per hour in lieu of the above listed fees.	

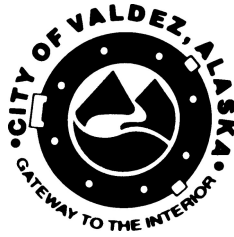
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ISSUED BY: Alaska Railroad Corporation, Real Estate & Facilities, P. O. Box 107500, Anchorage, AK 99501-7500

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
	ABB/REF	EXPLANATION
	ARR CFR CSO FSO NOS STB STCC STT TBD	Alaska Railroad Corporation Code of Federal Regulations Company Security Officer Facility Security Officer Not Otherwise Specified Surface Transportation Board Standard Transportation Commodity Code Seward Terminal Tariff To Be Determined
	[A] [C] [D] [I] [NC] [R] %	Addition/New Change Cancel/Eliminated Increase No Change, except as otherwise noted Reduction/Decrease Percent
	(Underscored portion denotes change.)	
ISSUED: February 5, 2025		
EFFECTIVE: February 25, 2025		
ISSUED BY: Alaska Railroad Corporation, Real Estate & Facilities, P. O. Box 107500, Anchorage, AK 99501-7500		

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**PORT OF VALDEZ
TERMINAL TARIFF NO. 100-24
TERMINAL TARIFF FMC-NO. 100-24
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-24**

ISSUED BY

**PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686**

**NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA**

**PHONE: (907) 835-4564
WEBSITE: www.ci.valdez.ak.us/port**

FAX: (907) 835-4479

APPROVED: December 2023

EFFECTIVE: January 1, 2024

RESOLUTION: 20-76

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

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REVISIONS

Issued

January 1, 2024

Revision 1: Page 5, Rule I, Section E. Added the Day after Thanksgiving as a Holiday.

Revision 1: Page 18, Section I - Wharfage Commodity Rates: No. 1, removed empty container fee.

Revision 2: Page 18, Section I - Wharfage Commodity Rates: No. 4, Increase Freight NOS to \$6.25

Revision 3: Page 19, Section K - Security, subpart b. increase Armed Guard fee to \$150.00/hr/guard

Revision 4: Page 19 Section K - Security, subpart c. increase Full Port Closure Day to \$3,000/day

Revision 5: Page 19 Section K - Security subpart d. increase Partial Port Closure Day to \$2,000/day

Revision 6: Page 20, Section O - Upland Storage subpart a. increase per square foot per month at \$0.30 first layer only

Revision 7: Page 20, Section O - Upland Storage, Add subpart d. Flat Rate Storage of \$15,000/per row with a minimum of 12-month lease.

Revision 8: Page 21, Section Z - Cruise Ship Head Fee - A head fee of \$3.00/ cruise ship passenger starting January 1, 2025.

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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez or the Port. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT: PORT OF VALDEZ, P.O. BOX 787, VALDEZ, AK 99686
(907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year's Day, Martin Luther King Jr. Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – DEFINITIONS

A. DEFINITIONS. The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship's tackle, or terminal's tackle, and place of rest on dock, truck, vessel or other conveyance.

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HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

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TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or

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structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.
3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

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G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,
2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

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M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or

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lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Cargo shall be broken down by type and quantity. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

1. North Star Terminal and Stevedore Company
P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

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RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. **PAYMENT TERMS:** All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. **CREDIT:** Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. **DELAYS – NO WAIVER OF CHARGES:** Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. **RIGHT TO SELL CARGO FOR UNPAID CHARGES:** Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. **RATE CHANGES:** All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. **RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE:**
 Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. **PREPAYMENT:** Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

H. **LABOR:** Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

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I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

K. RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

L. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

M. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

N. APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

O. REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

P. INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

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RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.
2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.
3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.
4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.
5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.
6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.
7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel’s arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.
8. DOCKAGE RATES: Based on vessel length-over-all

a. Up to 100 feet	\$1.45 per linear foot
b. Up to 600 feet	\$2.45 per linear foot
c. Up to 900 feet	\$3.45 per linear foot

Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.

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Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.
- d. Hazardous Waste Materials

Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

Note 5. Dockage Fees will increase \$0.10/ft annually in the ranges above in 2023 & 2024.

Note 6. Dockage Fees will increase 2% annually in the ranges above starting on January 1st 2025.

9. Free Dockage-Dockage charges will not be assessed against the vessel at the invitation of the Port of Valdez for demonstrations and/or public tours and for vessels engaged in construction projects, design, studies, and inspections for the Port of Valdez.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

1. Water hookup charge (April to October) \$75.00
2. Water hookup charge (November to March) \$200.00

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3. Water per 1,000 gallons or fraction thereof \$3.00

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

Domestic: Charge per garbage pickup \$120.00

Foreign Regulated: By special arrangement only.
Per pound charge including container weight, 50 pound minimum \$14.00

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.

Per 24-hour period or less \$22.00

2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

a. Charge per unit \$6.00

b. The van owner or agent shall report to the Port immediately upon arrival.

c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing

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the number of vans and the days served.

- d. Trailers associated with the movement of local seafood logistics shall be exempt.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$6.00

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$18.50	1,2,3
2	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
3	Freight NOS	Freight not otherwise specified	Per ton	\$ 6.25	
4	Logs	Whole or partial	Per 1,000 board feet	\$ 6.00	
5	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
6	Wood Chips	All grades	Per BDU	\$ 1.75	
7	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the

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quantity contained within.

4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

- | | |
|---|-----------|
| a. Watchman (unarmed) per person | \$90.00 |
| b. Armed Guard per person | \$150.00 |
| c. Port Security Terminal Full Closure per day | \$3000.00 |
| d. Port Security Terminal Partial Closure per day | \$2000.00 |

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

- | | |
|--|----------|
| a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at | \$95.00 |
| b. Fire apparatus required, per hour at | \$165.00 |

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port. Inventory will be taken on Wednesday of every week, and free time shall be considered the period of time between inventories.

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N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- | | |
|--|---------|
| a. per square foot (1 st layer only) per month at | \$ 0.30 |
| b. per automobile | \$10.00 |
| c. per piece of heavy machinery including wheeled units | \$35.00 |

O. UPLAND STORAGE: Items accepted for storage:

- | | |
|--|---------|
| a. Storage will be assessed, per square foot per month at | \$0.30 |
| b. Minimum charge for storage per month | \$50.00 |
| c. Storage Items left in place for extended periods of time maybe charged quarterly, or annually at the convenience of the Terminal Manager or his/her designee. | |

P. LOG STORAGE: Assessed monthly:

- | | |
|---|--------|
| 1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: | \$0.05 |
| 2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: | \$0.10 |

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

New hire employees requiring background checks shall be assessed a fixed rate of \$45.00 per individual. This background fee includes the initial \$10.00 per individual registration fee. All individuals who require escort must notify the FSO Daily.

R. FINES FOR VIOLATIONS:

- | |
|---|
| a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations. Additionally the firm or individual may be assessed a fee of \$75.00 per staff hour, for time lost associated with the violations. |
|---|

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- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager.

S. MAINTENANCE/ADMINISTRATIVE CALL OUT CHARGE: When the Port shall be asked to require maintenance or administrative staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of \$10.00 shall be assessed for each vehicle requiring scale services.

U. TEMPORARY OFFICE SPACE FEE: A fee of \$100.00 per day per office.

V. PORTABLE RESTROOM FEE: A fee of \$100.00 per day or \$500 per month.

X. PORT PERMITS, AGREEMENTS, AND CHARGES:

1. Stevedoring Services Permit negotiated by contract.
2. Special use Permit Approved by Valdez City Council on individual basis.
3. Building Lease Agreement will be 10% of the Appraised Value, unless otherwise negotiated by contract.
4. Communications Site Agreements will be negotiated by contract.
5. Special Use Agreements shall be approved by Valdez City Council on an individual basis.

Y. JOHN THOMAS KELSEY MUNICIPAL DOCK UPLAND FEES:

- a. Rental for Plaza or Parking Lot \$100 1-4 hours
- b. Rental for Plaza or Parking Lot \$300 4-24 hours
- c. Rental for Plaza or Parking Lot Commercial Rate \$300 1-4 hours
- d. Rental for Plaza or Parking Lot Commercial Rate \$600 4-24 hours
- e. Overhead Plaza Heaters \$50 1-4 hours
- f. Overhead Plaza Heaters \$100 4-24 hours

Z. CRUISE SHIP HEAD FEE: A head fee of \$3.00/cruise ship passenger starting January 1, 2025.

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APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

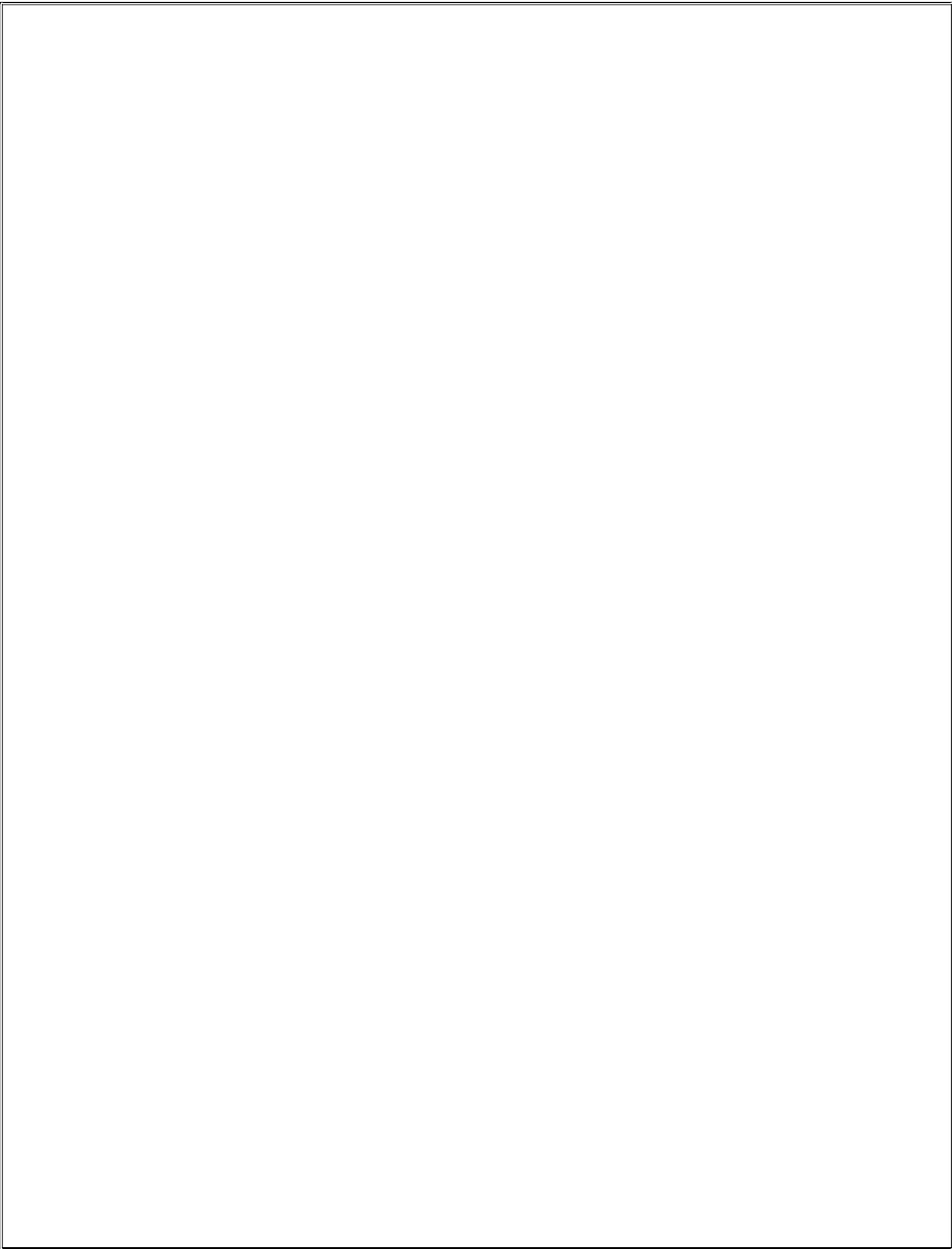
To Convert 546,224 Pounds to Kilos:

546,224 Kilos x 2.2046 1,204,205.4304 Pounds	OR	546,224 Pounds x .4536 247,767.206 Kilos	OR
500,000	1,102,300.0	500,000	226,800.0
40,000	88,184.0	40,000	18,144.0
6,000	13,227.6	6,000	2,721.6
200	440.92	200	90.72
20	44.092	20	9.072
4	8.8184	4	1.8144
TOTAL Kilos	1,204,205.4304 Pounds	TOTAL	247,767.2064

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF



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TERMINAL TARIFF / SCHEDULE NO. 3

MATANUSKA-SUSITNA BOROUGH PORT MACKENZIE MARINE TERMINAL

In Accordance with the Rules for Marine Terminal Operators in
conformance with the Federal Maritime Commission

NAMING RATES, RULES, AND REGULATIONS FOR MARINE TERMINAL SERVICES APPLYING AT THE PORT MACKENZIE MARINE TERMINAL

**Note: All previous Tariffs, Rules, Regulations and Rates
written, printed or oral,
Heretofore adopted, are hereby rescinded.
(Cancels Port MacKenzie Terminal Tariff No. 2)**

Located At
Latitude 61.27 N, Longitude 149.92 W



EFFECTIVE April 18, 2022

REVISIONS

Document	Date	Section/Page	Revised By	Change
Original Document	April 18, 2022	All	OR 22-042	Repealed all previous
Revision 1:				
Revision 2:				
Revision 3:				
Revision 4:				
Revision 5:				
Revision 6:				
Revision 7:				
Revision 8:				
Revision 9:				
Revision 10:				
Revision 11:				
Revision 12:				
Revision 13:				
Revision 14:				
Revision 15:				

Matanuska-Susitna Borough, Port MacKenzie Marine Terminal
TARIFF NO. 3

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Section I. GENERAL INFORMATION

A. INTRODUCTION

1. **SCOPE** - The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall include all facilities owned or managed by the Matanuska-Susitna Borough (hereafter, "Mat-Su Borough" or "MSB") in the Port MacKenzie Port District (MSB 18.02.020), including the Port MacKenzie Marine Terminal.
2. **APPLICABILITY** - The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall apply to all vessels, agents, owners, masters, operators, truckers, rail operators, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments.
3. **IMPLIED CONTRACT** - Entry upon or docking at the Terminal by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port and Terminal's Tariff and Rules and Regulations.
4. **RESPONSIBILITY** - Any person or persons acting on behalf of entities using the terminal, or agents thereof, shall be jointly and severally responsible for all payment of charges as set forth in this Tariff.
5. **RISK** - Persons entering the Terminal shall do so at their own risk.
6. **COMPLAINTS** - Shipper's requests and complaints shall be promptly and fairly considered by the MSB provided that they are submitted in writing to the Port Operations Manager at the address indicated in the Tariff.
7. **CHANGES** - The MSB and its Port Operations Manager (as authorized) reserves the right to alter, change, amend, or modify any of the provisions contained herein, upon reasonable notice to vessels and tenants using the Port and its facilities. The date and reference to such changes shall be noted on the Revision page of this document.
8. **NON-RETROACTIVE** - When the action of the MSB is in response to a user's request or complaint and requires Tariff change, no such change will be retroactive.
9. **RULE OF LAW** - The laws of the United States of America and the State of Alaska shall apply to the provisions of this Tariff.
10. **CONTACTS** - PORT MACKENZIE
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, AK, 99645
Dave Griffin, Port Operations Manager
Office: (907) 861-7799 Cell: (907) 707-4174
Email: David.Griffin@matsugov.us

Matanuska-Susitna Borough, Port MacKenzie Marine Terminal
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11. HOURS OF OPERATION – Port MacKenzie operates 24 hours a day, 7 days a week, 365 days a year. The Administrative Offices are open from 8 AM – 5 PM local time Monday through Friday, excluding holidays.

12. HOLIDAYS - For the purposes of this Tariff, the holidays listed below are observed by the MSB, or any day celebrated in lieu thereof.

New Year's Day	January 1*
Presidents Day	Third Monday in February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Veterans Day	November 11*
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25*

*When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday will be considered a holiday.

B. RIGHTS AND COMPLIANCE

1. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS - The MSB and its Port Operations Manager reserve the right to execute supplemental or separate contracts outside of this Tariff, subject to Federal Maritime Commission Rules, Regulations, and Administrative procedures. Such contracts shall be consistent with the provisions of this Tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff.

2. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION - The MSB, through the Port Operations Manager or designee, reserves the right to establish separate Rules and Regulations in addition to the provisions of this Tariff which shall apply to all Port users and with the same authority and in the same manner as the Tariff.

3. RIGHT OF FINAL DECISION - In the event of a dispute regarding any of the terms and conditions as stated in this Tariff, supplemental Rules and Regulations, or supplemental contracts, the decision of the Port Operations Manager shall be final.

4. ADDITIONAL COMPLIANCE - Users of the MSB's port facilities in Port MacKenzie are subject to federal, state, and municipal regulations as applicable, as well as supplemental Terminal Rules and Regulations as established by the MSB or its Port Operations Manager.

Matanuska-Susitna Borough, Port MacKenzie Marine Terminal
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5. SECURITY - Users are advised that the maritime facilities of the MSB are subject to the federal security regulations under 33 CFR Part 105.

6. SAFETY - Users shall comply with the requirements as set forth in the Occupational Safety and Health Act as stipulated in Public Law, 91-596.

7. LICENSE REQUIREMENT - No party or contractor may conduct business on the facilities associated with the marine terminals without a license or permit issued by the Port Operations Manager. The MSB reserves the right to issue non-exclusive Terminal Operating Permits to qualified firms handling specific cargoes.

Section II. ABBREVIATIONS, DEFINITIONS AND SYMBOLS

A. ABBREVIATIONS

@	At	Lbs.	Pounds
%	Per Cent	LT	Long Ton-2,240 pounds
AK	State of Alaska	M	Thousand
AM	Before noon, local time	MBF	Thousand Board Feet
BBL	Barrel	Meas.	Measurement
BDL	Bundle	MT	Metric Ton-2,205 pounds
BDU	Bone Dry Unit	NA	Not Applicable
BF	Board Feet	N.C.	No Charge
CFS	Cargo Freight Station	NOS	Not Otherwise Specified
COR	Certificate of Registry	O.T.	Overtime
Cu.Ft.	Cubic Feet	Pkg.	Package
CWT	Hundredweight-100lbs.	PM	After noon, local time
CY	Container Yard	S.F.	Square Feet
EA	Each	Sq.	Square
FMC	Federal Maritime Commission	ST	Short Ton-2,000 pounds
FSO	Facility Security Officer	S.T.	Straight Time
FSP	Facility Security Plan	SU	Set Up
Ft	Feet	Ro-Ro	Roll On-Roll Off
K	One Thousand	T	Ton
KD	Knocked Down	USD	U.S. Dollars
KG	Kilograms	Viz.	Specifically or Namely
KHW	Kilowatt Hour	Wt.	Weight

Matanuska-Susitna Borough, Port MacKenzie Marine Terminal
TARIFF NO. 3

B. DEFINITIONS

Unless provided otherwise in this Tariff, applicable definitions set forth in 46 CFR part 525.1(c) shall control.

1. BARREL - equivalent to 42 US gallons of fresh water.
2. BERTH - Shall mean the area of water alongside a pier where a vessel is docked.
3. CARGO - Merchandise to be loaded on or discharged from a vessel, truck, container or railcar.
4. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
5. CURRENCY - For the purposes of rates and charges as outlined in this Tariff, all rates shall mean US Dollars.
6. DEMURRAGE - This is the charge assessed against cargo which remains on the pier after expiration of the free time allowed.
7. DUNNAGE - pieces of wood, matting, synthetic material or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
8. DOCK - Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the MSB.
9. DOCKAGE - Charges assessed against the vessel for the service of providing space alongside of a wharf, pier, within a slip or adjacent seawall structure for the docking or berthing of watercraft, or the mooring thereof, or other watercraft so berthed.
10. FACILITY SECURITY OFFICER (FSO) - The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 CFR Part 105.
11. FACILITY SECURITY PLAN (FSP) - The plan for terminal security under the requirements of 33 CFR Part 105.
12. FREE TIME - This is the time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, or immediately subsequent to its discharge from a vessel until such time the cargo is removed from the terminal or associated facilities.

Matanuska-Susitna Borough, Port MacKenzie Marine Terminal
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13. FREIGHT – Shall mean cargo (see “cargo”), or other materials delivered to a vessel as supplies for that vessel.
14. HANDLING - Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.
15. HANDLING CHARGE - Handling Charge is the charge assessed in performing loading or discharge of cargo between vessel's cargo handling equipment, or Terminal's cargo handling equipment, and place of rest on dock, truck, vessel, or other conveyance.
16. HAZARDOUS CARGO - Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Department of Environmental Protection as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling and disposal.
17. HOT WORK - Hot work means work involving electric or gas welding, cutting, brazing, or similar flame or spark-producing operations.
18. LICENSE - Shall mean a document issued by the Port Operations Manager granting permission to the licensee to conduct business on the property managed by the MSB.
19. LAYBERTHING - A vessel moored at the pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
20. LIVESTOCK - Shall mean any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
21. LONGSHOREMAN - Shall mean any person engaged in the handling of cargo.
22. MANIFEST - Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
23. MSB – Shall mean the Matanuska-Susitna Borough or its duly authorized representative, including, but not limited to, the Port Operations Manager
24. OVERALL - Shall mean the greatest distance between two points either above or below the water.
25. OVERSIDE CARGO HANDLING - shall mean shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.

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26. PACKAGE - A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
27. PALLETIZED FREIGHT - Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
28. PER DIEM - Shall mean a period of one day equivalent to 24 hours.
29. PERSON - Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
30. PIER - The fixed structure along the water's edge to which is a vessel may be tied up and moored.
31. PERISHABLE CARGO - Shall mean such agricultural or seafood products required to be stored and transported in temperature-controlled environments.
32. PORT – Port shall mean all lands designated in the Point MacKenzie Port District (MSB 18.02.020) including the dock, submerged lands, tidelands, and upland sections.
33. PORT OPERATIONS MANAGER - Under this Tariff shall mean the senior manager, or his/her designee, who shall be the local representative responsible for the management of the designated marine terminal facility and port properties.
34. PROCESSED – Shall mean that cargo has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
35. REEFER - Shall mean refrigerated cargo or the temperature-controlled unit it is contained within.
36. RO-RO RAMP -The floating or fixed ramps at the facilities used for the transferring of vehicles to and from vessels.
37. SEAFOOD – Shall mean any species of fish, shellfish, or other aquatic animal harvested from any body of water.
38. SLIP - A berth for smaller vessels.
39. STEVEDORE - Shall mean any management company or entity engaged in the

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management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.

40. **STRIKE STORAGE** - Charge assessed against cargo remaining on the pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
41. **TENANT** - Any party that leases property for exclusive or non-exclusive use at a marine facility.
42. **TERMINAL** - Terminal shall include all land, docks, piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, cargo-handling equipment, and other infrastructure associated with the marine facilities under the management and control of the MSB within the Port District.
43. **TERMINAL OPERATOR** – Shall mean the MSB or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal, and approved to do so by the Port Operations Manager.
44. **TERMINAL OPERATOR PERMIT** – A permit issued by the Port Operations Manager to a qualified entity for operating at the Marine Terminal in the Port.
45. **TERMINAL STORAGE** - The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time and demurrage, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.
46. **TON** - Measure of weight as follows:
- a. Short Ton as expressed in this Tariff shall mean 2,000 pounds US.
 - b. Long Ton as expressed in this Tariff shall mean 2,240 pounds US.
 - c. Metric Ton as expressed in this Tariff shall mean 2,205 pounds US.
47. **USER** – Any party undertaking operations on Port property, including transportation providers, terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations on Port property.
48. **VEHICLE** - Shall mean any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
49. **VESSEL** - Vessel shall mean any floating craft, self-propelled or non-self-propelled, including commercial vessels, ships, and boats; fishing boats; recreational boats; barges; skiffs; or similar craft; as well as public vessels and craft.
50. **VESSEL OPERATOR** – Shall mean the operator, owner or designee of Vessel.

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51. WHARF - Shall mean the cargo handling area located on the terminal.

52. WHARFAGE - Wharfage is the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

53. WHARF DEMURRAGE - See demurrage.

54. WHARF STORAGE - Charge assessed against cargo remaining on a pier or wharf after the expiration of free time, or for providing warehousing or other uses of terminal facilities for the storage of inbound, outbound, import or export cargo, with the permission of the Port Operations Manager.

Section III. GENERAL RULES AND REGULATIONS

A. GENERAL

1. PUBLIC THOROUGHFARES - The Port and its associated properties are not public thoroughfares.

2. ACCESS TO PORT FACILITIES - The Port Operations Manager shall at all times have the right to refuse access to any Dock or Terminal facility by any person or vessel or to remove, or cause to remove, any vessel, person, or cargo at any time from any Dock or Terminal facility. This right shall be reserved at all times to the Port Operations Manager without responsibility for demurrage, loss or damage when:

- a. Previous arrangements for use, space, receiving, or unloading have not been made with the Port Operations Manager;
- b. The Vessel is unsafe or hazardous and may pose a risk to life or property;
- c. The value of the Vessel, in the opinion of the Port Operations Manager, is less than the probable service charges and other charges related to its use of the dock or Terminal facilities;
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Port Operations Manager, the circumstances then prevailing or likely to occur will prevent the Dock or Terminal facilities, or any portion of them, from providing customary services to the public; or
- e. Persons have violated federal, state, municipal, or port regulations.

3. DAMAGE TO FACILITIES – Vessel Operators and all other users are held liable for any damage to facilities resulting from their use. Vessel Operators will be held

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responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port Operations Manager reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by Vessels, their owners and/or agents, Stevedores or other parties and hold them responsible for payment.

B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO

1. RIGHT TO REFUSE CARGO - The Port Operations Manager shall at all times have the right to refuse to accept, receive or unload, or permit a vessel to discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Port Operations Manager by the cargo owner;
- b. Cargo not suitably packed for safe transportation;
- c. Cargo with a cargo owner that is responsible for outstanding charges that have not been paid;
- d. Cargo deemed by the Port Operations Manager, in the reasonable exercise of his/her discretion, to be offensive, perishable, obnoxious, or hazardous.
- e. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179);
- f. Cargo, the value of which may, in the opinion of the Port Operations Manager, be less than the probable service charges and other charges related to it;
- g. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Port Operations Manager, the circumstances then prevailing or likely to occur will prevent the Docks or Terminal facilities, or any portion of them, from providing customary service to the public;
- h. Cargo not properly labeled;
- i. Cargo beyond the acceptable, stated weight;
- j. Cargo not properly packaged or contained;
- k. Hazardous cargo that is mislabeled and/or was not previously granted permission to be accommodated; and/or
- l. Cargo of a nature that may create a safety concern for the Port or when the Terminal is not properly equipped to handle such cargo.

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2. **OFFENSIVE FREIGHT** - Hazardous or offensive freight, which, by its nature, is likely to damage freight or the Terminal is subject to immediate removal either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage, for the account of the cargo owner.

3. **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO** - The Port Operations Manager may move or remove Cargo from the Terminal to safeguard life and property, for the convenience of the Port Operations Manager, or if freight remaining on wharf or wharf premises remains after expiration of free time. Freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee, vessel operator, or carrier as responsibility may appear.

4. **ACCESS TO CARGO RECORDS** - The vessel operator will be required to allow the Port Operations Manager to have access to the manifest of cargo, loading list, or other transportation documents at the earliest time that such documents are available and no later than 48 hours prior to the time that cargo and/or passengers are to be loaded to or discharged from a vessel. Such documents must be provided for the purpose of supervising the proper use of the Terminal and obtaining the data necessary to permit the correct determination of charges. Any such information shall not be disclosed to any person other than a member of the Port Commission or MSB staff carrying out official duties, unless a formal request is received under the Freedom of Information Act and a legal determination is made which requires the release of this information.

5. **STORAGE LOCATION** - The MSB reserves the right at its option to require the cargo owner to store in a public warehouse, or to move to another location on the Terminal at the entire risk and expense of the cargo owner, all cargo which is not removed at the expiration of the prescribed free time. The MSB shall have a lien on such cargo for all charges due.

6. **ABANDONED CARGO** - If cargo (such as damaged or unsaleable cargo) is abandoned and left upon the Terminal, the cargo owner will be responsible for removal of such cargo at its own expense and for reimbursement to the MSB if any wharfage, demurrage, or other charges have accumulated. The Port Operations Manager may, at his/her discretion, require a delay in sailing of the vessel until such cargo has been removed, and all accrued charges have been paid in full. Cargo abandoned on the Terminal may be disposed of in a manner determined by the Port Operations Manager including disposal or sale of the cargo as appropriate.

7. **HAZARDOUS CARGO** - Notice shall be given to the Port Operations Manager of any vessel, truck, rail, vehicle, or any other conveyance carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of

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docks. All hazardous cargo must be properly labeled in accordance with Federal HAZMAT and International HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the Terminal.

8. EXPLOSIVES AND DANGEROUS OR OBNOXIOUS CARGOES - No gunpowder, explosives or other dangerous or obnoxious cargoes listed in USDOT Hazard

Classification System Classes 1 through 9 inclusive shall be discharged or loaded upon the Terminal except by written permission of the Port Operations Manager. Firearms, civilian or military, and military equipment shall be considered as dangerous cargo under this item.

9. EXPLOSIVES OR VOLATILE CARGO PERMIT – the following shall apply:

- a. The acceptance, handling, or storage of explosives, highly flammable, corrosive, highly volatile material shall be subject to special arrangements with and permission of the Port Operations Manager and governed by rules and regulations of Federal, State, local authorities, and the Rules and Regulations of Port MacKenzie.
- b. Written applications for the transfer or movement of explosives and dangerous or obnoxious cargoes through the Terminal shall be made to the Port Operations Manager. Such application shall, at a minimum, include the following information:
 - 1) Names, addresses, telephone numbers and other pertinent information regarding persons and agencies to contact in the event of emergency.
 - 2) Description of the cargo, including DOT Hazard Classification System Class 1 through 9 designation.
 - 3) Amount of cargo, including the number and weight of packages or containers.
 - 4) Copies of relevant Safety Data Sheets (SDS) that clearly state the nature of the cargo or other materials brought on site and specific emergency response actions to be taken in the event of spillage, fire or other emergency.
 - 5) Copies of all relevant DOT shipping documents specifying the shipping name of the cargo, hazard class or division thereof, packing group, and emergency response requirements.
 - 6) Copies of relevant documentation for cargoes comprised of firearms, firearms components and/or military equipment, including required End-User Certificates, along with relevant shipping and clearance documents.

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- c. All explosives or other dangerous or obnoxious cargoes, if permitted to be loaded or unloaded at the Terminal, shall be clearly labeled in accordance with all applicable Federal, State, and Municipal laws and regulations governing the transportation, storage, and handling of hazardous cargoes.
- d. The handling, loading, unloading and storage of explosives and/or other dangerous articles or substances shall be subject to all applicable laws, rules and regulations promulgated by the United States of America, the State of Alaska, the Matanuska-Susitna Borough, and other proper and competent authorities.
- e. If handling is permitted, cargo of class 1 (explosive) or class 7 (radioactive) designation, or acids, corrosive liquids, or poisons, for loading to or discharging from a vessel, shall not be allowed on the Terminal until it can be loaded aboard a vessel or be allowed to remain on the Terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel. The Port Operations Manager shall be notified as far in advance as possible of the date and time of receiving such cargo, in order that a suitable location may be designated for a temporary place of rest for such cargo pending loading and removal from the Terminal. Such notification shall include any special provisions for cargo handling and security, the cost of which shall be the responsibility of the vessel or owner. Inbound, such cargo shall be removed from the Terminal forthwith on the day it is discharged.
- f. The Port Operations Manager may require the vessel operator and/or cargo owner to employ special watchmen at their expense, to watch over any dangerous cargo on the Terminal when in the judgment of the Port Operations Manager such action is necessary to protect the public safety, property and cargoes against fire or other hazards until the cargo has been removed from the Terminal.
- g. In the event of spillage, breakage, release, fire or other emergency event, the Vessel Operator and/or Cargo Owner of the dangerous cargo shall have sole responsibility for the costs of emergency response, including the costs of any clean-up and repair actions required to make the Terminal safe for general use.

10. OWNERS RISK - Glass, liquids, and fragile articles will be accepted only at Cargo Owner's risk for breakage, leakage, or chafing, the Port Operations Manager being liable for loss or damage only in case of lack of ordinary care. Freight subject to freezing will be accepted only at Cargo Owner's risk. Freight in open storage on wharf platforms or ground is at Cargo Owner's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by the Port Operations Manager to be moored in slips at moorage dolphins, at wharf, or alongside vessels, are at Cargo Owner's and/or Vessel Operator's risk for loss or damage.

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11. LIVESTOCK - The acceptance and handling of livestock shall be subject to special arrangements with the Port Operations Manager, and governed by rules and regulations of Federal, State, and local authorities.

12. OVERWEIGHT CARGO - Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur,

directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

C. RIGHTS OF THE TERMINAL

1. RIGHT TO BOARD VESSEL AND INSPECT - The Port Operations Manager may enter upon and inspect any vessel at the Terminal in order to determine the kind and quantity of cargo aboard or to identify safety or security concerns. No person or persons shall hinder, molest, or refuse entrance upon such vessel for the aforementioned purposes.

2. MANIFESTS REQUIRED OF VESSELS – Vessel Operators are required to furnish the Port Operations Manager with complete copies of vessels' manifests showing names of consignees or consignor and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

D. ENVIRONMENTAL

1. COMPLIANCE - All users, cargo owners, vessel operators, and persons entering the Port shall comply with all environmental regulations of the Federal government, State of Alaska, and the Matanuska-Susitna Borough.

2. RUBBISH - No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse, or other materials placed temporarily on the Terminal must, upon demand, be removed from the Terminal by the person or persons placing it there. The Port Operations Manager reserves the right to remove or cause to be removed rubbish at the expense of the party responsible. Rubbish may only be removed from the Terminal by contractors licensed by the Port Operations Manager.

3. DISCHARGE OF LIQUIDS - Vessels may not discharge fluids overboard including black water, graywater, or other liquids while at the Terminal. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

4. STACK EMISSIONS - Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal.

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5. DUNNAGE –

- a. All dunnage entering the terminal utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent.
- b. If Dunnage material, packaging material, wires, bands, or refuse of any kind have accumulated on the Terminal during cargo storage, loading or unloading, the vessel operator will be held responsible for the prompt removal of such material immediately at the completion of loading, unloading, or handling operations, and such removal is to be at vessel operator's expense. If such requirement is not promptly complied with, the Port Operations Manager will immediately remove, or cause to be removed, such material, and the expense incurred will be charged to the vessel operator.

6. HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored on the Terminal by any persons without permission of the Port Operations Manager.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Port shall comply with all relevant provisions of Federal, State, Municipal, and MSB laws and regulations in the disposition of hazardous waste materials.
- d. Said disposition shall be in such a manner that the MSB shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials.

E. VESSELS MOORING

1. BERTHED - Vessels berthing at the Terminal must:

- a. Be properly manned at all times, however, should a barge without adequate protective quarters be berthed at the terminal, such manning may be located on a towing vessel immediately adjacent to the barge;
- b. Have on board sufficient personnel to move the vessel in case of emergency.
- c. Have on board, at all times (24/7), manning sufficient to adjust mooring lines in order to adapt to changing tidal conditions, due to the tidal extremes in excess of 40 feet in Cook Inlet; and

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- d. Meet international and Federal Security regulations and other rules including properly-licensed and documented personnel.

2. APPROACH AND DEPARTURE FROM BERTHS - Vessels approaching or departing berths when passing in and out of Federal and State channels, over submerged lands outside of the immediate terminal berths, do so at their own risk and shall not hold the Port, MSB, or the Terminal responsible for any vessel damage or casualty during such transit.

3. APPLICATION FOR BERTHING - All vessels desiring a berth at the Terminal shall, as far in advance of the date of docking as possible, and no less than seven (7) days in advance of the scheduled time of arrival, make application for berthing to the Port

Operations Manager. Applications for berthing are provided by the Port Operations Manager on request.

4. ASSIGNED BERTH - All vessels receiving berth assignments from the Port Operations Manager, shall dock at their respective assigned location at the Pier, at the time and for the period stated in their application, and shall be solely responsible for making prior arrangements for docking assistance and stevedoring services, and for notifying the Port Operations Manager of such arrangements. Vessels berthing at the terminal must provide confirmation of berthing to the Port Operations Manager at least 12 hours in advance of arrival.

5. NON-INTERFERENCE - All vessels are responsible for insuring that personnel providing docking assistance or loading, unloading, or handling services do not interfere in any way with the rights of other terminal users or tenants to free access or use of their pertinent leased or designated areas of the terminal, and that such personnel exit the terminal upon completion of the relevant services.

6. OPERATIONAL SPACE - No personnel providing docking assistance or loading, unloading, or handling services shall be allowed to enter into or infringe upon any space upon the Pier other than that required for docking and cargo/passenger loading and unloading, and designated by the Port Operations Manager for such purposes. All vessel docking, loading and unloading, embarkation and disembarkation, and departure operations shall be conducted by the vessel in a manner that will not interfere with the operation of other users, including the movement of trucks, personnel, equipment, to or from any other part of the Terminal.

7. SCHEDULING OF VESSELS - The Port Operations Manager reserves the right to establish vessel berthing schedules and the use of all terminal facilities for the convenience of the Port. Application for berthing must be made at least seven (7) days in advance of vessel arrival. If there are any vessel traffic or berthing conflicts, the Port Operations Manager shall have final authority over berthing assignments.

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8. RIGHT OF TERMINAL TO MOVE VESSELS – The following shall apply:

- a. Whenever necessary for the proper and safe operation of the Terminal and/or its facilities, the Port Operations Manager may order a vessel to depart the Terminal or to move to such other place as he/she directs at the expense of the Vessel Operator.
- b. The Port Operations Manager reserves the right to have a vessel moved or removed at the expense of the vessel operator when the order to comply is not acted upon.
- c. If any damage occurs to the pier or other property as a result of such a move, or should any equipment and/or labor be rendered idle by such a move, all expenses shall be charged to the vessel operator.
- d. The Port Operations Manager may order a vessel to move, to such a place as directed, at the vessel operator's expense when, in the opinion of the Port Operations Manager:
 - 1) It is necessary for the proper operation of the facility;
 - 2) There is an emergency;
 - 3) Terminal congestion may be ameliorated by such a move;
 - 4) A vessel is offensive or hazardous; or
 - 5) A vessel contains hazardous cargo or cargo that is labile to damage other vessels, cargo, or port facilities.

F. LIABILITY AND INSURANCE

1. LIABILITY - The MSB, its officers, agents or employees shall not be held responsible for loss or damage by whomever causes loss or damage to vessels, persons, or cargo or to any other property in or upon, or moving or being moved over, in, through, or under any pier, wharf or other structure or property owned, controlled, or operated by the terminal, resulting from any cause whatsoever, including but not limited to, loss or damage which in any manner is caused by or results from the following: theft; pilferage; animals, including rats, mice and other rodents; birds; insects; shrinkage, wastage, seepage, or leaking containers; heating; evaporation; fire or the extinguishing thereof; dampness; rain; floods; freezing, frost, or other action of the elements or acts of God; collapse of walls, piers, or other structures; breakdown of plant, machinery, or equipment; damaged cargo containers or packaging; floats, logs or pilings required to breast vessels away from wharves; sabotage, insurrection, revolution, or war; riot; strikes or any combination of the foregoing, including clerical errors or omissions in the dispatch of cargo.

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2. RESPONSIBILITY FOR SAFETY, SECURITY – Vessel operators shall be solely responsible for the safety and security of cargo, personnel, crew and passengers loaded or unloaded, embarked or disembarked at the Terminal.

- a. Vessel operators shall make proper provision, in consultation with the Port Operations Manager, for safety and security.
- b. Tenants leasing warehouse storage space or other facilities at the Port shall be solely responsible for the safety and security of stored goods and personnel providing services within their respective leased space.
- c. Users agree to cooperate with the Port Operations Manager and enforce all applicable rules and regulations of the MSB as contained in this Tariff, or supplemental rules, regulations or agreements, with respect to its agents, employees, contractors, guests and invitees.

3. INSURANCE FOR SERVICES -The rates contained herein do not include insurance of any kind. The interested party should procure insurance, including, but not limited to, fire, theft, casualty and liability or any other such insurance as deemed appropriate by the Port Operations Manager. The MSB shall be under no obligation to provide insurance of any type for any vessel, cargo, or liability arising out of use of the Terminal.

4. INSURANCE - The Port Operations Manager reserves the right to request specific insurance, and may request certificates for users to confirm they have required levels to cover operations. The Port Operations Manager shall furnish the user the requirements for insurance and minimum levels required. The MSB can specify additional insurance for operations or users or may require to be named co-insured on policies. Requirements for users as applicable may include but are not limited to:

- a. Workers' Compensation, including Social Security, Unemployment, and Longshore and Harbor Workers endorsements, required under all applicable Federal and State statutes and municipal ordinances for all the user's employees performing its work, in amounts established by the state of federal law, and Employer's Liability Insurance in the amount of not less than \$1 Million (\$1,000,000.00);
- b. Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody, and control) against all claims for bodily injury, death, or property damage occurring on, in, or about any vessels being loaded or discharged by a party, or the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5 Million (\$5,000,000.00) for each occurrence;
- c. Stevedore and Terminal Operators Liability;
- d. Property Damage Insurance;
- e. Commercial Automobile Liability;

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- f. Excess Public Liability and Property Damage Liability;
- g. Protection, Indemnity and Hull Insurance with Wreck Removal rider;
- h. Marine Pollution Insurance;
- i. Cargo insurance;
- j. Warehousing Legal Liability; and
- k. Other such insurance coverage as deemed appropriate by the Port Operations Manager.

5. **FORCE MAJEURE** - In the case of occurrence of unusual circumstances, without any fault of the MSB, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine casualty, Government action, labor actions, or similar circumstance, the MSB shall not be held liable for any impacts on users, vessels, persons, or cargo.

G. MISCELLANEOUS RULES AND REGULATIONS

1. **VERIFIED GROSS MASS REQUIREMENTS** - The MSB provides scale and weighing services for container, truck, or cargo weight information. The MSB assumes no weight verification liability for such measurements. The MSB reserves the right under International rules to refuse to handle or accept export containers without a valid Verified Gross Mass Certificate (VGM).

2. **CAPABILITIES** - The Port Operations Manager reserves the right to refuse to permit the handling of cargo that exceeds the maximum allowable weights on the Terminal or any portion thereof, or is, in the determination of the Port Operations Manager, otherwise beyond or outside of the safe operating parameters of the Terminal.

3. **PIER LOADING PERMIT** - A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

4. **STEVEDORING SERVICES** - The services of handling, loading and unloading, and other services not specified herein, shall be provided only by stevedores as licensed by the Port Operations Manager for provision of those services. Handling, loading, and unloading rates are furnished upon request by the service provider.

5. **MOVEMENT OF CARGO AND PASSENGERS** - Temporary storage, loading and unloading of cargo at the Terminal shall be accomplished within the free time specified in this Tariff unless written arrangements for additional time are made with the Port Operations Manager. In addition:

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- a. Embarking and disembarking of passengers shall be accomplished within the time specified in prior written arrangements made with the Port Operations Manager. Vessel operators shall be responsible for the safety and security of passengers crossing the pier, with pedestrian routes to be clearly designated and marked at the expense of vessels.
- b. Vessel operators and/or cargo owners are solely responsible for making any necessary arrangements for required inspections of cargo by the U.S. Customs Service, and for bonded storage or passenger clearances when required. The Port Operations Manager shall be informed of arrangements made for U.S. Customs inspection and/or bonded storage and of any requirements for cargo, personnel and equipment movements at the Terminal for such purpose.
- c. The Port Operation Manager may bar passengers or visitors from the Terminal for the purposes of safety or security as deemed necessary by the Port Operations Manager.

6. AVAILABILITY OF CARGO FOR DELIVERY - The Vessel operator shall be responsible for making inward or outward bound cargo on the Terminal available for delivery to consignees or the vessel. The Vessel operator shall notify the Port Operations Manager of such arrangements for delivery of cargo to consignees, including the estimated number of trucks and the relative timing of cargo pickup/delivery by truck.

7. VEHICLE PARKING – No persons shall be allowed to park automobiles on the Terminal or pier without express permission from the Port Operations Manager. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the MSB shall not be held liable for any loss or damage resulting from such parking. The Port Operations Manager shall designate those areas on the Terminal or other Port property where parking is permitted, and may issue, or cause to be issued, parking permits for vehicles.

8. VEHICLE SAFETY - All persons operating a vehicle on Port property or the Terminal must wear seatbelts. Vehicle speed may not exceed 15 miles per hour on Port property or the Terminal. Vehicles may not be left idling when unattended.

9. SMOKING - There is NO Smoking allowed in any of the buildings in the Port. No smoking shall be allowed on the Terminal except in approved areas or locations specifically designated by the Port Operations Manager for that purpose. Persons violating this rule may be barred, at the discretion of the Port Operations Manager, from further use of the Port or any portion thereof, and in addition, shall be subject to prosecution under the applicable Federal, State, and Municipal laws.

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10. HOT WORK – A Terminal Operator may make a request to perform welding and/or hotwork at the Terminal, in which case the following conditions must be met:

- a. Written permission of the Port Operations Manager is granted;
- b. The Terminal Operator submits a plan to comply with all relevant safety regulations; and
- c. The Terminal Operator complies with all provisions set forth in the prevailing Terminal Rules and Regulations, to be provided by the Port Operations Manager.

11. EQUIPMENT - Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within Terminal facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Port Operations Manager of such arrangements.

12. REQUIRED STORAGE CLEARANCES - When storing cargo on the Terminal, the following clearances shall be maintained:

- a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
- b. There shall be maintained at least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.
- c. When first-aid, fire appliances, alarm boxes, other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at least three (3) feet in width running therefrom to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.
- d. A main aisle of at least twenty (20) feet in width shall be maintained on the Terminal to allow fire trucks or other emergency vehicles to have access throughout the Terminal and onto the pier.
- e. Free and unobstructed operation of all automatic operating fire gates.
- f. Free unobstructed and direct access to all buildings and fire hydrants by the Fire Department.

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- g. Flammable or combustible cargo, freight, merchandise or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet.
- h. No cargo shall be placed or stacked on any portion of the facility not approved by the Port Operations Manager, nor will persons be allowed pedestrian access to any restricted areas of the Terminal unless properly isolated under the Terminal's Facility Security Plan (FSP).

13. **LIMITING WEIGHTS** - Cargo must be stored or stacked so as not to exceed limits as posted. In general, cargo shall be stacked or piled on the pier or terminal so as to produce a uniform loading.

14. **COMPLIANCE FOR STORAGE** - Storage undertaken in any part of the premises shall be done in such a manner as to prevent damage to the Terminal, and to comply with the regulations of the United States Coast Guard and all governing regulatory agencies.

15. **OPERATING AREA AS AUTHORIZED** – All users shall confine their operations to the area designated by the Port Operations Manager, or by the terms of relevant leases.

Users involved in work for a vessel or tenant may not enter or encroach upon areas designated by the Port Operations Manager for use by other users.

16. **DAMAGE TO TERMINAL PROPERTY** - In the event any damage is done to Terminal or pier property, the person or persons responsible for said damage, or in any way involved, shall give a full report to the Port Operations Manager giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentality's involved, as well as any other pertinent facts and information which may be available. The person, persons or entity causing the damage will be held responsible for reimbursing the terminal for the cost of repairing said damage, including the cost of any emergency actions required to be taken by the Terminal, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

Section IV. RATES, CHARGES, TERMS AND CONDITIONS

A. PAYMENT OF CHARGES

1. **APPLICABILITY** - All Users of the Terminal shall be subject to the following fees, terms and conditions as published in this Tariff.

2. **PAYMENT DUE** - All payments are normally due and payable upon presentation of invoice which does not exclude credit or payment plans.

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3. CREDIT - Any User doing business under this Tariff may apply for credit. Failure to pay credit accounts within thirty (30) days shall result in cancellation of credit privileges and the re-establishment of cash terms.

4. DELINQUENCY - If payment is not received within the specified period, the responsible party will be placed on a delinquent list. Such party shall be denied further use of the Terminal until all outstanding charges have been paid.

5. FINANCE CHARGE - Invoices not paid within thirty (30) days are subject to a finance charge of 5% of outstanding balance per month, up to 10% annually.

6. PAYMENT APPLICATION - The Port Operations Manager may apply any payment received against the oldest outstanding invoices.

7. RESPONSIBILITY FOR PAYMENT - The Vessel operator, agent or assigns, agrees to guarantee and pay all Terminal charges which are assessed against the vessel or cargo in accordance with the terms and conditions specified in this Tariff. Agents or Representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services according to the terms outlined in this Tariff.

8. PREPAYMENT OF CHARGES - The Port Operations Manager may, at his/her discretion, require a pre-paid deposit of sufficient funds to cover all charges under any of the following conditions:

- a. If written guarantee for payment of charges is not provided;
- b. Where a party does not have approved credit;
- c. If the parties representing a vessel have habitually been on the delinquent payment list; or
- d. If the vessel operator or cargo owner is unknown to the Port Operations Manager and, in the discretion of the Port Operations Manager, prepayment is warranted.

9. COLLECTIONS - Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.

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10. WITHHOLDING OF CARGO - The Port Operations Manager reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

11. RIGHTS AGAINST VESSEL FOR NON-PAYMENT - The Port Operations Manager reserves the right to detain a vessel, establish a maritime lien upon the vessel, its cargo and freights or arrest a vessel for all unpaid charges due the terminal.

12. DENIAL OF USE - The Port Operations Manager reserves the right to deny anyone the use of any Terminal until all past due accounts are paid.

13. DISPOSITION OF CARGO - The MSB may refuse delivery or loading of cargo or passengers until all past charges have been paid.

14. ALTERNATIVE ARRANGEMENTS - The vessel operator or cargo owner may request alternative arrangements for use of the Terminal and any attendant charges or payment terms prior to the arrival of a vessel or handling of cargo to the satisfaction of the Port Operations Manager. The Port Operations Manager and the MSB are under no obligation to grant any requested alternative arrangements, and may do so at their sole discretion.

14. CURRENCY - All amounts are in United States Dollars (USD).

B. RATES, CHARGES AND FEES

1. RIGHT TO ADJUST RATES – The MSB, at its discretion, reserves the right to adjust rates on an annual or as-needed basis, providing sufficient notice is given to all tenants, vessel operators, cargo owners, and users.

2. DOCKAGE

- a. Applicability - Dockage will be assessed against the vessel, its owners, agents, or operators on the basis of the Length Overall (LOA) of the vessel for the period the vessel remains at the berth. The maximum length, published in Lloyd's Register of Shipping, or as listed on the vessel's Certificate of Registry (COR), or as measured by the Port Operations Manager shall be used in determining the length overall for the vessel. Dockage will be assessed against the vessel, its owners, agents or operators at the rates shown below as applied to a twenty-four-hour period or fraction thereof, including Saturdays, Sundays, and holidays.

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- b. Dockage rates go in to effect January 1st of each calendar year and are as follows:

LOA	2022	2023	2024	2025	2026
≤ 199'	\$2.25	\$2.31	\$2.38	\$2.45	\$2.52
200 - 249'	\$2.62	\$2.69	\$2.78	\$2.86	\$2.94
250 - 299'	\$3.00	\$3.09	\$3.18	\$3.28	\$3.38
300 - 349'	\$3.37	\$3.47	\$3.57	\$3.68	\$3.79
350 - 399'	\$3.74	\$3.85	\$3.97	\$4.09	\$4.21
400 - 449'	\$4.12	\$4.24	\$4.37	\$4.50	\$4.63
450 - 499'	\$4.49	\$4.63	\$4.76	\$4.91	\$5.05
500 - 549'	\$4.86	\$5.01	\$5.16	\$5.31	\$5.46
550 - 599'	\$5.24	\$5.40	\$5.56	\$5.73	\$5.90
600 - 649'	\$5.61	\$5.78	\$5.96	\$6.13	\$6.31
650 - 699'	\$5.98	\$6.16	\$6.35	\$6.54	\$6.73
700 - 749'	\$6.38	\$6.57	\$6.76	\$6.97	\$7.17
750 - 799'	\$6.75	\$6.95	\$7.16	\$7.37	\$7.59
800 - 849'	\$7.12	\$7.33	\$7.55	\$7.78	\$8.01
850 - 899'	\$7.50	\$7.72	\$7.96	\$8.19	\$8.43
≥ 900	\$7.87	\$8.11	\$8.35	\$8.60	\$8.85

3. WHARFAGE

- a. Applicability -The following charges will be assessed against all cargo and freight, and all other materials including fuels, slops, ballast, and discharged from or loaded to vessels, lighters, barges, freight cars or trucks.
- b. Definitions – All wharfage charges will be tabulated based on the definitions given in this Tariff, and subject to the discretion of the Port Operations Manager. The Port Operations Manager has final authority over how cargo is defined and the rates at which wharfage charges are assessed.
- c. Commodity Rates
 - 1) Cargo owners or vessel operators will be billed directly for all wharfage.
 - 2) Wharfage rates go in to effect January 1st of each calendar year and are as follows:

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Commodity	Unit	2022	2023	2024	2025	2026
Aggregates - rock, gravel, sand, salt and minerals	ST	\$1.24	\$1.27	\$1.31	\$1.35	\$1.39
Bulk Commodities - grains, peat and other ag. products	ST	\$3.08	\$3.17	\$3.27	\$3.37	\$3.47
Cement - See Commodity Notes d.3)	ST	\$3.08	\$3.17	\$3.27	\$3.37	\$3.47
Coal	ST	\$1.24	\$1.27	\$1.31	\$1.35	\$1.39
Explosives and Ammunition - See Notes d.2) and d.3)	ST	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99
Iron or Steele - angles, bars, beams, channels, joists, piling, pipe, structural, tanks and trusses	ST	\$4.49	\$4.63	\$4.76	\$4.91	\$5.05
Livestock - horses, cattle, hogs, sheep, goats	ST	\$11.24	\$11.57	\$11.92	\$12.28	\$12.65
Petroleum or Petroleum Products (Inbound/Outbound) - See Commodity Notes d.4) - d.6)	BBL	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21
Petroleum/Fuel - See Commodity Notes d.5) - d.7)	GAL	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Scrape Metal - See Commodity Notes d.8)	ST	\$4.38	\$4.51	\$4.64	\$4.78	\$4.93
Wood/Logs - See Commodity Notes d.9)	MBF	\$3.00	\$3.09	\$3.18	\$3.28	\$3.37
Wood/Lumber - See Commodity Notes d.9)	MBF	\$3.14	\$3.24	\$3.33	\$3.43	\$3.54
Wood/Chips & Pellets - See Commodity Notes d.9)	ST	\$3.08	\$3.17	\$3.27	\$3.37	\$3.47
Vans and Containers	ST	\$2.99	\$3.08	\$3.17	\$3.26	\$3.36
- Empties returning	EA	\$9.27	\$9.55	\$9.83	\$10.13	\$10.43
Vehicles, Heavy Equip, Buildings and other articles - See Commodity Notes d.10)	ST	\$11.24	\$11.57	\$11.92	\$12.28	\$12.65
Freight N.O.S.	ST	\$4.64	\$4.77	\$4.92	\$5.06	\$5.22

d. Commodity Notes -

- 1) Includes natural or Portland, driller's mud, fireclay, slaked lime, lime, hydrated or quick plaster, magnesite, gypsum, sand, stucco; separate or combined in bulk through hoses to or from mobile bulk carriers, in 5-ply paper bags or super sacks.
- 2) Includes powder, gun or blasting; blasting agents; blasting caps; dynamite; high explosives N.O.S., explosive ammunition other than small arms ammunition.
- 3) Written permission of the Port Operations Manager must be obtained prior to the handling of any hazardous cargoes at the Port as noted in this Tariff.
- 4) Liquids, petroleum, or petroleum products N.O.S., in bulk, transferred directly between vessel's tanks and storage tanks (load or discharge).

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- 5) All petroleum transferring operations are subject to rules governing hazardous materials.
- 6) Any heating required for the proper transfer of petroleum products, and any clearing of lines required as a result of such transfer, will be at the expense of the vessel operator. Should the MSB provide any such heating or clearing services, the vessel operator will be billed the MSB's cost plus 15 percent.
- 7) Liquids, petroleum, or petroleum products NOS, in bulk, transferred directly between motor freight tank vehicles or railroad tank cars and vessels' tanks, storage tanks, or at truck rack.
- 8) Port MacKenzie Marine Terminal accepts scrap metal only if it is either
 - a) Secured in clean cubes with no oil, grease, asbestos, or other contaminates; or
 - b) In sealed, metal skip boxes.
- 9) Where cargo is manifested by weight, 2,000 shall be considered MBF.
- 10) Includes automobiles, pickup trucks with or w/o camper bodies attached, chassis, freight trailers, semi-trailers, camper bodies, agricultural equip, earth moving or materials handling equip including cranes, graders, loaders, fork lifts, water trucks, dump trucks, or any heavy equipment, mobile/modular buildings.

e. Wharfage Rate Modifications –

- 1) Ship's gear – Strongbacks, lines, hatch covers, walking boards, and other such ship's gear placed on the wharf during loading/unloading operations shall be exempt from wharfage charges.
- 2) Overside – Wharfage will be assessed at 50% for any cargo transferred directly from a vessel at the Terminal to another vessel or the water.
- 3) Overstowed/Restow – No wharfage will be assessed on overstowed cargo destined for discharge at another location, providing such cargo is not removed from the wharf prior to re-loading to the vessel.

4. TERMINAL STORAGE/WHARF DEMURRAGE

- a. Applicability – Any cargo that remains at the Terminal following the expiration of free time is subject to demurrage charges.
- b. Free Time – Applies as follows:

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- 1) Free time is calculated exclusive of Saturdays, Sundays, or Holidays. Free time begins at 7 AM on the first business day after cargo has been received at the terminal.
2. Inbound cargo, cargo that has been discharged from a vessel, will receive five (5) days free time following the completion of discharge operations of the vessel on which the cargo arrives.
3. Outbound cargo, cargo that is to be loaded onto a vessel, will receive ten (10) days free time following the delivery of the cargo to a point of rest on the terminal.
4. Cargo that is to be transshipped between vessels shall receive free time as though it were outbound cargo as specified in this Tariff.

c. Lay-Down Areas –

1. No cargo is to be stored in the Port without the express permission of the Port Operations Manager.
2. The Port Operations Manager may, at the request of a cargo owner, assign designated lay-down area within the Port for cargo to be stored.
3. Cargo and freight in the Port not placed in a designated lay-down area must be immediately removed or relocated upon order of the Port Operations Manager.
4. A cargo owner who refuses to move such cargo or freight on demand will be assessed storage/demurrage at five times the applicable rate. In addition, the Port Operations Manager may, at his/her discretion, move, remove, or cause to be removed such cargo or freight at the expense of the cargo owner, excepting any damages caused by lack of ordinary care by the Port Operations Manager.

d. Wharf Demurrage Rates

1. Wharf demurrage shall apply to any cargo or freight stored on the dock, pier or wharf.
2. After the expiration of free time, wharf demurrage for all cargo and freight will be assessed at \$0.20 per square foot per month or \$0.007 per square foot per day and shall not exceed 30 days.

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e. Long Term Storage Rates

1. Long term storage shall apply to any cargo or freight stored on the Terminal beyond free time and demurrage and requires a Temporary Land Use Permit.
2. After the expiration of free time and demurrage, long term storage for all cargo and freight will be assessed at \$0.27 per square foot per month, or \$0.009 per square foot per day.

5. PASSENGERS – The charges below apply to all passengers embarking from dock to vessel or debarking from vessel to dock:

- a. \$1.00 per passenger
- b. Vessel crews are exempt from passenger charges
- c. Users employed at the Terminal traveling to/from work are exempt from passenger charges

6. TRUCK SCALES

- a. General - Truck scales are available only at the Port during the posted hours and days.
- b. Rates - The following rates will be charged for use of the truck scales, when available:

1. Trailer Units or Truck Units, over 20,000 lbs.

In and Out	\$7.00 each
Single Weight	\$4.50 each
2. Passenger cars, in or out \$4.50 each
3. Pickup trucks and vans, less than 20,000 lbs.

In or out	\$5.50 each
Single weight	\$4.50 each

7. RO/RO CARGO

- a. General - Ramps are not provided at facilities for cargo being loaded on or discharged from vessels handling Roll-On/Roll-Off (RO/RO) cargo, such as road trailers, containers with dollies, tractors automobiles, and/or other wheeled vehicles. Vessels must be equipped with their own loading and discharge ramps

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and the weight of the ramps and intended cargo to be handled shall not exceed the posted weight of the pier and apron.

b. Rates – RO/RO Cargo

1. Vehicles - \$1.50 per ST, with a minimum rate of \$15.00 per vehicle.
2. Per vessel - Minimum RO/RO fee per vessel: \$600.00

9. OVER-THE-ROAD (OTR) CARGO

- a. All inbound and outbound cargo passing through the Port, where neither movement to nor from the Port is by water, will be assessed an OTR charge of \$2.75 per short ton on the net weight of the cargo.

10. SECURITY –

- a. Security Staffing - The Port Operations Manager may arrange, at vessel operator or cargo owner's expense, security necessary for complying with the Facility Security Plan, unless exempted by separate agreement. The Port Operations Manager shall have sole discretion over the security staffing deemed appropriate.
- b. Straight Time - Security fees shall be applied on a straight time basis from 0800 - 1700 (8 AM to 5 PM) local time, Monday through Friday, excluding holidays.
- c. Overtime – Security fees shall be applied on an overtime basis for all hours where straight time does not apply. This includes hours from 1700 - 0800 (5 PM to 8 AM) Monday through Friday, all hours on Saturday and Sunday, and all hours on holidays.
- d. Rates – Security fees shall be assessed at the rates indicated below:

Per hour, per person, straight time:	\$40.00
Per hour, per person, overtime:	\$60.00

- e. Maritime Security – Security rates and staffing are subject to increase at the discretion of the Port Operations Manager in the event that the prevailing Maritime Security (MARSEC) level is increased.

11. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. Charges - The MSB or the Port Operations Manager may make special charges as they may deem necessary, concerning the use of piers or open spaces in the vicinity of the Terminal, buildings on the Terminal or the use of the Terminal by

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commercial, State, or Federal vessels, or by contractors working on Federal or State contracts and for use of tracks, sheds, the pier or other structures.

- b. Additional Costs - In the event that Governmental agencies or operational requirements impose increased costs, the vessel operator or cargo owner agrees to pay those costs and any related surcharges.
- c. Charges for Specialized Services or Operations - The Port Operations Manager is authorized to develop and charge rates and fees for specialized services and those services not specified in the Tariff as requested by the party requesting those services and by mutual consent.
- d. Right to Refuse - Except where otherwise required by law, the Port Operations Manager has the authority to refuse to provide or to arrange for the provision of special services.
- e. Special Services – Any services rendered by the Port Operations Manager or the MSB not otherwise noted in this Tariff will be billed to the person requesting such services at the MSB's actual cost (including labor, equipment usage, mileage, and other costs). Any services arranged by the Port Operations Manager or MSB, but provided by a third party, will be charged to the person requesting such service at a flat fee of \$100.

END OF TARIFF