

Port MacKenzie



TERMINAL TARIFF

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MATANUSKA-SUSITNA BOROUGH PORT MACKENZIE TERMINAL TARIFF NO. 1

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PREFACE

The purpose of this document is to provide, in a complete but condensed format for public review, the terms, conditions, rules, regulations, charges, and rates comprising the Mat-Su Borough (MSB) Port Tariff, as received and approved from time to time by the MSB Port Commission. This document comprises the Mat-Su Borough Port Tariff No. 1.

Tariff Revisions

The MSB Port Tariff may be revised in whole or in part from time to time. Upon such revision, the amended page(s) will show the date of revision in the lower left corner. Requests for missing pages or additional copies of the tariff may be directed to the MSB Port Director.

Forms

All forms referenced in this document are attached as exhibits, and copies may be obtained from the Port Director's office.

Explanation of Abbreviations and Characters That May Appear in Tariff

b.m.	board measure	min.	minimum
bbl.	barrel (42 gallons)	misc.	miscellaneous
bdl.	bundle	MSB	Matanuska-Susitna Borough
c.l.	carload	m.t.	metric ton
crt.	crate	no.	number
cs.	case	N.O.S.	not otherwise specified herein
ctn.	carton	par	paragraph
cu.ft.	cubic foot or feet	pkg.	package
dkg	dockage	sq. ft.	square foot or feet
ea.	each	stg.	storage
f.f.	folded flat	s.u.	set up
F.M.C.	Federal Maritime Commission	term'l	terminal
gals.	gallons	unldg	unloading
hdlg.	handling	U.S.	United States of America
inc.	including, inclusive or incorporated	viz.	videlicet (examples, lists)
k.d.	knocked down	w/m	weight ton of 2,000 lbs. or cubic ton of 40 cubic feet
k.d.f.	knocked down flat		
l.c.l.	less than carload	w/r	warehouse receipt
ldg.	loading	wt	weight
lgth.	Length	w.t.	weight ton of 2,000 lbs.
m.b.m.	1,000 ft. board measure	yd.	Yard
meas.	measurement		

Notice to Public

This tariff is published and filed as required by law and is, therefor, notice to the public, shippers, consignees and carriers that the rates, rules and charges apply to all traffic for which contract rates have not been arranged.

In addition to this Port Tariff, the public, shippers, consignees and carriers using MSB facilities should consult and be aware that the MSB Code of Ordinances, including but not limited to Chapter 8.45 (Building and Construction), Chapter 8.45.010(5) Adoption of Uniform Fire Code, Chapter 11.30 (Utility Permits) and Chapter 1.10.125 (Ports, Harbors and Wharves), all as amended, apply and govern where not specifically provided otherwise in this tariff.

SECTION I – GENERAL RULES AND REGULATIONS

Subsection 100

Subsection

100 DEFINITIONS –GENERAL

- (a) *General Terms.* Unless provided otherwise in this tariff, applicable definitions set forth in 46 CFR§ 525.1(c) shall control.
- (b) *MSB Docks.* The MSB docks include all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins and sea walls owned or operated by MSB.
- (c) *Float: Float System.* Those portions of the MSB docks that rise and fall with the tide, including the pilings, ramps, ladders and utility connections.
- (d) *Holidays.* In this tariff, whenever reference is made to holidays, the following days are included: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day immediately following Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday and, when a holiday falls on a Sunday, the following Monday will be considered a holiday for the purposes of this tariff.
- (e) *Lease Holder.* A person or business that has a valid lease issued by the MSB.
- (f) *Permit Holder.* A person or business that has a valid terminal use permit.
- (g) *Point of Rest.* Point of rest is defined as that area on the dock 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.
- (h) *Port MacKenzie.* All lands designated in the Point MacKenzie Port District (MSB 18.02.020) including the dock, submerged lands, tidelands, and upland sections.
- (i) *Terminal Facilities.* Terminal facilities include all docks and associated equipment, offices, warehouses, storage space, roads, paved areas, water banks and shorelines under the management and control of the MSB within the Port District (MSB 18.02.020).
- (j) *Vessel.* In this tariff, whenever reference is made to a "vessel", the term shall mean any ship or barge, self-propelled or other than self-propelled.

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- (k) *Dockage.* Dockage is the charge assessed to a vessel for berthing at a dock, ferry terminal, wharf, pier, bulkhead structure, or bank, for mooring to a vessel so berthed, or landing at a ramp. (Sometimes identified as “moorage”.)
- (l) *Handling.* Handling means the service of physically moving cargo between point of rest and any place on the terminal facility other than the end of a ship’s tackle.
- (m) *Loading and Unloading.* Loading and unloading means the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters, barges or any other means of conveyance to or from the terminal facility.
- (n) *Wharfage.* Wharfage is the charge assessed against any freight placed in a transit shed or on a dock, or passing through or over a dock; or transferred between vessels; or loaded to or unloaded from a vessel at a dock, wharf, pier, ferry terminal, or bank (or from a vessel moored to another vessel so berthed) regardless of whether or not the dock is used. Wharfage is solely the charge for use of a dock and does not include handling, sorting, and piling of freight or charges for any other services.
- (o) *Demurrage.* A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.
- (p) *Free Time.* The specified period during which cargo may occupy space assigned to it on terminal property, free of wharf demurrage or terminal storage charges, immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

120 APPLICATION OF TARIFF

- (a) *General Application of Tariff.* Use of the waterways and facilities under the jurisdiction of the Port Commission shall constitute a consent to the terms and conditions of this tariff, and shall evidence an agreement on the part of all vessels, their owners or agents, and other users of the waterways and facilities to pay all charges specified, and to be governed by all rules and regulations contained therein.
- (b) *Tariff Effective.* Rates, charges, rules and regulations named in this tariff and any additions, revisions, or supplements thereto shall apply to all vessels or users and to 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.
- (c) *Acceptance of Tariff.* Use of the docks and terminal facilities of the MSB shall be deemed an acceptance of this tariff and the terms and conditions named herein.
- (d) *Reservation of Agreement Rights.* Right is reserved by the MSB 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 federal law governing the civil and business relations of all parties concerned. Such agreements may include granting credits for fees ordinarily chargeable pursuant to this tariff, in exchange for the construction or modification by the other party, of improvements to port facilities.
- (e) *Compliance with Conditions of Docking and Facility Use.* Use of MSB docks and terminal facilities and the acceptance of services shall conform to conditions of docking and facility use set forth herein.
- (f) *Access to Records.* All vessels, and all other users of the facilities and waterways, shall be required to permit access to manifests of cargo and all other documents by the Port Director or his designee for the purpose of audit for ascertaining the correctness of reports filed and the assessment of published charges. Any such information so acquired shall not be disclosed to any person other than a member of the Port Commission or MSB staff in carrying out official duties required by law, 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.

140 APPLICATION OF RATES

- (a) Except as otherwise provided herein, rates apply per 2,000 lbs., or per 40 cubic feet as rated by ocean carrier, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 degrees F. net, or 376 lbs. per barrel of bulk cement.
- (b) 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." (Not Otherwise Specified), unless written agreements are approved by the Port Commission in advance of receipt of shipment.

160 INSURANCE

Rates named in this tariff do not include insurance of any kind. The MSB shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of use of the MSB docks or terminal facilities. If the MSB does acquire any such insurance, the charges for that insurance shall be in addition to fees described in this tariff.

Every party shall obtain, and shall maintain, the following coverage:

- Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act coverage) required under all applicable Federal and State statutes and municipal ordinances for all the party's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1 Million (1,000,000.00).
- Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody, and control) against claims for bodily injury, death, or property damage occurring on, in or about any vessels being loaded by a party, or the premises of 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.

Every party shall submit to the Port certificates of insurance evidencing the foregoing coverage and naming the Port as an additional named insured, with the provision that such coverage will not extend to actions resulting from the Port's negligence.

The required insurance policy or policies shall contain an endorsement that the insurance company will not cancel, non-renew, or reduce such insurance coverage, except in the application of any aggregate limit, without first giving the Port Commission thirty (30) days prior written notice by certified or registered mail of its intent to so cancel, non-renew, or reduce coverage. The insurance coverage required shall be placed with a responsible insurance company or companies eligible to do business in the state of Alaska and acceptable to the Port Commission, and if rated in the current A.M. Best Company Guide, having a Policyholder's rating of A- or better. Licensee shall furnish proof of the insurance coverage required on a Certificate of Insurance form, signed by an authorized representative of the insurance company or companies shown on the Certificate. In addition to the foregoing, the Port Commission or Port Director may, but shall have no duty to, obtain proof of insurance directly from the insurance companies shown on the Certificate.

180 RESPONSIBILITY FOR CHARGES, COLLECTION, AND GUARANTEE OF CHARGES

- (a) *Responsibility for Charges.* The vessel, its owner or agents, shippers or consignees and owner of the cargo on the vessel shall be jointly and severally responsible for payment of charges named herein and such payment responsibility applies without regard to the provisions of bills of lading, charter party agreements, vessel repair, contracts or other conflicting provisions.
- (b) *Prepayment, Time of Prepayment, Acceptable Security, Refund of Excess.* All charges for services rendered by the MSB for the use of docks and other terminal facilities are due and payable in cash in advance of such services or use, as follows.
- (1) For all charges attributable to the vessel from its owners or agents before a vessel commences its loading or discharging.
 - (2) For all charges attributable to the cargo from a vessel owner, charterer, shipper or consignee before the cargo leaves the MSB docks or terminal facilities.

A cash deposit or acceptable security in an amount equal to 100 percent of the estimated applicable charges shall be required to be posted with the MSB **seven (7) days** prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port Director, 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 terminal charges, shall be promptly refunded by the MSB to the posting party.

- (c) *Waiver of Prepayment Requirement.* The Port Director, in his sole discretion, may waive the cash-in-advance requirement as to all or any category or categories of anticipated charges when the party responsible for such charges has been identified to the satisfaction of the Port Director and
- (1) That party responsible has established credit worthiness acceptable to the Port Director; or
 - (2) Adequate security, acceptable to the Port Director, has been posted; or
 - (3) The agent requesting terminal services or use, or any other entity acceptable to the Port Director as credit worthy, has personally accepted financial responsibility for the applicable charges.

The MSB retains the right, in its sole discretion, to determine whether a responsible party or an agent is credit worthy, and to waive the cash-in-advance requirement. The MSB may establish guidelines for determining whether a responsible party or an agent is credit worthy. Compliance with these guidelines does not create a right to waiver of the cash-in-advance requirement.

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- (d) *Charges on Delinquent Accounts.* All invoices, except for damages to MSB property, will be declared delinquent thirty (30) days after the date of the invoice and will be charged interest at the rate of 1 percent per month from the date of the invoice. All extra expenses, including legal expenses, litigation costs, or costs of agents employed to effect collection shall also be assessed to, and payable by such accounts.

200 LIABILITY FOR LOSS OR DAMAGE AND INDEMNITY

- (a) *Responsibility Limited.* Generally, no persons other than employees of the holders of authorized Terminal Operator Permits (Exhibit A) shall be permitted to perform any services on the docks, or in any other terminal facility of the MSB, except upon written authorization of the Port Director. Permit holders shall be required to obtain any necessary Terminal Operator Permits prior to performing any services on any other terminal facility of the MSB, except upon written authorization of the Port Director. The MSB, its employees and agents shall not be liable for the injury of persons on the MSB docks or terminal facilities, nor shall they be liable for any loss, damage, or theft occasioned by such persons' presence on the MSB docks or terminal facilities, except that the MSB shall be liable for any portion of loss or damage that is directly caused by its own negligence.

The MSB, its employees and agents are not responsible for loss or damage caused by fire, frost, heat, dampness, leakage, weather damage, 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 structures; breakdown of plant protection systems; breakdown of plant or machinery or equipment; or by floats, logs, piling or camel logs required in breasting vessels away from a wharf; nor will they be answerable for any loss or damage or delay arising from insurrection, shortage of labor, combinations, riots or strikes of any person in their employ or in the service of others, or from any consequences arising therefrom, except that the MSB shall be liable for any portion of loss or damage that is directly caused by its own negligence.

- (b) *Indemnity.* Neither the Mat-Su Borough (the "Borough") nor the Port Commission, nor their agents, servants, or employees, shall be liable for any injury, loss or damage to any persons or property on or about the premises from any cause of whatsoever nature, unless such loss or damage be caused by failure of the Borough or Port Commission to exercise the ordinary care and diligence required of it by law. All vessels, their owners, charterers and their agents, and all other users of the facilities of the Borough and Port Commission shall have save and hold the Borough and Port Commission harmless and indemnify the Borough and Port Commission against any liability for any injury or death, to any person or persons or damage to property (including, but not limited to, expenses of damage to or repair or replacement of Borough and Port Commission facilities) arising from any acts, omission, neglect or default of vessels, their owners, charterers and their agents, and all other users of the facilities of the Borough and Port Commission, or arising from any act, omission, neglect or default of any agents, servants, employees, licensees, invitees of vessels, their owners, charterers and their agents, and all other users of the facilities of the Borough and Port

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commission. When used in this paragraph, the term user shall include, but not be limited to, tug boats, tug boat operators, pilots, or any other parties.

All vessels, their owners, charters and their agents, and all other users of the facilities of the Borough and Port Commission further covenant and agree to indemnify and hold the Borough and Port Commission harmless from any loss, cost or expense whatsoever directly or indirectly resulting or occasioned to, or imposed upon the borough and Port Commission by injury to or destruction of life or property resulting from the negligent act or acts or an omission or omissions of vessels, their owners, charterers and their agents, and all other users of the Borough and Port Commission facilities (including, but limited to, its agents, servants, employees, independent contractors, invitees, and licensees) or (2) by damage to or destruction of any Borough and Port Commission facility or any part thereof, or the abutting real property caused by or attributable to the negligent act or acts or an omission or omissions of vessels, their owners, charterers and their agents, and all other users of the Port Commission facilities (including, but limited to, their agents, servants, employees, contractors, invitees and licensees or caused by or attributable to the user's failure to perform any obligations to the Borough and Port Commission obligations of the vessels, their owners, charterers and their agents, and all other users of the facilities of the Borough and Port Commission under this subparagraph shall not only cover the losses and damages assessed or incurred but also such costs and expenses as those incurred in preparation for litigation or in settling or disposing of threats of litigation, including such items as attorney fees, the employment of expert witnesses and the fees and charges paid to them, court costs and all of such costs and expenses incurred in preparation for trial, and the trial of the case or cases; and the appeal or appeals thereof. The Port Commission may detain any vessel or other watercraft responsible for damage to the facilities, until sufficient security satisfactory to the Port commission has been posted for the amount of the damage. Nothing contained herein shall be deemed to exculpate or relieve the Port Commission from liability from the negligence of the Port Commission, its members, officers, employees or agents.

- (c) *Owner's Risk.* All of the following shall be at the owner's risk except for those damages caused by the MSB's own negligence:
- (1) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing.
 - (2) Freight on open ground is at owner's risk for loss or damage.
 - (3) Freight subject to freezing will be accepted only at owner's risk.

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- (4) All watercraft, if and when permitted by the Port Director or his authorized agent to be moored at docks or alongside of vessels, are at owner's risk for loss or damage.

220 RIGHTS OF THE MAT-SU BOROUGH

Without in any way limiting the general authority of the MSB, the Borough shall have the following powers:

- (a) *Access to Port Facilities.* The MSB shall at all times have the right to refuse access to any MSB dock or terminal facility by any person or vessel or to remove any vessel, person or cargo at any time from any MSB dock or terminal facility. This right shall be reserved at all times to the MSB without responsibility for demurrage, loss or damage when:
 - (1) Previous arrangements for use, space, receiving or unloading have not been made with the Port Director;
 - (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 Port Director, is less than the probable service charges and other charges related to its use of the MSB dock or terminal facilities;
 - (4) During periods of congestion, or in cases of emergency, when, in the judgment of the Port Director, the circumstances then prevailing or likely to occur will prevent the MSB dock or terminal facilities, or any portion of them, from providing customary services to the public.
- (b) *Right to Refuse Cargo.* In his discretion, the Port Director shall at all times have the right to refuse to accept, receive or 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 Port Director by the shipper, consignee or vessel.
 - (2) Cargo not suitably packed for safe transportation.
 - (3) Cargo deemed by the Port Director, 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 49 CFR Parts 171-179).
 - (4) Cargo, the value of which may, in the opinion of the Port Director, be less than the probable service charges and other charges related to it.

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- (5) Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Port Director, the circumstances then prevailing or likely to occur will prevent the MSB docks or terminal facilities, or any portion of them, from providing customary service to the public.

- (c) *Right to Schedule Vessels and Cargo.* In his discretion, the Port Director shall at all times have the right to schedule access to any port facility by person or vessel or to remove any vessel, person or cargo at any time from any MSB dock or terminal facility, in order to provide for efficient operation of the MSB docks or terminal facilities and promote the objectives of the MSB Code.

When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel at the direction of the Port Director, and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and will be treated as a continual berthing for the purposes of computing dockage charges.

- (d) *Right to Remove, Transfer, or Warehouse Cargo.*

- (1) *Hazardous or Offensive Cargo.* In his discretion, the Port Director shall at all times have the right to immediately remove all hazardous or offensive cargo, or cargo which by its nature is liable to damage other cargo or MSB dock or terminal facilities. The cargo may be removed from its present location to any other location with all expenses and risk of loss or damage to be the responsibility of the owner, shipper or consignee.

- (2) *Cargo beyond free time.* Any cargo remaining on MSB dock or terminal facilities, after expiration of any applicable free time, may be removed to public or private warehouses, and all expense of removal and risk of loss or damage shall be the responsibility of the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

- (e) *Right to Withhold Delivery of Freight.* Right is reserved by the MSB to withhold delivery of freight until all accrued charges and/or advances against said freight have been paid in full. At the Port Director's discretion, any or all of such freight may be placed in public or private warehouses or open storage areas, and all cost of removal and subsequent handling and storage shall be the responsibility of the owner of the freight.

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- (f) *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, provided the 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.
- (g) *Explosives.* The MSB shall not allow the acceptance, handling or storage of explosives within the confines of the Port without prior arrangement with the Port Director and as governed by rules and regulations of federal, state and local authorities.
- (h) *Right to Remove, Transfer, or Rearrange Vessels.*
- (1) *Hazardous Vessels or Vessels with Hazardous Cargo.* In his discretion, the Port Director shall at all times have the right to immediately remove any hazardous or offensive vessel, or any vessel containing hazardous cargo, or any vessel containing cargo which by its nature is liable to damage other vessels or other cargo or port facilities. The vessel may be removed from its present location to any other location, and all expenses and risk of loss or damage shall be the responsibility of the owner, shipper or consignee.
- (1) *Vessel Beyond Free Time.* Any vessel remaining at MSB dock or terminal facilities after expiration of any applicable free time may be removed to any other public or private facility, and all expenses of removal and risk of loss or damage shall be the responsibility of the owner, shipper, consignee or vessel.
- (2) *Movement of Vessels to Reduce Congestion or Maximize Services.* In his discretion, the Port Director shall at all times have the right to move or rearrange any vessel from its present location to any other location in order to reduce congestion at the dock or to prevent disruption of customary services to the public.
- (i) *Right to Remove Materials or Equipment from MSB Dock or Terminal Facilities.* Any materials, equipment, trash or other items left on or about any MSB dock or terminal facility may be removed by the Port Director at any time, and all expense of removal and risk of loss or damage shall be the responsibility of the vessel that last occupied the facility or the owner, shipper or consignee of the vessel as responsibility may appear on shipping documents, manifests or other sources.

240 REQUESTS, COMPLAINTS, CORRESPONDENCE, WEB SITE, AND LOCATION

- (a) Requests and complaints may be made by any shipper, vessel or vessel agent by filing a written statement with the Port Director, Mat-Su Borough, 350 E. Dahlia Ave., Palmer, Alaska 99645.

Correspondence pertaining to the Port should be addressed to: Port Director, Mat-Su Borough, 350 E. Dahlia Avenue, Palmer, Alaska 99645. The Port Director can be reached at (907) 746-7414, (907) 354-7414 (cell), or (907) 745-1248 (fax).

- (b) The web site for Port MacKenzie is www.portmackenzie.com.
- (c) (C) Port MacKenzie is located in Upper Cook Inlet approximately two nautical miles northeast of the Port of Anchorage. The mid-point of the face of the barge dock is located at latitude 61° 16' 05.1975" north and longitude 149° 55' 01.4174" west.

260 DELAYS – NO WAIVER OF CHARGES

Delays which may be occasioned in loading, unloading, receiving or delivering freight or dockage of vessels as a result of harbor congestion, equipment failure or breakdown, or of combinations, riots or strikes of any persons in the employ of the MSB or others, or arising from any other cause not reasonably within the control of the MSB, will not excuse the owners, shippers, consignees or carriers of the freight or vessel, or the permit holder, from full service, wharf demurrage, moorage or other charges or expenses which may be incurred under conditions stated herein.

280 MANIFESTS REQUIRED OF VESSELS

Masters, owners, agents or operators of vessels are required to furnish the MSB 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 MSB. 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, as determined by the Port Director.

Ship's Documents. The Port Director may require masters, owners, agents, operator and/or permit holders to execute a Vessel Dockage/Berthing Application (Exhibit B) containing descriptions of the following items: (i) fuel; (ii) ballast; (iii) water and (iv) cargo.

300 SAFETY, SANITATION, AND HOUSEKEEPING

- (a) *Safety and Sanitation.* All users of MSB docks and terminal facilities shall exercise due care for the protection of life and property and the protection of the public from injury or damage.

Additional safety and sanitation rules applicable to docks and terminal facilities should be consulted. Portions of the MSB Code of Ordinances of particular relevance include Chapter 8.45 (Building & Construction), Chapter 8.45.010(5) (Adoption of Uniform Fire Code), Chapter 11.30 (Utility Permits), Chapter 1.10.125 (Ports, Harbors & Wharves).

All safety and sanitation laws, regulations and policies of the Mat-Su Borough, the State of Alaska, and the United States of America, including those adopted by international treaty, apply to MSB docks and terminal facilities. All users, including shippers, permit holders, vessels and consignees, are hereby warned that the party or parties responsible for infractions of such laws, regulations or policies will be subject to and responsible for any penalties that may result from their violation of those laws, regulations or policies.

- (b) *Notice of Hazardous Cargo and Permit Requirements.* Notice shall be given to the Port Director of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive or otherwise poses a significant risk of harm to property or persons, at least six (6) days prior to landing or use of docks. The Port Director, at his sole discretion, may issue a permit for dock use if he finds that sufficient precautions have been taken to minimize any potential risks presented by such cargo.
- (c) *Responsibility for Housekeeping.* Users of docks and other terminal facilities will be required to maintain same in an orderly manner as directed by the Port Director. If user does not properly clean property used, the Port Director shall order the work performed, and user will be billed for the services.
- (d) *Smoking prohibited.* No smoking shall be allowed on any wharf, pier, or in any facility, 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 or facility, and, in addition, shall be subject to prosecution under applicable federal, state and borough laws.
- (e) *Waste Oil and Petroleum Products.* All waste oil and petroleum products must be properly disposed of by the vessel/owner. There shall be no storage, even of a

temporary nature, of waste oil or petroleum products on MSB docks or terminal facilities. Any vessel/owner/agent storing or disposing of waste oil in an inappropriate or illegal manner may be barred from further use of the MSB docks and/or penalized according to the provisions of federal, state and local law. Waste oil may be accepted by the Port Director upon prior arrangement by written approval on a case-by-case basis.

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- (f) *Manning of Mooring Lines.* Due to tidal extremes in excess of 40 feet in Cook Inlet, any vessel moored at the Port MacKenzie dock facilities must be manned at all times (24 hours/day) so that mooring lines can be loosened or tightened as appropriate. In the case of barges without adequate protective quarters, the observer may be located on the towing vessel immediately adjacent to the barge. If the towing vessel must depart the immediate dock area, an observer must remain on the barge to tend mooring lines.

- (g) *Safety Vessels.* Users of docks and other terminal facilities involving the hazardous loading or off-loading of materials, such as houses and other material where workers could slip and fall into the water, are required to have a manned and powered safety vessel in the water immediately adjacent to the work area during the entire loading/off-loading operation. If the Port Director determines that the safety vessel is inadequate for rescue operations, he may direct that a more suitable vessel be employed.

320 RESPONSIBILITY FOR PROPERTY DAMAGE

Users, including permit holders, damaging MSB docks, terminal facilities, or any other property of the MSB will be responsible for the cost of repairs. Should the repairs be undertaken by the MSB, the user or permit holder will be billed at cost, including overhead.

340 BULK PETROLEUM PRODUCTS

- (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 and consignees of bulk petroleum products. No bulk products will be allowed to load or discharge to/from vessels at Port MacKenzie without a spill prevention plan approved by the Port Commission which includes a detailed cleanup plan, a list of cleanup equipment/supplies, a trained staff and response team, and an appropriate level of bonding as determined by the Port Commission.
- (b) *Clearing and Heating Petroleum Lines.* Shippers, consignees or vessels and persons in charge thereof are responsible for providing steam or other heating means to assure the proper flow of asphalt and other petroleum products requiring heat. Shippers, consignees or vessels and person in charge thereof will be responsible for clearing all petroleum products from lines located on or adjacent to any terminal facility after a vessel completes loading or discharging unless otherwise authorized by the Port Director. In the event the MSB performs any of the above named services, the shipper, consignee, or vessel will be billed at cost plus 15 percent overhead.
- (c) *Regulations Governing Petroleum Products.* The transfer of bulk petroleum products shall be made in compliance with MSB Code provisions, including Chapter 1.10.125 (Adoption of Uniform Fire Code), as well as other local, state and federal laws, rules or regulations.
- (d) *Clean Up.* Flammable liquids and all hydrocarbons leaked or spilled on wharves shall be cleaned up immediately. Vessels or consignees shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids. Spillage from disconnected lines shall be cleaned up immediately by vessel or consignee.

SECTION II – SERVICES AND CHARGES

Subsection

360 DOCKAGE

No vessel will be permitted to berth at the MSB dock, pier, or shoreside within the Port District without having been granted permission by the Port Director.

Vessels docking or departing the MSB dock must use sufficient tugs so that vessels can be docked or removed in a safe manner. Docking speed shall not exceed fifteen feet per minute, unless approved by the Port Director. Priority will be given to vessels to load and unload commercial freight over vessels merely berthing at the dock.

- (a) *Dockage Period.* Dockage shall commence when a vessel is made fast to a dock or 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 overall length of the vessel. Overall length shall be construed to mean the linear distance, expressed in feet, from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

For dockage billing purposes, overall length of the vessel as published in “Lloyd’s Register of Shipping” will be used. If no such figure appears in “Lloyd’s Register”, the MSB reserves the right to:

- (1) Obtain the overall length from the vessel’s register, or
- (2) Measure the vessel.
- (c) *Vessels 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 a MSB dock or terminal facility.
- (d) *Preference to Reserved Dock Use.* A vessel may be permitted to berth at a dock or terminal facility of the MSB without having first made written application for a berth assignment and without such an assignment having been granted. However, priority will be given to MSB dock use reserved in advance with the Port Director. Further, any vessel seeking a berth at a MSB dock for a period longer than six (6) hours must complete, within twenty-four hours of arrival at the dock,

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a Vessel Dockage/Berthing Application (Exhibit B) or have a current copy of same on file in the office of the Port Director. Any vessel planning to remain at a MSB dock for a period of less than six (6) hours must notify the Port Director's office of such plan prior to arrival at the dock.

A vessel or vessel agent may secure reserved dock space under the following conditions:

- (1) Request for reservation is made on a Vessel Dockage/Berthing Application indicating length of berth and date(s) requested.
- (2) Reservation request must be received by the Port Director a minimum of seven (7) days prior to anticipated vessel arrival.
- (3) The vessel agent or other person requesting a berth ("berthing agent") must provide, as may be requested by the Port Director as a part of the berthing process, to the extent of his knowledge, all information called for by any Supplement to Vessel Dockage/Berthing Application or any other information respecting the vessel including, but not limited to, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, estimate of amount of each category of port charges, as enumerated, and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's certification as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the MSB for any financial loss suffered by the MSB as a result of the agent's failure to so report accurately.

Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port Director, he shall immediately notify the Port Director and, if requested by the Port Director, promptly file an amended Vessel Dockage/Berthing Application with the Port Director.

- (4) The Port Director will determine availability of dock space on the dates requested. Should scheduling conflicts be found, the Port Director shall mediate a resolution which will attempt to minimize negative impacts on both (or all) parties.
- (5) Full dockage fees are payable to the MSB at the time of reservation. Prepaid dockage fees will be non-refundable unless a written cancellation

is received by the Port Director a minimum of six (6) days prior to scheduled vessel arrival. (See also Subsection, 180, Responsibility for Charges, Collection and Guarantee of Charges.)

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- (6) All estimates of dockage charges are subject to approval and/or adjustment by the Port Director. The Port Director shall promptly, after receipt of said estimate, advise the berthing agent as to (1) its approval or adjusted estimate of dockage charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
 - (7) An agreement is made to work continuously utilizing not less than day and early night shifts (first and second shift) and multiple longshore gangs, cranes, and equipment to the fullest extent available in accordance with circumstances then prevailing, unless an alternate work schedule is approved by the Port Director in writing.
 - (8) In addition to the terms for dockage reservation and establishment of financial responsibility as set forth herein, requests for dockage/berthing reservation shall otherwise be in accordance with all local rules and regulations established by the MSB.
- (e) *Dockage May be Granted Before Payment.* For safety or other reasons, the MSB in some circumstances, may grant a vessel temporary dockage before the owner or agent has paid all applicable charges or otherwise complied with all applicable tariff provisions or conditions of dockage. In such circumstances, the vessel may unload its cargo only if (1) the Port Director determines that dockage space is available, and (2) the owner or agent agrees to pay all applicable charges by the close of business the first week day after arrival, and the owner or agent complies with all other applicable tariff provisions and conditions of dockage. If no dockage is available, or the vessel owner or agent does not pay all applicable charges and comply with other applicable provisions, the vessel may not unload its cargo and shall sail on the next tide. The vessel shall be assessed appropriate fees as set forth in this tariff.
- (f) *Charges on Vessel Shifting.* When a vessel is shifted directly from one part of a dock to another, the total time at such berths will be considered together when computing the dockage charge.
- (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.

NOTE: Tug boats leaving a tended vessel for the purpose of assisting any other vessel shall have waived its right to free dockage for the entire period of berthing by its tended vessel.

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- (h) *Notice of Hazardous Cargo and Permit Requirement.* Notice shall be given to the Port Director 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 forty-eight (48) hours prior to landing or use of docks. The Port Director, at his sole discretion, may issue a permit for dock use if he finds that sufficient precautions have been taken to minimize any potential risks presented by such cargo.
- (i) *Dockside Lay Time.* Dockside lay time may be allowed as scheduling permits. However, all vessels must be removed from dockside within three (3) hours of receiving notice from the Port Director or his agents.

380 DOCKAGE RATES

- (a) *Daily Dockage Rate.* The charge for dockage is as follows except as otherwise provided:

<u>Overall Length of Vessel</u>	<u>Daily Charge Per Foot</u>
Up to 200 ft.	\$0.60
201 to 300 ft.	0.80
301 to 400 ft.	1.00
over 400 ft.	1.20

NOTE: Daily charge is for any period of twenty-four (24) hours. However, in computing dockage charges for any period of dockage less than twelve (12) hours, dockage charges at one-half (1/2) of one full day's dockage shall be assessed. For any dockage period greater than twelve (12) hours and less than twenty-four (24) hours, a full day's dockage shall be assessed.

- (b) *Monthly Dockage Rate.* A monthly dockage rate equal to one-half (1/2) of the total daily dockage rate for one month may be granted as follows:
- (1) *Tug Operators.* Vessels employed in the business of providing tug services to vessels calling at any dock or terminal facility of the MSB may apply to the Port Director for monthly dockage rates.
 - (2) *Other Vessels.* Vessels requiring long-term dockage may apply to the Port Director for dockage on a space available basis providing carriers loading or unloading commercial freight are given priority.

400 HANDLING, LOADING, AND UNLOADING

Handling, loading, and unloading services may be provided by independent agents at all terminal facilities covered by this tariff. The shipper, vessel owner, or agent is responsible for determining who will be utilized to load, and/or unload, or otherwise handle cargo at the MSB terminal facilities. Completion of a Terminal Operator Permit (Exhibit A) is required for any qualified agent desiring to provide longshore services at the terminal facilities of the MSB.

420 LABOR AND SERVICE CHARGES

A labor and service charge is assessed, in addition to any other charges set forth in this tariff, for all labor performed by MSB personnel and for specific services provided by the MSB or its agents. Service charges do not include charges for dockage, wharfage, wharf demurrage or handling.

- (a) *Special Services.* Except where otherwise required by law, the Port Director has the authority to refuse to provide or to arrange for the provision of special services.

Special services, including waste, bulk oil, or garbage disposal shall be billed at the MSB's actual cost (including MSB labor, equipment, mileage, and other costs). A flat fee of \$100.00 shall be charged for services arranged for by the MSB, but provided by others. Special services shall not include the taking or handling of sewage of any kind. Sewage disposal must be accomplished by the vessel owner or his agent pursuant to federal, state and local (MSB) laws, codes and ordinances.

- (b) *Miscellaneous Charges*

- | | | |
|-----|---------------------------|----------|
| (1) | Dishonored check fee..... | \$50.00 |
| (2) | Deposit | \$100.00 |

440 PASSENGER FEES

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships or other vessels carrying passengers for compensation.

Passengers embarking from dock to vessel (each)\$1.00

Passengers debarking from vessel to dock (each).....\$1.00

The above rates do **not** apply to ferry passengers. Ferry rates will be set once this service is established.

Passengers commuting on a vessel contracted by a company for the express purpose of working within the MSB Port District will be exempt from the above fees.

460 SEARCH AND RESCUE FEES

In addition to other tariff provisions, when the MSB utilizes borough equipment and personnel to provide search and rescue assistance (such as towing and rescue), users of those services will be charged ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per hour for the first hour, or any part thereof, and any services beyond the first hour at 150 percent of the MSB's actual costs, including borough labor costs.

480 WHARFAGE

- (a) *Application of Charges.* Charges will be assessed on the basis of weight or measurement as manifested by the vessel, whichever creates the greater value. Wharfage rates named in this tariff will be charged for all merchandise received over the docks of the MSB and will be in addition to all other charges made under the provisions of this tariff, EXCEPT:

1. Transshipped Cargo:

- a) Inbound cargo discharged and then processed at the Port which is reloaded onto a vessel shall be assessed full wharfage for the inbound cargo and no wharfage for the outbound cargo.
- i. Processed means a product that is significantly altered to change its monetary value (value added) or physically changed in such a way that its primary use has been changed.
 - ii. Processed does not mean combining inbound cargo with another or with other products that were not received as inbound cargo to produce new product(s) for export.
- b) Inbound cargo discharged and then stored/warehoused in the Port District which is reloaded onto a vessel shall be assessed full wharfage for the inbound cargo and one-half wharfage for the outbound cargo.”

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, waling boards, etc., placed on wharf during unloading operations. Fuel handling over wharf will not be considered as ship's stores and will be subject to wharfage and other charges that may be incurred.

- (b) *Overside.* One-half of 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 the vessel is berthed at a dock.
- (c) *Overstowed Cargo* Overstowed cargo destined for discharging at another port will be exempt of wharfage charges, provided that such cargo is not removed from the wharf prior to reloading to the vessel.

500 WHARFAGE RATES

(a) *Schedule of Standard Rates.* Except as otherwise specifically provided, rates are in dollars per ton of 2,000 pounds or per 40 cubic feet.

Commodity	Wharfage Rate
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Freight, N.O.S.	2.50/ton
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****Bulk Commodities** (Grain, Peat, Rock, Gravel, Salt, Sand, and Dry, N.O.S.)

Conveyor or Pipeline	1.25/ton
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Trucks	2.00/ton
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****Cement.** Natural or portland; Drillers Mud; Fireclay; Lime, slaked; Lime, hydrated or quick; Plaster; Magnesite; Gypsum; Sand; Stucco; separate or combined in bulk through hoses to or from mobile bulk carriers, or in 5 ply paper bags.

Trucks	2.00/ton
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Conveyor (to/from bluff)	1.25/ton
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In bulk through pipelines to or from shoreside storage tanks	1.00/ton
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**Coal (bulk)	Negotiated
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*** Explosives & Ammunition**

Powder, Gun or Blasting; Blasting Agents; Blasting Caps; Dynamite; High Explosives, N.O.S.; Explosive Ammunition other than small arms ammunition.....	12.00/ton
(SEE NOTE)	

*** NOTE: Written permission of the Port Director must be obtained prior to any movement of merchandise named in this Item over the MSB Terminal Facilities.**

****Fowl**

Any kind, crated; per crate	5.00/ton
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Iron or Steel Articles, Viz:

Angles; Bars; Beams; Channels; Joists; Piling; Pipe; Steel, cast or wrought; Structural; Tanks; Trusses;	3.00/ton
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****Livestock**

Horses, cattle, hogs, sheep, goats, and N.O.S., per head5.00

****Volume discounts may be negotiated.**

500 **Petroleum or Petroleum Products Negotiated

****Timber & Timber Products**

Conveyor (from approved shoreside storage sites)
 First 200,000 green tons/yr. 1.25/ton
 Next 100,000 green tons/yr..... 1.00/ton
 Excess over 300,000 green tons/yr. 0.60/ton
 Trucks 2.00/ton

Vans or Containers

Freight; rigid, non-disposable, 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
 under Explosives & Ammunition 2.00/ton
 (Subject to Notes 1 and 2 below)
 Empty, unless wharfage charge was assessed
 Loaded inbound, returning, each 6.00/ea

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:**

Automobiles, including pickups with or without
 Camper bodies attached, chassis, freight
 trailers, freight semi-trailers, camper bodies,
 agricultural, earth-moving or materials handling
 equipment..... 5.00/ton

Subsection

Subsection 500

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Trailers, house or vacation homes or buildings,
Mobile or modular. 5.50/ton

**Volume discounts may be negotiated.

520 WHARF DEMURRAGE

- (a) *Description of Charge.* A charge will be assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage. The goal of the Port Commission is to manage its facilities to foster economic growth and expansion of the existing cargo base, and the facilities are for storage, loading and/or handling of import, export, coastwise, intercoastal and local cargoes. The Port commission reserves the right to control and assign space for storage, unloading and/or handling of all cargoes on and/or in these facilities so as to accomplish this goal.
- (b) *Calculation of Free Time.* Free time is calculated exclusive of Saturdays, Sundays or holidays. Free time starts at 7:00 a.m. after freight is received or unloaded onto wharf from car or truck or, in the case of freight received from vessel, at 7:00 a.m. after completion of 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, the day freight is loaded out or delivered to truck or car is to be included in the computation as a storage day.

When freight is transshipped between vessels and involves application of both a long and a short time period, the longer period shall be allowed, but not the aggregate of any two free time periods.

- (c) *Free time.* Free time of five days will be allowed on all inbound traffic. Free time of ten days will be allowed on all outbound traffic.
- (d) *Rates.* After expiration of applicable free time, wharf demurrage will be assessed at the following rates (per day, per ton or portion thereof):

<u>Commodity</u>	<u>First 3 days</u>	<u>After 3 days</u>
All freight	\$0.75/ton	\$1.50/ton

- (e) *Lay-Down Areas.* All cargo is expected to vacate MSB docks, and wharves as soon upon arrival as possible. Cargo is not to be stored on MSB docks and wharves awaiting pick up by vessels unless prior arrangements are made with the Port Director. The Port Director shall have the discretion to refuse all cargo activities and/or lay-down, either inbound or outbound. Cargo that is allowed to wait for "beyond" transportation shall adhere to the following rules:
- (1) Cargo may not be placed on the MSB docks, terminal facilities, or upland areas except in the designated lay-down areas.

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- (2) Cargo and freight not placed in a designated lay-down area must be immediately removed from a MSB dock or terminal facility upon order of the Port Director.
- (3) A vessel, shipper or consignee who refuses to move cargo on demand will be assessed wharf demurrage at five times its applicable rate, starting at the time other vessel, shipper or consignee is noticed to move the cargo.
- (4) In addition, the Port Director may, in his discretion, move cargo or freight, and any expense or damages, including damage to cargo or freight during such movement, shall be charged to the vessel, shipper or consignee, except for damages caused by the MSB's own negligence.