



TERMINAL TARIFF NO. 2

**(Commonly, and herein, referred to as “Tariff”) of the
Port of Dillingham**

**Note: All previous Tariffs, Rules, Regulations and Rates written, printed or
oral,**

Heretofore adopted, are hereby rescinded.

**PUBLISHING RATES, RULES, AND REGULATIONS
FOR
MARINE TERMINAL SERVICES**

**APPLYING AT THE
Port of Dillingham**

Located At

Latitude 59.04° N, Longitude 158.48°W

EFFECTIVE [INSERT DATE]

REVISIONS

Document	Date	Section/	Revised By
Original Document	[DATE]	All	City of Dillingham
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:			

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SECTION I. GENERAL INFORMATION

A. INTRODUCTION

1. **AUTHORITY** – This Tariff and any amendments are established pursuant to Dillingham Municipal Code Chapter 4.25.
2. **CONFLICTS WITH CITY CODE** – In the event that any provisions of this tariff conflict with Dillingham Municipal Code, those provisions in Dillingham Municipal Code shall prevail.
3. **GEOGRAPHICAL SCOPE** – The rules, regulations, conditions, rates and/or charges set forth in this Tariff include all facilities, roads, docks, wharves, or properties owned, operated, or managed by the Port of Dillingham (hereafter, “the Port”) in Dillingham, Alaska.
4. **APPLICABILITY** – The rules, regulations, conditions, rates and/or charges set forth in this Tariff apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents, and instruments.
5. **IMPLIED CONTRACT** – Entry upon or into the Port, docking at the terminal or fleeting at the Port or inclusive waterways by any person or vessel constitutes an agreement by such person or vessel to comply with the City of Dillingham’s Tariff and all applicable Rules and Regulations.
6. **RESPONSIBILITY** – Any person or persons acting on behalf of entities using the terminal or facilities, or agents thereof, are jointly and severally responsible for all payment of charges as set forth in this Tariff.
7. **RISK** – Persons entering the Port do so at their own risk.
8. **COMPLAINTS** – Shipper’s requests and complaints should be promptly and fairly considered by the City of Dillingham provided that they are submitted in writing to the Port Director or designee at the address indicated in the Tariff.
9. **CHANGES** – The City of Dillingham 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 should be noted on the Revision page of this document.
10. **RULE OF LAW** – The laws of the United States of America and the State of Alaska apply to the provisions of this Tariff.

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11. CONTACTS –

General Inquiries	Harbor Inquiries	Freight Inquiries
Port Director 907-842-1069 portdirector@dillinghamak.us	Harbormaster 907-842-1069 harbor@dillinghamak.us	Dock Supervisor 907-842-5516 dock@dillinghamak.us

Mailing Address

Port of Dillingham
P.O. Box 889
Dillingham, AK 99576

12. HOURS OF OPERATION –

- a. SUMMER/WINTER HOURS –
 - i. “Summer” is 15 April – 31 October,
 - ii. “Winter” is 1 November – 14 April.
- b. HARBOR OFFICE
 - i. 1 May – 30 September: Daily 8 AM – 5 PM
 - ii. 1 October – 30 April: Closed
- c. DOCK OFFICE
 - i. SUMMER: Monday through Friday, 9 AM – 12 PM, 1 PM - 6 PM
 - ii. WINTER: Closed.

13. HOLIDAYS – All holidays observed by the City of Dillingham will be considered holidays for the purpose of this tariff.

B. RIGHTS AND COMPLIANCE

1. **RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS** – The City of Dillingham reserves the right to execute supplemental or separate contracts outside of this Tariff. Such contracts should be consistent with the provisions of this Tariff. However, where provisions of a supplemental agreement differ with those contained in this Tariff, the terms and conditions of the contract supersede this Tariff.
2. **RIGHT TO ESTABLISH SUPPLEMENTAL RULES**– The City of Dillingham, through the Port Director or designee, reserves the right to establish and enforce separate rules to protect health, safety, and welfare. Such rules will 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 Director or designee is final. Any final decision of the Port Director may be appealed informally to the City Manager.

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4. **ADDITIONAL COMPLIANCE** – Users of Port facilities are subject to federal, state, municipal regulations, and all applicable law, as well as supplemental Terminal Rules and Regulations as established by the City of Dillingham or its Port Director.
5. **SECURITY** – Users are advised that designated portions of the properties and facilities of the Port may be subject to the federal security regulations under 33 C.F.R. Part 105.
6. **ALTERATION OF BANKS, PROPERTIES OR WATERWAYS** – No properties or waterways in the Port shall be altered in any fashion without express permission of the Port Director or the City of Dillingham.

SECTION II. ABBREVIATIONS, SYMBOLS AND DEFINITIONS

A. ABBREVIATIONS

AM	Before noon, local time	LOA	Length Overall
AK	Alaska	NOS	Not otherwise specified
CWT	Centum Weight (100 lbs.)	PM	After noon, local time
Etc.	Et cetera; and so forth	Sq.	Square
FEU	Forty-foot equivalent unit	TEU	Twenty-foot equivalent unit
Flat/Flats	Flat Rack Container	USD	U.S. Dollars
FT	Foot/Feet		

B. DEFINITIONS

Unless provided otherwise in this tariff, applicable definitions set forth in 46 C.F.R. § 525.1(c) control.

1. **BARGE** – Any non-self-propelled vessel.
2. **BERTH** – The area of water alongside a pier where a vessel is docked.
3. **BULKHEAD (City)** – The bulkhead and loading area adjacent to the Harbor Office within the Dillingham Small Boat Harbor located in USS 66 and USS 172.
4. **CARGO** – Commodities, merchandise, materials, and/or equipment to be loaded on or discharged from a vessel, truck, or container.
5. **CARGO OWNER** – The party or corporation - including shippers, agents, or their designees - that owns or is otherwise responsible for cargo handled at the terminal.

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6. CITY DOCK – All docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls located in Block 30, Lots 3, 4, 5, 6, 7, and 8 of Dillingham Townsite, USS 273A and 273B. The City Dock includes the beach and associated ramp adjacent to Lot B.
7. COMMON CARRIER – Vessel operators providing regular waterborne cargo service to the Port that publish a schedule of vessel calls including calls on the Port.
8. COMPANY GEAR – Defined as, but not limited to, gear, supplies, autos, gen-sets, spill response containers, equipment, fuel tanks, chassis, bunkhouses, etc. owned by a Common Carrier that is directly related to cargo handling.
9. CONSIGNEE – The person(s), company(ies), named on the Bill of Lading, cargo bill, or delivery receipt that the cargo is consigned to be delivered to.
10. DELINQUENT LIST – A record of vessels, their owners or agents, or other users of the Port, who failed to pay charges within the credit period allowed in this Tariff, or who have not furnished proper cargo statements (manifests) as requested.
11. DEMURRAGE – A charge assessed against cargo which remains on the pier or port property after expiration of the Free Time allowed for which storage has not been arranged.
12. DOCK – All docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the City of Dillingham.
13. 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 another watercraft so berthed.
14. 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.
15. FREE TIME – 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.
16. FREIGHT – Cargo, or other materials delivered to a vessel as supplies for that vessel.
17. HANDLING – The movement and management of cargo within the Terminal.
18. HAZARDOUS CARGO – Any liquid or solid material as defined under 49 C.F.R. Parts 171-179, or as designated by the U.S. Environmental Protection Agency and/or the Alaska Department of Environmental Conservation as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling, and disposal.
19. KANAKANAK BEACH - The beach access area and associated facilities located at Kanakanak Beach (USS 66), including parking areas and access roads under Port management.

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20. 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.
21. LONGSHOREMAN – Any person engaged in the handling of cargo.
22. MANIFEST – Any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
23. METRIC TON – 2,204.6 pounds U.S.
24. MUNICIPAL TERMINAL – The City Dock, the Staging Area, and their associated facilities, such as access roads and adjacent storage area necessary to conduct normal day to day dock operations.
25. OVERALL – The greatest distance between two points either above or below the water.
26. OVER-LENGTH CARGO – Cargo loaded onto flats, platforms, post flats, and/or bundles that, in the opinion of the Port Director, exceeds the acceptable length of the flats, platforms, post flats, and/or bundles onto which it is loaded.
27. OVERSIDE CARGO HANDLING – 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.
28. OVERSTOW - Any cargo discharged to the Port that is not destined for the Port, with the exception of Working Stows.
29. PER DIEM – A period of one day, equivalent to 24 hours.
30. PERISHABLE CARGO – Agricultural or seafood products required to be stored and transported in temperature-controlled environments.
31. 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.
32. PIER – The fixed structure along the water's edge to which a vessel may be tied up and moored.
33. POINT (OR PLACE) OF REST – An area on the terminal facility where cargo ordinarily would be deposited when received, subject to noninterference with terminal operations; or the actual point at which the cargo is placed following discharge or receipt, as applicable.
34. PORT – All lands designated in the Port owned, controlled, and/or operated by the Port Department of the City of Dillingham, including the City Dock, submerged lands, tidelands, upland sections, the small boat harbor, Kanakanak Beach and road access, Wood River Launch, and the dock facilities and property.

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- 35. **PORT DIRECTOR** – The Port Director of the City of Dillingham, or their designee, who is the local representative responsible for the management of the designated marine terminal facility and Port properties.
- 36. **POST FLAT** – A fixed post flat rack container.
- 37. **REEFER** – Refrigerated cargo or the temperature-controlled unit it is contained within.
- 38. **SEAFOOD** – Any species of fish, shellfish, or other aquatic animal harvested from any body of water, and any byproducts of such animals, including roe, fish meal, and all other byproducts.
- 39. **SHIP’S GEAR** – Equipment such as strong-backs, lines, hatch covers, walking boards, etc., placed on the wharf during load/discharge operations.
- 40. **STEVEDORE** – Any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.
- 41. **SUMMER** – 15 April to 31 October
- 42. **TENANT** – Any party that leases property for exclusive or non-exclusive use at a marine facility.
- 43. **TERMINAL** – Terminal shall include all land, docks, piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, cargo-handling equipment, property, and other infrastructure associated with the marine facilities under the management and control of the City of Dillingham within the Port.
- 44. **TERMINAL OPERATOR** – The City of Dillingham or an entity approved by the City of Dillingham and/or its Port Director to handle cargo operations at the terminal, including holders of a valid Terminal Operator Permit.
- 45. **TERMINAL OPERATOR PERMIT** – A permit issued by the Port Director or designee to a qualified entity for operating at the Marine Terminal in the Port.
- 46. **TERMINAL STORAGE** – A charge assessed against cargo which remains on the pier or port property after expiration of the Free Time allowed for which storage has been arranged in advance of the expiration of Free Time.
- 47. **TON** – 2,000 pounds U.S.
- 48. **TOP STOWING** – Any cargo, received by the Port, which is lashed to the top of a container van, full, flat or lift which requires additional lashing to secure.
- 49. **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.
- 50. **VEHICLE** – 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

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and heavy equipment and mobile weapons.

- 51. VESSEL – Any floating craft, self-propelled or non-self-propelled, including commercial vessels and boats; fishing boats; recreational boats; barges, skiffs, or similar craft; as well as public vessels and craft.
- 52. VESSEL OPERATOR – The operator, agent, owner, or their designee, of a vessel.
- 53. WHARF – The cargo handling area located on the terminal adjacent to the waterway.
- 54. WHARFAGE – 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.
- 55. WINTER – 1 November to 14 April
- 56. WOOD RIVER BOAT RAMP - The boat launching facility and associated parking area located at Wood River, including adjacent parking areas and access roads under Port management.
- 57. WORKING STOW – Any cargo not destined for the Port that must be removed from a vessel and placed on the dock temporarily, before being back loaded to the same vessel from which it was removed, after discharging and/or loading operations are concluded. Responsibility for back loading of working stow is that of the carrier.

SECTION III. GENERAL RULES AND REGULATIONS

A. GENERAL

- 1. PUBLIC THOROUGHFARES – The Port and its associated properties are not public thoroughfares except as indicated by posted signage or other conspicuous indicators.
- 2. ACCESS TO PORT FACILITIES – The Port Director or designee shall at all times have the right to refuse access to any property, 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 property, dock, or terminal facility. This right shall be reserved at all times to the Port Director or designee without responsibility for demurrage, loss, or damage when:
 - a. Previous arrangements for use, space, receiving, or unloading have not been made with the Port Director or designee;
 - 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 Director or designee, 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 Director or designee, the circumstances then prevailing or likely to occur will

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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 and users will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port Director or designee reserves the right to repair, contract, or cause to be repaired, any and all damage to docks, wharves, buildings, utilities, and equipment caused by vessels, their owners and/or agents, operators, or other parties and hold them responsible for payment. Any repair charges will be billed to users at cost plus 25% for administrative cost. All repairs must be reviewed and approved by the Port Director or designee.

In the event any damage is done to terminal property, the person or persons responsible for said damage, or in any way involved, must give a full report to the Port Director or designee giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentalities 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 Port Director or designee, the terminal, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO

- 1. **RIGHT TO REFUSE CARGO** – The Port Director or designee has the right to refuse to accept, receive or unload, or permit a vessel to load or discharge:
 - a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Port Director or designee by the cargo owner;
 - b. Cargo not suitably packed for reasonably safe transportation;
 - c. Cargo with a cargo owner that is responsible for outstanding charges that have not been paid;
 - d. Hazardous cargo not prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 C.F.R. Parts 171-179);
 - e. Cargo, the value of which may, in the opinion of the Port Director or designee, be less than the probable service charges and other charges related to it;
 - f. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Port Director or designee, 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;

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- g. Cargo not properly labeled;
 - h. Cargo beyond the acceptable, stated weight;
 - i. Cargo not properly packaged or contained;
 - j. Hazardous cargo that is mislabeled and/or was not previously granted permission to be accommodated; and/or
 - k. 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.
2. **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO** – The Port Director or designee may move or remove cargo from the terminal to safeguard life and property, for the convenience of the City of Dillingham, 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.
3. **ACCESS TO CARGO RECORDS** – The vessel operator will be required to allow the Port Director or designee 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 is confidential and may not be disclosed to any person other than City of Dillingham staff carrying out official duties.
4. **STORAGE LOCATION** – The Port Director reserves the right at their 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 City shall have a lien on such cargo for all charges due.
5. **ABANDONED CARGO OR EQUIPMENT** – If cargo (such as damaged or unsaleable cargo) or equipment is abandoned and left upon the terminal, the cargo owner is responsible for removal of such cargo at its own expense and for reimbursement to the City of Dillingham if any wharfage, demurrage, or other charges that have accumulated. The Port Director or designee may, at their discretion, require a delay in departure of the vessel until such cargo or equipment has been removed, and all accrued charges have been paid in full. Cargo or equipment abandoned on the terminal may be disposed of in a manner determined by the Port Director or designee including disposal or sale of the cargo or equipment. Freight of a perishable nature with any accrued

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terminal charges that are unpaid within 30 days may be disposed of in a manner determined by the Port Director or designee including disposal or sale of the freight.

6. **HAZARDOUS CARGO** – Notice shall be given to the Port Director or designee of any vessel, truck, 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 docks. Such notice shall include Material Safety Data Sheets (MSDS) for all hazardous cargo. 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.
7. **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 Director or designee. Firearms, civilian or military, and military equipment shall be considered as dangerous cargo under this item.
8. **OWNERS RISK** – All of the following shall be at the owner's risk except for those damages caused by the City's own negligence:
 - a. Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing;
 - b. Freight on open ground is at owner's risk for loss or damage;
 - c. Freight subject to freezing will be accepted only at owner's risk;
 - d. All timber, logs, and watercraft moored in the Port are at owner's risk for loss or damage. This includes vessels, if and when permitted by the Port Director or his authorized agent, moored alongside of vessels; and
 - e. Property of any kind including vehicles not owned by the City but on City property is at owner's risk for loss or damage.
9. **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 PORT

1. **RIGHT TO BOARD VESSEL AND INSPECT** – The Port Director or designee may enter upon and inspect any vessel at the terminal to determine the kind and quantity of cargo aboard or to identify safety or security concerns. No person or persons may hinder or refuse entrance upon such vessel for the stated purposes above. If a person refuses to allow the Port Director or designee to board the vessel for inspection purposes, then the vessel must immediately leave the

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2. **MANIFESTS REQUIRED OF VESSELS** – Vessel operators, shippers, operators, or their agents are required to furnish the Port Director or designee with complete copies of vessel 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.
3. **FACILITIES CLOSURE** – The City of Dillingham reserves the right to close facilities, refuse service, and/or cease operations of the Port at all times and without notice.

D. ENVIRONMENTAL

1. **COMPLIANCE** – All users, cargo owners, vessel operators, and persons entering the Port must comply with all environmental regulations of the federal government, State of Alaska, the Alaska Department of Environmental Conservation, and the City of Dillingham.
2. **RUBBISH** – No rubbish or materials of any kind may 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 Director or designee reserves the right to remove, or cause to be removed, rubbish at the expense of the party responsible. Rubbish may be removed from the terminal by contractors hired by the Port Director or designee.
3. **DISCHARGE OF LIQUIDS** – Vessels may not discharge fluids overboard including black water, graywater, or other liquids while at the terminal. That prohibition does 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.
5. **DUNNAGE** –
 - a. All dunnage entering the terminal utilized for import or export to or from international locations must 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

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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 Director or designee may immediately remove, or cause to be removed, such material, and the expense incurred will be charged to the vessel operator or shipper.

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 Director or designee.
- 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 must comply with all relevant provisions of federal, state, and municipal laws and regulations in the storage, handling, and disposal of hazardous waste materials.
- d. Compliance must be in such a manner to avoid environmental harm and to create no liability for the City of Dillingham.

E. VESSEL MOORING

1. BERTHED – Vessels berthing at the terminal must:

- a. Be properly managed at all times, including regular checking of lines to adapt to changing tidal conditions;
- b. Have available sufficient personnel and equipment to move the vessel at all times; and
- c. 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 over submerged lands, outside of the immediate terminal berths, do so at their own risk and may not hold the City of Dillingham responsible for any vessel damage or casualty during such transit.

3. REQUEST FOR BERTHING – All vessels desiring a berth at the Municipal Terminal must, as far in advance of the date of docking as possible, make request for berthing to the Port Director or designee in a manner acceptable to the Port Director. All requests must be approved by the Port Director or designee before any vessel will be scheduled for docking and/or before loading or discharge of any cargo.

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4. **ASSIGNED BERTH** – All vessels receiving berth assignments from the Port Director or designee, must dock or fleet at their respective assigned location at the pier and in fleeting areas, at the time and for the period stated in their application, and are solely responsible for making prior arrangements for docking assistance and related services, and for notifying the Port Director or designee of such arrangements. Vessels berthing at the terminal must provide confirmation of berthing to the Port Director or designee at least 4 hours in advance of arrival. Prior to each docking, all vessels or its owners or agents must confirm with the Port Director or designee the ETA of the vessel, the nature and quantity of the cargo to be handled, and the start time for crew to begin the discharge and/or loading operations. The Port Director or designee will provide final confirmation and necessary docking instructions, unless, in the opinion of the Port Director, docking must be rescheduled or canceled.

Vessels requesting to dock for vessel repairs must be approved by the Port Director prior to docking.

5. **BERTH PRIORITY** – All vessels desiring a berth at the Port will be afforded space, so far as is practical and subject to the final discretion of the Port Director, according to the following order of priority:
- a. 1st Priority: Common Carriers
 - b. 2nd Priority: Vessels bearing Seafood
 - c. 3rd Priority: All other vessels

All berthing priority or order of priority is subject to the final discretion of the Port Director.

6. **NON-INTERFERENCE** – All vessels are responsible for ensuring 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.
7. **OPERATIONAL SPACE** – No personnel providing docking assistance or loading, unloading, or handling services is 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 Director or designee for such purposes. All vessel docking, loading and unloading, embarking and disembarking, and conducting departure operations must 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.
8. **SCHEDULING OF VESSELS** – The Port Director or designee reserves the right to establish vessel berthing schedules and the use of all terminal facilities for the convenience of the City of Dillingham. Request for berthing must be made as far in advance of vessel arrival as possible. If there are any vessel traffic or berthing conflicts, the Port Director has final authority over berthing

assignments.

9. RIGHT OF PORT TO MOVE VESSELS – The following apply:

- a. Whenever necessary for the proper and safe operation of the Port, the Port Director or designee may order a vessel or its associated barges to depart the terminal or to move to such other place as they direct at the expense of the vessel operator.
- b. The Port Director or designee 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 will be charged to the vessel operator.
- d. The Port Director or designee 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 Director or designee:
 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 contains hazardous cargo or cargo that is labile to damage other vessels, cargo, or port facilities; or
 5. The vessel's berthing is in conflict with another vessel who had previous arrangements.

10. IMPROPER DOCKING – Vessels that, in the opinion of the Port Director, are improperly docked will be assessed a fee of \$200 per instance of improper docking.

11. RAFTING – The Port Director reserves the right to authorize any vessel to tie up to the outside of a vessel docked at the Port ("rafting"). All such vessels are subject to all rates, rules, and regulations as though they were docked at the Port.

F. LIABILITY AND INSURANCE

1. LIABILITY – Users of the Port including but not limited to, vessels owners and crew members, their agents or instruments, shippers or consignees, and shore personnel shall defend, indemnify and hold harmless the City of Dillingham, its officers, employees, and agents against any and all claims, demands, losses, damages, or expenses arising from any breach or default in performance of any obligation to such parties to be performed under the terms of this Tariff or arising from any

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act or omission of said parties and for all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims, action or proceeding brought against the City of Dillingham except for those caused by the City's own negligence.

2. **RESPONSIBILITY FOR SAFETY, SECURITY** – Vessel operators are 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 must make proper provision, in consultation with the Port Director or designee, for safety and security.
 - b. Tenants leasing warehouse storage space or other facilities at the Port are solely responsible for the condition, safety, and security of stored goods and personnel providing services within their respective leased space.
 - c. Users agree to cooperate with the Port Director or designee and enforce all applicable rules and regulations of the Port 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 Director or designee. The City of Dillingham is 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 Director or designee reserves the right to request specific insurance and may request certificates for users to confirm they have required levels to cover operations. The Port Director or designee must furnish the user the requirements for insurance and minimum levels required. The City of Dillingham 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,

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with limits as to bodily injury or death and property damage of not less than \$2 Million (\$2,000,000.00) for each occurrence;

- c. Stevedore and Terminal Operators Liability;
 - d. Property Damage Insurance;
 - e. Commercial Automobile Liability;
 - 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 Director or designee.
5. **FORCE MAJEURE** – In the case of occurrence of unusual circumstances, without any fault of the City of Dillingham, 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 City of Dillingham is not liable for any impacts on users, vessels, persons, or cargo.

G. MISCELLANEOUS

- 1. **VERIFIED GROSS MASS REQUIREMENTS** – The City of Dillingham does not currently provide scale and weighing services for container, truck, or cargo weight information. All users must comply with verified gross mass requirements as applicable.
- 2. **CAPABILITIES** – The Port Director or designee reserves the right to prohibit 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 Director or designee, outside of the safe operating parameters of the terminal.
- 3. **PIER LOADING PERMIT** – The Port Director reserves the right to require a pier loading permit for the handling of any cargo requiring crane equipment contracted from outside of the terminal or handling of cargo which, in the sole opinion of the Port Director, is unusual or presents

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potential difficulty to or strain on port facilities beyond those of typical Port operations. Such permit will 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. **MOVEMENT OF CARGO AND PERSONNEL** – Temporary storage, loading, and unloading of cargo at the terminal must be accomplished within the Free Time specified in this Tariff unless written arrangements for additional time are made with the Port Director. In addition:
 - a. Embarking and disembarking of personnel must be accomplished within the time specified in prior written arrangements made with the Port Director or designee. Vessel operators are responsible for the safety and security of personnel 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, and for bonded storage or other clearances when required. The Port Director or designee must 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 Director or designee may bar passengers or visitors from the terminal for the purposes of safety or security as deemed necessary by the Port Director or designee.
5. **AVAILABILITY OF CARGO FOR DELIVERY** – The vessel operator is responsible for making inward or outward bound cargo on the terminal available for delivery to consignees or the vessel. The vessel operator must notify the Port Director or designee 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.
6. **VEHICLE PARKING** – No person is allowed to park automobiles on the Port without express permission from the Port Director or designee. When such permission is granted, parking is entirely at the risk of the owner and/or operator, and the City of Dillingham is not liable for any loss or damage resulting from such parking. The Port Director or designee may 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. Any vehicles not properly parked in designated areas, may be towed by the City of Dillingham at the owner's expense.
7. **VEHICLE SAFETY** – All persons operating a vehicle on Port property must wear seatbelts. Vehicle speed may not exceed 15 miles per hour on Port property. Vehicles may not be left idling when unattended.
8. **SMOKING** – There is no smoking allowed in the Municipal Terminal nor in any of the buildings in the Port. Persons violating this rule may be barred, at the discretion of the Port Director or

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designee, from further use of the Port or any portion thereof, and may be subject to prosecution under applicable federal, state, and municipal laws.

9. **ALCOHOL/CONTROLLED SUBSTANCES PROHIBITED** – Open containers and/or consumption of alcohol or controlled substances is not permitted on any part of the Port. Persons under the influence of alcohol or controlled substances are not be allowed on any portion of the Port. Persons found in violation of these rules will be asked to leave the Port immediately; may be prosecuted under federal, state, and local regulations; and may be denied future access to and/or use of the Port and facilities.
10. **HOT WORK** – It is unlawful for any person to weld, perform hot work, use any open fire, or to cause or permit any welding or the use of any open fire at the terminal unless:
 - a. Notice is given to the Port Director of the type of work to be done, when the work is to occur, and any relevant safety considerations for the City of Dillingham, its staff, and/or its users; AND
 - b. The User must comply with all prevailing Terminal Rules and Regulations, Municipal ordinances, state and federal law, and all other applicable law.
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, must be operated by authorized personnel only, must be properly load-rated for such use, and must be operated in a manner to prevent damage to property or harm to personnel. Vessel operators are responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Port Director or designee of such arrangements.
12. **REQUIRED STORAGE CLEARANCES** – When storing cargo on the terminal, the following clearances must be maintained:
 - a. At least two (2) feet of clear and open space must 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. 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 other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there must be maintained a straight, free, and open space at least three (3) feet in width running therefrom to the center aisle. This space must be kept clear of rubbish, dunnage, and other obstruction.

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- d. A main aisle of at least twenty (20) feet in width must be maintained on Port property to allow fire trucks or other emergency vehicles to have access throughout all Port property.
 - 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.
 - g. No cargo may be placed or stacked on any portion of the facility including warehouses, not approved by the Port Director or designee, 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-property weight limits as posted. In general, cargo should 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 must 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, United States Environmental Protection Agency, State of Alaska and all cognizant regulatory agencies.
15. **OPERATING AREA AS AUTHORIZED** – All users must confine their operations to the area designated by the Port Director or designee, 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 Director or designee for use by other users.
16. **HANDLING OF LOOSE MATERIAL** – Any vessels, operators, or users handling loose, granular material must control all dust generated by such handling so that Port property and other tenants are not impacted. Users must meet all prevailing safety requirements and must mitigate all potential fire, explosive, or health hazards arising from the handling of loose material.
17. **FREIGHT CHARGE ARRANGEMENTS** – The City of Dillingham is not responsible for collecting any charges on behalf of third parties related to movement of freight (for example, “collect freight charges,” “C.O.D.” or “sight draft shipments”).

SECTION IV. RATES, CHARGES, TERMS AND CONDITIONS

A. PAYMENT OF CHARGES

1. **APPLICABILITY** – All users of the terminal are 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 an invoice.
3. **CREDIT** – Any user doing business under this Tariff may apply for credit. Failure to pay credit accounts within thirty (30) days may 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 will be denied further use of the terminal until all outstanding charges have been paid.
5. **FINANCE CHARGE** – Invoices not paid when due are subject to a finance charge in accordance with applicable municipal practice.
6. **PAYMENT APPLICATION** – The City of Dillingham may apply any payment received against the oldest outstanding invoices.
7. **RESPONSIBILITY FOR PAYMENT** – The vessel operator, shipper, operator, agent, or consignee 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 City of Dillingham may require a pre-paid deposit of sufficient funds to cover all charges that may be incurred by use of Port facilities.
9. **COLLECTIONS** – Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.
10. **WITHHOLDING OF CARGO** – The City of Dillingham 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 City of Dillingham reserves the right to detain a vessel; establish a maritime lien upon the vessel, its cargo, and freights; or arrest

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a vessel for all unpaid charges due the City pursuant to DMC Chapter 2.42.

12. **DENIAL OF USE** – The City of Dillingham reserves the right to deny anyone the use of any facility until all past due accounts are paid.
13. **DISPOSITION OF CARGO** – The City of Dillingham 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 City of Dillingham. The City of Dillingham is under no obligation to grant any requested alternative arrangements and may do so at its sole discretion.
15. **CURRENCY** – All amounts are in United States Dollars (USD).

B. RATES, CHARGES, AND FEES

1. **RIGHT TO ADJUST RATES** – The City of Dillingham at its discretion, reserves the right to adjust rates on a an annual or as-needed basis, providing sufficient notice is given to all tenants, vessel operators, cargo owners, and users.
2. **DOCKAGE – CITY DOCK**
 - a. Applicability – The Dockage rates below will be assessed against the vessel, its owners, agents, or operators on the basis of the Gross Registered Tonnage (GRT) of the vessel for the period the vessel remains docked, moored, or fleeted at the Dillingham City Dock. The GRT as listed on the vessel’s Certificate of Registry (COR), or as determined by the Port Director will be used in determining the GRT for the vessel. Dockage will be assessed against the vessel, its owners, agents, or operators at the rates shown below apply to a twenty-four-hour period or fraction thereof, including Saturdays, Sundays, and holidays.
 - b. Continuous Dockage - Vessels conducting load/discharge operations that do not complete during a single tide, and elect to cast off from the dock and return on a subsequent tide to complete operations will be assessed dockage as though the vessel had remained continuously docked at the Port.

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- c. Dockage Charges - City Dock Dockage Charges are as follows:

From	To	Per Day
0	40	\$79.20 flat rate
41	99	\$2.06 per ton
100	299	\$1.59 per ton
300	1,000	\$1.04 per ton
1,001	2,000	\$0.74 per ton
2,001	5,000	\$0.56 per ton
5,001	OVER	\$0.40 per ton

3. DOCKAGE – ALL OTHER FACILITIES (FORMERLY, “MOORAGE”)

- a. Applicability – The Dockage rates below 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 docked, moored, or fleeted at any Port facility other than the City Dock. The LOA as listed on the vessel’s Certificate of Registry (COR), or as measured and accepted by the Port Director or designee, will be used in determining the LOA for the vessel. Dockage will be assessed against the vessel, its owners, agents, or operators at the rates shown below apply to a twenty-four-hour period or fraction thereof, including Saturdays, Sundays, and holidays.
- b. LOA Restricted – Dockage at any Port facilities other than the City Dock is restricted to vessels of 70 feet in length and less. Any vessels over 70’ in length desiring to dock at the Port must use the City Dock.
- c. Rates – Dockage for vessels under 28’ LOA is available only with a Harbor Permit. Dockage for vessels 28’-70’ LOA is assessed on a daily basis. Dockage rates for vessels docking at facilities other than the City Dock are as follows:

Type of Dockage	LOA of Vessel	Rate
Annual Rates (valid until 31 December)	Under 28’	Must obtain Harbor Permit
Daily Rates (valid for 24 hours from time of purchase)	28’ to 32’	\$85.00 flat fee
	33’ to 70’	\$113.00 flat fee
	Vessels over 70’	Must use City Dock

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4. WHARFAGE

- a. Applicability – The following charges will be assessed against all cargo and freight, discharged from or loaded to vessels, lighters, barges, or other watercraft.
- b. Definitions – All wharfage charges will be tabulated based on the definitions given in this Tariff, and subject to the determination of the Port Director. The Port Director has final authority over how cargo is defined and the rates at which wharfage charges are assessed.
- c. Common Carrier Empty Equipment – Any empty containers, platforms, or similar equipment that is owned by a Common Carrier, will be assessed wharfage at \$0.21 per CWT.
- d. Company Gear – Company Gear, excluding Company Gear that is loaded into containers with any other freight, will be assessed wharfage \$0.21 per CWT. Company Gear that is loaded into containers, flats, post flats, or other equipment with other freight will be assessed wharfage at the applicable wharfage rates below.
- e. Seafood Containers - Containers loaded with seafood are subject to a flat rate wharfage charge.
 1. 20' Seafood containers - \$149.00 each
 2. 40' Seafood containers - \$227.00 each
- f. Non-Seafood, Loaded Containers – Any containers not loaded with seafood will be subject to the rates indicated below.

Description	Charge per CWT	Minimum Wharfage Charge Per Container
20' Containers	\$0.48	\$67.00
24' Containers	\$0.48	\$72.00
20' Post or Walled Platform	\$0.48	\$82.00
20' Platforms, or Bundles with 5" dunnage	\$0.48	\$90.00
24' Platforms, or Bundles with 5" dunnage	\$0.48	\$93.00
40' Containers	\$0.48	\$108.00
40' Platforms, or Bundles with 5" dunnage	\$0.48	\$114.00
40' Post or Walled Platform	\$0.48	\$114.00
Any Equipment Over 40'	\$0.48	\$129.00

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- g. Non-Containerized Cargo – All cargo not meeting the foregoing definitions will be assessed wharfage per the rates set out below:

No.	Commodity	Unit	Charge	Note
1	Commercial Fishing Vessels up to 32'	Each	\$252.00	1
2	Freight Not Otherwise Specified (N.O.S.)	CWT	\$0.53	
3	Gravel, bulk	Ton	\$1.89	
4	Non-Rolling Mobile Homes and Modular Buildings	CWT	\$3.05	
5	Rolling Mobile Homes and Modular Buildings	CWT	\$2.52	
6	Vehicles, Chassis, Trucks, and Trailers over 6,000 lbs	CWT	\$0.79	2
7	Vehicles, Chassis, Trucks, and Trailers under 6,000 lbs	Each	\$40.00	

- h. Commodity Notes – These notes apply to the commodity wharfage rates in the table above

1. Includes Herring Skiffs up to 36' and set net skiffs.
2. Does not include house trailers.

- i. Wharfage Rate Modifications –

1. Vessel gear – Strongbacks, lines, hatch covers, barge covers, and other such vessel's gear placed on the wharf during loading/unloading operations are 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, where such cargo does not ultimately pass over the dock.
3. Working Stow – Freight that is discharged from a vessel to the terminal, then loaded back onto the vessel during the same vessel call is assessed wharfage at 50%.
4. Stores & Bunkers – Ship's stores and bunkers (fuel) intended for the vessel's own use is exempted from wharfage charges.
5. Potable Water – Potable water provided by the City of Dillingham is exempt from wharfage charges.

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6. Out of Gauge, Over Length, Top Stow, and Unbundled Cargo – Any cargo that is, as determined by the Port Director or designee, out-of-gauge, over length, or top stowed will be assessed a \$30.00 per unit fee.
7. Other facilities – Any freight loaded or discharged at Port facilities other than the City Dock will be assessed wharfage at \$0.53 per CWT.

5. TERMINAL USE

- a. Applicability – The following charges will be assessed against all inbound freight moved between equipment used to discharge it from a vessel (“Ship’s tackle” / “Terminal’s tackle”) and its point of rest at the terminal. Terminal Use charges will not be assessed on outbound freight.
- b. Definitions – All Terminal Use charges will be tabulated based on the definitions given in this Tariff, and subject to the determination of the Port Director or designee. The Port Director has final authority over how cargo is defined and the rates at which handling charges are assessed.
- c. Terminal Use Charges – All inbound freight will be assessed at the rates indicated below:

Description	Charge	Unit
20’ Containers or Equipment	\$70.00	Each
24’ Containers or Equipment	\$80.00	Each
40’ Containers or Equipment	\$120.00	Each
Containers or Equipment longer than 40’	\$130.00	Each
All Other Cargo	\$0.30	CWT

1. Working Stow – Freight that is discharged from a vessel to the terminal, then loaded back onto the vessel during the same vessel call will be assessed terminal use charges at 50%.

6. TERMINAL STORAGE/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. For inbound cargo, cargo that has been discharged from a vessel, free time begins at the time that the cargo owner or their agent is notified of the availability of the cargo to be retrieved from the Terminal. Such cargo will receive 72 hours of free time.
2. Outbound cargo, cargo which is to be loaded onto a vessel, that is to be loaded on a Common Carrier vessel receives free time until the next Common Carrier vessel call at the Port. All other outbound cargo receives 72 hours free time.
3. Overstow cargo will receive 30 days free time.

c. Lay-Down Areas –

1. No cargo is to be stored in the Port without the express permission of the Port Director.
2. The Port Director 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 Director.
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 Director may, at their discretion, move, remove, or cause to be removed such cargo or freight at the expense of the cargo owner.

d. Terminal Storage Rates –

1. Applicability - Terminal storage applies to any cargo or freight stored on the terminal - including the dock, pier, or wharf – whose storage has been arranged with the Port Director in advance of the expiration of its free time.
2. Summer Storage Charges – Summer storage charges are assessed by calendar month.
 1. *For example – cargo is present on the terminal and its free time expires on the 15th day of the month. This cargo will be subject to the monthly charge. Should the cargo continue to be present on the 1st day of the following month, it will be assessed the monthly charge again.*

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3. Summer Rates for Containers, Flats, and Post Flats - Containers, flat racks (“flats”), and post flats will be assessed storage per the charges below:

Type of Equipment	Charge per Month
20' Containers	\$120.00
20' Flats or Post Flats with 1' or Less of Overhang	\$130.00
20' Flats or Post Flats with >1' and <10' of Overhang	\$150.00
20' Flats or Post Flats with $\geq 10'$ and <20' of Overhang	\$200.00
40' Containers	\$240.00
40' Flats or Post Flats with 1' or Less of Overhang	\$260.00
40' Flats or Post Flats with >1' and <10' of Overhang	\$280.00
40' Flats or Post Flats with $\geq 10'$ and <20' of Overhang	\$330.00
Flats or Post Flats with $\geq 20'$ of Overhang	See Note 1 below

1. Any flats or post flats with over 20' of overhang will be charged the applicable equipment rate for $\geq 10'$ and <20' of overhang plus \$50 for each 10' of overhang beyond 10' of overhang. *For example, an overhang of $\geq 20'$ and <30' on a 20' post flat would be \$250/month, an overhang of $\geq 30'$ and <40' on a 20' post flat would be \$300/month, and so on.*
4. Summer Storage Rates for All Other Cargo - All other cargo or freight subject to storage will be assessed storage fees on 100-square-foot “lots.” Storage charges will be tabulated based on the number of lots that cargo or freight occupies, regardless of whether such cargo or freight occupies entire lots. Terminal storage during Summer will be assessed \$60.00 per month per 100-square-foot lot after the expiration of free time.
5. Winter Storage Charges – Winter storage charges are assessed a flat, seasonal fee for the entire season.

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6. Winter Rates for Containers, Flats, and Post Flats – Containers, flats, and/or post flats subject to storage charges present on the terminal during winter will be assessed a flat, seasonal fee per the table below:

Type of Equipment	Seasonal Charge
20' Containers	\$360.00
20' Flats or Post Flats with 1' or Less of Overhang	\$390.00
20' Flats or Post Flats with >1' and <10' of Overhang	\$450.00
20' Flats or Post Flats with $\geq 10'$ and <20' of Overhang	\$600.00
40' Containers	\$720.00
40' Flats or Post Flats with 1' or Less of Overhang	\$780.00
40' Flats or Post Flats with >1' and <10' of Overhang	\$840.00
40' Flats or Post Flats with $\geq 10'$ and <20' of Overhang	\$990.00
Flats or Post Flats with $\geq 20'$ of Overhang	See Note 1 below

1. Any flats or post flats with over 20' of overhang will be charged the applicable equipment rate for $\geq 10'$ and <20' of overhang plus \$150 for each 10' of overhang beyond 10' of overhang. *For example, an overhang of $\geq 20'$ and <30' on a 20' post flat would be \$750/month, an overhang of $\geq 30'$ and <40' on a 20' post flat would be \$900/month, and so on.*

7. Winter Storage Rates for All Other Cargo - All other cargo subject to storage charges present on the terminal during winter will be assessed a flat, seasonal fee of \$180.00 per 100-square-foot lot occupied, regardless of whether or not the stored items take up the entire lot/lots.

e. Demurrage Rates –

1. Applicability - Demurrage will be charged for any item subject to storage charges for which storage has not been arranged in advance of the expiration of Free Time.
2. Notification – The Port Director will make three (3) attempts to contact the cargo owner or their agent on three (3) separate days. If the cargo owner or their agent does not make contact with the Port Director to arrange for storage, demurrage will begin to be assessed at the expiration of Free Time. After the third attempt to make contact with the cargo owner or representative, the Port Director will give written notice to the cargo owner that after thirty (30) days from the date of notice, the cargo will be considered abandoned and the City of

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Dillingham will take ownership of unless all fees are paid in full and the cargo is either removed from the Terminal or storage is arranged for the cargo.

3. Demurrage Rate - After expiration of free time, and after consignee's representative has been notified, wharf demurrage will be charged at the rate of \$30.00 per day per 400-square-foot lot, regardless of whether or not stored item takes up the entire lot(s).

7. **LABOR RATES** – The City of Dillingham may provide labor for equipment operations, clerking, stevedoring, or other port operations at its convenience. Labor is billed in hourly increments at the rates below:

<u>Type of Labor</u>	<u>Hourly Rate</u>
Equipment Operator	\$90.00
Port Attendant	\$90.00
Stevedore	\$90.00
Crane Operator	\$180.00

8. **HARBOR USE FEES**

- a. Applicability – Use of Port facilities other than the City Dock, including the Small Boat Harbor, City bulkheads, slips, floats, mooring areas, and other Port facilities are subject to permit fees. All facilities other than the City Dock are restricted to vessels with a length overall (LOA) of 70' or less.
- b. Harbor Permits – Harbor Users may obtain Harbor Permits for vessels that they own and/or operate. Such permits are good until the end of the calendar year in which they are issued and expire on 31 December. Fees for such permits are based on the length overall (LOA) of the vessel for which the permit is being issued, per the table below:

LOA of Vessel	Rate
20' and under	\$91.00 flat fee
21' to 23'	\$126.00 flat fee
24' to 27'	\$142.00 flat fee
28' to 32'	\$363.00 flat fee
33' to 70'	\$12.00 per foot LOA

1. Violations – Any violations of City rules, regulations or ordinances, including this tariff, violations of applicable state and/or federal law may result in removal of a Harbor Permit and denial of future permits. The Port Director may move or remove vessels associated with any such violations.

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2. Permit Display – Annual Harbor Permits must be prominently displayed on the vessel for which the permit was issued, as directed by the Port Director.
3. Non-Transferable – Annual Harbor Permits are non-transferable.
4. Non-Refundable - Annual Harbor Permits are non-refundable.

c. Ramp Usage –

1. Vessels 28' or greater – Harbor users with vessels of 28' or greater in length overall (LOA) without a Harbor Permit may launch or haul out such vessels by remitting a Ramp Use Fee of \$113 per diem. Ramp use fees do not confer any privileges of dockage, use of any other Port facilities, or any other Port services.
2. Vessels under 28' – Harbor users with vessels under 28' in length overall (LOA) must obtain a Harbor Permit to launch or haul out vessels.

9. WOOD RIVER BOAT RAMP

- a. Applicability – Use of the Wood River Boat Ramp and parking lot for launching and/or hauling out vessels, as well as parking a trailer (whether attached to a vehicle or not), is subject to remittance of a fee.
- b. Harbor Permit Exemption – Holders of a Harbor Permit may use the Wood River Boat Ramp without remittance of an additional fee.
- c. Fees – Users of the Wood River Boat Ramp may remit a fee for use of the Boat Ramp for the calendar year or may remit a daily use fee. Fees are as follows:
 1. Annual - \$80.00 per calendar year (expires December 31)
 2. Daily - \$10.00 per diem

10. KANAKANK BEACH

- a. Applicability – Use of the Kanakanak Beach facility for launching and/or hauling out vessels, as well as parking a trailer (whether attached to a vehicle or not), is subject to remittance of a fee.
- b. Harbor Permit Exemption – Holders of a Harbor Permit may use Kanakanak Beach to launch vessels without remittance of an additional fee.
- c. Fees – Users of Kanakanak Beach may remit a fee for use of the facility to launch vessels for the calendar year or may remit a daily use fee. Fees are as follows:
 1. Annual - \$40.00 per calendar year (expires December 31)
 2. Daily - \$5.00 per diem

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11. POTABLE WATER

- a. Potable water is available at the City Dock for a fee. Requests for potable water must be approved by the Port Director.
- b. Water will be charged at the following rates:
0 to 1,000 gallons - \$66.00 flat charge
over 1,000 gallons - \$5.50 per 100 gallons or any part thereof

12. FUEL TRANSFER CHARGE

- a. Applicability – Any fuel transferred from vessel to tanker, tanker to vessel, vessel to pipeline, and/or pipeline to vessel at the Port is subject to a fuel transfer charge.
- b. Electric Cooperative – Fuel subject to the fuel transfer charge that is bound for the Electric Cooperative for use by the Electric Cooperative will be assessed a fuel transfer charge of 3.00 cents (\$0.0300) per gallon.
- c. All Other Fuel Transfers – All other fuel transfers will be subject to a fuel transfer charge of 4.32 cents per gallon (\$0.0432)

13. VESSEL LIFT

- a. Commercial fishing vessels not exceeding 32 feet in length, or commercial herring skiffs not exceeding 36 feet in length, may receive boat lift service including launching to the water or lifting to or from a trailer to a flat on a time and materials basis, with a minimum one (1) hour labor charge. All applicable labor, equipment rental, and other charges apply. Such vessels are exempt from applicable wharfage and terminal use fees.
- b. Any other vessel receiving vessel lift services will be assessed all applicable charges per this tariff.
- c. Boat cradles must be removed by the cargo owner immediately after loading or discharge operations are completed. Any boat cradles not so removed will be subject to storage without free time.

14. ICE

- a. Ice is available for purchase at the following rates:
 1. Small cooler/bucket - \$5.00 flat fee
 2. Large personal cooler - \$10.00 flat fee
 3. BBEDC ½ Tote \$55.00 flat fee
 4. BBEDC Tote \$110.00 flat fee

15. MISCELLANEOUS CHARGES

- a. Garbage Disposal – Use of the City Dock dumpster is subject to a fee approved by the Dillingham City Council.

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- b. Campground Fees – Use of Port campgrounds is subject to a fee of \$10.00 per day or \$50.00 per week.

16. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. Charges – The City may make special charges, which may be recommended by the Port Director, 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 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. Right to Refuse – Except where otherwise required by law, the Port Director or designee has the authority to refuse to provide or to arrange for the provision of special services.
- c. Special Services – Any services rendered by the Port Director or designee or the City of Dillingham not otherwise noted in this Tariff will be billed to the person requesting such services at the Port's actual cost (including labor, equipment usage, mileage, and other costs). Any services arranged by the Port Director or the City of Dillingham, but provided by a third party, will be charged to the person requesting such service an administrative fee of \$100 in addition to any other applicable fees.

END OF TARIFF