

Introduced by: City Manager
Date: May 12, 2009
Public Hearing: May 26, 2009
Action: Passed
Vote: 7-0

CITY OF BETHEL, ALASKA

ORDINANCE #09-10

**AN ORDINANCE ADOPTING THE CITY OF BETHEL TERMINAL
TARIFF #004, NAMING RATES RULES AND REGULATION FOR
TERMINAL SERVICES AT THE PORT OF BETHEL ALASKA**

BE IT ORDAINED that the City Council of Bethel, Alaska,

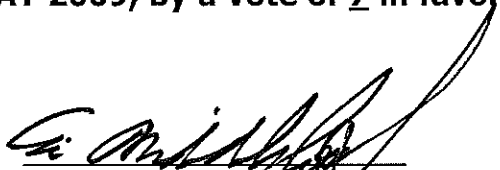
SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. The attached City of Bethel Terminal Tariff #004, is hereby adopted. It shall be adhered to by all traffic without specific notice of arrangement.

SECTION 3. Effective Date. This ordinance becomes effective ten days after the passage by the city council.

PASSED AND APPROVED THIS 26th DAY OF MAY 2009, by a vote of 7 in favor and 0 opposed.

ATTEST:


Eric Middlebrook, Vice Mayor


Lori Strickler, City Clerk

PORT OF BETHEL

TERMINAL TARIFF NAMING
RATES, RULES, AND REGULATIONS

for

TERMINAL SERVICES

At

THE PORT OF BETHEL, ALASKA

TERMINAL TARIFF #004

Introduced: March 2008
Revised and Adopted: February 10, 2009

NOTICE TO THE PUBLIC

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

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NOTES:

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

Cont. -	Continued
Period -	12 hours or less
Ft. -	Foot
Cu. -	Cube
Gal. -	U.S. gallons
Lbs. -	Pounds
LOA -	Length Overall
MT -	Metric Ton
N.O.S. -	Not Otherwise Specified
PUA -	Preferential Use Agreement
LT -	Long Ton
ST -	Short Ton
Sq. -	Square
Wt. -	Weight
\$ -	U.S. Currency
Day -	Calendar Day

CONVERSION TABLES

1 Pound -	0.453592 Kilograms
1 Kilogram -	2.20462 Pounds
1 Short Ton -	2000 Pounds
1 Short Ton -	0.892857 Long Tons
1 Short Ton -	0.907185 Metric Tons
1 Long Ton -	2,240 Pounds
1 Long Ton -	1016.05 Metric Tons
1 Long Ton -	1.120 Short Tons
1 U.S. Gallon -	3.78543 Liters
1 Gallon Fresh Water -	8.34 Pounds
1 Short Ton Fresh Water -	239.808 Gallons
1 Foot -	0.304801 Meters
1 Meter -	3.28083 Feet

DEFINITIONS

The following definitions are used throughout the Terminal Tariff and are listed in the Bethel Municipal Code (BMC), Chapter 14.02, Section 14.02.020, for reference:

1. **City** - The City of Bethel.
2. **Beam** - The greatest overall width of a vessel.
3. **Boat Owner** - The actual, or registered, owner, charterer, master, agent, or person in the navigational control, or person responsible for the operation of the boat.
4. **Delinquent List** - The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges when due, or who have not furnished proper cargo statements to the Port Director.
5. **Derelict** - Any watercraft moored, or otherwise located, within the Port which is forsaken, abandoned, deserted, or whose owner fails to contact the Port Director within seven (7) days after written notice declaring the watercraft to be abandoned is attached to said watercraft.
6. **Dockage** - A charge made for vessels at wharves, or moored on, or to, City property.
7. **Floating Docks/Floats** - Docks/floats equipped with, or without, gangways that are secured to the seawall, or appurtenant to it, for the use of small vessels.
8. **Handling** - The service accorded to cargo movement to, or from, a vessel.
9. **Harbormaster** - The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director's designee.
10. **LOA** - The overall length of a watercraft measured from the most forward point at the stem (bow) to the after most part of the stern of the watercraft, to include the motor.
11. **Local Boats** - Watercraft operating out of the Port and whose owners, or operators, are residents of the City of Bethel.
12. **Mooring** - Any weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard a watercraft as part of it.
13. **Motor Vehicles** - A vehicle that is self-propelled except a vehicle moved by human, or animal power.
14. **Person** - An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
15. **Port Director** - The Director of the Port, or the Port Director's designee.
16. **Port Facilities** - All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the Port of Bethel.
17. **Port of Bethel, or Port** - All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership, or control, of the City located within the corporate limits of the municipality, including, but not limited to, the Petroleum Dock, the City Cargo Dock, the Small Boat Harbor, the City Seawalls, and any other similar facilities excepting those areas within the exclusive jurisdiction of the State, or Federal, government.

DEFINITIONS (Continued)

18. Small Vessels - Boats, or other crafts, less than thirty-two (32) feet length overall (LOA) including, but not limited to, motor boats, steam ships, float planes, canal boats, tugs, barges, sailing vessels, and every structure, or vehicle designed, or adapted, to be navigated either wholly, or partially, on water and used to transport people, or property.

19. Seawall-The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.

20. Transient Watercraft - A watercraft whose home port is other than Bethel, or any watercraft that is not registered by an exclusive, or term, moorage agreement with the Bethel Small Boat Harbor.

21. Vessel - Ships, or crafts, of all types in excess of thirty-two (32) feet length overall (LOA) including, but not limited to, motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motor boats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means.

22. Wharf - Includes every pier, bulkhead, dock, seawall, landing float, gridiron, and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.

23. Wharfage Demurrage - The charge made against any cargo and commodities left on City premises beyond the time specified in Item 202 of the Port of Bethel Terminal Tariff.

24. Terminal Charges - The charges included in the current Port of Bethel Terminal Tariff as filed with the Federal Maritime Commission. Terminal charges include only changes for facilities, goods, or services provided by the City of Bethel.

25. Watercraft or Boats - Any vessel, or small vessel, including, but not limited to houseboats, float planes, waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the Port, or moored at any place within the Port.

26. Small Boat Harbor, or Harbor-That area so designated as the Bethel Small Boat Harbor.

27. Loading Area -That area designated by the Port Director for the purpose of loading and unloading small items into a boat for non-commercial purposes and is not subject to wharfage charges.

28. Launching Area - That area designated by the Port Director for the purpose of launching and retrieving boats.

29. Parking Area - That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.

30. Tariff Charges - These charges include all dockage, wharfage demurrage, terminal charges, moorage fees, rentals, and any other charges, or fees, authorized by the Port Commission and approved by the City Council for use of the Port. Tariff charges shall also include any amounts a person owes the Port under the Bethel Municipal code (BMC), Sections 14.02.070 and 14.02.085, or 14.08.030(G). Bethel City Ordinances 01-18-2 and 209-05, 1992, are applicable.

SECTION 1

**GENERAL RULES AND REGULATIONS
APPLICATION OF TARIFF**

ITEM NO.

100

The rates, charges and tariffs set forth in this document are addressed in the Bethel Municipal Code, Chapter 14, Section 14.02.050.

(a) GENERAL APPLICATION OF TARIFF:

Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled, or other than self-propelled, when such vessels are provided with dockage services, or other vessel services named in this tariff. Rates, charges, rules and regulations provided herein apply to any and all merchandise received at, or shipped from, the facilities, or properties, operated under the jurisdiction and control of the Port of Bethel, and specifically to the City Dock, Petroleum Dock, Seawall, appurtenant structures thereto, and waterways under the management of the Port Director. Information and applications for services are maintained at the Port of Bethel office.

(b) SUBJECT TO CHANGE:

The rates named in this tariff, revisions, or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Bethel, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis prescribed in this Tariff.

(c) TARIFF EFFECTIVE:

The rates, changes rules and regulations named in this tariff, additions, revisions, or supplements thereto will apply on all freight and/or cargo received at facilities subject to this tariff on and after revisions, or supplements thereto. Unless otherwise specified, all transit freight/cargo received at and undelivered prior to effective dates of tariff, revisions, or supplements thereto, will be charged the rates in effect on the date such freight/cargo was received, until entire lot, or shipment, has been withdrawn.

(d) ACCEPTANCE OF TARIFF:

Use of Port of Bethel facilities will be deemed as an acceptance of this tariff, revisions, or supplements, and the terms and conditions named therein.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

APPLICATION OF TARIFF (Continued)

100

(e) RESERVATIONS OF AGREEMENT RIGHTS:

Right is reserved by the Port of Bethel to enter into agreement with carriers, shippers, consignees and/or their agents concerning rates and services, providing such agreements are consistent with existing local, state and national law governing the civil and business relations of all parties concerned.

THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN

101

(a) DEFINITION:

All labor must be contracted through shipping agents, stevedoring agencies, or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees. Third party access applies to stevedores, longshoremen, independent contractors, and other non-Port employees with business at the Port. Third party contractors performing stevedoring operations shall be permitted through the Port of Bethel. Refer to fees and charges listed elsewhere in this document.

(b) CARE IN THE PERFORMANCE OF OPERATIONS:

Third party employees shall exercise care in the performance of their operations in order to prevent injury to, or death of, any person and damage to, or destruction, or loss of property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of another party (Bethel Municipal Code, Sections 14.02.070 and 14.02.080).

When cargo/freight is in an elevated position, such as suspended from a crane hook, a safety line should be attached to the load and handled by a Safety Watch person to prevent spillage, or unplanned descent, that has the capability to produce injury, or death. In all cases, the Safety Watch should ensure that individuals are prevented from walking under a raised load and remain clear of cargo/freight operations.

Safety helmets (hard hats) and safety vests are required when working cargo and freight on, or at, Port of Bethel facilities. The use of steel-toed shoes/boots is strongly recommended.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

**THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN
(Continued)**

101

A person who is involved in an incident within the Port, or any Port facility which results in the injury, or death of a person, or any property damage, shall immediately notify the Port Director. If the office of the Port Director is closed, notification shall be given to the Bethel Police Department. The notification shall include the name and address of the person, the type and extent of the injury and the time when the injury occurred, and such other information as shall be requested in an accident form provided by the Port Director. (Bethel Municipal Code, Section 14.02.080; Ordinance 209.5, 1992)

(c) COMPLIANCE FIRE AND SAFETY PRECAUTIONS:

Any third party operating at the Port of Bethel shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures, and regulations. Any welding/open flame "hot work" must be approved by the Port Director, or Harbormaster, and the City of Bethel Fire Department. When "hot work" is being conducted, a Fire Watch will be assigned for the entire duration of the work being performed. The Fire Watch shall not be assigned other duties while performing this vital safety function and shall, at all times while "hot work" is ongoing, be not more than 20 feet from the work area.

All vehicles using Port of Bethel facilities must have an ABC Dry Chemical Fire Extinguisher in the vehicle, or the vehicle will be denied access (United States Coast Guard Safety Inspection Number 2960940 dated June 13, 2007).

(d) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS:

The term "Third Party Employers," refers to employers of stevedores, vessel employees, longshoremen, independent contractors, and all other non-City employees.

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

SECTION 1

**THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN
(Continued)**

101

(e) EFFICIENT AND EXPEDITIOUS VESSEL WORK:

In order to ensure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the Port of Bethel, third party employers will:

- (1) Make use of the appropriate facilities and equipment furnished by the Port of Bethel.
- (2) Have at least one (1) qualified supervisor present at the loading/unloading site at all times while cargo/freight operations are in progress.
- (3) Have at least one (1) responsible officer, or representative available for contact by the Port of Bethel at all times, with full power and authority to make all operational decisions, including granting permission to customers to claim and/or pick up cargo, freight, or equipment . At a minimum, the third party will keep the Port of Bethel fully informed at all times as to how and where such officer, or representative, can be contacted by the Port.
- (4) Cooperate fully with the Port of Bethel in all respects by advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded, or discharged, estimated time required to load, or discharge, and any special problems that may exist or arise; determining the equipment needed for the operation, and coordinating sequence and timing of operations for the convenience and efficiency of Port operations.
- (5) Promptly restore terminal and/or dock working areas to a clean, safe and orderly condition on completion of third party operations.

LIMITS OF LIABILITY

102

No provision contained in this tariff shall limit or relieve the City of Bethel and Port of Bethel from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the City of Bethel and Port of Bethel from liability for its own negligence.

SECTION 1

GENERAL RULES AND REGULATIONS ITEM NO.

APPLICATION OF RATES

103

(a) Unless otherwise provided, rates are given in dollars per short ton, lineal feet, cubic feet, square feet, or U.S. gallon, whichever creates the greater revenue.

(b) Users of Port facilities are required to furnish copies of invoices and a separate manifest for both inbound and outbound cargo and/or freight. Invoices and manifests shall be on company letterhead and will contain the name of the consignee, accurate weight, a personal contact, and a voyage number. Additional pages, if required, must clearly indicate company name and voyage number to avoid confusion.

(c) Specific commodity rates will take precedence over any general, or specified rates.

(d) All current rates and fees schedules will be available at the Port of Bethel office.

INSURANCE

104

Rates named in this tariff do not include insurance of any kind.

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT

105

(a) **RESPONSIBILITY FOR CHARGES:**

Vessels, their owners, agents, masters, and shippers, or consignees, of goods docking at, or using, the facilities covered by this tariff, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this tariff. Rates, rules and regulations of this tariff and liability for charges apply without regard to the provision of any bills of lading, charter party agreement, third party agreement, contract, or any other conflicting documents

(Bethel Municipal Code, Section 14.02.055).

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

**RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT
(continued)**

Any charges accruing to the use of Port of Bethel facilities and/or services that are not contested within twenty (20) calendar days from the date of the invoice will become fully due and payable. Any contested charges submitted after twenty (20) calendar days will be considered invalid and will not be considered.

(b) TERMS AND CONDITIONS OF PAYMENT:

Use of Port of Bethel facilities; or services, is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue, or upon completion of service, or use.

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

(1) By the vessel, its owners, or agents before vessel is assigned a berth and commences loading, or unloading, operations.

(2) By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port of Bethel.

(3) For all charges on perishable cargo, or cargo of doubtful value, and household goods.

(4) Payment terms are cash unless the Port of Bethel customer, prior to the use of Port facilities and/or services, has established credit worthiness, or has posted adequate security acceptable to the Port of Bethel and has thereby been relieved of cash payment requirements by the Port.

(c) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS:

Use of Port facilities and services shall comply with the conditions of the Terminal Tariff as published by the Port of Bethel (Refer to Page 38, Item 207)

**RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT
(continued)**

DELINQUENT ACCOUNTS

106

(a) TIME OF DELINQUENCY:

All invoices will be declared delinquent 31 days after the date of the invoice, and as such, will be charged a monthly finance charge of 3.00% (36% per annum), or portion thereof, for that the particular invoice. Any and all extra expense, including legal fees, litigation costs, or costs of agents employed to affect collection shall also be assessed to, and payable by such accounts (Bethel Municipal Code, Section 14.02.085).

(b) DELINQUENT LIST:

The Port of Bethel will maintain a current listing of all vessels, their owners and/or agents whose invoices are delinquent. Those individuals, or entities, on the delinquent list will not be allowed to use any Port of Bethel facilities, or services, until their past due account is settled in full.

LIABILITY FOR LOSS, DAMAGES, OR INJURY

107

(a) LIMITS OF RESPONSIBILITY:

No persons other than employees, or agents, of the holder of an authorized Stevedoring Permit shall be permitted to perform any services on any premises, or at any facilities, of the Port of Bethel, except upon written authorization of the Port Director, or the Harbormaster.

The Port of Bethel will not be responsible for any loss, damage, injury, or death, including, but not limited to, loss, damage, injury, or death, caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage, or decay, animals, *rats, mice, or other rodents, moths, weevils, or other insects, leakage, or discharge from sprinkler fire systems, collapse of building, or equipment, or by floats, logs, or pilings required in breasting vessels away from the Dock, or seawall, nor will it be liable for any loss, damage, injury, or death, or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots, or strikes of any person in its employ, or in service of others, or from any consequences arising here from, except, the Port of Bethel shall not be relieved from liability for its own negligence. (Bethel Municipal Code, Section 14.02.090).

SECTION 1

GENERAL RULES AND REGULATIONS ITEM NO.

LIABILITY FOR LOSS, DAMAGES, OR INJURY (Continued)

107

(b) CONTROL PROCEDURES:

*The Alaska Board of Game has issued stricter rat and rodent control procedures in 2007, making it a misdemeanor for vessels with rats and rodents on board to enter into, or use, Alaskan waters. These more stringent steps were initiated due to an increase in rodent populations in various Alaskan ports, and the ability of rats and rodents to survive as far north as Nome (Alaska Administrative Code, Chapter 5, Section 5AAC92.141)

(c) SERVICES ON PORT OF BETHEL PREMISES:

Except for the portion resulting from the negligence of the Port of Bethel, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the City of Bethel, Port of Bethel, harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred, or rise from, or grow out of, use of Port of Bethel facilities.

(d) PROVISIONS:

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon, or use, the terminal facilities, except to agents, or employees of the Port. All such persons, corporations, associations and the like shall be strictly liable and responsible for damage to property, or for damage or injury to, or for death of, any person, or persons, which may be occasioned by any acts, or omission of such persons, or the acts, or omissions of their agents, or employees. All such persons who come upon, or use, the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Bethel for any such loss, or damage to persons, or all such liability, together with all costs and expenses incurred by the Port in investigating, or defending, claims therefore, including, but not limited to, court costs, expert's fees and attorney fees.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM No.

RIGHTS OF THE PORT

108

(a) RIGHTS RESERVED:

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

(b) RIGHT TO APPROVE:

The Port of Bethel reserves the right to approve, if it so deems necessary, the vessel agent's, or owner/operators, use of their own equipment, supplies and materials and performing all services in connection with the operation of the loading and unloading of cargo and gear. When, during the course of cargo/freight/logging operations, and in the opinion of the Port Director and/or Harbormaster, a condition, or issue, concerning safety, or damage to any Port of Bethel facility, manifests itself, the operation in question shall be halted until the situation is corrected.

(c) RIGHT TO REFUSE FREIGHT

The Port of Bethel reserves the right, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload, or to permit vessels to discharge freight:

- (1) For which previous arrangements for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier.
- (2) Deemed extra offensive, perishable, or hazardous.
- (3) The value of which may be determined as less than the probable Port charges.
- (4) Not packed in packages, or containers, suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked, or reconditioned, at the discretion of the Port of Bethel, and all expense, loss, or damage incident thereto, will be the responsibility of the shipper, consignee, owner, or carrier.
- (5) Applicable portions from the Code of Federal Regulations (CFR) 49, Parts 100-185 pertain.

(d) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT:

Hazardous, or offensive, freight, or freight which, by its nature, is liable to damage other freight, is subject to immediate removal, either from Port of Bethel facilities, or to other locations within said premises, with all expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, or consignee.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

RIGHTS OF THE PORT (Continued)

108

Freight remaining at Port of Bethel facilities after expiration of free time (15 calendar days are allowed for local cargo/freight, and 30 calendar days are allowed for through-rated cargo/freight), and freight remaining after the clearance of a vessel, may be piled, or re-piled, to make space, transferred to other locations, or receptacles, on/at Port of Bethel premises, or removed to public, or private warehouses, with all expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, consignee, or carrier.

(e) EXPLOSIVES:

The acceptance, handling, or storage of explosives, or excessively flammable material will be subject to special arrangements with the Port of Bethel and governed by rules and regulations of federal, state and local authorities. A separate hazardous material (HAZMAT) manifest must be provided in writing to the Port of Bethel before any operations involving these types of materials commence (CFR-49, Parts 100-185, apply). Special arrangements with the Port of Bethel may include handling fees.

(f) OWNER'S RISK

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing. Freight on open ground, or on open wharf, is at owner's risk for loss, or damage.

Owners and operators of any waterborne craft, and any equipment on the aforementioned craft, or on Port of Bethel land areas, will be held liable for any damage to Port of Bethel facilities caused by their alongside vessels and/or equipment, and will have thirty (30) calendar days in which to restore, repair, or pay for said damages.

SHIPPER REQUESTS AND COMPLAINTS

109

Shipper requests and complaints may be made by any shipper by filing a written statement with the Port Director, City of Bethel, Post Office Box 1388, Bethel, Alaska 99559.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

DEMURRAGE OR DELAYS

110

In furnishing services related to loading and unloading vessels, no responsibility for any demurrage whatsoever will be assumed by the Port.

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

The Port of Bethel does not accept liability for losses to vessel owners/operators, third party contractors, and others that are caused by adverse weather.

MANIFEST S REQUIRED OF VESSELS

111

Masters, owners, agents, or operators, of vessels are required to furnish the Port of Bethel with complete copies of vessel manifests showing the port of discharge and the weights and measurements of all freight loaded, or discharged at the facilities of the Port of Bethel. Manifests shall, at a minimum, include Equipment Number, Consignee, Shipper, Quantity, Weight of Commodity, and Remarks. Manifests must be submitted to the Port of Bethel 24 hours in advance, at a minimum, for arrivals and departures.

SECTION 2

DESCRIPTIONS, AND SCHEDULE OF CHARGES

ITEM NO.

GENERAL DESCRIPTIONS

200

(a) BERTHING:

The Port of Bethel must be notified 24-hours in advance of any intent to dock/undock vessels at any of its facilities. Vessels intending to berth/moor, or depart, Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/ barge in a safe manner. Safe working speed will be maintained given prevalent conditions. Line Handlers shall be used. In all cases, prudent seamanship and current Rules of the Road apply.

(b) FREE TIME FOR CARGO AND MOORAGE:

(1) Cargo - The initial period during which cargo may occupy space assigned to it on Port of Bethel 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, the vessel.

Cargo/freight, or equipment, in working areas, or that otherwise interferes with activities at the Port of Bethel, may be moved by Port personnel. In such cases, labor and equipment charges may be assessed.

Free time of fifteen (15) days is allowed for local cargo and thirty (30) days is allowed for through-rated cargo.

(2) Moorage Free Time - Durations of one (1) hour, or less, during which a vessel may occupy space assigned to it at a Port of Bethel facility free of moorage charges. Example of moorage free time would be a short stop for a medical emergency, or to pick up/drop off personnel.

(c) LOAD LIMITS:

Cargo shall be stacked, or piled on, or at, Bethel Port facilities so as to produce a uniform loading for the areas covered. Containers shall not be stacked higher than four (4) high, and flats shall not be stacked higher than ten (10) high. No containers, or flats, shall be closer than six (6) feet to the perimeter of the City Dock.

(d) NORMAL WORKING HOURS:

Normal working hours for Bethel Port personnel are generally 0700 to 1900 (7:00 a.m. To 7:00 p.m.) hours, seven (7) days per week from May 1 through October 31 (summer season), and 0800 to 1700 (8:00a.m. to 5:00p.m.), five (5) days per week from November 1- through April 30 (winter season). Holidays are routinely worked, as necessary, or required, throughout the summer season to facilitate terminal operations, During the winter season the following holidays are observed by Bethel Port Personnel: Veteran's Day, Thanksgiving Day, day after Thanksgiving, Chief Eddie Hoffman Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, and every day designated by public proclamation by the President of the United States, or the

SECTION 2

DESCRIPTIONS, AND SCHEDULE OF CHARGES

ITEM NO.

GENERAL DESCRIPTIONS (Continued)

200

Governor of the State of Alaska, as a legal holiday. Hours will be posted at the Port Office.

(e) CALL OUTS:

Call outs of Bethel Port personnel per person, before, or after, established working hours, shall be \$200.00 per hour with a minimum two (2) hour charge. Taxes are in addition to the callout cost. Pre-arranged after hours access will be \$100.00 per person per hour with a minimum two (2) hour charge.

(f) RESERVATIONS:

Reservations shall be made by facsimile, telephone, email, HF 4125, the Automated Information System (AIS) when available, or marine VHF, channels 10, or 16. Mainline carriers need to provide at least 24 hours advance notice. Local carriers need to provide a minimum of eight (8) hours advance notice. Cancellation of a confirmed schedule, or reservation, less than 24 hours in advance may result in a charge of \$250.00. Taxes will be assessed over and above this cancellation charge.

(g) RESPONSIBILITY FOR HOUSEKEEPING:

Users of Port of Bethel facilities/property will be required to maintain it in an orderly manner as prescribed by the Port Director, or Harbormaster. If a user does not properly clean up the space(s) used, the Port Director, or Harbormaster, shall order the work performed and the user will be billed at cost plus a thirty (30%) percent overhead charge.

Housekeeping of flammable cargo requires special provisions. Users, shippers, consignee, and persons in charge of ships will be held responsible for the following:

- (1) Providing steam, or other heating means, to assure proper flow of petroleum products requiring such heat.
- (2) Removal of temporary lines upon completion of receipt, or discharge of flammable liquids.
- (3) Preventing, or containing, any and all spillage, or leakage, associated with the receipt, or discharge, of their cargo(s). Spillage and/or leakage of petroleum products, or flammables must be cleaned up immediately.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

GENERAL DESCRIPTIONS (Continued)

200

(4) Cleaning all petroleum products from lines located on, or adjacent to, the Terminal after vessel completes loading, or discharge.

(h) POINT OF REST:

Point of Rest is defined as that area on, or at, a Port of Bethel facility that is assigned for the receipt of inbound cargo from a 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.

DOCKAGE - GENERAL INFORMATION

201

(a) DEFINITION:

Dockage is the charge assessed against a vessel for berthing at a wharf, piling structure, pier, bulkhead structure, or bank of land, or for mooring a vessel so berthed.

(b) CALCULATION:

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within, or moors within, a slip, and shall continue until such vessel is completely free from and has vacated such berth, or slip. In calculating dockage, billing rates are expressed in 24-hour periods, with a minimum of 12-hour per charged footage. For billing purposes, partial periods will be rounded up to the next half period.

(c) VESSELS REQUIRED TO VACATE BERTH:

The Port of Bethel reserves the right to order a vessel to shift its position at a wharf, to change berths, or to vacate a berth, when not actually engaged in loading, or discharging, freight/cargo, or when occupying a berth beyond the time scheduled by the Port Director, or Harbormaster. Any vessel upon notice to move which refuses, or fails, to move, may be shifted, or moved by tug, or otherwise, and any expenses, damage to vessels, or berth during such removal will be charged to the vessel so moved.

(d) CHARGES ON VESSEL SHIFTING:

When a vessel is shifted directly from one berth to another berth operated by the Port of Bethel, the total time at such berths will be considered together in computing the dockage charge.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE - GENERAL INFORMATION(continued)

201

(e) DOCK ASSIGNMENTS:

The Port Director, or Harbormaster, have sole authority to determine how a vessel must use the Port of Bethel (e.g. the exact location for berthing), to reserve the vessel's arrival and departure time, and to maintain a written schedule of such reservations prepared from the Vessel Docking Request forms.

(f) RESOURCE ALLOCATION RULES:

Vessels berthed, but not taking on, or discharging, freight/cargo, may be required to shift berths, or more elsewhere, so the Port of Bethel can accommodate vessels with freight/cargo to load, or discharge. In any event, the Bethel Port Director and/or Bethel Harbormaster have full authority to reset berthing and Port of Bethel use priorities.

(g) GOVERNMENT VESSELS:

Government vessels may use the Port of Bethel. Only vessels belonging to Alaska Marine Highway System are exempt from all charges at Port of Bethel facilities. Government vessels such as those registered with the U.S. Navy, National Oceanic and Atmospheric Administration, U.S. Fish and Wildlife Service, and Alaska Department of Game, may use Port of Bethel Facilities on a space available basis if they call infrequently (no more than twice in any one calendar year) and for short periods of time (24 hours, or less). In such instances they are exempt from dockage charges only, but must pay for all other services when rendered. All government ships must vacate facilities belonging to the Port of Bethel when requested to do so. Government agencies that have User Agreements on file with the City and Port of Bethel will pay for dockage and other services as outlined in individual agreements, for the duration of those agreements.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES ITEM NO.

DOCKAGE - FEES AND CHARGES

201

DOCKAGE RATES/CARGO TRANSFER:

Dockage rates/cargo transfers, expressed in \$ (U.S.D.) per 24-hour period, with a minimum 12- hour per charged footage, will be assessed as follows (except as otherwise provided):

Overall Length of Vessel (Ft.)		Charge Per 24-Hour Day		
<i>Over</i>	<i>But Not Over</i>	<i>2008</i>	<i>2009</i>	<i>2010</i>
0	100	112.50	123.00	133.00
101	125	141.00	151.00	161.00
126	150	168.75	179.00	189.00
151	175	223.50	234.00	244.00
176	200	255.00	265.00	275.00
201	225	287.25	298.00	308.00
226	250	318.75	329.00	339.00
251	275	351.00	361.00	371.00
276	300	382.50	393.00	403.00
301	325	414.75	425.00	435.00
326	350	450.00	460.00	470.00
351	375	534.75	545.00	555.00
376	400	570.00	589.00	590.00
401	425	606.00	616.00	626.00
426	450	641.25	652.00	662.00
451	475	675.00	685.00	695.00
476	500	712.50	723.00	733.00
501	525	750.00	760.00	770.00
526	550	787.50	798.00	808.00
551	575	825.00	835.00	845.00
576	600	862.50	873.00	883.00
601	625	937.50	948.00	958.00
626	650	1,125.00	1,135.00	1,145.00
651	675	1,312.50	1,323.00	1,333.00
676	700	1,500.00	1,510.00	1,520.00
701	725	1,687.50	1,698.00	1,708.00
726	750	1,875.00	1,885.00	1,805.00
751	775	2,062.50	2,073.00	2,083.00
776	800	2,250.00	2,260.00	2,270.00
801	Up	\$2,300.00 plus \$5.00 for each foot LOA in excess of 800 feet		

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE - FEES AND CHARGES (Continued)

201

(i) LAY-UPS:

Lay-up fees for other vessels using the City Dock during the winter season will be charged at the Seawall Moorage rate. All vessels in lay-up on the City Dock, or on Beach #1, for overhaul and maintenance during the winter season must be launched no later than June 10 each year.

(j) SEAWALL MOORING:

Seawall mooring rates for the summer season (June 1 through October 31) will be assessed as follows: Vessels moored alongside the Seawall, or the east side of the City Dock within Brown's Slough, will be charged \$26.00 per lineal foot of wall space designated. Vessels moored outboard of vessels alongside the Seawall will be charged \$12.00 per lineal foot. Moored vessels will not extend out from the Seawall more than 100 feet maximum. Outboard vessels shall not be longer than the inboard vessel to which they are moored. No more than two (2) vessels wide is allowed. Vessels will not be allowed to moor outboard of each other in Brown's Slough. Rates listed above in the LOA Table do not include taxes.

STORAGE - GENERAL INFORMATION

202

(a) DEFINITION:

Terminal Storage is the service of providing warehousing, or other terminal facilities, for the storing of inbound, or outbound, freight/cargo, or gear/equipment, after the expiration of free time. This includes closed or covered storage, open or ground storage, bonded storage when available, and refrigerated storage when available after storage arrangements have been made.

(b) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE:

When space is available and arrangements are entered into prior to arrival of freight/cargo at the Terminal, monthly storage may be permitted on in-transit freight/cargo interchanged with, or between, cargo carriers at rates set forth herein.

(c) CALCULATIONS:

Freight/cargo received for storage will be billed on a semi-monthly (twice per month) rate during the summer season (June 1 through October 31), and on a monthly (once monthly) rate during the winter season (November 1 through May 31).

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE - GENERAL INFORMATION (Continued)

202

(d) **CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR DAILY STORAGE:**
When space is available and arrangements are entered into prior to arrival of freight/cargo at the Terminal, storage may be permitted on in-transit freight/cargo interchanged with, or between, cargo carriers at rates listed below.

STORAGE - FEES AND CHARGES

202

(e) **MINIMUM CHARGES:**

(1) Minimum charges for storage, open areas: \$0.30 per square foot, monthly, or semimonthly, depending on the season.

(2) Minimum charges for storage, closed areas: \$0.30 per square foot, monthly, or semi-monthly, depending on the season.

(3) Minimum charges for hazardous materials (HAZMAT): \$0.50 per square foot, monthly, or semi-monthly, depending on the season.

(4) All charges listed in 1-3 above are "before taxes."

(f) **STORAGE RATES - OPEN AREAS:**

Commodity	Monthly Charge (Nov 1-May 31)	Semi-Monthly Charge (Jun 1-Oct 31)
*Equipment	\$0.30 per sq. ft.	\$0.30 per sq. ft.
All Other Freight/Cargo	\$0.30 per sq. ft.	\$0.30 per sq. ft.
Gravel, sand, Rock (All Types and Sizes - No free Time for Gravel, Sand, and Rock)	\$0.30 per sq. ft.	\$0.30 per sq. ft.
**Hazardous Materials	\$0.50 per sq. ft.	\$0.50 per sq. ft.

SECTION 2

DESCRIPTION S AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE - FEES AND CHARGES (Continued)

202

*Equipment includes all types of rolling stock, flats with and without freight/cargo, chassis', empty and loaded containers, boats including tugs, small craft with or without trailers, private/personal-owned vehicles awaiting pickup or outbound transit, barges, and cranes.

(g) STORAGE RATES - HAZARDOUS MATERIALS (HAZMAT)

** The maximum storage period for hazardous materials (HAZMAT) on the City Dock and/or Beach #1 (short-term storage area) is ten (10) calendar days. Failure to remove HAZMAT off the City Dock and/or Beach #1 within this established time period will result in a doubling of storage rates. Long-term storage areas are defined as the City Dock East Addition and the Port's Storage Yard located adjacent to the Petroleum Dock.

WHARFAGE - GENERAL INFORMATION

203

(a) DEFINITION:

Wharfage is a charge assessed for cargo passing, or conveyed over, onto, or under, wharves, or between vessels, when berthed at a wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

(b) TAXES:

No taxes are assessed on wharfage.

(c) APPLICATION:

Wharfage rates listed in this tariff will be charged for all freight/cargo, including Ship's gear, received onto, or over, all property belonging to the Port and/or City of Bethel.

(d) OVERSIDE:

All freight, cargo, or petroleum products, loaded, or discharged, over the side of a vessel directly to, or from, another vessel, barge, lighter, draft, or to, or from, the water while the vessel is berthed, or moored, will be assessed half the regular wharfage rate.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****WHARFAGE - FEES AND CHARGES****203****(e) SCHEDULE OF CHARGES:**

Charges are in U.S. Dollars.

Commodity	Charge
Freight, or Cargo (Includes all goods, equipment, or merchandise conveyed in a vessel, barge, or marine vehicle)	\$8.20 per short ton
*Through-Rated Freight, or Cargo	\$10.25 per short ton
Hazardous Material	\$8.20 per short ton plus \$25.00 for each container. Non- containerized rolling stock will be exempt from the \$25.00 fee. The manifest for this type of cargo must indicate each consignee
Through-Rated Hazardous Material	\$10.25 per short ton plus \$50.00 per container.
Seafood	\$8.20 per short ton
Inbound Petroleum Products, or overside	\$0.04 per U.S. gallon
All Types of Sand and Gravel	\$1.25 per short ton
All Types and Sizes of Rock	\$8.20 per short ton
All Types and Sizes of Logs (Logs may not be stacked more than 8 foot high)	\$0.30 per square foot

*Freight and/or cargo will not be considered Through-Rated unless a manifest is received 24-hours in advance with verifiable routing and clearly identifying where the freight and/or cargo's final destination is. If the freight and/or cargo is not shipped out within fourteen (14) calendar days, the Through-Rated designation will be voided and regular charges will be applied.

SECTION 2

DESCRIPTION S AND SCHEDULE OF CHARGES ITEM NO.

WHARF DEMURRAGE

203

(a) DEFINITION:

Wharf demurrage is a charge assessed against freight/cargo/equipment remaining in, or on, Terminal facilities after the expiration of free time unless arrangements have been made for storage. After free time expires, storage charges will be assessed.

(b) MINIMUM CHARGES:

Minimum charges are set forth on page 32 of this Tariff.

HANDLING - GENERAL INFORMATION

203

(a) DEFINITION:

Handling is the service of moving freight/cargo and/or equipment from a vessel moored alongside a dock, wharf, or seawall, from a dock, wharf, or seawall to a moored vessel. Charges for handling are assessed against vessels, their owners, operators, or the party ordering the handling service.

(b) SPILLAGE:

All spillage and/or leakage of petroleum products, or flammables, shall be reported to the Port Director, Harbormaster, U.S. Coast Guard and Alaska Department of Environmental Conservation (ADEC) without delay. Clean up will commence immediately - no exceptions!

(c) LINE HANDLING:

All labor must be contracted through shipping agents, stevedoring agencies, or vessel agents, owners, or operators.

(d) EXCEPTION - APPLICATION OF MAN-HOUR RATES ON HANDLING:

When the services of handling of freight and/or cargo are required, the Port of Bethel reserves the right to apply applicable man-hour rates (\$105.00 per person per hour).

HANDLING - FEES AND CHARGES

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(e) STEVEDORING PERMITS - THIRD PARTY CONTRACTORS:

(1) Full Service Permit: This permit enables the holder to unload and/or load common carriers, or contract vessels, and allows local carriers to deliver, or remove, freight/ cargo from designated areas. RATE: \$600.00.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

HANDLING - FEES AND CHARGES (Continued)

(2) Specialty Permit: This permit allows the holder to engage in loading and unloading of ships, or barges. It also allows the holder to provide a specialty service. Holders of this permit will be subject to depart the City Dock during the period that mainline common carrier vessels have Berthing reservations. RATE: \$450.00.

(3) Independent Permit: An Independent Permit allows only the loading and unloading of fishery products to vessels no less than 150 feet in length overall (LOA). RATE: \$300.00.

(4) Decals: Windshield decals will be issued by the Port of Bethel to permit holders without cost so that vehicles entering and leaving Port facilities are readily identifiable as belonging to valid permit holders. Decals will be displayed on the lower right hand side (passenger side of vehicle) of the windshield. Decals for 1-3 vehicles are free; 4-10 vehicles \$35.00 each vehicle; 10-20 vehicles \$45.00 for each vehicle.

(5) Prospective Permit Holders: Prospective permit holders will be required to provide a listing of vehicles and equipment to be used under the auspices of the issued permit at the time of application. A new vehicle and equipment listing will be required each year during the application process.

LABOR

205

(a) LABOR RATES:

Labor as described in this section of the Tariff refers to Port employees hired for specific tasks. It does not refer to third party employees.

(b) SPECIFIC LABOR COST SERVICES:

Unless otherwise provided for individual items, man-hour rates will be charged on services not arranged through a third party, including, but not limited to, the following:

(1) Services of loading, unloading, handling, or transferring commodities not provided for by third party employers.

(2) Services of extra sorting, inspection, cleaning, etc.

(3) Materials and supplies furnished by the Port of Bethel in connection with services shall be billed at actual cost plus 18% for administrative costs.

SECTION 2

DESCRIPTION S AND SCHEDULE OF CHARGES

ITEM NO.

(a) When equipment is used in performance of services, the charge will not be less than the Tariff rate.

(c) SCHEDULE OF MAN-HOUR RATES:

Unless otherwise stated herein, the basic rate for Port labor is \$105.00 per man- hour.

(d) ELECTRIC SERVICES FOR VESSELS:

Electric Services may be available through the Bethel Utilities Corporation (BUC) at vessel owner/operators expense. All installations must meet Underwriter's Laboratory (UL) standards.

(e) FRESH WATER FOR VESSELS

Water deliveries shall be arranged through the Port Office. Fresh water will be furnished to vessels as follows:

Volume	Rate
Hook-up Fee	\$130.00
Rate per Gallon	\$0.17

NOTE: Rates are subject to change without notice!

(f) GRAY WATER SERVICES FOR VESSELS:

Arrangement for gray water services for vessels will be made through the Port Office. Gray water will be removed from vessels as follows:

Volume	Rate
Hook-up Fee	\$155.00
Rate per Gallon	\$0.18

NOTE: Rates are subject to change without notice!

(g) REFUSE REMOVAL AND DISPOSAL CHARGES:

The following charges will be made when a ship places refuse in a Port-supplied box, or dumpster:

- (1) 4-Yard Dumpster: \$125.00
- (2) 8-Yard Dumpster: \$225.00

SECTION 2

DESCRIPTION S AND SCHEDULE OF CHARGES ITEM NO.

LABOR (Continued)

205

NOTE: No wood, pallets, metal, heavy plastics such as crab line, or poly totes, fish waste, chemicals, or food additives, or hazardous materials are allowed in dumpsters. If vessels require any of these prohibitive materials to be hauled to the Landfill by the Port of Bethel, the following charges shall apply:

- (1) Pallets, or wood, per dump truck load: \$625.00
- (2) Other waste, or scrap, per dump truck load: Landfill charges plus \$250.00 plus 18% Administrative Fee.

NOTE: placing prohibited material in a dumpster and/or failure to sort refuse required by Landfill will result in a penalty equal to any fees incurred by the Port plus a 30% Administrative charge, or equal to any time and material plus a 30% Administrative Charge, whichever is greater.

(h) USED OIL DISPOSAL:

The Port of Bethel and its facilities may accept used oil. Used oil is defined as engine oil that is unmixed with any other product, When prior arrangements are made with the Port Director, or the Harbormaster, the Port of Bethel can provide drums and hauling services at a cost of \$8.00 per gallon plus the cost of the containers, or any other expenses that may arise in disposing of used oil. Payment for this service will be made directly to the Port of Bethel.

(i) SOLID AND LIQUID WASTE MATERIALS:

No solid or liquid waste products shall be disposed of on, or at, Port of Bethel facilities without prior authorization of the Port Director, or Harbormaster. Solid and liquid waste will only be accepted if placed in non-flammable and leak-proof containers. The fee for providing these services shall be the basic rate for Port of Bethel labor of \$105.00 per man-hour per person plus any additional costs that may be incurred with this operation. Only nonhazardous material will be accepted.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

VESSEL OVERHAUL

206

(a) REPAIRS AND MAINTENANCE:

When work is performed on tugboats, barges, or other types of maritime craft while they are in temporary storage on the City Dock, or on Beach #1, the area where the work is being performed must be cleaned up at the end of each working day. Failure to clean up after the work is performed could result in the owner/operator being assessed a clean-up fee plus being denied future temporary storage privileges. Tarpaulins, or some form of heavy duty material must be placed under the section of the hull being scraped, or worked on, so as to preclude all of the residue being left on the land where the craft is located. Owner/operators shall be responsible for disposal of any debris, or residue, and for restoring the ground base to original condition when work is completed.