

Port of Bristol Bay

Owned and Operated by the
Bristol Bay Borough

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VHF-12

Port TARIFF

Borough Ordinance #- 1983-02 & 2013-01

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TABLE OF CONTENTS

ABBREVIATIONS	pg. 5
RULES AND REGULATIONS	pg. 6
010 ACCEPTANCE OF TARIFF	pg. 6
020 APPLICATION OF RATES- GENERAL	pg. 6
030 BERTH PRIORITIES- CARGO DOCK	pg. 6
040 BERTHING RULES- GENERAL- <i>Cargo & Fisherman's Dock</i>	pg. 6
040 BERTHING RULES-CARGO DOCK	pg. 7
040 BERTHING RULES- FISHERMAN'S DOCK	pg. 8
050 DEFINITIONS	pg. 9
060 DELAYS	pg. 16
070 DOCKAGE- Fee for and rules- <i>Naknek, South Naknek, and King Salmon</i>	pg. 15
COMMON CARRIERS	pg. 16
ALL OTHER VESSEL	pg. 16
TUG BOATS	pg. 16
080 EFFECTIVE DATE OF TARIFF AND CHARGES	pg. 17
090 EQUIPMENT RENTAL	pg. 17
NAKNEK FACILITIES	pg. 18
SOUTH NAKNEK FACILITIES	pg. 18
OFF-SITE EQUIPMENT RENTALS	pg. 18
100 INSURANCE	pg. 19
PROOF OF LIABILITY INSURANCE	pg. 19
110 LABOR- CHARGES	pg. 19
120 LIABILITY- LIMITATION OF	pg. 19
130 MANIFESTS	pg. 20
MANIFESTS DUE PRIOR TO ARRIVAL/DEPARTURE	pg. 20
MANIFEST SPECIFICATIONS	pg. 20
REVISED MANIFEST	pg. 20
150 PAYMENT	pg. 20

150 RESPONSIBILITY FOR PAYMENT, COLLECTION & GUARANTEE OF CHARGE	pg. 21
A) RESPONSIBILITY OF CHARGES, REPAYMENT	pg. 21
B) TIME OF REPAYMENT REQUIREMENT	pg. 21
C) WAIVER OF REPAYMENT REQUIREMENT	pg. 21
D) COMPLIANCE WITH CONDITION OF BERTH RESERVATION	pg. 21
E) DELINQUENT ACTS, PENALTIES, DAMAGE, & MISC. CHARGES	pg. 22
160 CLAIMS- DAMAGES and SHORTAGES	pg. 22
170 RIGHTS RESERVED BY THE PORT OF BRISTOL BAY	pg. 22
A) RIGHT TO PROVIDE SERVICES	pg. 22
B) RIGHTER TO ENTER INTO AGREEMENTS CONCERNING RATES AND SERVICES	pg. 22
180 RIGHT TO REFUSE, REMOVE, TRANSFER, STORE, WAREHOUSE, WITHHOLD and SELL CARGO	pg. 22
A) RIGHT TO REFUSE CARGO	pg. 23
B) RIGHT RESERVED TO REMOVE, TRANSFER, STORE OR WAREHOUSE CARGO	pg. 23
C) RIGHT TO WITHHOLD DELIVERY OF CARGO	pg. 23
D) RIGHT TO SELL FOR UNPAID CHARGES	pg. 24
E) EXPLOSIVES	pg. 24
F) COLLECT CARGO CHARGES, C.O.D. AND SIGHT DRAFTS	pg. 24
190 SHIPPING SCHEDULES	pg. 24
200 SAFETY-GENERAL	pg. 24
ALCOHOL	pg. 24
FIREARMS	pg. 24
FIREWORKS	pg. 25
OPEN FLAME PROHIBITED	pg. 24
FIRE EXTINGUISHERS	pg. 24
PERSONS, VEHICLES, TRAFFIC, DRIVING ON DOCK	pg. 25
SPILLS OR LEAKS	pg. 25
SMOKING PROHIBITED	pg. 25
FUELING VESSELS, TANKS & EQUIPMENT	pg. 25
VESSEL & CREW INFORMATION	pg. 26
VESSEL REPAIRS	pg. 26
210 SAFETY- CARGO	pg. 26
220 STANDBY TIME	pg. 27
230 TERMINAL STORAGE	pg. 27
FREE TIME, EXPIRATION OF (PER ITEM 050)	pg. 27

TERMINAL STORAGE CHARGES	pg. 28
VESSEL STORAGE	pg. 28
240 USERS OF DOCK- RESPONSIBILITY OF	pg. 28
250 VESSEL LIFTING AND LAUNCHING RATES and RULES	pg. 28
INBOUND BOAT CRADLES	pg. 29
OUTBOUND BOAT CRADLES	pg. 29
CARDLE FAILURE	pg. 29
260 WHARF DEMURAGE CHARGES	pg. 29
270 WHARFAGE CHARGES- APPLICATION OF	pg. 29
280 COMMODITY DESCRIPTIONS	pg. 30
290 WHARFAGE and HANDLING RATES	pg. 30
LCL, Loose Stow, Break-Bulk cargo, except as otherwise noted	
300 CONTAINERIZED CARGO RATES & RULES	pg. 31
FULL CONTAINERS- INCOMING AND/OR OUTBOUND FROM NAKNEK	pg. 31
FULL CONTAINERS-OVERSTOW CHARGED PER COMBINED OFFLOAD & ONLOAD	pg. 31
MISCELANEOUS RATES	pg. 31
HANDLING METHODS	pg. 32
MIXED PORT CONTAINERS	pg. 32
PAPERWORK	pg. 32
MISCELANEOUS	pg. 32
310 WATER CHARGES	pg. 32
320 ICE CHARGES	pg. 32
330 FUEL TRANSFER CHARGES/RULES	pg. 33
340 PASSENGER & LUGGAGE RATES	pg. 34
350 SPECIAL CHARGES	pg. 34
360 FISH GRINDER	pg. 34
370 BOAT RAMP	pg. 34
380 PARKING	pg. 34
UPPER LOT	pg. 34
SHORT TERM PARKING	pg. 35
COMMERICAL VEHICLES	pg. 35
390 TRUCK LOADING & UNLOADING INFORMATION	pg. 35
400 TERMINAL SECURITY	pg. 35

EXPLANATION OF ABBREVIATIONS:

ANC	Anchorage		F/V	Fishing Vessel
AK	Alaska		GAL	Gallons
BBB	Bristol Bay Borough		HDLG	Handling
BBBD	Bristol Bay Borough Dock		IN/'	Inches
BBL	Barrel		KS	King Salmon
BDL	Bundle		LBS	Pounds
BL/BOL	Bill of Lading		LDG	Loading
BTB/B2B	Barge to Barge		LGTH	Length
CDC	Certain Dangerous Cargo		LCL	Less than Container Load
CH/CS	Container High/ Container Standard		LOA	Length Overall
CO	Company		M	1000
COD	Collect on Delivery		MSO	Marine Safety Officer
CONT'D	Continued		MT	Empty
COTP	USCG Captain of the Port		MTSA	Marine Transportation Security Act.
CS	Case		M/V	Marine Vessel
CTN	Carton		MAX	Maximum
CU	Cubic		MIN	Minimum
CWT	Hundred Weight		MISC	Miscellaneous
DR	Delivery Receipt		NNK/NAK	Naknek
D'HAM	Dillingham		NO	Number
DKG	Dockage		NOS	Not Otherwise specified
DIA	Diameter		OS	Overstow
DoS	Declaration of Security		TEU	Twenty Foot Equiv.
Ea	Each		TERM	Terminal
ENTP	Enterprises		UNLDG	Unloading
ETA	Estimated Time of Arrival		US/U.S.	United States
ETD	Estimated Time of Departure		WT	Weight
ETC	And so forth		WA/W.A.	Washington
FEU	Forty Foot Equiv Unit		W/S	Working Stow
FMC	Federal Maritime Commission		YD	Yard
FSO	Facility Security Officer		WFHG	Wharfage
Ft/'	Foot		Viz	Namely
PKG	Package			
SNNK	South Naknek			
SQ	Square			
SU/S.U.	Set-Up			

010 ACCEPTANCE OF TARIFF

- Use of wharves and facilities of the Port of Bristol Bay shall be deemed an acceptance of this tariff and the terms and conditions named therein.

020 APPLICATION OF RATES: GENERAL

- Rates, charges, rules and regulations provided in this tariff will apply only to cargo received at or shipped from the facilities or properties operated under the jurisdiction and control of the Bristol Bay Borough and specifically to the Port of Bristol Bay and appurtenant structures thereto.
- 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. Such charges shall be due and payable in accordance with subsequent rules.

030 BERTH PRIORITIES: CARGO DOCK

All vessels desiring to berth at the Port of Bristol Bay shall be afforded space in the following order of priority: **(also see Berthing Rules, Item 040)**

- 1st** priority: Common Carriers
- 2nd** priority: Seafood Shipment and Delivery
- 3rd** priority: Other Carriers & Vessels

When the situation arises where more than one carrier or vessel desires to dock for scheduled work, priority will be based on the amount of work, and/or urgency of the work to be completed.

ALL BERTHING, BERTH PRIORITY, OR ORDER OF PRIORITY SHALL BE SOLELY AT THE DISCRETION OF THE HARBORMASTER OR DESIGNEE.

040 BERTHING RULES: GENERAL: *Cargo & Fisherman's Dock*

- A) Vessels requesting to dock for **vessel repairs** will be approved by the Harbormaster only, prior to docking. Vessels unable to move (at all times) will not be permitted to dock at any time.
- B) **Vessels that berth are subject to charges** named in the Rate Sections of the Tariff.
- C) **Vessels shall vacate the berth upon demand** of the Harbormaster or his/her designee. Vessels refusing to vacate the berth on demand will be moved. All expenses, including damage to any vessel or to wharf structures during such removal, shall be charged to the vessel so moved.

Any vessel refusing to vacate the Port premises upon the request of the Harbormaster may be reported and/or prosecuted under Federal, State and Local Laws and Regulations for disruption of Port Operations and docking privileges could be denied.

Vessels that cause delay or disrupt Port Operations may be held financially responsible for the cost of the delay for the dock customer who was delayed and to the Port for revenue lost due to failure to comply with Tariff rules.

Any Vessel improperly docked will be charged a fee of \$294 per occurrence, at the discretion of the Harbormaster.

- D) The Port of Bristol Bay does not perform the services of line handling. Such service is arranged by and is for the account of the agents of the vessel.
- E) All vessels which have lines tied or attached to any part of the Port facilities will conduct regular line checks and make adjustments according to the tides. The Port of Bristol Bay will in no way assume responsibility or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.
- F) *The Port of Bristol Bay* reserves, in any event, the right to close facilities, refuse service and/or cease operations of the Port at any time.
- G) No hot work/repairs are permitted on any vessel until there has been prior authorization by the Harbormaster.
- H) Vessels moving in and out of the dockage areas will do so in a manner as to NOT create a wake.
- I) Vessels that have been approved to dock in un-authorized areas will do so for the amount of time permitted by the Harbormaster. During the time vessel is docked in a special area it must have a trained crew member on board that is alert and capable of moving the vessel in an emergency or on short notice and who will conduct regular line checks and adjustments.

*All users's also need to read **Item 230 - User's Responsibility of.***

040 BERTHING RULES-CARGO DOCK

*These rules are in addition to **Berthing Rules, General***

- A) All Vessels, or their owners, agents, desiring to berth at the Port shall, in advance file a **Vessel Berthing Application** with the Harbormaster in writing. All applications must be approved by the Harbormaster before any vessel will be scheduled for docking or before loading or discharging of any cargo.

Common carriers may provide a list of vessels with the required Port information in lieu of a separate vessel application for each vessel. This list should be on file with the Port by the arrival of the first barge of the season and updated as necessary and before the carrier's vessel arrive at the Port for service.

- B) **Prior** to each docking all vessels or vessel owners or agents must **verbally schedule with the Harbormaster or his/her designee** the **ETA of the vessel** and specify the **nature and quantity of the cargo** to be handled, AND the **start time for the crew to begin the discharge and/or loading operations**. After approval of the scheduling the Port will provide necessary docking instructions.
- C) Vessels at berth engaged in loading or discharging **may be required to work overtime** at the discretion of the Harbormaster.
- D) **Any vessel unable to load or unload cargo because of lack of ship's tackle or equipment** may rent Port equipment at the discretion of the Harbormaster. Vessels unable to load or discharge cargo due to lack of or a break down in equipment will be asked to vacate the dock immediately.

Charges for equipment shall be on a time and material basis per Items 090 & 110. Vessels vacating berth due to equipment problems will be charged the normal dockage fee and any standby time accumulated.

- E) **Vessels tied to the outside of Vessels** already tied to any part of the dock facilities (rafting) – will adhere to the same Tariff Rules and Regulations as any vessel tied to the dock. No vessel, owner, agent, etc. has the right to refuse outside berthing if it has been authorized by the Harbormaster.
- F) **All vessels** using the Cargo Terminal Dock will be required to **keep aboard a crew of sufficient size to move the vessel** at the request of the Harbormaster or his/her designee.
- G) **Tying to piling and bull rails is prohibited**. All vessels using the cargo dock will use the bits, cleats, and/or bollards.

040 BERTHING RULES: FISHERMAN'S DOCK

The Fisherman's Dock is located on the west side of the cargo dock. The Port of Bristol Bay does not provide berths for vessels. This is a rafting dock.

This dock is provided for 32' and smaller vessels. Vessels larger than 32' will be permitted docking on a temporary basis, with prior authorization from the Harbormaster. The dockage fees for larger vessels will be the minimum dockage charge for vessels using the Cargo Dock See Rule 070-Dockage Fee's.

Vessels will NOT dock on the Face of the cargo dock or on the East side of the cargo dock (upriver side), or in any area marked with a No Docking Sign - without prior authorization.

- A) Vessels will raft together in an orderly manner.
- B) All docking in this area will be on a first come, first serve, as space permits basis.
- C) No one will untie or "cut loose" any vessel under any circumstances. Anyone found doing so will be charged with all federal, state and maritime laws.

- D) Port personnel may untie any vessel after a reasonable attempt to locate the vessels owner or operator has been made. When vessels are moved they will be securely re-tied in the same area originally docked.
- E) Only Vessels that have paid the dockage fee with the Port will be allowed to dock more than 2 hours.
- F) Season Pass holders will adhere vessel decals in the area designated by the Port. Decals that are not displayed in the designated area will be void and the pass holder's vessel may be subject to unauthorized dockage fee and/or impounded at the expense of the owner/operator.
- G) Long term vehicle parking will only be permitted at the upper public parking area located between the Public Works shop fence and the main highway.
- H) Electrical cords and water hoses should be carefully placed as not to endanger anyone's life or property.

Also see rules for parking, rates, safety and user responsibility.

050 DEFINITIONS

BERTHING APPLICATION – VESSELS

An application for berth must be on file and approved by the Harbormaster before any vessel, owner, agent or representative schedules a vessel for dock time and services. Applications may be obtained from the Port Office. Vessels requesting service without applications on file must complete an application for approval before any type of service begins and docking is approved.

CARGO

Any type of cargo, but not limited to fish or products thereof, loaded, unloaded, transferred, containerized, etc., to include containers and equipment.

All cargo must have a recipient for immediate pick-up (or alternative pick-up instructions) and/or the final destination with estimated departure date for the cargo designated in writing directly on the Cargo bill, shipping bill, freight bill or Bill of lading prior to the arrival. Cargo shipped from the Port of Bristol Bay must comply with all Federal, State and local laws, including those for fish and game. Cargo without proper paperwork, seals, tags, etc. will be refused as specified in Rule 180 (7).

Carriers are responsible of notifying shipping customers of Port's Free Time Rules & Rates. When phone numbers are provided on the Freight Bill all efforts will be made to contact the customer, but it is the ultimate responsibility of the customer to check to see if the cargo has arrived and that it is picked up before Storage and other charges begin. The customer and not the shipper will be responsible for all storage and associated charges against freight left past Free Time.

Cargo will not be loaded or unloaded from containers by anyone other than authorized Port employees while the container is located anywhere in the Terminal, without prior authorization from the Harbormaster.

CHECKER and CHECKING

An employee who checks and documents all incoming and outgoing cargo. The Port does not provide the service of checkers. If a Carrier is unable to provide a checker for itself and the Port is required to provide this service, the carrier must give the Harbormaster 24 hour notice. The carrier will be charged for the Port's labor rate, per man hour, as listed in Rule 110.

COMMON CARRIERS

Operators who publish schedules and regular ship to the Port of Bristol Bay.

COMPANY GEAR

Is 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. Company gear will be charged the Empty container rates listed in Rule 290, on the gross weight of each item, including the weight of the equipment that the company gear is in or on. Carriers may request from the Harbormaster a waiver of charges for company gear in special circumstances prior to the arrival of the cargo. Company Vessels are not considered company gear.

Company gear that passes through the warehouse will be exempt from the company gear rates and be charged at normal LCL rates.

CONSIGNEE: The person(s), company(s), named on the Bill of Lading or cargo bill that the cargo is consigned to be delivered to.

DELINQUENT: Any carrier, company or persons with an outstanding balance due to the Port and/or Borough for over 30 days.

DELINQUENT LIST: A record of vessels, their owners or agents, or other users of the Port of Bristol Bay who have failed to pay charges within the credit period allowed in Items 140 and 150.

DOCKAGE: The charges assessed on all vessels gross tonnage weight for docking at a wharf, dock, pier or any other part of the Port facility or mooring to another vessel so docked. (see Item 040 for Berthing Rules and Item 070 for Rates).

EMPTY CONTAINERS OR EQUIPMENT

Any type of container, flat, including flats with tanks - that are totally free of any contents. Empty tanks that have residual contents remaining will be charged at the tare rate of the empty equipment plus the gross weight of the residual contents, included as the excepted gross tare weight.

FREE TIME

"Free Time" is a specified period during which cargo may occupy any Port of Bristol Bay premises before being subject to wharf demurrage, terminal storage, penalty and/or removal and disposal charges by the Port of Bristol Bay at the expense of the owner of the goods.

The following cargo may occupy Port premises for the period listed below before Wharf demurrage, terminal storage, penalty and/or removal or disposal charges are imposed.

Free Time	
Cargo/Equipment Type	Free Time
LCL Cargo from Common Carriers	72 Hours
LCL Cargo from all other carriers & shippers	72 Hours
Full TEU's and FEU's-Outbound	Next subsequent sailing - See Notes below
Full containers-inbound	30 days
Empty TEU's – outbound	See notes below
Empty FEU's – outbound	See notes below
Boats any length	72 Hours
Boat Cradles	72 Hours
All other cargo NOS(Modulars, Autos, Hvy Equip)	72 Hours
Non-Stackable Cargo	72 Hours
Overstow	30 days

Containers - outbound left past the first sailing of the expressed destination.

Empty TEU Containers- outside left past the date of Port closure will be charged Terminal Storage rates provided in rule 230.

Empty FEU containers- outbound the amount of containers offloaded at the Port for the primary purpose of loading cargo for regular shipments will be determined by the Harbormaster. Any containers remaining after port closure will be charged Terminal Storage rates provided in rule 230.

FULL CONTAINERS

Containers or flats that arrive full and depart full without being opened for viewing or cargo distribution. Any container or flat that arrives full but must be opened and cargo distributed or sorted will be considered as LCL and charged the LCL rates as provided in rule 290.

HANDLING

Ordinary handling and charges are defined as unloading cargo from vessels or vehicles to terminal and loading cargo onto vessels or vehicles for discharge. Ordinary handling is based on one offload to one point of rest, one load to vehicle or vessel and then one offload from vehicle or vessel to second point of rest then one load for shipment. Any additional handling from this definition will be charged. It includes ordinary sorting, stacking, breaking down, etc.

Handling does not include unreasonable or extra handling, banding, wrapping, palletizing, transloading, digging out or sorting. Some container handling operations do not include stevedoring services. Additional stevedores or equipment determined necessary by the Harbormaster will be charged by actual man and equipment determined necessary by the Harbormaster will be charged by actual man and equipment hours used.

Port of Bristol Bay Tariff
Bristol Bay Borough

Ordinance 2013-01
28th Revision- Cancels 27th
Effective Date: 2/4/2013

When it is necessary to assemble, disassemble or break down trailers, chassis, or lowboys, the cost thereof shall be for the account of the consignee.

If Port cargo handlers or their designee(s) do not handle the cargo then handling charges will be waived for any cargo that Port cargo handlers do not physically handle. Also see Rule 100-Insurance and Rule 120-Liability, Limitation of.

HOLIDAYS

"Holidays" is defined as all State approved holidays recognized by the Bristol Bay Borough. The following days will be observed by the Borough as paid holidays:

- New Years Day (January 1)
- Martin Luther King Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Alaska Day (October 18)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

If one of these holidays falls on a weekend before May 1 or after July 31 the holiday will be observed on the working day closest to the holiday.

INSURANCE

See Rule 100 for all insurance information.

INTER-TERMINAL SHIPMENTS

Cargo of any type that moves from one Borough Port facility to another Borough Port facility. Inter-terminal shipments, other than those moved by common carrier, during the same tide, will be charged by one of the facilities only, for dockage, wharfage and handling charges. Equipment and/or labor charges as described in Item 090 and Item 110 will be determined by the operating time it takes to onload and/or offload the cargo at both facilities. Freight may be FOB South Naknek.

LCL

Less than a container load. LCL will be charged from the individual rates listed in Item 290 and not at the container rate. Outbound LCL that is loaded by someone other than the authorized dock cargo handlers and not manifested, declared in writing and/or properly labeled before sailing will be charged at the full container rate. Overstow rates do not apply to LCL cargo.

MANIFEST: See Rule 130 for all manifest information

Port of Bristol Bay Tariff
Bristol Bay Borough

Ordinance 2013-01
28th Revision- Cancels 27th
Effective Date: 2/4/2013

MINIMUM CHARGE

All cargo will be charged by the rates listed in Item 290, with the minimum charge of \$14.69 Wharfage and \$22.00 Handling.

LCL shipments will be charged a minimum charge of \$14.69 Wharfage and \$22.00 Handling. **If LCL is listed on multiple B/L's or delivery receipts or is in multiple containers the minimum charge applies to each B/L or DR and/or per container load.**

MUNICIPAL TERMINAL

"The Municipal Terminal" is the Port of Bristol Bay docks, the Staging Areas and their associated facilities, such as access roads and adjacent storage areas necessary to conduct normal day to day Port operations.

NON-STACKABLE CARGO

Any cargo that cannot be safely stacked on top of a TEU or FEU container stack or that cannot have a TEU or FEU stacked on top of it.

OPERATING TIME AND OVERTIME

Operating time for the Port of Bristol Bay will be:

<u>Dates to and From</u>	<u>Terminal</u>	<u>Wharehouse Daily</u>
May 1 through July 31	Mon – Fri 24 hours a day	8:00am to 8:00pm And after hours by arrangement
April 1 through April 31 & Aug 1 through Close	Monday through Friday 8:00am to 4:30pm	Monday through Friday 8:00am to 4:30pm

All other time is defined as "Overtime"

Also see Holiday definitions and charges

***Early Arrival Notification** Common Carriers will notify the Port in writing no later than March 15th of each year of the ETA of its first barge arrival. Vessels arriving before April 15th of each year may be subject to early start-up cost.

OVER-LENGTH CARGO

Flats, platforms, post flats, etc. that are loaded with cargo extending over the rated length of flats, platforms, post flats, etc., will be charged an additional rate as named in Item 290. Also see definition for Top Stow and Non Stackable cargo. LCL cargo is included in over-length rules and rates.

OVERSTOW

Over-stow is cargo placed on Port premises from a Common Carrier or its agent, destined for discharge at another port.

OVERSTOW-LCL

LCL cargo that is in mixed containers and must be removed from original container and transloaded by Port warehouse employees into another container for beyond shipment.

POINT OF REST

Point of Rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading. Point(s) of rest will be designated by the Port.

SHIPS GEAR

Ship's gear, is defined as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations.

TERMINAL STORAGE

"Terminal Storage" is the storage of any cargo within the premises of the Port of Bristol Bay and its facilities.

TERMINAL USE PERMITS

"Terminal Use Permits" are issued by the Harbormaster. This Permit authorizes other persons and their employees, unnamed in this Tariff or in authorized cargo handling contract(s) to operate and handle certain cargo at the Port of Bristol Bay.

TOP STOW

Any cargo lashed or stored on top of any container

TRANSLOADING

The service of transferring cargo between containers, flats, pallets, etc. inbound or outbound and is not included in the normal handling charges, will be charged extra fees as levied in Item 090 and Item 110 for equipment and labor.

WEIGHT

Units of

Cargo - Except as otherwise stated, rates apply per one hundred pounds (CWT), as manifested. Vessels - The certified Gross Tonnage of the Vessel on file with the USCG.

Estimated Weights & Weight Disputes

When the weight or a reasonable estimated weight cannot or is not provided for the Port, the Port will bill the cargo at an estimated weight. Adjustments for billing of estimated weights will not be considered unless the carrier provides a certified weigh ticket.

Tare Weight

The tare weight listed on the outside of the equipment. When equipment is combined as in tanks on flats, the tare weights for each piece of the equipment will be added together for the total tare weight. The Tare weight also includes the additional weight of any residual contents remaining in tanks.

VESSEL

Whenever in this Tariff, reference is made to a "vessel"; the term shall mean any ship, scow or barge, either self-propelled or other than self-propelled.

WHARFAGE

"Wharfage" is the charge assessed against all cargo placed on a wharf or in a transit shed, or passing through, across, over or under a wharf, or transferred between vessels, or loading to or unloading from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage does not include handling, sorting, piling, storage, extra labor or equipment rental.

WHARF DEMURRAGE

"Wharf Demurrage" is the penalty charge assessed against cargo remaining on the wharf premises after the expiration of free time as defined above. Wharfage demurrage does not include the charges for dockage, wharfage, handling, sorting, piling, storage, disposal, labor or equipment.

WORKING STOW

Is defined as any cargo not destined for the Port of Bristol Bay that has to be removed from a vessel and placed on the dock temporarily while loading or discharging operations are being conducted.

060 DELAYS

Delays which may be occasioned in loading, unloading, receiving or delivering cargo as a result of commotion's, riots or strikes of any person in the employ of the Port of Bristol Bay or others, or arising from any other cause not reasonable within the control of the Port of Bristol Bay, will not excuse the owners, shippers, consignees or carriers of the cargo from full wharf demurrage or other terminal charges or expenses, which may be incurred under the conditions stated above.

In the instance of weather delayed departures, dockage fees may be reduced or waived at the discretion of the Borough Manager or his designated representative on a case by case basis.

070 DOCKAGE- FEE FOR AND RULES: *Naknek, South Naknek, and King Salmon.....*

The dockage fees shall be assessed on the vessels **GROSS REGISTERED TONNAGE** as follows unless otherwise specified.

Dockage Fees		
<u>FROM- Gross Tons</u>	<u>TO- Gross Tons</u>	<u>PER TON</u>
0	40	\$73.37 flat rate
41	99	\$1.81
100	299	\$1.47
300	1000	\$.96
1001	2000	\$.70
2001	5000	\$.48
5001	Over	\$.33

Common Carriers

Dockage fees will be assessed per 24 hour period. Any amount of time over that 24 hour period – the carrier will be charged for another full 24 hour period.

Common carriers who are unable to complete discharge or loading on the first tide after Arrival and elect to move away from the dock into the roadstead, then return to the dock The following tide to complete operations will be charged dockage as though there was no interruption of discharge or loading.

All Other Vessels

Dockage fees are assessed "per" docking, for up to a maximum of a 12 hour period when permitted.

Tug Boats

Tug boats handling barges will not be charged dockage for the tug boat. Dockage will be charged for the barge that it is handling. With prior authorization from the Harbormaster tug boats may dock at the facilities without a barge and will be charged the rates listed in the dockage chart, per gross tonnage of the vessel, per 12 hour basis.

070 DOCKAGE - FEE FOR AND RULES - FISHING VESSELS (D)

FISHING VESSELS	BY DAY	BY SEASON
Fishing Vessels 32' & under and or less than 16 gross tons	20.00	250.00

- 1) Per 24 hour period.
These same vessels will not be charged a dock fee if docked two hours or less.
- 2) Subject to space available.
- 3) With prior authorization. (see Berthing Rules)

070 KING SALMON PUBLIC BOAT RAMP & BULK HEAD

THE PUBLIC BOAT RAMP IS A FREE RAMP AVAILABLE FOR PUBLIC USE

The Boat Ramp will be used in an orderly and safe manner at all times.

THE BRISTOL BAY BOROUGH AND/ OR PORT FACILITES ARE NOT RESPONSIBLE FOR ACCIDENTS OR INJUREIES TO PERSONS OR PROPERTY OCCURRING WHILE USING PORT FACILITES.

BIRTH PRIORITY- KING SALMON BULKHEAD, BOAT RAMP

All vessels desiring to berth or launch at the King Salmon Bulk head and Boat Ramp shall be afforded space in the following order:

1st Priority: Sport fishing boats

2nd Priority: Commercial fishing vessels 32' feet and under

3rd Priority: Lighterage and other vessels

4th Priority: Airplanes.

Commercial Use of the King Salmon Bulkhead or Boat Ramp adjacent to the Bulkhead for transferring of cargo, materials or equipment will be charged at a seasonal rate of \$1270. No vessel storage of any kind will be permitted on the King Salmon boat ramp or bulkhead.

PARKING ON THE BULKHEAD FOR EXTENDED PERIODS IS A VIOLATION OF THE BOROUGH'S LEASE AGREEMENT WITH THE STATE OF ALASKA AND IS NOT ALLOWED AT ANYTIME.

ALL PROBLEMS OR CONFLICTS SHOULD BE REPORTED TO THE HARBORMASTER OR THE BBB POLICE DEPARTMENT.

For any EMERGENCY call 911
Port office 246-6168
Harbormaster's cell 439-7678
BBB Police 246-4222

All operators, owners, representatives, etc. of vessels should read further information located in Item 030 - Berth Priority, Item 040 - Berthing Rules and Item 200 Safety and Item 240 - User, Responsibility of, and item 300 - Fuel Transfer.

080 EFFECTIVE DATE OF TARIFF AND CHARGES

The rates, charges, rules and regulations published in this tariff become effective on the effective date noted herein.

090 EQUIPMENT RENTAL

The use of forklifts, cranes and/or other equipment, for use on dock premises and elsewhere will be permitted at the discretion of the Harbormaster or his/her designee.

Equipment rental cost here in includes an operator unless otherwise specified. Equipment authorized by the Port to be rented without a Port operator will be rented at the hourly rate less the operator rate in Item 110.

Crane rental (on site) will be rented with a minimum of one stevedore. Additional stevedores required for safe operations will be charged for each man hour used as described in Item 110.

The following rates and regulations will apply for use of any Port equipment.

Minimum charge will be one half of an hour on any equipment.

Port of Bristol Bay Tariff
Bristol Bay Borough

Ordinance 2013-01
28th Revision- Cancels 27th
Effective Date: 2/4/2013

Any rental other than normal operating hours as described in Item 050 are subject to overtime charges, standby time and charges apply as per Item 220.

NAKNEK FACILITIES

EQUIPMENT	PER HOUR	PER DAY	PER WEEK
300 TON CRANE	\$616	\$4,928	\$24,652
140 TON CRANE	\$493	\$3,942	\$19,712
70 TON CRANE	\$370	\$2,957	\$14,784
27 TON CRANE	\$264	\$2,112	\$10,565
43 TON FORKLIFT (I)	\$308	\$2,471	\$12,353
41 TON FORKLIFT	\$242	\$1,937	\$9,684
31 TON FORKLIFT	\$210	\$1,691	\$8,451
26 TON FORKLIFT	\$194	\$1,549	\$7,744
MACK DUMPTRUCK	\$125	\$1,000	\$5,000
LOADER	\$125	\$1,000	\$5,000
EXCAVATOR	\$125	\$1,000	\$5,000
7753 BOBCAT	\$111	\$889	\$4,444
5000 LB FORKLIFT	\$97	\$776	\$3,873
BOOM TRUCK	\$80	\$640	\$3,200
WATER TRUCK	\$50	\$400	\$2,000
PORT SKIFF	\$74	\$590	\$2,948
AIR COMPRESSOR	\$29	\$229	\$1,144
LIGHT PLANT	\$29	\$229	\$1,144
CEMENT MIXER	\$29	\$229	\$1,144
WELDER	\$29	\$177	\$726

SOUTH NAKNEK AND KING SALMON FACILITIES

Equipment at our South Naknek port facility includes a 26 ton forklift. There is no equipment at our King Salmon port facility.

Off-Site Equipment Rental

It is not the intention of the Port to compete with local businesses for equipment rental. Therefore before The Port will authorize rental of any equipment the rental customer must verify that the equipment is not available from a local source.

The Port reserves the right to re-verify information with local businesses and the right to refuse rental of Any Port equipment to any person for any reason.

Any off-site equipment rental approved by the Port will start from the time the equipment leaves the terminal premises until the time it is returned to Terminal premises.

100 INSURANCE

Rates named in this Tariff do NOT include insurance of any kind. All risks of loss and damage while on docks or in storage must be assumed by shippers, owners or consignees, who may protect themselves against such loss by covering their shipments with insurance. This does not relieve the Port of Bristol Bay, the Bristol Bay Borough or holders of Terminal Use Permits from liability for their own negligence.

PROOF OF LIABILITY INSURANCE

All trucking companies, boat haulers, fuel trucks and Terminal Use Permit Holders who will be working on the dock or in the terminal will be required to have on file with the Port a certificate of liability insurance naming the Borough Port as a certificate holder before they are allowed to work anywhere in the terminal or on the docks.

110 LABOR- CHARGES

Man-hour rates shall be charged as follows (in dollars per man-hour); Minimum ***charge will be one half of an hour on any labor, unless otherwise specified.***

<u>TYPE OF LABOR</u>	<u>STRAIGHT TIME</u>	<u>OVER TIME/HOLIDAY</u>
Stevedore/ Sm Forklift Op.	\$44	\$66
Large Forklift Operator	\$66	\$109
Sm Crane Operator	\$66	\$99
Lg Crane Operator	\$81	\$121
Port Attendant	\$44	\$66
Spill Response	\$74	\$110

Holiday Pay

If required to work on any holiday described in definitions the Holiday labor rates will be charged per port employee working, in addition to regular wharfage and handling rates, from the time the operations are scheduled to begin until the Port operations are complete and cleared of duties.]

120 LIABILITY- LIMITATION OF

- A) No persons other than the holders of authorized Cargo Handling Contract(s) or "Terminal Use Permits" and their employees with proof of liability on file with the Port shall be permitted to perform any services on the wharves or premises of the Port of Bristol Bay. Under this specific authorization, neither the Port of Bristol Bay, its agents or holders of authorized "Terminal Use Permits" shall be liable for the injury of persons, or for any loss, damage, from any cause or theft occasioned on the docks, wharves or premises. This does not relieve the Port of Bristol Bay, its representatives or holders of Terminal Use Permits from liability from their own negligence.

- B) Terminal Use Permits" shall be issued by the Bristol Bay Borough Manager and the Harbormaster.

- C) If unauthorized persons are found performing services on wharves or premises of the Port of Bristol Bay, they will be liable for the injury of any persons and held responsible for any loss, damage, or theft etc. and may be denied access and use of Port Facilities and services.
- D) The Bristol Bay Borough and/or the Port of Bristol Bay assumes no responsibility for any vessels tying to any part of the dock facilities.

130 MANIFESTS:

Owners, agents, operators or masters of vessels must furnish the Harbormaster with a complete copy of the vessel's manifest listing all cargo to be discharged or loaded at the terminal.

Inbound manifest must be furnished 48 hours prior to vessel's arrival.

Outbound manifests of cargo must be furnished 24 hours prior to the vessels loading or unloading.

Lighterage vessels with inbound or outbound cargo, must furnish the Harbormaster with a cargo manifest with estimated weights prior to loading or offloading.

Manifest Specifications

All manifest will include specifications listed, but not limited to the following:

- 1) A list of all cargo, including company gear, empty containers or equipment, that is going to be loaded or unloaded at the facility.
- 2) Description of cargo, gross weight, quantities, shipper, consignee, destination port, originating port.
- 3) Carrier information shall include the Name of Carrier, Vessel name(s) and arrival date.

Revised Manifest

Revisions to the manifest shall be turned into the Harbormaster no later than 72 hours after the loading and unloading is completed. Failure to comply with the manifest rule may result in refusal of loading and/or discharge of cargo, and possible loss of future berthing priorities. Billing disputes that arise from lack of manifest and/or information may result in irreversible charges, under the discretion of the Harbormaster.

140 PAYMENT

All charges named in this Tariff will be assessed against cargo and when not absorbed by the carrier are due from the owner/shipper or consignee of the cargo. Charges, for which the vessel, its owners, or agents have been appraised, will be collected from and payment of the same must be guaranteed by the vessel, its owners or agents of the vessels. Owners and agents of vessels, if and when permitted to make their own deliveries of cargo for the wharf, will be held responsible for payment of any charges against cargo delivered by them and accruing to the terminal.

150 RESPONSIBILITY FOR PAYMENT, COLLECTION & GUARANTEE OF CHARGES

A) RESPONSIBILITY OF CHARGES, PREPAYMENT

Vessels, their owners, agents, masters, shippers and consignees of goods, docking at or using the facilities by this Tariff thereby 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 provisions of any bills of lading, charter party agreements, contracts or any other conflicting provisions.

All charges for services rendered by the Port of Bristol Bay or for the use of terminal facilities and equipment are due and payable in cash in advance, in U.S. currency of such services or use, as follows:

- (1)** For all charges to the vessel from its owners or agents before a vessel commences its loading or discharging.
- (2)** For all charges to the cargo, from a vessel owner, shipper or consignee, before the cargo leaves the custody of the terminal.
- (3)** For all charges on perishable goods or cargo of doubtful value or household goods.
- (4)** Bristol Bay Borough will not extend credit and will not accept credit extended by shipper.

B) TIME OF PAYMENT,

- a. Terms of payment for all applicable Port fees may be charged at the time of service, or at such other time authorized or directed by the Port, but in all cases in advance of actual services rendered.
- b. The agent requesting the services or another entity acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges. The Port retains the right in its sole discretion to determine whether a responsible party or an agent is credit worthy.

C) COMPLIANCE WITH CONDITION OF BERTH RESERVATION

- c. Use of Port facilities and services shall comply with the Berthing Rules (Item 040) and all other rules and regulations outlined within this Tariff.

D) DELINQUENT ACCOUNTS, PENALTIES, DAMAGE AND MISCELLANEOUS CHARGES

All invoices will be declared delinquent thirty days after the date of the invoice and, as such, will be charged a penalty charge of 15% per annum or portion thereof that the account remains delinquent. Minimum charge shall be \$25.00. All extra expense, including legal expense,

litigation cost, or cost of agents employed to effect collection shall also be assessed to, and payable by such accounts.

The Port reserves the right to place delinquent accounts on the "cash in advance/security deposit" status at any time and/or will deny ALL SERVICES provided by the Port and Terminal facilities until the account is paid in full.

160 CLAIMS- DAMAGES and SHORTAGES

The Port of Bristol Bay is responsible only for cargo that its duly authorized representative has inspected and/or checked - noting all exceptions to the good order of said cargo.

Damage caused by shippers and/or carriers are the responsibility of the Carrier and claims should be filed with the original carrier in accordance to their rules and regulations.

Damaged freight will NOT be accepted at the Terminal unless accompanied by a completed claim form from the shipper or its agent.

Claims for visual damages and/or shortages must be noted on the original freight bill before the consignee leaves the terminal. Actual claims must be filed at the Port, in writing within three (3) days of delivery of said freight.

Notice of concealed damages must be made within twenty-four (24) hours and a actual claim filed at the Port within three (3) days.

170 RIGHTS RESERVED BY THE PORT OF BRISTOL BAY

A) Rights reserved to furnish equipment, supplies, material to perform all services in connection with operation of terminals under rates and conditions therein.

B) Right is reserved 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 civil and business relations of all parties concerned.

180 RIGHT TO REFUSE, REMOVE, TRANSFER, STORE, WAREHOUSE, WITHHOLD and SELL CARGO....

A) RIGHT TO REFUSE CARGO

Right is reserved by the Harbormaster to refuse to accept, receive, unload or permit any **vessel, vehicle or person** to discharge cargo at terminal or appurtenant premises.

1) Cargo for which previous arrangements for space, receiving, unloading or handling have not been made by the shipper, consignee or the carrier.

- 2) Cargo that does not have a known destination and estimated departure date.
- 3) Cargo deemed extra offensive, perishable or hazardous.
- 4) Cargo, the value of which may be determined at less than the probable terminal charges.
- 5) Cargo not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be re-packed or reconditioned at the discretion of the Harbormaster and all expense, loss or damage incident thereto shall be for the account of the cargo.
- 6) Containers or platforms (or other equipment) with a total gross weight of 50,000 lb. or more. This includes the cargo weight plus the container or equipment empty tare weight.
- 7) Cargo that does not comply with all Federal and State Regulations and paperwork requirements for shipment.
- 8) Flats, containers, gensets or any type of cargo that is not self propelled, without useable fork pockets or top pockets provided to safely handle it with forklifts.

B) RIGHT IS RESERVED BY THE PORT OF BRISTOL BAY, UNDER THE DISCRETION OF THE HARBORMASTER TO REMOVE, TRANSFER, STORE OR WAREHOUSE CARGO:

- 1) Hazardous or offensive cargo, which, by its nature is liable to damage other cargo, will be immediately removed to other locations or receptacles with all expense and risk for loss or damage for the account of the owner, shipper, agent or consignee.
- 2) Cargo, which, in the judgment of the Harbormaster, may hamper normal operations of the wharf or terminal.
- 3) Cargo remaining after expiration of free time and cargo shut out at clearance of vessel will be piled or re-piled to make space, transferred to other locations or receptacles, stored on Port property or removed to public or private warehouse with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or agent or carrier as responsibility will appear.

C) RIGHT TO WITHHOLD DELIVERY OF CARGO

Right is reserved by the Port of Bristol Bay to withhold delivery of cargo until all accrued terminal charges and/or advance against said cargo have been paid in full. At the Harbormaster's discretion, any and all of such cargo will be placed in public or private warehouse with all costs or removal of subsequent handling and storage for the account of the owner of the cargo.

D) RIGHT TO SELL FOR UNPAID CHARGES

Cargo on which unpaid terminal charges have accrued will be sold to satisfy such charges and cost. Cargo of perishable nature or of a nature liable to damage other cargo will be sold at public auction or private sale without advertising, providing the owner has been given proper notice to pay charges and to remove said cargo and has neglected or failed to do so within a 30 day period.

E) EXPLOSIVES

The acceptance, handling or storage of explosives or excessively inflammable material shall be subject to special arrangement with the Harbormaster and governed by MTSA and the rules and regulations of U.S. Federal Regulations, Alaska State Statutes and United States Coast Guard Rules and Regulations regarding explosives, flammable or hazardous materials.

Two week notification before arrival must be given to the Port.

F) COLLECT CARGO CHARGES, C.O.D. AND SIGHT DRAFTS

The Port of Bristol Bay shall not be responsible for the collection of collect cargo charges or the collection of C.O.D. or Sight Draft shipments and will not be responsible for holding such shipments until collection has been made by others.

190 SHIPPING SCHEDULES

Common carriers that load containers from the Port of Bristol Bay destined for other Ports to meet other shipping schedules (i.e. for export) will provide the Harbormaster with the schedules of shipping days and/or dates by those Shippers at the beginning of the shipping season. All changes to shipping schedules will be reported to the Harbormaster as soon as possible.

200 SAFETY-GENERAL

ALCOHOL

Open containers and/or consumption of alcohol will not be permitted on any part of the Ports premises. Persons found in violation of this rule will be asked to leave the Port premises immediately and may be prosecuted under federal, state and local regulations and may be denied future access and use of the Port and facilities.

FIREARMS

Firearms are not permitted anywhere in terminal under any circumstances and will NOT be shipped. All violators will be turned over to the proper law authorities immediately and are subject to prosecution under the federal MTSA.

FIREWORKS

Fireworks will not be discharged from any part of the Port premises at any time. Persons found discharging such may be prosecuted under all local, state and federal laws that may apply and may be denied all future use and access of the Port and its services.

OPEN FLAME PROHIBITED

No open flame(s) will be allowed in any part of the Port Terminal and facilities without being approved by the Harbormaster before work begins. Any person(s) approved to work with open flames is required to follow all federal, state, local and maritime regulations and laws.

FIRE EXTINGUISHER'S

Fire extinguisher in operating condition must be readily available on all welding, cutting or open flame

equipment being used on vessels, machines, cranes, equipment used within the terminal and dock facilities.

PERSONS, VEHICLES, TRAFFIC & DRIVING ON THE DOCK

Walking, Driving or parking on the cargo dock is **NOT** permitted **without PRIOR** authorization by the Harbormaster or his/her designee.

- All vehicles should obey the speed limit (5 mph), traffic and warning signs throughout the Terminal.
- Stay on designated roads and in authorized parking areas.
- **Do not pass** Heavy Equipment operating in the terminal.

Never walk behind containers in yard and never loiter around cargo areas.

SPILLS OR LEAKS

Flammable liquids leaked or spilled anywhere in the terminal and/or water and beach surrounding, shall be cleaned up immediately. All spills of any size will be reported to the Harbormaster immediately. If a user damages or does not properly clean property the Port shall order the work performed and the user will be billed for all applicable cost to replace spill supplies, repair and/or clean property plus an administrative charge of 15% of the total bill. Failure to report and clean up any spills immediately may result in a \$280 fine per spill and possible suspension of dock privileges at the discretion of the Harbormaster.

SMOKING PROHIBITED

No smoking shall be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Harbormaster, from future use of any wharf, and, in addition, shall be subject to prosecution under applicable Municipal, State, or Federal Laws.

FUELING VESSELS, TANKS & EQUIPMENT

All pumping of any type will be approved by the Harbormaster prior to fuel arriving at the terminal. Diesel Fuel (heating fuel) is the only type of fuel permitted anywhere in the terminal or at any of the docks and/or areas.

Fueling of Vessels, and equipment or tanks is prohibited at dockside and in the terminal of the Port without prior verbal authorization from the Harbormaster or Port Attendant. Only for fuel delivery operators who are approved by the federal, state and local regulations and laws for fueling will be permitted to handle fuel at the Port. Common Carriers who are authorized by the Port to fuel their company equipment in the Terminal facility will do so only under the supervision of a certified fuel tanker man for the entire operation.

Propane Tanks of any type will not be permitted to be filled or discharged anywhere on Port Property, Terminal or facilities.

Also see Rule 300 – Fuel Transfer Rules and Rates

VESSEL & CREW INFORMATION

Any Vessel or Boat improperly docked will be charged a fee of \$294 at the discretion of the Port Foreman.

All vessels using the Cargo Terminal Dock will be required to keep aboard a crew of sufficient size to move the vessel at the request of the Harbormaster or his/her designee.

All vessels that have lines tied or attached to any part of the Port facilities will conduct regular checks and make adjustments according to the tides. The Port of Bristol Bay will in no way assume responsibility or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.

Also see Items 040- Berthing Rule 040 –Berthing and Rule 240 - User Responsibility of.

VESSEL REPAIRS

In the Terminal

Are not permitted while the vessel is in the Terminal area awaiting launching or shipment. Any exceptions will be approved by the Harbormaster only, prior to any work begins.

Waterside

Repairs requiring an open flame are not permitted unless prior authorization has been approved by the Harbormaster.

210 SAFETY- CARGO

1) CONTAINER CONES AND STORAGE OF, STACKING LEVELS

Containers will not be stacked without Port approved stacking cones anywhere on Port property.

The Carrier will provide sufficient amount of cones deemed necessary by the Port for safe stacking of each container.

In the event that a carrier does not provided sufficient cones the Harbormaster reserves the right to stop and/or refuse containers until the cones are provided. If the Port grants the carrier approval for the temporary storage on containers that do not have cones the carrier must provide cones to the Port. The carrier will be charged the actual equipment and man-hours it takes to re-handle the containers.

Common Carriers must provide sufficient storage containers for all cones. Cones must be segregated by type of cone. Cone storage containers must arrive with the first vessel arrival of the season. Containers must be lift-able by small forklift and designed to be durable for outdoor use. The size and shape of the container should be considered due to the lack of storage space at the Port. The Port will not be responsible for carrier cone containers in the event of theft, vandalism or damage unless such damage is due to Port negligence.

Carriers failing to provide sufficient Cone containers will not store "loose cones" anywhere on Terminal Property. Loose cones will be backloaded to the vessel before it departs the Port.

Stacking levels will be determined by order of safety and at the discretion of the Harbormaster.

2) CONTAINER MARKINGS, LABELS, PLACARDS

Container markings (of any type) will solely be the responsibility of the carrier and not with the Port of Bristol Bay, Terminal Permit holders, or any element of the Bristol Bay Borough.

Incoming and Outgoing container labels will specify the Gross weight of container, general contents, consignee, and final destination. Mixed containers will be plainly marked.

All Carriers and/or Sub-Contractor of Carriers or Chartered Barges will remove and properly dispose of all **old** placards and/or labels from all containers, flats and equipment before entering the Port.

220 STANDBY TIME

Except as otherwise provided, when the Port of Bristol Bay is required to order labor and/or equipment for service and through no fault of the Port of Bristol Bay, the work or service is not commenced, causing stand by time to accrue, or when work or service after commencement is delayed through no fault of the Port of Bristol Bay, for periods of thirty (30) consecutive minutes or more, the applicable cost of man-hours and equipment time, will be assessed and charged to the carrier.

230 TERMINAL STORAGE

After expiration of free time as described in Item 050, terminal storage for cargo, Full and empty containers, subject to space availability, will be charged as follows:

TERMINAL STORAGE CHARGES

DESCRIPTION	CHARGE	PER	PER
LCL-in warehouse	.84	CWT	DAY
LCL- Outside	.42	CWT	DAY
Vessels > 20' (during season)	\$100	Each	Day
Autos/Vehicles	\$14.67	Each	Day
Heavy Equipment Modulars	\$14.67	Each	Day
All other Cargo-NOS	\$2.94	Each	Day
Full Containers	\$2.94	Each	Day
Emty containers 20' (TEU)	\$2.94	Each	Day
Empty Containers 40'(FEU)	\$5.86	Each	Day
Non-Stackable Cargo	\$14.67	Each	Day
By Lots- 40x60' in increments thereof	\$529	Per lot	Month
Off Season Vessel Storage < 50'	\$600	Per	Month
Off Season Vessel Storage > 50'	\$1000	Per	Month

*Van security and contents are the responsibility of the carrier or consignee while stored anywhere on Port premises.

240 USERS OF DOCK- RESPONSIBILITY OF

Users of Port of Bristol Bay property will be required to maintain the port in the same and orderly manner as directed by the Harbormaster. If user does not properly clean property used, the Harbormaster will order the work performed, and user will be billed at cost plus fifteen (15%) percent for administrative costs.

Users damaging Port of Bristol Bay property will be responsible for cost of repairs. Users will be billed for repairs to damaged property at cost plus a reasonable fee, not to exceed fifteen (15%) percent of such costs for administration of such repair work.

250 VESSEL LIFTING AND LAUNCHING RATES and RULES

Vessels lifted out of the water or launched into the water, lifted to or from trailers/tractor shall be charged the following charge per lift:

VESSEL LIFTING AND LAUNCHING RATES

FROM	TO	\$ PER FOOT
0'	20'	\$3.52
21'	24'	\$7.37
25'	32'	\$11.00
33'	AND OVER	\$14.77

*If vessels require **special lifting, gear, handling** and such, charges will be set by the Harbormaster at the time the service is performed.

Inbound Boat Cradles

Will be removed within the prescribed Free Time per Item 050 or be removed at the owner, agent or shippers expense.

Outbound Boat Cradles

Will be provided by the Vessels owner, agent or shipper, within a time period specified by the Harbormaster or his/her designee, **prior** to the time of the loading of that vessel onto the flat, other shipping apparatus or to another vessel.

Cradle Failure

Damage to any vessel or property and all cost associated with re-loading that vessel to the flat or shipping apparatuses will be the sole responsibility of the owner, agent or shipper and not with the Port.

260 WHARF DEMURAGE CHARGES

After expiration of free time as described in Item 050, wharf demurrage for cargo will be charged as follows in addition to other charges named herein:

WHARF DEMURRAGE CHARGES

DESCRIPTION	CHARGE	PER	PER
LCL- IN WAREHOUSE	.84	CWT	DAY
LCL-OUTSIDE	.42	CWT	DAY
VESSELS> 20' (summer rate)	\$100	EACH	DAY
AUTOS/VEHICLES	\$14.67	EACH	DAY
HEAVY EQUIPMENT	\$14.67	EACH	DAY
ALL OTHER CARGO	\$2.94	EACH	DAY
FULL CONTAINERS	\$2.94	EACH	DAY
EMPTY CONT-20'(TEU)	\$2.94	EACH	DAY
EMPTY CONT-40'(FEU)	\$5.86	EACH	DAY
NON-STACK CARGO	\$14.67	EACH	DAY
BY LOTS-40X60	\$529	PER LOT	MONTH

270 WHARFAGE CHARGES- APPLICATION OF

Wharfage rates named in this Tariff will be charged for all merchandise received over the Port of Bristol Bay and will be in addition to all other charges made under provisions of the Tariff, EXCEPT:

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations.

Barge to Barge/Overside Overstow Cargo: One-half (1/2) wharfage named herein will be charged on merchandise discharged or loaded overside of vessel directly to or from another vessel or to the water, when vessel or vessels are berthed at the wharf, when the majority of the cargo is being transferred between vessels and not loaded or discharged to or from the Port of Bristol Bay. The manifest rule applies to all overside cargo.

Working Stow: Cargo moved from vessel to the dock and then back to vessel during a single docking.Flat rate, per pick for all cargo.

Overstow: Outerports cargo stored at the dock between vessel visits. Wharfage and Handling rated at twice the handling rate per pick. .

280 COMMODITY DESCRIPTIONS

Commodities include, but are not limited to, building materials, groceries, salt, fishermen's personal supplies, and personal household supplies.

290 WHARFAGE and HANDLING RATES

LCL, Loose Stow, Break-Bulk cargo, except as otherwise noted.

In cents per 100 pounds (CWT)

DESCRIPTION	WHARFAGE	HANDLING
Appliances, Furniture, <i>set-up or not</i>	.62	.96
Autos, Pick-Ups, Commercial F/V, Small Trailers <i>Full TEU container rate per vehicle, vessel, trailer, etc. -EACH</i> <i>Note 1: Excludes House Trailers, Modulars</i> <i>Note 2: Overstow items revert to full container rate</i>	\$124.75	\$91.72
Beer,Ale,Stout,Wine,Brandy,Liquor(Alcohol Content Beverages)	.62	\$1.84
Boat kits, Canoes, Skiffs, Planes, Tanks (MT)	\$1.62	\$3.11
Cement, Drilling Mud, Fertilizer, Commodities <i>as described in Item 280, Lumber-Viz: Plywood,Sheetrock,GlueLams,NOS</i>	.39	.72
Empty Containers/Vans & Company Gear	.19	.15
Empty Containers/Vans, Shipper owned	\$14.67	\$22.00
Explosives & HazMat (<i>by special arrangement</i>)	\$4.40	\$4.40
Fish, Seafood – ROE	\$5.86	\$4.71
Fish, Seafood - RAW – <i>Pumped</i>	\$2.30	\$3.97
Fish, Seafood - RAW - <i>In Totes or Brailers From Independent & Port Approved Commercial Operators</i>	\$1.47	\$1.47
Freight NOS, Gravel or Sand - Bagged (or similarly Contained)	.54	.90
Glass	\$1.27	\$1.84
Gravel - Loose, Bulk - <i>Per cubic yard</i>	\$1.76	N/A
Heavy Equipment - <i>Lifted</i>	.62	.97
- <i>Ramped</i>	.32	.46
Insulation – <i>Bundled</i>	1.08	\$2.10
- <i>Rolled</i>	\$2.59	\$4.52
Minimum Charge EACH	\$14.67	\$22.00
Pipe,Steel Casing,Construction Steel,Lumber Viz: Poles & Piling, Petroleum orPetroleum Products in Packages	.39	.98
Trailers, Modulars, Mobile Homes - <i>Non Rolling</i>	\$2.57	\$5.04
- <i>Rolling</i>	\$1.47	\$2.74

300 CONTAINERIZED CARGO RATES & RULES

Applies only to containers or shipping platforms moving intact across the port facility.

Rates are in dollars per container.

FULL CONTAINERS -INCOMING AND/OR OUTBOUND FROM NAKNEK

<u>DESCRIPTION</u>	<u>WHARFAGE</u>	<u>HANDLING</u>
20' Van, Flat, Bundles with 5" dunnage	\$124.75 flat rate	\$91.72 flat rate
35'-40' Van, Flat, Bdl, With FK Pock	\$146.75 flat rate	\$110.10 flat rate
35'-40' Van, Flat, Bdl, w/o fk pock	\$191.77 flat rate	\$146.75 flat rate

FULL CONTAINERS-OVERSTOW CHARGED PER COMBINED OFFLOAD & ONLOAD

<u>DESCRIPTION</u>	<u>WHARFAGE</u>	<u>HANDLING</u>
20' Van, Flat, Bundles with 5" dunnage	\$91.72 flat rate	\$91.72 flat rate
35'-40' Van, Flat, Bdle, With FK Pock	\$110.10 flat rate	\$110.10 flat rate
35'-40' Van, Flat, Bdl, W/out FK Pock	\$146.75 flat rate	\$146.75 flat rate

MICELLANEOUS RATES

<u>MICELLANEOUS RATES</u>	<u>IN ADDITION TO ALL OTHER APPLICABLE FEE'S</u>
Over length Cargo- Flats, platforms, etc.	\$24.20 flat rate
Non Stackable Cargo as described in Item 50 Definitions	\$36.30 flat rate
Outbound 40' Van containing refrigerated Herring product	\$75 flat rate. Vessel to vessel transfer for shipment also applies.
Outbound 40' Van containing refrigerated Salmon product	\$150.00 flat rate. Vessel to vessel transfer for shipment also applies.
Outbound 20' Van containing canned Salmon product	\$100.00 flat rate Vessel to vessel transfer for shipment also applies.

HANDLING METHODS

Carriers should make every effort to utilize the Pass/Pass container handling system for all container operations.

In the event the Harbormaster determines that the Pass/Pass system could have been used but was not due to Carrier preference and the Port is required to provide additional laborers the Carrier will be charged per the rates listed in Rule 110.

MIXED PORT CONTAINERS

Mixed port containers that Port employees must unload and reload for the Destination Port will be charged for all additional labor per rates in Rule 110 for sorting, recording and reloading containers, in addition the Wharfage and Handling rates in Rule 290

PAPERWORK

Any container arriving at the Port by any means without proper paperwork will be refused by the Port until required paperwork is provided.

MISCELLANEOUS

Containers moved out of storage areas alongside of the vessel and backloaded will be charges for a time and material basis for re-handling in addition to other charges specified herein.

Rates do not include emptying contents onto the dock or extra handling. Van security and contents are the responsibility of carrier or consignee while stored on Port property.

310 WATER CHARGES

WATER RATES

1-1000 Gallons - \$74

Additional 1000 Gallons or increments thereof - \$14

Should Dock personnel be required to connect, disconnect, roll or put away hoses there will be a minimum charge of 1 hour of attendants time at rates posted in Item 110.

320 ICE CHARGES

ICE RATES

Per ½ Ton (minimum purchase) **\$35.00**

PER TON **\$ 70.00**

Charges include filling customer owned containers and either loading them onto vehicles or placing at the first point of rest where the ice will be handled by the customer. Ice charges do not include crane and/or any other equipment and extra labor time and charges.

330 FUEL TRANSFER CHARGES/RULES

(See Berthing Rules including prior DoS requirements)

MTSA may require the Port to delay or refuse fuel barges due to current Marsec Levels and prior clearance from the COTP.

If the Port must provide additional security above and beyond the capabilities of the Port staff and armed security must be provided by the Port, all additional security charges will be the responsibility of the fuel carrier and will coincide with the DoS.

There will be assessed a eight cent charge (**0.08 PER GALLON**) of fuel transferred from vessel to tanker, tanker to vessel, vessel to vessel, vessel to pipeline and/or pipeline to vessel. This will be along with dockage charges.

All carriers or its agent for dock-side fuel operations, bringing in fuel to transfer to tanker trucks will show proof of fuel clean up equipment aboard each vessel, show proof that tanker trucks are certified to take on fuel and will give the Harbormaster a completed copy of the "DECLARATION OF INSPECTION PRIOR TO BULK CARGO TRANSFER". No fuel will be transferred without proof of the above mentioned requirements and any other Federal, State or Local requirements.

The deliverer of fuel accepts the responsibility and costs for any clean up of fuel that may occur. Port of Bristol Bay will not provide any fuel clean up equipment, hoses, storage tanks, or parking areas for tanker trucks. Port of Bristol Bay reserves the right to refuse the dock for any and all fuel transfers, and may demand of the carrier to have on site inspections by any and all State and Federal agencies involved in fuel transfer and delivery.

The carrier liable for fuel transfer must give proof of liability insurance with Port of Bristol Bay named as certificate holder. This does not relieve the Port of Bristol Bay or holders of Terminal Use Permits from liability for their own negligence.

The carrier of the fuel or its agent is responsible for all clean-up of pipeline, catch barrels and areas affected immediately upon completion of transfer operations. This includes clearing the pipe line located in the Terminal to be fuel free. Should the Port be required to clean or clear the pipeline all cost will be charged to the responsible user.

340 PASSENGER & LUGGAGE RATES

Vessels scheduled to dock at the Port and/or to another vessel docked at the Port, for the sole purpose of Loading or unloading passengers and their luggage will not be charged a dockage fee if they are completed and move away from the dock within a thirty (30) minute period. If vessels take longer than the allotted time period the normal dockage rate will be assessed and charged.

Passengers may cross the dock for no charge as long as they do not disrupt operations. If loading or offloading passengers and/or luggage does cause a disruption of operations the vessel will be charged per man and equipment hours used.

350 SPECIAL CHARGES

Description and Charges

Shrink Wrapping - per average pallet \$ 15.00

Banding - per average pallet \$ 20.00

Other than average pallets and/or cargo will be charged for labor time and material used basis.

360 FISH GRINDER

The Fish Grinder is provided free of charge to the public, the fish grinder will only be operated by an on duty Port employee. The Port employee will only accept approved raw fish waste. Halibut, frozen fish waste or any other meat product of any kind will not be accepted for grinding.

370 BOAT RAMP

The Boat Ramp is provided Free of charge to the Public. All users will comply with all **User Policies & Procedures**. A copy of these procedures can be obtained from the Harbormaster.

380 PARKING

Parking is limited throughout the terminal and will be permitted in the areas listed below. Vehicles parked in an unauthorized area will be moved if keys are found. If vehicle cannot be driven away it will be towed immediately at the owner's expense.

Lower Lot - Fisherman's Dock

Season pass holder priority parking available in designated spaces adjacent to Fishermen's dock. Overflow parking available in upper lot.

Upper Lot

Between fence and highway- at the top of the dock road is public parking for Port users including boat ramp users.

Short Term Parking

For loading and unloading cargo and/or supplies is permitted in front of the LCL warehouse and public restroom. Fishermen's dock parking available on a space available basis. Overflow parking is available at the top of the road.

Temporary five (5) minute parking is permitted behind the Harbormaster office when conducting business in the office. No parking anywhere else around the office is permitted, even temporarily.

Commercial Vehicles

Are permitted temporary parking for loading or unloading of cargo only. Tractors, trucks, chassis, or any other equipment will not be parked anywhere in the terminal at any other time.

390 TRUCK LOADING & UNLOADING INFORMATION

The Harbormaster will establish each season regular daily trucking hours. Hours will be extended based on the demand by cargo customers at the discrimination of the Harbormaster. If Port Operations become too busy truck loading and unloading may be temporarily closed down. The Harbormaster will contact each cargo customer and the trucking companies with the estimated time that the truck operations will be suspended.

400 TERMINAL SECURITY

This Port is under the full jurisdiction of the U.S. MTSA and will comply as required with all enforcement to provide safe and secure cargo operations to and from the Port of Bristol Bay at all times.

No unauthorized persons will be permitted into any cargo areas in the terminal or warehouse. Persons or vehicles found in unauthorized areas will immediately be arrested and charged under all federal, state and local laws pertaining to marine terminal and cargo security.

For more information please contact the Harbormaster – Thank You.

