PORT OF DILLINGHAM
TERMINAL TARIFF NO. 1

ISSUED BY:

PORT OF DILLINGHAM
PO BOX 889
DILLINGHAM, ALASKA 99576

NAMING
RATES, RULES, REGULATIONS AND CHARGES
FOR HARBOR AND PORT FACILITIES AT THE
PORT OF DILLINGHAM
DILLINGHAM, ALASKA

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ISSUED: JULY 1998
REVISED: MAY 2015

PREFACE

Port of Dillingham Terminal Tariff sets out the rates, rules and regulations affecting the conditions of service at the Port. (I)

Dillingham Municipal Code (DMC) Chapter 2.42, Port of Dillingham, lays out the enforcement of regulations. Fines are located in DMC 01.20.040. (I)

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RULE 34 - Terminal Tariff

For application of individual charges, consult the sub-rules contained herein.

RULE 34.1 – General Rules:

Scope:

The rules, regulations, condition, commodity rates and/or charges set forth in this tariff apply to or from the following terminal(s).

Name	Address
Port of Dillingham	PO Box 889 Dillingham, AK 99576

Explanation of Abbreviations and Reference Marks:

Abbreviations:

ANC	Anchorage	LCL	Less than Container Load
AK	Alaska	LDG	Loading
BBL	Barrel	LGTH	Length
BDL	Bundle	LOA	Length Overall
CO	Company	M	1000
COD	Collect on Delivery	M/V	Motor Vehicle
Cont'd	Continued	MAX	Maximum
CS	Case	MIN	Minimum
CTN	Carton	MISC	Miscellaneous
CU	Cubic	MT	Empty
CWT	Centum Weight	NO	Number
DLG	Dillingham	NOS	Not otherwise specified
DIA	Diameter	OS	Overstow
DKG	Dockage	PKG	Package
EA	Each	Sq.	Square
ENTP	Enterprises	ST	Street
Etc.	And so forth	SU/S.U.	Set up
F/V	Fishing Vessel	T/Term	Terminal
FEU	Forty foot equivalent unit	TEU	Twenty foot equivalent unit
FMC	Federal Maritime Commission	Unldg	Unloading
FT	Foot	US/U.S.	United States
GAL	Gallons	Viz	Namely
HDLG	Handling	WA/W.A.	Washington
IE	That is to say	Whfg	Wharfage
Inc.	Incorporated	WS	Working Stow
KD	Knocked Down	WT	Weight
Lbs	Pounds	YD	Yard

RULE 34.1 – General Rules: (continued)

Symbols:

(G)	General Increase or Decrease	(R)	Decrease
(A)	Increase	(I)	New or Initial Matter
(D)	Denotes Deletion	(N)	Reissued Matter
(&)	And	($)	U.S. Currency

(C) Denotes change in wording which results in neither increase nor reduction in rates.

Item 10 – Application of Rates-Acceptance of Tariff:

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

Item 20 – Application of Rates – General:

Rates, charges, rules and regulations provided in this tariff will apply to merchandise received at or shipped from the facilities or properties operated under the jurisdiction and control of the Port of Dillingham. 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.

Item 30 – Berth Priority:

All vessels desiring a berth at the Port of Dillingham shall be afforded space in the following order of priority:

1st priority: Common Carriers (see *Note below*)
2nd priority: Others

Note: Common carriers are defined as those operators who publish tariffs and regular schedules to the Port of Dillingham. Carriers must submit complete manifests to the Port of Dillingham two (2) working days prior to arrival, Saturday, Sunday, and holidays accepted, or priority will be forfeited.

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 BIRTHING PRIORITY OR ORDER OF PRIORITY SHALL BE SOLELY AT THE DISCRETION OF THE PORT DIRECTOR OR DESIGNEE.

RULE 34.1 – General Rules: (continued)

Item 40 –Berth, Rights of Vessels:

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

B. Prior to each docking, all vessels or its' owners or agents must *verbally schedule with the Port Director* or designee the *ETA of the vessel* and specify the *nature and quantity of the cargo* to be handled, AND the *start time for crew to begin the discharge and/or loading operations.* After approval of the scheduling, the Port will provide necessary docking instructions.

C. Vessels requesting to dock for *vessel repairs* will be approved by the Port Director or designee only, prior to docking. Vessels unable to move (at all times) will not be permitted to dock at any time.

D. *Vessels that berth are subject to charges* named in the Rate Sections of the Tariff.

E. *Vessel shall vacate a berth upon demand* of the Port Director or 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 moved. Any vessel refusing to vacate the Port premises upon the request of the Port Director or designee 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.

F. Vessels at berth engaged in loading or discharging *may be required to work overtime* at the discretion of the Port Director or designee.

G. *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 Port Director or designee. Vessels unable to load or discharge cargo due to lack of or a breakdown in equipment will be asked to vacate the dock immediately. Charges for equipment shall be on a time, labor, and materials basis per Item 100 & 110. Vessels vacating berth due to equipment problems will be charged normal dockage fee and any stand-by time accumulated.

H. *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 Port Director or designee.

I. Any *Vessel or Boat improperly docked* will be charged a fee of two hundred ($200) at the discretion of the Port Director or designee.

J. *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 Port Director or designee.

RULE 34.1 – General Rules: (continued)

K. The Port of Dillingham does not perform the services of *line handling*. Such service is arranged by, and is for the account of the agents of the vessel.

L. *All vessels* who 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 Dillingham will in no way assume responsibility or be liable for damages caused by improper line attachments or improper and/or unauthorized docking.

M. *The Port of Dillingham reserves, in any event, the right* to close facilities, refuse service and/or cease operations of the Port at any time.

Item 50 – Definitions:

City Beach and alternate Barge and Scow Staging Area – the beach and properties located within USS 166.

Bulkhead (City) – the bulkhead and loading area adjacent to the Harbor Office within the Dillingham Small Boat Harbor located in USS 66 and USS 172.

Company Gear – Defined as, but not limited to, gear, supplies, autos, gen-sets, spill response containers, equipment, fuel tanks, chassis, bunkhouses, etc. owned by a Common Carrier that is directly related to cargo handling. Company gear will be charged the Empty container rates listed in Item 260, on the gross weight of each item. Carriers may request from the Port Director or designee, a waiver of charges for company gear in special circumstances prior to the arrival of cargo.

Consignee – The person(s), company(ies), named on the Bill-of-Lading, cargo bill, or delivery receipt that the cargo is consigned to be delivered to.

Dock (City) – The City Dock of the Port of Dillingham T-Dock and All Tide Dock located in Block 30, Lots 3, 4, 5, 6, 7, and 8 of Dillingham Townsite, USS 2732A and 2732B.

Dockage or Moorage – Charge assessed against a vessel for docking at a wharf, dock, pier, bulkhead, or other facility or for mooring to a vessel so docked. A mooring refers to any permanent structure to which a vessel may be secured. (C)

Delinquent List – A record of vessels, their owners or agents, or other users of the City Dock of Dillingham who failed to pay charges within the credit period allowed in Items 150 and 160, or who have not furnished proper cargo statements (manifests) as provided in Item 130.

Free Time – A specific period, after consignee has been notified by dock personnel, during which cargo may occupy any Port of Dillingham premises before being subject to wharf demurrage, penalty and/or removal and disposal charges by the Port of Dillingham at the expense of the owner of the goods.

RULE 34.1 – General Rules: (continued)

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:

Cargo/Equipment Type	Free Time	Defined by Note
LCL Cargo	72 Hours	
Full TEUs and FEUs	Next Subsequent Sailing	Note 1
Empty TEUs and FEUs	Next Subsequent Sailing	Note 2
Boats any Length	72 Hours	
Boat Cradles	None	Note 3
All Other Cargo NOS	24 Hours	Note 4
Hazardous Materials	None	
Overstow	30 Calendar Days	Note 5

Note:

1. Full containers left past the first sailing of the expressed destination.
2. Empty containers left past the next subsequent sailing South.
3. Boat cradles shall be removed at the time of vessel lift.
4. NOS cargo free time may be extended at the discretion of the Port Administrator or designee.
5. Overstow cargo removal shall be the responsibility of the consignee.

Handling – The service accorded to cargo movement from end of ship's tackle or terminal's tackle to the first place of rest.

Holidays - Holidays observed at the Port are New Year's Day, January 1; Washington's Birthday, third Monday in February; Beaver Round-Up Day, Friday of Beaver Round-Up; Seward's Day, Last Monday in March; Columbus Day, Second Monday in October; Veteran's Day, November 11; Thanksgiving, Fourth Thursday in November; Friday after Thanksgiving; Christmas, December 25. If a holiday falls on a Saturday, the preceding Friday shall be a legal holiday. In the event that one of the above holidays falls on a Sunday, the following Monday will be considered a holiday for the purposes of this Tariff. (C)

Municipal Terminal – The City Dock, the Staging Area and their associated facilities, such as access roads and adjacent storage area necessary to conduct normal day to day dock operations.

Off-Season – That period from November 1 to March 31.

RULE 34.1 – General Rules: (continued)

Operating Time and Overtime – Operating time for the Port of Dillingham will be:

	Dates From & To	Regular Hours	
Harbor Summer Office Hours	Daily	7 a.m. to midnight	(C)
Harbor Winter Office Hours	Monday-Friday	7 a.m. to 4:00 p.m.	(C)
Dock Summer Office Hours	Monday-Friday	9:00 a.m. to 6:00 p.m.	(C)
Dock Winter Office Hours	Closed November through March		(C)

Over-Length Cargo – Flats, platforms, post flats, and bundles exceeding 20' to 40' that are loaded with cargo extending the rated length of flats, platforms, posts flats, and bundles exceeding 20' to 40' will be charged an additional rate as named in Item 300, Miscellaneous. (C)

Overstow – Any cargo placed on the Port premises from a common carrier or its agent, which is to be transferred to a different vessel or lighterage, which is destined for discharge at another port. Arrangement for transfer of cargo to lighterage is the responsibility of the consignee.

Point or Place of Rest – Area on the terminal facility or other designated City projects which are 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 shall be designated by the Port Director or designee.

Port Facilities – means all piers, floats, berths, parking areas, and other launching, loading, mooring, and repair facilities owned or operated by the city including the small boat harbor, Kanakanak Beach and road access, Wood River Launch, and the dock facilities and property. (I)

Ship's Gear – equipment such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations.

Terminal Storage – storage for which arrangements have been made in advance of vessel or cargo arrival at the City Beach (alternate barge and scow staging area), City Bulkhead, and City Dock, located within the City of Dillingham. Said storage must be arranged for and at the discretion of the City of Dillingham or its representatives.

Top Stowing – any cargo, received by the Port of Dillingham, which is lashed to the top of a container van, full, flat or lift which requires additional lashing to secure. (C)

Transient Moorage – Any vessel which is secured to the floats or to the bulkhead which the owner or operator chooses to pay the daily fee rather than purchase a seasonal sticker. (I)

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 100 for equipment and labor.

Units of Weight:

Cargo: except as otherwise stated, rates apply per one hundred pounds (CWT) as manifested.

Vessel – means a boat, motorboat, ship, waterborne aircraft, houseboat, float, scow, raft, pile driver, or other floating structure or object used for recreational, commercial or other purpose upon the waterway or moored at any place on the waterway. (C)

RULE 34.1 – General Rules: (continued)

Estimated Weights & Weight Disputes – when a weight or a reasonable estimated weight cannot be, or is not provided for the Port, the Port will bill the cargo at an estimated weight, as determined by the Port Director or designee. Adjustments for billing of estimated weights will not be considered unless the carrier provides a certified weight certificate.

Tare Weight- shall be listed on the outside of each item. When items are combined, (e.g.: tanks on flats) the tare weights of each item shall 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 reference is made to "vessel" in this Tariff, the term shall mean any ship, scow, boat, skiff, or barge, either self-propelled or other than self-propelled.

Wharf Demurrage – the penalty charge assessed against freight remaining on the wharf premises after the expiration of free time as described above. Wharf demurrage does not include the charges for dockage, wharfage, handling, sorting, piling, storage, disposal, labor or equipment. Wharf demurrage rates shall be as noted in Item 215.

Wharfage – the charge assessed against any freight placed in transit shed or on a wharf, or passing through, across, over or under a wharf, or transferred between vessels, or loaded 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.

Working Stow – any cargo not destined for the Port of Dillingham that has to be removed from a vessel and placed on the dock temporarily, before being back loaded to the same vessel from which it was removed, after discharging and/or loading operations are concluded. Responsibility for backloading of working stow is that of the carrier.

Item 60 – Delays:
Delays which may be occasioned in loading, unloading, receiving or delivering freight as a result of commotions, riots or strikes of any person in the employ of the City of Dillingham or others, as arising from any other cause not reasonably within the control of the City of Dillingham, will not excuse the owners, shippers, consignees, or carriers of the freight from full wharf demurrage or other terminal charges or expenses, which may be incurred under the conditions stated above.

Item 70 – Dockage or Moorage **– Fee For and Rules:** (C)
The fees shall be assessed on the vessel's gross registered tonnage as follows unless otherwise specified:

From	To	Per Ton	
0	40	$60.00 flat rate	(A)
41	99	$1.56	(A)
100	299	$1.20	(A)
300	1,000	$0.78	(A)
1,001	2,000	$0.56	(A)
2,001	5,000	$0.43	(A)
5,001	OVER	$0.30	(A)

RULE 34.1 – General Rules: (continued)

Following fees apply to the Harbor: (I)

Moorage	32' Fishing Vessel	$280.00 per year	(A/I)
Transient Moorage	32' Fishing Vessel	$45.00 per day	(A/I)
Transient Moorage	Fishing Vessel over 32 feet	$50.00 per day minimum tariff charge by gross tonnage of vessel	(A/I)
Bulkhead		Refer to tonnage rates above	(A/I)

Vessel dockage or moorage fees will be assessed per 24 hour period. Any amount of time over that 24 hour period – the carrier will be charged for another 24 hour period, at the discretion of the Port Director or designee. (C)

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 on the following tide to complete operations will be charged dockage or moorage as though there was no interruption of discharge or loading.

Item 80 – Ramp – Fees for and Rules: (I)

The ramp fees are for launch and haul out of vessels unless otherwise specified in this tariff:

Launch Haulout	$80.00/each direction	(A/I)
Skiffs 20' and under	$80.00/season	(A/I)
Skiffs over 20'	$80.00/per season plus $4/foot over 20 feet	(A/I)
F/V 32' or more	$100.00/year in/out w/o sticker same tide	(I)

Item 90 – Effective Date of Tariff and Changes:

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

Item 100 – 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 Port Director or designee. Reference Vehicle/Equipment Rental Policy.

Equipment Rates	Dry-No Operator	Wet-with Operator	
Small Forklift	$ 50/hour	$125/hour	(A)
Large Forklift	$150/hour	$225/hour	(A)
Manitowoc Crane	$350/hour	$425/hour	(A)
Harbor Boom Crane		$85/hour	(A/I)

RULE 34.1 – General Rules: (continued)

Rental period starts when equipment leaves the Dock or storage area and stops when it is returned to the Dock or storage area. Rentals must be paid in advance. Rental rates do not include sale or use taxes.

Item 105 – 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.

Item 110 – Labor, Charges For:

Charge for labor will be based on a one hour minimum. Labor rates will be charged in dollars per hour as follows:

Type of Labor	Flat Rate	(C)
Equipment Operator	$75.00	(A)
Port Attendant	$75.00	(A)

Item 120 – Liability, Limitation of:

A. No persons other than employees of the holders of authorized "Terminal Use Permits" shall be permitted to perform any services on the wharves or premises of the Port of Dillingham, operating under the authority of the City Council of the City of Dillingham, except upon written authorization of the Port Director or designee. To and under such specific authorization, neither the Port of Dillingham, its agents or holders of authorized "Terminal Use Permits" shall be liable for the injury of such person, nor for any loss, damage or theft occasioned by such person's presence on the Municipal Docks, Wharves, or premises, except that caused by the Terminal Operator's own negligence.

B. If and when other than the holders of authorized "Terminal Use Permits" are permitted to perform services on the wharves or premises of the Port of Dillingham, they shall be liable for the injury of persons in their employ and shall be held responsible for loss, damage, theft occasioned by themselves or persons in their employ.

C. The holders of authorized "Terminal Use Permits" and the Port of Dillingham or others are not responsible for the loss or damage caused by fire, frost, heat, dampness, leakage, weather damage, evaporation, natural shrinkage, wastage, or decay, animals, rats, mice or other rodents, moth, weevil, or other insects, leakage or discharge from fire protection systems, collapse of buildings or structures, breakdown of plant protection systems, breakdown of plant or machinery equipment, or by floats of logs, piling or camel logs required in breasting vessels away from wharf, nor will they be answerable for any loss or damage or delay arising from insurrection, shortage or labor, combinations, riots or strikes of any persons in their employ or in the service of others or from any consequences arising therefrom, except that caused by Terminal Operator's own negligence. (Subject to subrule 34.1, Item 195 herein.)

D. The City of Dillingham and/or Port of Dillingham assumes no responsibility for any vessel tying to any part of the dock facilities.

RULE 34.1 – General Rules: (continued)

Item 130 – Manifests:

Owners, agents, operators or masters of vessels must furnish the Port Director or designee 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 forty-eight hours prior to vessel's arrival.

Outbound Manifest of cargo must be furnished twenty-four hours prior to the loading or unloading.

Lighterage vessels with inbound and outbound cargo, must furnish the Port Director or designee with a cargo manifest with estimated weights prior to loading or off loading.

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, under discretion of the Port Director or designee.

Item 150 – Payment:

All charges named in this Tariff will be assessed against freight, and when not absorbed by the ocean and/or connecting carrier are due from the owner, shipper, or consignee of the freight. 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 vessels. Owners and agents of vessels, if and when permitted to make their own deliveries of freight from the wharf, will be held responsible for payment of any charges against freight delivered by them and accruing to the terminal.

Item 160 – Responsibility for Payment of Charges:

A. Vessels, their owners, agents, masters, shippers and consignees of goods, docking at or using the facilities covered by the Tariff thereby agree to be responsible, jointly, and separately, 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 agreement, contracts or any other conflicting provisions. (C)

B. All charges for services rendered by the Port of Dillingham or for the use of terminal facilities are due and payable in United States of America currency as they accrue upon completion of such services or uses. Failure to pay invoice when presented may place the name of the vessel and its owner, operators, and agents or other user of the facilities, upon a "Delinquent List" if the past due account with the city is in excess of one hundred dollars for more than thirty days. (C)

C. Vessels, whose owners, operators or agents, are on the "Delinquent List" may not discharge to the City Dock or use its facilities until all past due charges are paid. Further, a vessel whose owners, operators, or agents have been on the "Delinquent List" and whose owners or agents have satisfied past due charges, shall, at the discretion of the Port Director or designee, pay a 25% deposit of estimated charges on voyages subsequent to removal from the "Delinquent List" with total charges due upon completion of unloading and/or loading.

RULE 34.1 – General Rules: (continued)

The Port Director or his designee may request payment of all charges in advance as follows:

1. For all charges to the vessel from its owners or agents before a vessel commences its loading or discharging. (C)

2. For all charges to the cargo, from a vessel owner, shipper or consignee, before the cargo leaves the custody of the terminal. (C)

3. For all charges on perishable goods or freight of doubtful value or household goods. (C)

D. For all charges to the cargo and vessel its owners, agents, or other users of the Port of Dillingham are placed on the "Delinquent List" (see Item 160.B.). In the event a vessel, its owner or operator, or other user of the facilities are on the "Delinquent List" all unpaid charges after thirty (30) days of date of invoice, shall accrue interest at the rate of 6% per annum on the unpaid balance or $3.00 minimum, whichever is greater. (C)

Item 170 – Rights Reserved by the Port of Dillingham:

A. Right is reserved by the Port of Dillingham to furnish all equipment, supplies and materials to perform all services in connection with the operation of terminals under rates and conditions named herein.

B. Right is reserved by the Port of Dillingham to enter into an 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.

Item 180 – Right to Refuse, Remove, Transfer, Warehouse, Etc. Freight:

A. *Right to Refuse Freight:* Right is reserved by the Port of Dillingham to refuse to accept, receive or unload or permit any vessel to discharge at cargo terminal or appurtenant premises:

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

2. Freight deemed extra offensive, perishable or hazardous.

3. Freight, the value of which may be determined at less than the probable terminal charges.

4. Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight may be repacked or reconditioned at the discretion of the Port Director or designee. Shipper will be charged on a time and materials basis, according to Items 100 and 110, plus administrative costs, for repacking, in addition to normal wharfage and handling charges. Shipper will be responsible for all expense, loss or damage to freight so handled by the Port of Dillingham.

5. Freight moving in containers or on platforms with a gross weight of 60,000 lbs. or more.

RULE 34.1 – General Rules: (continued)

B. *Right to remove, transfer, or warehouse freight:* Right is reserved by the Port of Dillingham to remove, transfer, or warehouse freight.

1. Hazardous or offensive freight, which, by its nature, is liable to damage other freight, may be immediately removed to other locations or receptacles with all expense and risk for loss or damage for the account of the owner, shipper, agent, or consignee.
2. Freight, which in the judgment of the Port Director or designee, may hamper normal operations of the wharf or terminal.
3. Freight remaining after expiration of free time and freight shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles or removed to public or private warehouse with all expense and risk of loss or damage for the account of the owner, shipper, consignee, agent or carrier as responsibility may appear. (Subject to subrule 34.1, Item 195 herein.)
4. When it is necessary to disassemble or break down trailers or lowboys, the cost thereof shall be for the account of the consignee.

C. *Right to withhold delivery of freight:* Right is reserved by the Port of Dillingham to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full. At the Port Director or designee's discretion, any or all of such freight may be placed in public or private warehouse with all costs of removal and subsequent handling and storage for the account of the owner of the freight.

D. *Right to sell for unpaid charges:* Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs. Freight of perishable nature or of a nature liable to damage other freight may be sold at public auction or private sale without advertising, providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed reasonable time.

E. *Explosives:* The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangement with the Port Director or designee and governed by the rules and regulations of Alaska State Statutes and United States Coast Guard Rules and Regulations.

F. *Collect freight charges, C.O.D. and sight drafts:* The Port of Dillingham shall not be responsible for the collection of collect freight 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.

Item 182 – Paper Work Requirements:

Any freight arriving at the Port by any means without proper paperwork may be refused by the Port, at the discretion of the Port Director or designee, until required paperwork is received. In addition, any freight left at the Port, without the permission of the Port Director or designee and/or without a bill of lading, automatically becomes the property of the Port and may be disposed of immediately. All costs associated with the handling of such freight will be billed on a time and materials basis.

RULE 34.1 – General Rules: (continued)

Item 185 – Open Container - Alcohol:

Open containers and/or consumption of alcohol or controlled substances will not be permitted on any part of the Port's premises. Persons under the influence of alcohol or controlled substances shall not be allowed on any portion of the Port premises. Persons found in violation of these rules 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.

Item 190 – 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 Port Administrator Director or designee, from further use of any wharf, and, in addition, shall be subject to prosecution under applicable Municipal, State, or Federal laws.

Item 195 – Limits of Liability:

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

Item 200 – Standby Time:

Except as otherwise provided, when the Port of Dillingham is required to order labor for a specific service and through no fault of inability of the Port of Dillingham, the work or service is not commenced, causing standby time to accrue, or when work or service after commencement is delayed through no fault of the Port of Dillingham, the party for whom labor was ordered, will at the discretion of the Port Director or designee, be charged the applicable rates provided in Items 100 and 110.

Item 210 – Terminal Storage:

All storage will be provided at the discretion of the Port Director or designee. Terminal storage during the working session, April 1 through October 31, will be assessed $45.00 per month per 100 square feet. Off season storage rates shall be $3.00 per day, or $90.00 per month per 400 square feet storage required, regardless of whether or not the stored items take up the entire lot/lots. Demurrage shall be charged for any stored item for which storage has not been arranged. Demurrage may be waived at the discretion of the Port Director or designee, in the event of stored items being inaccessible due to snow, ice, equipment availability or acts of God.

Item 215 – Demurrage:

After expiration of free time, as described in Item 50, and after consignee's representative has been notified, wharf demurrage will be charged at the rate of $25.00 per day per 400 square feet regardless of whether or not stored item takes up the entire lot(s). This applies to all cargo or for items stored on Port premises. If consignee's representative cannot be reached after three (3) attempts on three (3) separate days demurrage may begin. Thirty (30) days after written notification has been sent to consignee, cargo or stored items shall become property of the Port of Dillingham and may be disposed of immediately. All costs associated with the handling of such items will be billed to the consignee on a time and materials basis.

RULE 34.1 – General Rules: (continued)

Item 220 – Unloading:

Should any vessel mooring at the public dock be unable to unload because of ship's tackle, or other equipment, the ship may be unloaded using the public dock crane at the discretion of the Port Director or his designee. Charges for unloading shall be charged for on a time and material basis per Items 100 and 110.

Item 230 – Users of Dock, Responsibility of:

Users of Port of Dillingham property will be required to maintain the Port in an orderly manner as directed by the Port Director or his designee. If user does not properly clean property used, the Port Director will order the work performed, and the user will be billed for time and materials per Items 100 and 110 plus twenty-five (25%) for administrative costs. Users, damaging Port of Dillingham property, will be responsible for cost of repairs. Users will be billed for repairs to damaged property on a time and materials basis, per Items 100 and 110 plus a fee not to exceed twenty-five (25%) of such costs for administration.

Item 232 – Water Service:

Fresh water will be furnished vessels at the discretion of the Port Director or his designee and at the following rates:

0 to 1,000 gallons:	$50.00 flat charge	(A)
Additional water over 1,000 gallons:	$4.00 per 100 gallons or any part thereof	(A)

Water may be denied if sale would create shortage in the community.

Item 237 – Vessel Lift:

Commercial fishing vessels not exceeding 32 feet in length or commercial herring skiffs not exceeding 36 feet in length may receive boat lift service including lifting out of the water or launching to the water or for lifting to or from a trailer to a container flat on a time and materials basis, with a minimum one (1) hour charge, per Items 100 and 110. Such vessels are exempt from wharfage and handling charges under Item 260, except as in Note 1 below.

Note 1: If vessel exceeds above specified length or require special lifting gear, such charges will be in accordance with Item 260 or set by the Port Director or his designee at the time service is performed.

Item 240 – Wharfage and Handling Charges, Application of:

Wharfage rates named in this Tariff will be charged for all merchandise received over the cargo dock or bulkhead of the Port of Dillingham and will be in addition to all other charges made under provision of this Tariff, except:

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

RULE 34.1 – General Rules: (continued)

2. One-half wharfage named herein will be charged on Merchandise discharged or loaded overside of vessel directly to or from vessel or to the water, when vessel or vessels are berthed at the wharf.

3. Working stow cargo will be charged one-half (1/2) of wharfage and handling charges, provided such cargo is not removed from the wharf prior to reloading to the vessel.

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.

RULE 34.2 – Wharfage and Handling Rules:

Item 260 – LCL Cargo:

LCL rates named herein do not include loading, unloading, or delivery to or from consignee or shipper: vehicles, vans, vessels or other conveyances. These services will be provided at no cost to the consignee, however, will be performed at the terminal's convenience. Rates apply only to less than container or loose stow freight. The minimum charge for wharfage shall be $10.00; the minimum charge for handling shall be $15.00 per container, per consignee.

In cents per 100 pounds, unless noted otherwise

DESCRIPTION	Wharfage	Handling	
• Appliances (Household), coal, gas, oil, wood, or electrically operated, namely: Freezers, Ranges, cooking Furnaces, Refrigerators Heaters, Stoves, cooking Heaters, Water, Stoves, heating Furniture, wood or metal, S.U. or not completely K.D. Machines: Dishwashing, Washing, laundry Drying, laundry, Washing & Drying combined Ironing	$ 0.97	$ 1.44	(A)
• Vehicles, Chassis, Trucks and Trailers (other than house trailers) (minimum 6,000 pounds)	$ 0.70	$ 1.22	(A)
• Containerized Vehicles; per vehicle (*Flat Rate <19 ft)*	$ 50.00	$ 50.00	(A)
• Containerized Vehicles; per vehicle (*Flat Rate >19ft)*	$ 60.00	$ 60.00	(A)
• Airplanes, Boats, Boat Kits, Canoes, Skiffs, (ATVs (2, 3 or 4 wheeled), Motor Bikes, Snowmachines, Outboard Motors, Engines	$ 1.10	$ 2.47	(A)
• Commercial F/V up to 32', Herring Skiffs up to 36' (*Flat Rate*)	$200.00	$150.00	(A)
• Empty Containers and Vans	$ 0.15	$ 0.12	(A)
• FREIGHT, N.O.S.	$ 0.41	$ 0.76	(A)
• Glass (Windows)	$ 0.82	$ 1.44	(A)
• Gravel, bulk	$ 1.50/ton		(A/D)
• Insulation, bundled	$ 0.74	$ 1.73	(A)
• Insulation, rolled, polystyrene	$ 1.73	$ 3.76	(A)
• Trailers, Mobile Homes, Modular Bldgs. (Rolling)	$ 2.00	$ 2.40	(A)
• Trailers, Mobile Homes, Modular Bldgs. (non-rolling)	$ 2.40	$ 3.00	(A)

RULE 34.2 – Wharfage and Handling Rules: (continued)

Item 270 – Containerized Cargo:

This item applies only to full containers single shipper, single consignee containers or platforms, moving intact across the dock or bulkhead facility. Rates do not include emptying content onto the dock or bulkhead, sorting, stacking, or loading. (C)

DESCRIPTION	Wharfage	Handling	
All containers (except fish) which exceed minimums	$0.42/CWT	$0.42/CWT	(A)
20' containers (including post flats) with fork pockets (up to 14,000 lbs) Minimum	$120.00		(A)
20-24' flats or bundles with 5" dunnage (up to 18,600 lbs) Minimum	$160.00		(A)
40' containers with fork pockets (up to 20,000 lbs) Minimum	$192.00		(A)
40' flats, containers w/o fork pockets including refrigerated units and bundles w/o dunnage (up to 26,500) Minimum	$185.00		
Fish Containers			
20' containers (*Flat Rate*) -effective Feb. 1, 2015	$180.00		(A)
-effective Jan. 1, 2016	$216.00		(A)
-effective Jan. 1, 2017	$259.00		(A)
40' containers (*Flat Rate*) -effective Feb. 1, 2015	$276.00		(A)
-effective Jan. 1, 2016	$331.00		(A)
-effective Jan. 1, 2017	$397.00		(A)

Item 290 – Fuel Transfer Charge:

There shall be a 3.6 cents per gallon charge ($0.036) for all fuel transfers from vessel to tanker, tanker to vessel, vessel to pipeline, and/or pipeline to vessel, with the exception of fuel transfers bound for the electric cooperative. Fuel transfers to the electric cooperative shall be charged at two and one half cents per gallon ($0.025). These charges are in addition to normal dockage charges.

Item 300 – Miscellaneous:

1. *Top Stow Cargo* shall be charged a container minimum plus $25 flat rate.
2. *Overlength Cargo* shall be charged $5.00 for each foot over the rated length for flats, platforms, post flats, in normal wharfage and handling charges.
3. *Mixed Port Containers* that Port employees must unload and reload for the Destination Port, shall be charged time and material per Items 100 and 110, as well as administrative and handling charges.
4. *Garbage Disposal Fees* shall be at $15.00 for garbage disposal in Dock dumpster, at the discretion of the Port Director or designee. Any garbage left anywhere on the Port property will be disposed of for a minimum one hour of labor and equipment charges, per Item 100 and 110, plus administrative charges.

5. Bathhouse Showers $3 for 1st 3 minutes / $1 for each additional minute. (A/I)
6. Campground fees are $5/day or $25/week. (A/I)
7. <u>ICE</u> (A/I)

BBEDC Tote #700	$80 each	(A/I)
BBEDC ½ tote #325	$45 each	(A/I)
Large personal cooler	$10 each	(A/I)
Smaller cooler/bucket	$5 each	(A/I)

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