

# PORT OF BRISTOL BAY

## PORT TARIFF

### **Bristol Bay Borough**

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### ***VHF-12***

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**View, download or print Tariff from:**

**[www.bbbak.us](http://www.bbbak.us)** (Port Department)

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## EXPLANATION OF ABBREVIATIONS

ANC	Anchorage	HDLG	Handling
AK	Alaska	IN/"	Inches
BBB	Bristol Bay Borough	KS	King Salmon
BBBD	Bristol Bay Borough Dock	LBS	Pounds
BBL	Barrel	LDG	Loading
BDL	Bundle	LGTH	Length
BL/BOL	Bill of Lading	LCL	Less than Container Load
BTB/B2B	Barge to Barge	LOA	Length Overall
CDC	Certain Dangerous Cargo	M	1,000
CH/CS	Container High/Container Standard	MSO	Marine Safety Officer
CO	Company	MT	Empty
COD	Collect on Delivery	MTSA	Marine Transportation Security Act
CONT'D	Continued	M/V	Marine Vessel
COTP	USCG Captain of the Port	MAX	Maximum
CS	Case	MIN	Minimum
CTN	Carton	MISC	Miscellaneous
CU	Cubic	NNK/NAK	Naknek
CWT	Hundred Weight	NO	Number
DR	Delivery Receipt	NOS	Not Otherwise Specified
D'HAM	Dillingham	OS	Over stow
DKG	Dockage	PKG	Package
DIA	Diameter	SNNK	South Naknek
DOS	Declaration of Security	SQ	Square
EA	Each	SU/S.U.	Set-up
ENTP	Enterprises	TEU	Twenty Foot Equiv Unit
ETA	Estimated Time of Arrival	TERM	Terminal
ETD	Estimated Time of Departure	UNLDG	Unloading
ETC	And so forth	US/U.S.	United States
FEU	Forty Foot Equiv Unit	WT	Weight
FMC	Federal Maritime Commission	WA/W.A.	Washington
FSO	Facility Security Officer	W/S	Working Stow
FT/'	Foot	YD	Yard
F/V	Fishing Vessel	WFHG	Wharfage
GAL	Gallons	Viz	Namely



## **RULES AND REGULATIONS**

### **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 on cover sheet.

### **020 – APPLICATION OF RATES**

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**

All vessels desiring to berth at the Port of Bristol Bay shall be afforded space in the following order of priority:

- |                           |                               |
|---------------------------|-------------------------------|
| 1 <sup>st</sup> Priority: | Common Carriers               |
| 2 <sup>nd</sup> Priority: | Seafood Shipment and Delivery |
| 3 <sup>rd</sup> Priority: | Other Carriers and 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 PORT FOREMAN.**

### **040 – GENERAL BERTHING RULES**

- Vessels requesting to dock for vessel repairs will be approved by the Port Foreman only, prior to docking. Vessels unable to move (at all times) will not be permitted to dock at any time.
- Vessels that berth are subject to charges named in the Rate Sections of the Tariff.
- Vessels shall vacate the berth upon demand of the Port Foreman 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 Port Foreman 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 \$375.95 per occurrence, at the discretion of the Port Foreman.
- 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.



- 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.
- 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.
- No hot work/repairs are permitted on any vessel until there has been prior authorization by the Port Foreman.
- Vessels moving in and out of the dockage areas will do so in a manner as to NOT create a wake.
- Vessels that have been approved to dock in un-authorized areas will do so for the amount of time permitted by the Port Foreman. 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 see **Item 230**.

#### **040 – CARGO DOCK BERTHING RULES**

These rules are in addition to the General Berthing Rules.

- All Vessels, owners, or agents, desiring to berth at the Port shall, in advance file a Vessel Berthing Application with the Port Foreman in writing. All applications must be approved by the Port Foreman 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.
- Prior to each docking all vessels or vessel owners or agents must verbally schedule with the Port Foreman 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.
- Vessels at berth engaged in loading or discharging may be required to work overtime at the discretion of the Port Foreman.  
Any vessel unable to load or unload cargo due to a lack of ship's tackle or equipment may rent Port equipment at the discretion of the Port Foreman. Vessels unable to load or discharge cargo due to a 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 and 110**. Vessels vacating berth due to equipment problems will be charged the normal dockage fee and any standby time accumulated.
- 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 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 Port Foreman.
- Tying to piling and bull rails is prohibited. All vessels using the cargo dock will use the bits, cleats, and/or fender piling.



## **040 – FISHERMAN'S DOCK BERTHING RULES**

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 Port Foreman. The dockage fees for larger vessels will be the minimum dockage charge for vessels using the Cargo Dock. See **Item 070**.

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.

- Vessels will raft together in an orderly manner.
- All docking in this area will be on a first come, first serve, as space permits basis.
- 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.
- 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.
- Only Vessels that have paid the dockage fee with the Port will be allowed to dock.
- Season Pass Holders will stick 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.
- 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.
- 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 Port Foreman 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 **Item 180**.

Carriers are responsible of notifying shipping customers of Port's Free Time Rules and 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 Port Foreman.**

### **CHECKER AND CHECKING**

An employee who checks and documents all incoming and outgoing cargo. The Port does provide the service of checkers. If a Carrier is unable to provide a checker then the Port is required to provide this service, the carrier must give the Port Foreman a 24-hour notice. The carrier will be charged for the Port's labor rate, per man hour, as listed in **Item 110**.

Consignee will deliver a (hot list) to the Port 24 hours prior to arrival of vessel. If consignee does not supply hot list, then any and all digging charges will apply at a rate of half hour minimum forklift time.

### **COMMON CARRIERS**

Operators, who publish schedules, regularly ship to and from 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 Rate listed in **Item 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 Port Foreman 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 persons or companies 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 of Bristol Bay or Bristol Bay 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 or 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 or Item 070**.

### **EMPTY CONTAINERS OR EQUIPMENT**

Any type of container or flat (including flats with tanks) that is 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

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.

CARGO/EQUIPMENT TYPE	FREE TIME
LCL Cargo from common carriers	72 Hours
LCL Cargo from all other carriers and shippers	72 Hours
Full TEU's and FEU's	Next subsequent sailing - see notes below
Full Containers	30 Days
Empty TEU's	See notes below
Empty FEU's	See notes below
Boats - Any Length	72 Hours
Boat Cradles	72 Hours
All other cargo NOS (Modular's, Auto's, Heavy Equip)	72 Hours
Non-Stackable Cargo	72 Hours
Overstow	30 Days

## CONTAINERS

Left past the first sailing of the expressed destination.

### EMPTY TEU CONTAINERS

Left past the date of Port closure will be charged terminal storage rates provided in **Item 230**.

### EMPTY FEU CONTAINERS

The amount of containers offloaded at the Port for the primary purpose of loading cargo for regular shipments will be determined by the Port Foreman. Any containers remaining after Port closure will be charged terminal storage rates provided in **Item 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 **Item 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, Trans loading, digging out, and/or sorting. Some container handling operations do not include stevedoring services. Additional stevedores or equipment determined necessary by the Port Foreman will be charged by actual man and equipment hours used.

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.

## **HOLIDAYS**

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 Year's Day (January 1)	Labor Day (first Monday in September)
Martin Luther King Day (third Monday in January)	Alaska Day (October 18)
President's Day (third Monday in February)	Veteran's Day (November 11)
Memorial Day (last Monday in May)	Thanksgiving Day (fourth Thursday in November)
Independence Day (July 4)	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. Overtime/holiday rates apply for labor on designated holidays see 110.

## **INSURANCE**

See **Item 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 on load 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. Over stow rates do not apply to LCL cargo.

## **MANIFEST**

See **Item 130** for all manifest information.

## **MINIMUM CHARGE**

All cargo will be charged by the rates listed in **Item 290**, with the minimum charge of \$18.70 Wharfage and \$28.01 Handling.

LCL shipments will be charged a minimum charge of \$18.70 Wharfage and \$28.01 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 delivery receipts 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:

DATES	TERMINAL	WAREHOUSE
April 1 - April 30	Mon - Fri (8am - 4:30pm)	Mon - Fri (8am - 4:30pm)
May 1 - July 31	Mon - Fri (24-hours a day)	Sun - Sat (8am - 8pm)
Aug 1 - Close	Mon - Fri (8am - 4:30pm)	Mon - Fri (8am - 4:30pm)

- Pre-season, post-season or after hours work available by appointment.
- 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 costs.

## 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 the original container and Trans loaded 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

Ships gear (defined as strong backs, lines, hatch covers, walking boards, Cranes, 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 Port Foreman. 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 described 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 FEES 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:

FROM GROSS TONS	TO GROSS TONS	PER TON
0	40	\$93.41 flat rate
41	99	\$2.31
100	299	\$1.86
300	1,000	\$1.22
1,001	2,000	\$0.89
2,001	5,000	\$0.60
5,001	Over	\$0.42

### **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 Port Foreman 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.

### **FISHING VESSELS**

FISHING VESSELS	BY DAY	BY SEASON
Fishing Vessels 32' and under	\$40.00	\$300.00

- Per 24-hour period.
- Subject to space availability.
- With prior authorization, see **Item 040**.



## **KING SALMON PUBLIC BOAT RAMP AND BULKHEAD**

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 Facilities are not responsible for accidents or injuries to persons or property occurring while using Port Facilities.**

### **BIRTH PRIORITY**

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

- 1<sup>st</sup> Priority: Sport fishing boats
- 2<sup>nd</sup> Priority: Commercial fishing vessels 32' feet and under
- 3<sup>rd</sup> Priority: Lighterage and other vessels
- 4<sup>th</sup> 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 \$1617.80

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 any time.

**ALL PROBLEMS OR CONFLICTS SHOULD BE REPORTED TO THE PORT FOREMAN OR THE BOROUGH POLICE DEPARTMENT.**

**For any EMERGENCY call 911**

**Port office: 246-6168**

**Port Foreman cell: 469-0993**

**Borough Police: 246-4222**

All operators, owners, representatives, etc. of vessels should read further information located in **Item 030, Item 040, Item 200, Item 240 and Item 300.**

### **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 or any other equipment, for use on dock premises and elsewhere will be permitted at the discretion of the Port Foreman.

Equipment rental cost herein does not include an operator unless otherwise specified. Equipment authorized by the Port to be rented without an operator will be rented at the hourly rate for the equipment. **Item 110.**

Crane rental 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.**

Any rental other than normal operating hours as described in **Item 050** are subject to overtime and/or standby time as per **Item 220**.

#### **NAKNEK FACILITIES**

<b>EQUIPMENT</b>	<b>PER HOUR</b>	<b>PER DAY</b>	<b>PER WEEK</b>
300-Ton Crane	\$840.00	\$6,720.00	\$33,600.00
140-Ton Crane	\$570.00	\$4,563.36	\$22,819.10
70-Ton Crane	\$428.32	\$3,423.09	\$17,114.32
27-Ton Crane	\$305.61	\$2,444.90	\$12,230.30
43-Ton Forklift	\$356.54	\$2,860.49	\$14,300.13
41-Ton Forklift	\$280.15	\$2,242.31	\$11,210.44
31-Ton Forklift	\$243.10	\$1,935.49	\$9,783.08
26-Ton Forklift	\$224.57	\$1,793.15	\$8,966.74
Mack Dump Truck	\$144.71	\$1,157.62	\$5,788.12
Loader	\$144.71	\$1,157.62	\$5,788.12
Excavator	\$144.71	\$1,157.62	\$5,788.12
VR1056D SkyJack	\$144.71	\$1,157.62	\$5,788.12
Water Truck	\$144.71	\$1,157.62	\$5,788.12
7753 Bobcat	\$128.49	\$1029.12	\$5,144.48
5,000 lbs Forklift	\$112.28	\$898.31	\$4,483.47
Boom Truck	\$92.61	\$740.88	\$3,704.40
Port Skiff	\$85.66	\$683.00	\$3,412.67
Air Compressor	\$33.56	\$265.09	\$1324.32
Light Plant	\$33.56	\$265.09	\$1324.32
Cement Mixer	\$33.56	\$265.09	\$1324.32
Welder	\$33.56	\$265.09	\$1324.32

#### **SOUTH NAKNEK AND KING SALMON FACILITIES**

Equipment at our South Naknek Port Facility includes a 31-ton forklift and a 70-ton crane. There is no equipment located at our King Salmon Port Facility.

#### **OFF-SITE EQUIPMENT RENTAL**

The Port reserves the right to 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. Equipment rental requires a Port Rental Agreement and a Certificate of Insurance.



## **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 per hour as follows:

**Minimum charge will be one half of an hour on any labor, unless otherwise specified.**

TYPE OF LABOR	STRAIGHT TIME	OVERTIME/HOLIDAY
Stevedore/Sm Forklift Op	\$50.93	\$76.40
Large Forklift Operator	\$76.40	\$114.60
Sm Crane Operator	\$76.40	\$114.60
Lg Crane Operator	\$93.76	\$140.65
Port Attendant - Checker	\$50.93	\$76.40
Spill Response	\$85.66	\$128.49

### **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 – LIMITATION OF LIABILITY**

- No persons other than Terminal Use Permit Holders 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 nor 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.
- Terminal Use Permits shall be issued by the Bristol Bay Borough Manager and the Port Foreman.
- 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.
- The Bristol Bay Borough and/or the Port of Bristol Bay assume 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 Port Foreman 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 arrival.

Outbound manifests of cargo must be furnished 24-hours prior to vessel loading or unloading.

Lighterage vessels with inbound or outbound cargo, must furnish the Port Foreman 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:

- A list of all cargo, including company gear, empty containers or equipment that is going to be loaded or unloaded at the facility.
- Description of cargo, gross weight, quantities, shipper, consignee, destination port, originating port.
- 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 Port Foreman 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 Port Foreman.

## **140 - PAYMENT**

All charges named in this Tariff will be assessed against cargo and when not absorbed by the carrier is 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 AND GUARANTEE OF CHARGES**

### **RESPONSIBILITY OF CHARGES**

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:

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



## **TIME OF PAYMENT**

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.

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.

## **COMPLIANCE WITH CONDITION OF BERTH RESERVATION**

Use of Port facilities and services shall comply with the **Item 040** and all other rules and regulations outlined within this Tariff.

## **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 24-hours and an actual claim filed at the Port within three (3) days.

## **170 – RIGHTS RESERVED BY THE PORT OF BRISTOL BAY**

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

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 Federal law governing civil and business relations of all parties concerned.



## **180 – RIGHT TO REFUSE CARGO**

### **RIGHT TO REFUSE CARGO**

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

- Cargo for which previous arrangements for space, receiving, unloading or handling have not been made by the shipper, consignee or the carrier.
- Cargo that does not have a known destination and estimated departure date.
- Cargo deemed extra offensive, perishable or hazardous.
- Cargo, the value of which may be determined at less than the probable terminal charges.
- 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 Port Foreman and all expense, loss or damage incident thereto shall be for the account of the cargo.
- Containers, platforms, or other equipment with a total gross weight of 92,500 lbs or more. This includes the cargo weight plus the container or equipment empty tare weight.
- Cargo that does not comply with all Federal and State Regulations and paperwork requirements for shipment.
- Flats, containers, gen-sets, or any type of cargo that is not self-propelled, without useable fork pockets or top pockets provided to safely handle it with forklifts.

### **RIGHT IS RESERVED BY THE PORT OF BRISTOL BAY, UNDER THE DISCRETION OF THE PORT FOREMAN TO REMOVE, TRANSFER, STORE, OR WAREHOUSE CARGO**

- Hazardous or offensive cargo, which, by its nature is liable to damage other cargo, will be removed to other locations or receptacles. All expense and risk for loss or damage for the account of the owner, shipper, agent or consignee.
- Cargo, which, in the judgment of the Port Foreman, may hamper normal operations of the Port terminal.
- 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.

### **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 Port Foreman'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.

### **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.

### **EXPLOSIVES**

The acceptance, handling or storage of explosives or excessively inflammable material shall be subject to special arrangement with the Port Foreman 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.**



## **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 Port Foreman 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 Port Foreman as soon as possible.

## **200 – GENERAL SAFETY**

### **ALCOHOL**

Open containers and/or consumption of alcohol will not be permitted on any part of the Port 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 Laws and may be denied future access and use of the Port and facilities.

### **FIREARMS**

Firearms are not permitted anywhere in the 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 flames will be allowed in any part of the Port Terminal and facilities without being approved by the Port Foreman before work begins. Any persons 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 AND DRIVING ON THE DOCK**

Walking, driving or parking on the cargo dock is NOT permitted without PRIOR authorization by the Port Foreman 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 Port Foreman 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 \$340.67 fine per spill and possible suspension of dock privileges at the discretion of the Port Foreman.

## **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 Foreman, from future use of any wharf, and, in addition, shall be subject to prosecution under applicable Municipal, State, or Federal Laws.

## **FUELING VESSELS, TANKS AND EQUIPMENT**

All pumping of any type will be approved by the Port Foreman prior to fuel arriving at the terminal. Diesel 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 Port Foreman. 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 **Item 300**.

## **VESSEL & CREW INFORMATION**

Any Vessel or Boat improperly docked will be charged a fee of \$375.95 at the discretion of the Port Foreman or his designee.

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 Foreman.

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 **Item 040**.

## **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 Port Foreman only, prior to any work beginning.

### Waterside:

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



## **210 – CARGO SAFETY**

### **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 provide sufficient cones the Port Foreman 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 able to be lifted 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 back loaded to the vessel before it departs the Port.

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

### **CONTAINER MARKINGS, LABELS, AND 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:

### **In Season Storage:**

<b>DESCRIPTION</b>	<b>CHARGE</b>	<b>PER</b>	<b>PER</b>
LCL - in warehouse	\$1.65	CWT	Day
LCL - outside	\$1.10	CWT	Day
Autos/Vehicles	\$22.05	Each	Day
Heavy Equipment, Modular's	\$33.07	Each	Day
All Other Cargo - NOS	\$4.41	Each	Day
Full 20' Containers	\$5.51	Each	Day
Full 40' Containers	\$11.02	Each	Day
Empty Containers 20' (TEU)	\$3.74	Each	Day
Empty Containers 40' (FEU)	\$7.46	Each	Day
Non-Stackable Cargo	\$22.05	Each	Day
Vessel Storage <50'	\$764.03	Per	Day
Vessel Storage >50'	\$1,273.38	Per	Day

### **Off Season Storage:**

<b>DESCRIPTION</b>	<b>CHARGE</b>	<b>PER</b>	<b>PER</b>
LCL - in warehouse	\$1.07	CWT	Day
LCL - outside	\$.52	CWT	Day
Autos/Vehicles	\$18.67	Each	Day
Heavy Equipment, Modular's	\$18.67	Each	Day
All Other Cargo - NOS	\$3.74	Each	Day
Full Containers	\$3.74	Each	Day
Empty Containers 20' (TEU)	\$3.74	Each	Day
Empty Containers 40' (FEU)	\$7.46	Each	Day
Non-Stackable Cargo	\$18.67	Each	Day
By Lots – 40'x60' in increments thereof	\$673.62	Per Lot	Month
Vessel Storage <50'	\$764.03	Per	Month
Vessel Storage >50'	\$1273.38	Per	Month

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



## **240 – RESPONSIBILITY OF USERS AT DOCK**

Users of Port of Bristol Bay property will be required to maintain the port in the same and orderly manner as directed by the Port Foreman. If user does not properly clean property used, the Port Foreman 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, 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:

FROM	TO	\$ PER FOOT
0'	20'	\$4.48
21'	24'	\$9.38
25'	32'	\$14.01
33'	48	\$18.80
49	65	\$24.31
66	And Over	\$30.11

If vessels require special lifting, gear, handling and such, charges will be set by the Port Foreman 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 shipper's expense.

## **OUTBOUND BOAT CRADLES**

Boat Cradles will be provided by the Vessels owner, agent, or shipper. Within a time period specified by the Port Foreman, 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 DEMURRAGE 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:

DESCRIPTION	CHARGE	PER	PER
LCL - in warehouse	\$1.07	CWT	Day
LCL - outside	\$0.52	CWT	Day
Vessels >20' (summer rate)	\$127.34	Each	Day
Autos/Vehicles	\$18.36	Each	Day
Heavy Equipment	\$18.36	Each	Day
All Other Cargo	\$3.74	Each	Day
Full Containers	\$3.74	Each	Day
Empty Containers - 20' (TEU)	\$3.74	Each	Day
Empty Containers - 40' (FEU)	\$7.46	Each	Day
Non-Stackable Cargo	\$18.67	Each	Day
By Lots - 40'x60'	\$673.62	Per Lot	Month

## **270 – APPLICATION OF WHARFAGE CHARGES**

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 strong backs, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations.

### **BARGE TO BARGE AND/OR OVERSIDE OVERSTOW CARGO**

One-half (1/2) Wharfage named herein will be charged on merchandise discharged or loaded over side 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 over side 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 with the minimum charge of \$18.70 Wharfage and \$28.01 Handling.

### **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 dollars and cents per 100 pounds:

DESCRIPTION	WHARFAGE	HANDLING
Appliances, Furniture (set up or not)	\$0.79	\$1.22
Autos, Pick-Ups, Commercial F/V, Small Trailers (Full TEU container rate per vehicle, vessel, trailer, etc. – EACH. <i>Note 1: Excludes House Trailers, Modular's. Note 2: Overstow items revert to full container rate)</i>	\$158.86	\$116.80
Beer, Ale, Stout, Wine, Brandy, Liquor (Alcohol Content Beverages)	\$0.79	\$2.34
Boat Kits, Canoes, Skiffs, Planes, Tanks (MT)	\$2.05	\$3.69
Cement, Drilling Mud, Fertilizer, Commodities (See <b>Item 280</b> ), Lumber (viz: Plywood, Sheetrock, GlueLams, NOS)	\$0.49	\$0.92
Empty Containers/Vans and Company Gear	\$0.24	\$0.20
Empty Containers/Vans, Shipper Owned	\$18.67	\$28.01
Explosives and HazMat (by special arrangement)	\$5.59	\$5.59
Fish, Seafood - Roe	\$7.46	\$6.00
Fish, Seafood - Raw (pumped)	\$2.92	\$5.06
Fish, Seafood - Raw (in totes or brailers from independent and port approved commercial operators)	\$1.86	\$1.86
Freight NOS, Gravel or Sand (bagged or similarly contained)	\$0.69	\$1.15
Glass	\$1.60	\$2.35
Gravel - Loose, Bulk (per cubic yard)	\$2.24	N/A
Heavy Equipment		
-Lifted	\$0.79	\$1.23
-Ramped	\$0.40	\$0.58
Insulation		
-Bundled	\$1.36	\$2.67
-Rolled	\$3.29	\$5.76
Minimum Charge (Each)	\$18.70	\$28.01
Pipe, Steel Casing, Construction Steel, Lumber (viz: Poles and Piling), Petroleum or Petroleum Products in Packages	\$0.49	\$1.24
Trailers, Modular Homes, Mobile Homes		
-Non-Rolling	\$3.27	\$6.41
-Rolling	\$1.86	\$3.49

## **300 – CONTAINERIZED CARGO RATES AND RULES**

The contents of any containerized cargo shall not exceed a gross weight of 55,000 lbs. Any container contents deemed to exceed 55,000 lbs will not be shipped and may be subject to a \$551.25 charge. All normal cargo handling charges also apply.

Applies only to containers or shipping platforms moving intact across the Port Facility. Rates are in dollars and cents per container.



## **FULL CONTAINERS – INCOMING AND/OR OUTBOUND FROM NAKNEK**

<b>DESCRIPTION</b>	<b>WHARFAGE</b>	<b>HANDLING</b>
20' Van, Flat, Bundles with 5" dunnage	\$158.85 flat rate	\$116.79 flat rate
35'-40' Van, Flat, Bundles with FK Pock	\$186.86 flat rate	\$140.19 flat rate
35'-40' Van, Flat, Bundles without FK Pock	\$244.19 flat rate	\$186.86 flat rate

## **FULL CONTAINERS – OVERSTOW CHARGED PER COMBINED OFFLOAD AND ONLOAD**

<b>DESCRIPTION</b>	<b>WHARFAGE</b>	<b>HANDLING</b>
20' Van, Flat, Bundles with 5" dunnage	\$116.79 flat rate	\$116.79 flat rate
35'-40' Van, Flat, Bundles with FK Pock	\$140.19 flat rate	\$140.19 flat rate
35'-40' Van, Flat, Bundles without FK Pock	\$186.86 flat rate	\$186.86 flat rate

## **MICELLANEOUS RATES**

<b>DESCRIPTION</b>	<b>IN ADDITION TO ALL OTHER APPLICABLE FEES</b>
Over length Cargo - Flats, Platforms, etc.	\$30.70 flat rate
Non-Stackable Cargo as described in <b>Item 050</b>	\$46.22 flat rate
Outbound 40' Van containing refrigerated Herring product	\$95.50 flat rate (vessel to vessel transfer fees for shipment also applies)
Outbound 40' Van containing refrigerated Salmon product	\$191.00 flat rate (vessel to vessel transfer fees for shipment also applies)
Outbound 20' Van containing canned Salmon product	\$127.83 flat rate (vessel to vessel transfer fees 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 Port Foreman 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 at listed the rates per **Item. 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 rates per **Item 110** for sorting, recording and reloading containers, in addition to the Wharfage and Handling Rates in **Item 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 back loaded will be charged 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**

1,000 Gallons - \$85.65

Should Dock Personnel be required to connect, disconnect, roll or put away hoses, there will be a minimum charge of 1-hour of attendant's time at rates posted in **Item 110**.

### **320 – ICE CHARGES**

#### **ICE RATES**

Per ½ Ton – \$50.00

Per Ton – \$100.00

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 AND 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 **\$0.092 PER GALLON** charge 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 dockside 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 Port Foreman 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 cleanup 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 AND 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**

Shrink Wrapping, per average pallet - \$16.53

Banding, per average pallet - \$22.05

Other than average pallets and/or cargo will be charged on a "labor, time and materials 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 and Procedures. A copy of these procedures can be obtained from the Port Foreman.

### **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 public boat ramp users.

#### **SHORT TERM PARKING**

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 parking is permitted beside the Port Foreman's 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 AND UNLOADING INFORMATION**

The Port Foreman will establish each season regular daily trucking hours. Hours will be extended based on the demand by cargo customers at the discrimination of the Port Foreman. If Port Operations become too busy, truck loading and unloading may be temporarily closed down. The Port Foreman 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 may be arrested and/or charged under all Federal, State and Local Laws pertaining to marine terminal and cargo security.

*For more information, please contact the Port Foreman or the Assistant Port Foreman – Thank You.*