

**CITY OF UNALASKA
UNALASKA, ALASKA
REGULAR MEETING
TUESDAY, AUGUST 8, 2017, 6:00 PM
UNALASKA CITY HALL COUNCIL CHAMBERS
AGENDA**

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
RECOGNITION OF VISITORS
ADDITIONS TO AGENDA
MINUTES: July 25, 2017
FINANCIAL REPORT
BOARD/COMMISSION REPORTS
AWARDS/PRESENTATIONS
MANAGER'S REPORT
COMMUNITY INPUT/ANNOUNCEMENTS
PUBLIC INPUT ON AGENDA ITEMS

PUBLIC HEARING

1. ORDINANCE 2017-10: AMENDING UNALASKA CODE OF ORDINANCES CHAPTERS 10.04 AND 11.12 TO CREATE LIENS FOR UTILITY SERVICES AND COSTS OF ABATEMENT
2. ORDINANCE 2017-12: AMENDING THE PORT OF DUTCH HARBOR UNALASKA MARINE CENTER TERMINAL TARIFF

WORK SESSION:

1. Discussion: Transportation study

RECONVENE TO REGULAR SESSION

CONSENT AGENDA

UNFINISHED BUSINESS

1. ORDINANCE 2017-10 – SECOND READING: AMENDING UNALASKA CODE OF ORDINANCES CHAPTERS 10.04 AND 11.12 TO CREATE LIENS FOR UTILITY SERVICES AND COSTS OF ABATEMENT
2. ORDINANCE 2017-12 – SECOND READING: AMENDING THE PORT OF DUTCH HARBOR UNALASKA MARINE CENTER TERMINAL TARIFF

NEW BUSINESS
COUNCIL DIRECTIVES TO MANAGER
COMMUNITY INPUT
ANNOUNCEMENTS
ADJOURNMENT

**CITY OF UNALASKA
UNALASKA, ALASKA
REGULAR MEETING
TUESDAY, JULY 25, 2017, 6:00 PM
UNALASKA CITY HALL COUNCIL CHAMBERS
MINUTES**

The regular meeting of the Unalaska City Council was called to order at 6:00 pm, July 25, 2017, in the Unalaska City Hall Council chambers. Roll was taken:

PRESENT:
Frank Kelty, Mayor (Telephonic)
Rachelle Hatfield
Alejandro Tungul
David Gregory
Yudelka Leclere

ABSENT:
Roger Rowland (Excused)
John Waldron (Excused)

Leclere made a motion to appoint Council Member Gregory as Mayor Pro Tem; Hatfield seconded. Motion passed by consensus.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Gregory led the Pledge of Allegiance.

RECOGNITION OF VISITORS: Marion Davis, Matson

ADDITIONS TO AGENDA: David Martinson, City Manager, added new item Executive Session: Settlement Discussions Regarding Waste Water Treatment Plant

MINUTES: The minutes for the July 11, 2017 meeting were adopted as submitted.

FINANCIAL REPORT: None.

BOARD/COMMISSION REPORTS: None.

AWARDS/PRESENTATIONS: None.

MANAGER'S REPORT: In the packet.

CAPITAL PROJECT UPDATE: In the packet.

COMMUNITY INPUT/ANNOUNCEMENTS:

- PCR
 - Summer Camps
 - Camp Adgayux
 - Heart of the Aleutians
 - Softball Pick-up Games
 - Soccer Games
- Library
 - Teddy Bear Picnic
- Alaska Star Basketball
- VBS

PUBLIC INPUT ON AGENDA ITEMS: None.

PUBLIC HEARING

WORK SESSION:

1. Discussion: Comprehensive Plan 2030 update

RECONVENE TO REGULAR SESSION

CONSENT AGENDA

UNFINISHED BUSINESS

NEW BUSINESS:

1. ORDINANCE 2017-10: AMENDING UNALASKA CODE OF ORDINANCES CHAPTERS 10.04 AND 11.12 TO CREATE LIENS FOR UTILITY SERVICES AND COSTS OF ABATEMENT

Hatfield made a motion to move Ordinance 2017-10 to Second Reading and Public Hearing on August 8, 2017; Leclere seconded.

Roll Call Vote: Tungul – yes; Gregory – yes; Leclere – yes; Hatfield – yes.

Motion passed 4-0.

2. ORDINANCE 2017-12: AMENDING THE PORT OF DUTCH HARBOR UNALASKA MARINE CENTER TERMINAL TARIFF

Hatfield made a motion to move Ordinance 2017-12 to Second Reading and Public Hearing on August 8, 2017; Tungul seconded.

Roll Call Vote: Gregory – yes; Leclere – yes; Hatfield – yes; Tungul – yes.

Motion passed 4-0.

6:55 pm: Leclere made a motion to enter into Executive Session; Hatfield seconded.

EXECUTIVE SESSION

7:18 pm: Council reconvened to Regular Session

COUNCIL DIRECTIVES TO MANAGER

COMMUNITY INPUT

ANNOUNCEMENTS

ADJOURNMENT: The meeting was adjourned at 7:21 pm.

Cat Hazen
City Clerk

To: Mayor and Council

From: David A. Martinson, City Manager

Subject: City Manager's Report

Date: August 8, 2017

UMC Construction: Turnagain continues to make good progress on the UMC construction project. They have begun to install sheet pile and backfill. Progress remains on schedule.

Fire Chief Vacancy: We had a candidate visit and conducted a panel interview. We are hoping the second candidate will be able to continue through the process. If he is, we will invite him out soonest in an effort to make a hiring decision as soon as possible.

Finance: We continue to search for a Finance Director and Controller. Thus far we have been unable to find any qualified, acceptable candidate for either position. Administration is looking for way to improve our compensation and benefits to recruit candidates.

**CITY OF UNALASKA
UNALASKA, ALASKA**

ORDINANCE 2017- 10

AN ORDINANCE AMENDING UNALASKA CODE OF ORDINANCES CHAPTERS 10.04 AND 11.12 TO CREATE LIENS FOR UTILITY SERVICES AND COSTS OF ABATEMENT

WHEREAS, Chapter 9 SLA 17, amending AS 09.45.160, AS 11.46.560, and 29.35.010 to authorize municipal liens was signed into law and effective as of June 13, 2017;

WHEREAS, AS 29.35.010 now states the general powers of a municipality include providing by ordination for the creation, recording, and notice of a lien on real or personal property to secure past due utility fees, costs incurred by the municipality in the abatement of an unsafe or dangerous building, and other fees and charges proceed for by ordinance; and

WHEREAS, AS 09.45.160 and AS 11.46.560 recognize liens provide for by a specific municipal ordinance as valid, lawful liens;

BE IT ENACTED BY THE UNALASKA CITY COUNCIL:

Section 1: **Classification.** This is a code ordinance.

Section 2: **Amendment of UCO §10.04.** Chapter 10.04 of the Unalaska Code of Ordinances is hereby amended by the addition of a new Section 10.04.090 to read as follow:

10.04.090 – Liens.

- (A) Upon any delinquency, the monthly charges, connect and disconnect fees, other charges, penalties, and interest due and owing under this chapter shall constitute a lien of the city upon the subject property.
- (B) Upon any delinquency, monthly charges, connect and disconnect fees, other charges, penalties, and interest due and owing under this chapter shall constitute a lien of the city upon the personal property of consumer.
- (C) A notice of lien for amounts described in this section may be recorded in the office of the district recorder, Aleutian Islands Recording District, Third Judicial District and in the State Recorder’s Office UCC Central File System; however failure to so record said interests shall not be construed as a waiver or abrogation of any and all priorities, rights and interests of the city at law and in equity. Upon full satisfaction of payment of all charges, interest, penalties and costs due and owing to the city, the city shall file a certificate discharging the lien.
- (D) In an action to enforce a lien, the court shall allow as part of the costs all money paid for drawing the lien and for filing and recording the lien claim, and a reasonable attorney fee for the foreclosure of the lien.

Section 2: Amendment of UCO §11.12.130. Section 11.12.130 of the Unalaska Code of Ordinances is hereby amended by to read as follows (struck-through language is deleted; underlined language is added):

11.12.130 – Recovery of Cost

- (A) The abatement official shall keep an account of the costs, including incidental expenses, of abating each public nuisance, and shall render an itemized report in writing to the City Council showing the costs of abatement and manner of abatement and manner of abatement of each public nuisance, including any salvage value relating thereto.
- (B) Upon the completion of the abatement work, the abatement official shall prepare and file with the City Clerk a report specifying the work done, itemizing the total cost of the work, the description of the property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to § 11.12.040. Before the report is submitted to the City Council, a copy of a report shall be posted for at least five days upon the affected premises, together with a notice of the time when the report shall be heard by the City Council.
- (C) “Incidental expenses” including, but are not limited to, the actual expense and cost of the city in the preparation of notices, specifications and contracts, overhead and inspection of the work and the cost of printing and mailing required hereunder.
- (D) The costs, including incidental expenses, of abating each public nuisance shall constitute a lien upon the affected property, and a notice of lien for amounts described in this section may be recorded in the office of the district recorder, Aleutian Islands Recording District, Third Judicial District; however failure to so record said interests shall not be construed as a waiver or abrogation of any and all priorities, rights and interests of the city at law and in equity. Upon full satisfaction of payment of all charges, interest, penalties and costs due and owing to the city, the city shall file a certificate discharging the lien. In an action to enforce a lien, the court shall allow as part of the costs all money paid for drawing the lien and for filing and recording the lien claim, and a reasonable attorney fee for the foreclosure of the lien.
- ~~(D)~~(E) The costs shall be recovered by the city in a civil action, or the city may assess such costs to each and every separate property affected by the abatement as a tax, which shall then be collected as other taxes are collected.
- ~~(E)~~(F) All moneys recovered for the cost of abatement shall be paid into the general fund.

Section 3: Effective Date. This ordinance is effective upon passage.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS _____ DAY OF _____, 2017.

HON. FRANK KELTY
MAYOR

ATTEST:

CAT HAZEN
CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CAT HAZEN, CITY CLERK
THRU: DAVID MARTINSON, CITY MANAGER
DATE: JULY 25, 2017
RE: ORDINANCE 2017-10, AMENDING THE UNALASKA CODE OF ORDINANCES CHAPTERS 10.04 AND 11.12 TO CREATE LIENS FOR UTILITY SERVICES AND COSTS OF ABATEMENT

SUMMARY:

Ordinance 2017-10 authorizes the City to create, record and notice liens on real or personal property to secure past due utility fees and costs incurred by the City in the abatement of public nuisances.

PREVIOUS COUNCIL ACTION: On April 11, 2017 the Council passed Resolution 2017-30, supporting the passage of SB100 authorizing municipal liens.

BACKGROUND: On June 13, 2017 Chapter 9 SLA 17, amending AS 09.45.160, AS 11.46.560, and AS 29.35.010 was signed into law to authorize municipal liens.

DISCUSSION:

Currently the City's main collection tool for delinquent utilities is disconnection of service until delinquent bills are paid. This tool is generally effective against property owners and current tenants, but is completely ineffective against former owners or tenants. The City currently has the option of filing a small claims case to collect delinquent receivables, but that option is only viable if the debtor is still in Alaska, and even with a judgement from the court it is not always possible to collect the amounts owed.

Staff believes that the ability to lien for delinquent utility and abatement charges would be a valuable collection tool. This is particularly true in cases where a property that has associated delinquencies is sold. Under the current law a property could have thousands of dollars of unpaid utility charges outstanding, and if the seller chooses not to pay at the time of sale the City must reconnect services for the new owner and has few effective options to collect the debt from the seller.

ALTERNATIVES:

None

FINANCIAL IMPLICATIONS:

N/A

LEGAL: Ordinance drafted by City Attorney.

STAFF RECOMMENDATION: Staff believes this is a good tool to have to recover costs that are left unpaid.

PROPOSED MOTION: Motion to move Ordinance 2017-10 to second reading and public hearing on August 8th.

CITY MANAGER'S COMMENTS: I recommend Council approve this ordinance.

**CITY OF UNALASKA
UNALASKA, ALASKA**

RESOLUTION 2017-30

**A RESOLUTION OF THE UNALASKA CITY COUNCIL SUPPORTING PASSAGE OF SB 100
AUTHORIZING MUNICIPAL LIENS**

WHEREAS, in 1998, in an effort to discredit unauthorized common law liens recorded against public servants when those individuals disagreed with government action, the legislature passed legislation unintentionally rendering municipal liens unenforceable while preserving the enforceability of state law liens; and

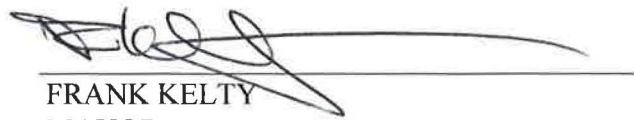
WHEREAS, the ability to provide for the creation, recording, and enforcement of liens has historically been an effective tool used by municipalities to recover unpaid costs incurred by the municipality in providing services such as public nuisance abatement and public utilities; and

WHEREAS, in 2012, the Alaska Supreme Court, in *Cutler v. Kodiak Island Borough*, 290 P.3d 415 (Alaska 2012), held that as liens solely based on municipal law were not recognized as an exception to the definition of nonconsensual liens embodied in AS 09.45.169(2), liens provided for solely by municipal code were unenforceable; and


WHEREAS, SB 100 would return to municipalities the ability to use liens to secure payment for services rendered and costs incurred in addressing public nuisances and in providing utility services by giving liens arising solely under municipal law the same authority state and federal law liens hold under AS 09.45.169(2).

NOW, THEREFORE, BE IT RESOLVED by the Unalaska City Council that the City Council fully supports the passage of SB 100 or similar legislation which authorizes a local government to provide for the creating and recording of municipal liens by ordinance.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11th DAY OF APRIL, 2017.


FRANK KELTY
MAYOR

ATTEST:


CAT HAZEN
CITY CLERK



MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: DAVID MARTINSON, CITY MANAGER
DATE: JANUARY 24, 2017
RE: SENATE BILL 100 AUTHORIZING MUNICIPAL LIENS

SUMMARY:

I received a note from our City Attorney who is involved in a pro bono project with other members of the Alaska Association of Municipal Attorneys with the intent to change state law to allow cities and boroughs the authority to create a municipal lien by ordinance as an additional collection tool for such things as unpaid utility charges and abatement costs. A 2012 Alaska Supreme Court decision currently prevents a city from using a local ordinance to create these liens. The bill the group collectively prepared has recently been introduced as SB 100 and can be viewed on the Legislature's web site. Passing the bill only authorizes such liens. It would remain up to each local government whether to then pass an ordinance creating the lien.

PREVIOUS COUNCIL ACTION: None

BACKGROUND:

Currently the City's main collection tool for delinquent utilities is disconnection of service until delinquent bills are paid. This tool is generally effective against property owners and current tenants, but is completely ineffective against former owners or tenants. The City currently has the option of filing a small claims case to collect delinquent receivables, but that option is only viable if the debtor is still in Alaska, and even with a judgement from the court it is not always possible to collect the amounts owed.

DISCUSSION:

Staff believes that the ability to lien for delinquent utility and abatement charges would be a valuable collection tool. This is particularly true in cases where a property that has associated delinquencies is sold. Under the current law a property could have thousands of dollars of unpaid utility charges outstanding, and if the seller chooses not to pay at the time of sale the City must reconnect services for the new owner and has few effective options to collect the debt from the seller.

ALTERNATIVES:

None

FINANCIAL IMPLICATIONS:

N/A

LEGAL:

N/A

STAFF RECOMMENDATION: Staff believes this is a good tool to have to recover costs that are left unpaid.

PROPOSED MOTION:

CITY MANAGER'S COMMENTS: I recommend Council approve this resolution.

CITY OF UNALASKA
UNALASKA, ALASKA
ORDINANCE NO. 2017-12

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING THE PORT
OF DUTCH HARBOR UNALASKA MARINE CENTER TERMINAL TARIFF

BE IT ENACTED BY THE UNALASKA CITY COUNCIL AS FOLLOWS:

Section 1: Form. This is a Non-Code ordinance.

Section 2: Adoption of a Schedule of Rates and Charges. The Council hereby amends the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff as attached identified as Terminal Tariff #7. This Tariff shall remain in effect until such time as it may be amended by subsequent ordinance.

Section 3. Effective Date. This ordinance shall take effect August 14, 2017.
PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE
UNALASKA CITY COUNCIL THIS _____ DAY OF _____ 2017.

Mayor

ATTEST:

City Clerk

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: PEGGY MCLAUGHLIN, PORTS DIRECTOR
THRU: DAVID MARTINSON, CITY MANAGER
DATE: JULY 25, 2017
RE: **ORDINANCE 2017-12 ADOPTING UNALASKA MARINE CENTER TERMINAL TARIFF 7**

SUMMARY:

Ordinance 2017-12 adopts the new rates and definitions for services provided at the Unalaska Marine Center (UMC) as the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff 7. All rates that are labor or utility based align with the City of Unalaska Schedule of Fees and Services and references Section VI of that document. Wharfage and dockage represent a 3% increase, cruise ship dockage will increase 7%, and fuel throughput will decrease to align with the rate for wharfage calculated as tonnage. Staff recommends approval.

PREVIOUS COUNCIL ACTION:

City Council has approved each iteration of the Tariff and Fee Schedule. Most recently, Council approved Ordinance 2011-08 Adjustment to the Ports Tariff and Fee Schedule in June of 2011. On June 27, 2017, Council began the tariff review process.

BACKGROUND:

The Unalaska Marine Center Tariff or Terminal Tariff 7 outlines the rates, rules and regulations for terminal services at the City of Unalaska and Port of Dutch Harbor's Unalaska Marine Center. Council reviews and approves each update to the tariff. The Terminal Tariff is typically revisited every 5-6 years for review of rates and to revise any rates or regulations that need to be adjusted. The current tariff was adopted June 14, 2011 and went into effect July 1, 2011.

DISCUSSION:

Council began reviewing the Unalaska Marine Center Tariff in June. Council's recommendations for content have been addressed and the rates adjusted to align with the Schedule of Fees and Services. You will see that many of the rates refer to Section VI of the Schedule of Fees and Services. Keeping the tariff and the schedule of fees and services congruent assists us with administering the fees and charges consistently and strengthening

accuracy of billing, as well as accounting for costs versus revenues. The CPI increase is approximately 7% from July 2011 to today. We have adjusted the rate for cruise ships the full 7%. We have reduced the throughput on fuel to align with the wharfage for tonnage, and all other rate increases outlined in the proposed tariff will show a 3% increase. As discussed in January, we will revisit the areas of the tariff that are impacted by CPI with a proposed minimum 2% increase in FY19 and an additional proposed minimum 2% increase in FY20.

ALTERNATIVES:

Council could choose to adopt Ordinance 2017-12 as written; or

Council could choose to not adopt Ordinance 2017-12; or

Council could make additional amendments to the proposed tariff.

FINANCIAL IMPLICATIONS:

Terminal Tariff 7 represents increased rates over Terminal Tariff 6.

LEGAL:

The City of Unalaska is required to have a current tariff outlining its rate structure and services provided.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance 2017-12.

PROPOSED MOTION:

I move to approve Ordinance 2017-12 and to hold a second reading and public hearing on August 8, 2017.

CITY MANAGER'S COMMENTS:

I recommend Council approve Ordinance 2017-12 as discussed.

Attachment:

UMC Terminal Tariff 7(draft)

PORT OF DUTCH HARBOR UNALASKA MARINE CENTER

TERMINAL TARIFF

NAMING

RATES, RULES, AND REGULATIONS

for

TERMINAL SERVICES

at

**THE CITY OF UNALASKA AND PORT OF DUTCH HARBOR'S
UNALASKA MARINE CENTER**

Located at

UNALASKA/DUTCH HARBOR, ALASKA

**TERMINAL TARIFF 7
REVISED AND ADOPTED**

8/08/17

**REVISED 8/8/17
EFFECTIVE 8/14/17**

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

CONVERSION TABLES

1 Pound	-	0.453592	Kilograms
1 Kilogram	-	2.20462	Pounds
1 Short Ton	-	2000	Pounds
1 Short Ton	-	0.892857	Long Tons
1 Short Ton	-	0.907185	Metric Tons
1 Long Ton	-	2240	Pounds
1 Long Ton	-	1016.05	Kilograms
1 Long Ton	-	1.01605	Metric Tons
1 Long Ton	-	1.120	Short Tons
1 Metric Ton	-	2204.62	Pounds
1 U.S. Gallon	-	3.78543	Liters
1 U.S. Barrel	-	42	Gallons
1 Gallon Fresh Water	-	8.34	Pounds
1 Short Ton Fresh Water	-	239.808	Gallons
1 Foot	-	0.304801	Meters
1 Meter	-	3.28083	Feet
1 Metric Ton	-	1.1023	Short Ton

NOTICE TO THE PUBLIC

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

SECTION 1 – GENERAL RULES AND REGULATIONS

ITEM 100 APPLICATION OF TARIFF

(A) GENERAL APPLICATION OF TARIFF

Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff. Information and applications for services are maintained by the Port Director/Harbormaster.

(B) SUBJECT TO CHANGE

The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion or other causes not reasonably within the control of the Port of Dutch Harbor, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis as per Sections 2.5.

(C) TARIFF EFFECTIVE

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

(D) USE OF TERMINAL, DEEMED ACCEPTANCE

Use of wharves or facilities will be deemed as acceptance of this tariff, revisions, or supplements, and the terms and conditions named herein.

(E) RESERVATION OF AGREEMENT RIGHTS

The Port of Dutch Harbor reserves the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state, and national laws governing the civil and business relations of all parties concerned.

ITEM 101

THIRD PARTY ACCESS – INCLUDING STEVEDORE AND LONGSHOREMAN ACCESS 101

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees.

Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port.

(A) CARE IN THE PERFORMANCE OF OPERATIONS

Third party employees shall exercise care in the performance of their operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of any other party

(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS

Any third party operating at the Port of Dutch Harbor shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations

(C) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS

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

(D) THIRD PARTY EMPLOYERS SHALL ENSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK

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

1. Make use of the appropriate facilities and equipment furnished by the Port of Dutch Harbor.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative, with full power to make all operating decisions concerning the third party's work at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port of Dutch Harbor in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of third party operations.
6. Not bring pets/animals or small children to the Port unless permission of the port is specifically granted on an individual basis.

(E) PORT SHALL SUPPLY EQUIPMENT, FACILITIES, AND SERVICE

The Port of Dutch Harbor shall furnish, subject to the conditions and charges stipulated elsewhere in this tariff, the following:

- 1) Access, for third party employees, to the Port of Dutch Harbor property at places and in the manner as may be approved by the Port of Dutch Harbor.
- 2) Port equipment to the extent it is available, required, and dedicated to third party employee use.

All Port of Dutch Harbor equipment utilized by the third party in performing its work is expressly understood to be under the direction and control of the third party and the third party is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the third party to make a thorough inspection and verify the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation of warranty by the Port of Dutch Harbor with respect to such manner. (Subject to ITEM 102 herein.)

All such equipment will be properly used by the third party and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the third party shall pay for the damage to such equipment. Upon determination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted. It shall be incumbent on the third party to make a reasonable inspection of all accesses permitted to and from a work area and the work areas and to verify these are safe places for the access and the work to be performed. There is no representation of warranty by the Port of Dutch Harbor with respect to such matters.

(F) THIRD PARTY EMPLOYER WARRANTY

As a condition to the right to conduct business or operate on the Port of Dutch Harbor property, third party employers shall warrant that all their operations shall be conducted at all time with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on the Port of Dutch Harbor property shall be deemed to be an offer of such warranty by the third party and its acceptance by the Port of Dutch Harbor.

If any breach of these warranties causes or subjects the port to any losses, suits, claims, damages or liabilities, the third party shall defend, indemnify and save harmless and reimburse the City of Unalaska and Port of Dutch Harbor for all such losses, suits, claims, damages or liabilities. (Subject to ITEM 102 herein.)

THIRD PARTY EMPLOYER – DEFINITION

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

(G) INDEMNITY

Third party employers and employees shall defend, indemnify and hold harmless the City of Unalaska and the Port of Dutch Harbor, its employees, and agents from and against any claims, damages, losses, and expenses (including attorney's fees) for injury to or death of any third party employees or for injury to any real or personal property.

(H) INSURANCE

Third party employers shall be required to obtain and/or maintain the following insurance coverage:

Worker's Compensation insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable federal and state statutes and municipal ordinances, and shall carry a minimum of \$1,000,000 in employer's liability insurance (including liability under the Jones Act). Third party employers shall carry and maintain, at their own expense, insurance not less than the amount and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified, including all liability coverage with the exception of Worker's Compensation. There shall be no right of subrogation against the City or its agents, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policy relative to the business and operations conducted on the City of Unalaska's UMC property shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

Commercial General Liability limits not less than \$1,000,000 per Occurrence and \$2,000,000 annual Aggregate for bodily injury and property damage including coverage for premises and operations liability, products and completed operations liability, contractual liability, broad form property damage liability, and personal injury liability. occurring on, in, or about the vessels being loaded by third party employees, or the premises of the Port and the adjoining areas.

Commercial Automobile Liability covering all owned, non-owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each occurrence or loss.

Third party employers shall be required to submit to the City of Unalaska certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the City is to be given 30 days prior written notice of any alteration or cancellation.

**ITEM 102
LIMITS OF LIABILITY**

102

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

ITEM 103

APPLICATION OF RATES

103

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

Users of the Port are required to furnish dock receipts, mate's tickets, certificates, or copies of invoices, certified by the shipper to be true and correct, and acceptable to the Port.

Specific commodity rates will take precedence over any general or N.O.S. rates.

All current rates & fee schedules will be available at the Port of Dutch Harbor office.

ITEM 104

INSURANCE

104

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

ITEM 105

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT

105

(A) RESPONSIBILITY FOR CHARGES

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

(B) TERMS AND CONDITIONS OF PAYMENT

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

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

1. By the vessel, its owners, or agents before vessel is assigned a berth and commences its loading or unloading operations.
2. By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port.
3. For all charges on perishable cargo or cargo of doubtful value and household goods, payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment

requirements by the Port.

(C) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS

Use of Port facilities and services shall comply with the Conditions of the UMC Terminal Tariff as published by the Port.

ITEM 106

106

DELINQUENT ACCOUNTS

(A) TIME OF DELINQUENCY

All invoices will be declared delinquent 31 days after the date of the invoice. A monthly finance charge of 0.875% (10.5% per annum) will be applied to all accounts 60 days and older.

(B) COSTS AND EXPENSES RECOVERABLE

Should it become necessary for the Port to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to and become payable by the non-prevailing party. Such expenses shall include, but not be limited to, a reasonable attorney's fee and all costs of the suit.

(C) DELINQUENT LIST

The Port may record the vessels, their owners or agents whose invoices are delinquent on a Delinquent List. Vessels whose owners, operators or agents are on the Delinquent List may not be allowed to discharge to any Port dock or use any Port facilities until all past due charges are paid. A vessel whose owners, operators or agents have been on the Delinquent List and whose owners, operators or agents have satisfied past due charges must prepay all estimated charges on voyages subsequent to removal from the Delinquent List before being allowed use of any Port facility, unless other arrangements have been made in advance with the City Finance Department.

ITEM 107

107

LIABILITY FOR LOSS, DAMAGES, OR INJURY

(A) LIMITS OF RESPONSIBILITY

The Port of Dutch Harbor will not be responsible for any loss, damage, or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, the Port of Dutch Harbor shall not be liable for any loss, damage or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the Port of Dutch Harbor be involved; not from delay caused by adverse weather; delay caused by shortage of qualified labor, except to the extent that any of the aforesaid loss of damage results from negligent acts or omissions of the Port, its employees or agents. (Subject to ITEM 102

herein.)

(B) LIMITS OF RESPONSIBILITY

If and when others, other than the Port, are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ

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

**ITEM 108
RIGHTS OF THE PORT**

108

(A) RIGHTS RESERVED

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

(B) RIGHTS TO APPROVE

The Port of Dutch Harbor reserves the right to approve, if it so deems necessary, the Vessel agent's or owner/operator's use of their own equipment, supplies and materials and performing all services in connection with the operation of the loading and unloading of cargo and gear.

(C) RIGHT TO REFUSE FREIGHT

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

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

Deemed extra offensive, perishable, or hazardous.

The value of which may be determined as less than the probable Port charges.

Not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port of Dutch Harbor, and all expense, loss or damage incident thereto

will be for account of shipper, consignee, owner or carrier

(D) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which, by its nature, is liable to damage other freight, is subject to immediate removal, either from the wharf or wharf premises, or to other locations within said premises, with all expense and risk of loss or damage for the account of owner, shipper or consignee. (Subject to ITEM 102 herein.)

Freight remaining on wharf or wharf premises after expiration of free time (See ITEM 202), and freight shut out at clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear. (Subject to ITEM 102 herein.)

(E) EXPLOSIVES

The acceptance, handling, or storage of explosives or excessively inflammable material will be subject to special arrangements with the Port of Dutch Harbor and governed by rules and regulations of Federal, State and local authorities. USCG; (TITLE 49 CFR 176.100 & 176.415)

Special arrangements with the Port of Dutch Harbor may include handling fees.

(F) OWNERS RISK

(Subject to ITEM 102 herein.)

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing.

Freight on open ground or on open wharf is at owner's risk for loss or damage.

All watercraft if and when permitted by the Port of Dutch Harbor to be moored, at wharves, or alongside vessels, are at owner's risk or damage.

ITEM 109

SHIPPER REQUESTS AND COMPLAINTS

For dockage and storage, shipper requests and complaints may be made by filing a written statement with the Port Director/Harbormaster. For handling of cargo and gear, requests and complaints must be first submitted to the vessel agent, owner/operator. Any shipper may submit a request or complaint.

109

110

ITEM 110
DEMURRAGE OR DELAYS

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

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

The Port Director/Harbormaster may waive dockage charges for delays caused by extreme weather conditions, when such conditions prevent a vessel from departing at its scheduled time. However, the Port of Dutch Harbor does not accept liability for losses to vessel owners/operators, third party contractors, and others that are caused by adverse weather.

ITEM 111
MANIFESTS REQUIRED OF VESSELS

111

Masters, owners, agents or operators of vessels are required to furnish the Port of Dutch Harbor with complete copies of vessels' manifests showing the port of discharge and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Dutch Harbor. Such manifest must also designate the basis weight or measurement of which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes", mates' receipts, or dock receipts containing all information as required above may be accepted.

SECTION 2 – DEFINITIONS AND SCHEDULE OF CHARGES

SECTION 2.1 – GENERAL DEFINITIONS

ITEM 201
BERTHING

201

Vessels berthing or departing piers or wharves subject to this tariff must use sufficient tugs so the ship can be berthed or removed in a safe manner. Berthing speed shall be of a safe and controlled velocity—for example, the berthing speed shall not exceed 16 feet/minute. Line handlers shall be used as necessary.

ITEM 202
FREE TIME FOR CARGO & MOORAGE

202

(A) DEFINITION OF FREE TIME

1. **CARGO** The initial twelve (12) hour period during which cargo may occupy space assigned to it on terminal property, free of wharf demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo

on or off the vessel.

Free time applies to cargo in storage areas only. Cargo or equipment in working areas or that otherwise interferes with activities at the Port may be moved by the Port. In such cases, labor and equipment charges may be assessed.

2. **MOORAGE** Durations of two (2) hours or less during which a vessel may occupy space assigned to it or terminal property free of moorage charges. Examples of free moorage consist of medical emergencies, and short stops to pick up/drop off personnel.

(B) VESSEL DELAY

When the sailing date of a vessel has been announced or posted by the terminal operator and the sailing date is delayed due to stress of weather, accident, or other emergency, an extension of free time may be granted equivalent to the delay of the vessel, but not to exceed 24 hours. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

(C) COSTS ASSOCIATED WITH VESSEL DELAY

If a vessel exceeds its sailing date and time without proper notice or permission to do so by the port, that vessel may be liable for related costs incurred by the Port. For example, the Port shall not be liable for any charges that may be assessed to the Port by a subsequent dock user that incurs labor costs for gang call-out when this user is unable to access the dock because of the unauthorized delay of the first vessel. The offending vessel shall be liable for such costs, plus a 30 percent administration charge.

ITEM 203

203

LOAD LIMITS

Cargo shall be stacked or piled on piers or wharves so as to produce a uniform loading for the areas covered and to be no greater than than 750 pounds per square foot.

ITEM 204

204

NORMAL WORKING HOURS

Normal working hours of the Port office staff are 0800 to 1700 hours, five (5) days per week except during periods designated by the Port Director as a seven (7) day work week or on Port of Dutch Harbor / City of Unalaska holidays. Holidays are as follows: New Years Day; Martin Luther King, Jr. Day (3rd Monday in January); Presidents' Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day; Labor Day; Veterans Day (11th of November); Thanksgiving Day; Christmas Day; and every day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday. Hours will be posted at the Port Office.

Reservations shall be made by way written notification at least 24 hours in advance so scheduling changes can be made and confirmed during normal scheduled working hours.

Cancellation of a confirmed schedule less than 24 hours in advance may result in a charge of 25% of the applicable LOA rate listed in the UMC tariff.

ITEM 205

205

RESPONSIBILITY FOR HOUSEKEEPING

Users of the Unalaska Marine Center property will be required to maintain it in an orderly manner as directed by the Port Director/Harbormaster. If a user does not properly clean property used, the Port Director/Harbormaster shall order the work performed and the user will be billed at cost, plus a 30% overhead charge.

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

- a) Providing steam or other heating means to assure proper flow of petroleum products requiring such heat.
- b) Removal of temporary lines upon completion of receipt of discharge or flammable liquids.
- c) Preventing or containing any and all spillage or leakage associated with the receipt or discharge of their cargo(s). Spillage and/or leakage of petroleum products or flammables must be cleaned up immediately.
- d) Cleaning all petroleum products from lines located on or adjacent to the Terminal after vessel completes loading or discharge (unless otherwise authorized by the Port Director/Harbormaster).

ITEM 206

206

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.

SECTION 2.2 – DOCKAGE

ITEM 220

220

DOCKAGE – GENERAL INFORMATION

(A) DEFINITION

The charge assessed against a vessel for berthing at a wharf, piling structure, pier,

bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) DOCKAGE – HOW CALCULATED

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip.

In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period.

(C) BASIS FOR COMPUTING CHARGES

Dockage charges will be assessed on the length-over-all of the vessel published in "Lloyds Register". The Port reserves the right to: (a) Obtain the length-over-all from the vessel's register, or (b) measure the vessel.

(D) VESSELS DOCKED TO REPAIR, SHORE, OUTFIT OR OTHER

Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, and store or fumigate while docked at wharf unless otherwise negotiated with Port Director/Harbormaster.

(E) VESSELS REQUIRED TO VACATE BERTH

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

(F) CHARGES ON VESSEL SHIFTING

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

(G) DOCK ASSIGNMENTS

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

(H) RESOURCE ALLOCATION RULES

Vessels not taking or discharging cargo may be required to leave to accommodate vessels intending to take or discharge cargo.

In cases of emergency, the Port Director/Harbormaster shall have full authority to reset berthing and terminal use priorities.

(I) GOVERNMENT SHIPS

The Port may offer US Government non-military and/or US Government contracted vessels the opportunity for up to 1 free 24-hour period of docking per year. All such ships must vacate the dock upon the request of the Harbor Master or Port Director. All other fees will apply to vessels receiving this 24-hour dockage exemption. Government agencies that have use agreements on file with the City of Unalaska will pay for dockage and other services per tariff or as otherwise outlined in individual agreements.

(J) OTHER

The Port Director is permitted to charge rates applicable to other City Dock facilities if such activity is temporary, short in duration, and for the convenience of harbor operations. Upon advanced written approval by the City Manager and notification to the Finance Director, the Port Director may also create special rates for activities not covered by the tariff or in the interest of promoting services to new customers. Promotional rates shall not last more than one month.

**ITEM 225
DOCKAGE – FEES AND CHARGES**

225

DOCKAGE RATES/ CARGO TRANSFER

Dockage rates/cargo transfer, expressed in dollars per 12 hour period, will be assessed as follows:

Length Over All in Feet		Charge
<u>Over</u>	<u>But Not Over</u>	<u>Dollars per 12-hour period</u>
0	100	\$177.84
101	125	\$222.88
126	150	\$266.75
151	175	\$353.29
176	200	\$403.08
201	225	\$454.07

226	250	\$503.87
251	275	\$554.83
276	300	\$604.64
301	325	\$655.61
326	350	\$711.33
351	375	\$845.30
376	400	\$901.02
401	425	\$957.93
426	450	\$1,013.64
451	475	\$1,067.00
476	500	\$1,126.27
501	525	\$1,185.55
526	550	\$1,244.83
551	575	\$1,304.10
576	600	\$1,363.39
601	625	\$1,481.94
626	650	\$1,778.34
651	675	\$2,074.72
676	700	\$2,371.11
701	725	\$2,667.49
726	750	\$2,963.89
751	775	\$3,260.28
776	800	\$3,556.66
801		\$3561.10 plus \$4.45 for each foot LOA in excess of 800 ft.

Cruise Ships will be charged at a \$1.85 per foot, per 12 hour period.

Lay-up fees for other vessels using the UMC Dock during period of overflow will be charged at the Spit/LCD rate.

SECTION 2.3 – STORAGE

ITEM 230

230

STORAGE – GENERAL INFORMATION

(A) DEFINITION:

Terminal storage, including closed or covered storage, open or ground storage, bonded storage and refrigerated storage after storage arrangements have been made, is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound cargo or gear after the expiration of free time.

(B) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at

the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

When request for storage is not made prior to arrival of cargo at the terminal, and additional handling is required to move and/or re-pile cargo for storage, all labor and equipment in connection therewith will be assessed per Sections 2.5 and 2.7.

Storage charges are payable in advance and will be computed on the following basis:

- 1) Cargo received for storage will be billed on a daily/monthly rate.

Except as otherwise provided, no free time is allowed under the provisions of this section.

(C) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR Daily STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

**ITEM 235
STORAGE – FEES AND CHARGES**

235

(A) MINIMUM CHARGES (SEE ITEM 270)

(B) STORAGE RATES – OPEN AREAS

Rates herein named apply to storage in open areas. Owner assumes the risk for loss or damage to cargo.

<u>Commodity</u>	<u>Monthly Charge</u>	<u>Daily Charge</u>
All Freight N.O.S.	\$0.43 per sq ft.	\$0.03 per sq ft per day

- (C) WAREHOUSE** Entire Warehouse Full Day \$529.47 ½ Day \$287.76
½ Warehouse Full Day \$264.74 ½ Day \$143.88
¼ Warehouse Full Day \$132.36 ½ Day \$71.93

- (D) LOADING DOCK** \$296.39 per day / whole dock
\$74.08 per day / bay

- (E) MOBILE LOADING RAMPS:** See Section VI of Schedule of Fees and Services

**ITEM 240
WHARFAGE – GENERAL INFORMATION**

240

(A) DEFINITION

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

(B) APPLICATION

Wharfage rates named in this tariff will be charged for all cargo received over the Unalaska Marine Center docks and will be in addition to all other charges made under provisions of this tariff, **Except the following:**

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on the wharf during unloading operations. Fuel handled over wharf will not be considered as ship's stores and will be subject to wharfage (see sections below on fuel and petroleum products).

(C) SHIP'S STORES

Ship's stores dunnage used for vessel's cargo, and repair materials and supplies, when intended for vessel's own use, consumption, or repairs, will all be exempt from assessment of wharfage. Fuel handled over wharf and ballast will not be considered as ship's stores and will be subject to wharfage and other charges that may be incurred.

(D) OVERSIDE

Unless otherwise specified in individual commodity items or unless other arrangements are made with the Port Director/Harbormaster, all freight loaded or discharged overside a vessel directly to or from another vessel (rafted), barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed regular wharfage rates.

ITEM 245

245

WHARFAGE – FEES AND CHARGES

(A) MINIMUM CHARGES: (SEE ITEM 270)

(B) SCHEDULE OF CHARGES

Unless otherwise specified, charges are in dollars per short ton.

<u>Commodity</u>	<u>Charge</u>
Bulk Commodities, dry, N.O.S. (unloaded by owner's equipment)	\$4.74
Seafood	\$4.74
Vessel Gear & Equipment	\$4.74 Crab Pots/Cod Pots
Other Pots	See Section VI of Schedule of Fees and Services
Petroleum or Petroleum Products – flowage fee ¹ per U.S. gallon, or negotiated contract rate.	\$4.74 or \$.017
Bulk Petroleum Products – inbound	Subject to contract and negotiations

¹flowage fee charge to distributor is applicable unless preferential use agreement is in place or other contract has been negotiated.

ITEM 246

246

WHARF DEMURRAGE

(A) DEFINITION

A charge assessed against cargo/equipment remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. After expiration of free time demurrage will be assessed.

(B) MINIMUM CHARGES: (SEE ITEM 270)

(C) RATES

Except as otherwise provided below, Wharf Demurrage will be assessed at the following rates. Owner assumes the risk for loss or damage to cargo/equipment.

Per 24 hour day or part thereof, per square foot

<u>First 12 hours</u>	<u>After 12 hours</u>
\$0.00	\$0.57

SECTION 2.5 – HANDLING

ITEM 250

250

HANDLING – GENERAL INFORMATION

(A) DEFINITION

Handling, when performed at the terminal, is the service of moving cargo or fishing gear from the end of ship's tackle on the wharf to the first place of rest on the wharf, or from the first place of rest on the wharf to within reach of ship's tackle on the wharf. It includes ordinary sorting, breaking down, and stacking on the wharf. Charges will be made at the man-hour and equipment rental rates. Charges for handling are assessed against vessels, their owners, operators, or the party ordering the service.

(B) LINE HANDLING

The Port Director/Harbor Master will not make any arrangements for handling of lines, cargo or gear. No preference will be given to any labor force working the terminal. All labor must be contracted through shipping agents, stevedoring agencies or vessel agent, owner/operator.

All vessels must have line handlers appropriate for vessel size and current conditions.

(C) RIGHT TO HANDLE FREIGHT RESERVED

The Port of Dutch Harbor reserves the right in all instances for vessel owners and

operators to select qualified labor to perform the services of handling cargo. The labor selection is at their discretion and shall be in accordance with the requirements of this tariff.

ITEM 255 **255**
HANDLING – FEES AND CHARGES

(A) MINIMUM CHARGE: (SEE ITEM 270)

(B) SCHEDULE OF CHARGES

<u>Commodity or Activity</u>	<u>Charge</u>
Vessel Gear & Equipment	cost plus 18%
Putrid or Rotten Fish Products	cost plus 18%
Heavy Metal Discard or Similar ¹	cost plus 18%
Handling Flammable Material	cost plus 18%
Cleaning and Other	cost plus 18%

(1) Disposal of Items not normally accepted by the landfill

SECTION 2.6 – LABOR

ITEM 260 **260**
LABOR RATES

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

ITEM 265 **265**
SPECIFIC LABOR COST SERVICES

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

- 1) Services for inspection and cleaning, etc. – See, for example, Section 2.5 - Handling. Materials and supplies furnished by the Port of Dutch Harbor in connection with services shall be billed at actual cost plus 18% for administration costs.

When equipment is used in performance of services, the charge will not be less than the tariff rate as shown ITEM 276.

ITEM 267 **267**
SCHEDULE OF MAN-HOUR RATES

Unless otherwise stated herein, the basic rate for Port labor per man-hour is provided

in Section VI of the schedule of fees and services.

ITEM 268

Security (TWIC)

Security that is required, but not provided by the owner, shipper, agent, or USCG regulations, will be provided by the Port and will be assessed at the following rates per hour for labor:

Straight Time	See Section VI of Schedule of Fees and Services
Over Time	See Section VI of Schedule of Fees and Services
Double Time	See Section VI of Schedule of Fees and Services
Security set-up/tear down	See Section VI of Schedule of Fees and Services
Security Administration	See Section VI of Schedule of Fees and Services

ITEM 270

270

MINIMUM CHARGES

Unless otherwise specified under individual items in this tariff or supplements thereof, the following minimum charges shall apply:

Handling	\$ Labor + 18%
Service and Facilities	\$ Labor + 18%
Storage –	
- Open Areas	\$ 57.56
Wharfage	\$225.26
Wharf Demurrage	\$ 115.10

Minimum charge based on 1 hour labor plus 18%.

ITEM 271

271

ELECTRIC SERVICE FOR VESSELS

Electric service for vessels must be arranged through the Harbor Office at least two hours in advance of required service.

Vessels using City-supplied electrical shore power at the UMC Dock will be charged the following:

Hook-up Fee	See Section VI of Schedule of Fees and Services
Energy Charge, per kWh:	See Section VI of Schedule of Fees and Services
Demand Charge, per kWh:	See Section VI of Schedule of Fees and Services

ITEM 272 **272**
FRESH WATER FOR VESSELS

Water must be arranged through the Harbor Office.

Fresh water will be furnished vessels as follows:

<u>VOLUME</u>	<u>RATE</u>
First 1,000 gallons(includes hook-up) Services	See Section VI of Schedule of Fees and Services
Each additional 1,000 gallons or fraction thereof Services	See Section VI of Schedule of Fees and Services

ITEM 273 **273**
WASTEWATER SERVICES FEES FOR VESSELS

Wastewater service for vessels must be made through the Harbor Office. The fees for discharge of vessel wastewater through the UMC sewer line are:

Hook-up Fee:	\$57.56
Rate per 24 hours or portion thereof:	
LOA 0'-300'	\$80.57
LOA 301'-600'	\$149.63
LOA over 600'	\$218.70

ITEM 274 **274**
FUEL FLOWAGE FEE

Unless otherwise specified in a preferential use agreement or other contract, charges will be assessed on fuel as described in ITEM 245 (Wharfage).

ITEM 276 **276**
EQUIPMENT RENTAL

(A) RATES

Equipment rental can be arranged. A list of available items and current rates is maintained by the Port Director/Harbor Master.

(B) LESSEE'S AND RENTER'S RESPONSIBILITY

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use of operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Dutch Harbor, such operator shall be under the direction of the Port of Dutch Harbor and such operator shall be responsible for his/her own actions during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of equipment, as well as the competency of the operator. There is no representation or warranties by the Port of Dutch Harbor with reference to such matters.

ITEM 278

278

REFUSE REMOVAL AND SOLID WASTE DISPOSAL CHARGES

Charges will be assessed when a ship places refuse in a Port supplied 40 Yard dumpster and will be billed in increments of 1/4, 1/2, 3/4 or full:

See Section VI of Schedule of Fees and Services

Note: *No wood, pallets, metal, heavy plastics, crab line, poly totes, fish waste, chemical or food additives, or hazardous materials are allowed in dumpsters. If vessels require metal, pallets, plastic, fish waste, or food additives to be hauled to the landfill by the Port Department, the following charges shall apply:*

Pallets or wood, per flatbed truck load See Section VI of Schedule of Fees and Services

Other waste or scrap, per flatbed truck load See Section VI of Schedule of Fees and Services

Additional Administrative Fee 18%

Placing prohibited material in a drop box and/or failure to sort refuse as required by landfill will result in a penalty. The penalty will be equal to any fees incurred by the Port plus a 30% administration charge, or equal to any time and material plus 30%, whichever is greater.

ITEM 280

280

VESSEL OILY WASTE OR GARBAGE DISPOSAL

CONDITIONS COVERING

Vessels that find it necessary to discharge oil waste or garbage at the Port of Dutch Harbor shall contact the Port Director/Harbormaster's office for the name of oily waste or garbage haulers who will be permitted by the Port to provide equipment and operate at the Port facility to receive, haul and dispose of oily waste or garbage. The vessel shall arrange directly with the oily waste or garbage hauler for such services and equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler will be made directly to the oil waste or garbage hauler by the vessel, its agent, charterer, or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler is not an agent or employee of the Port of Dutch Harbor, nor shall the Port of Dutch Harbor be liable for any act, omission or negligence of any such oily waste or garbage hauler. Charges for related services may be assessed to vessels by the Port of Dutch Harbor. The discharge by a vessel of oily waste or garbage at the Port of Dutch Harbor shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and Local regulations.

TRANSPORTATION STUDY 2017-2018

Unalaska, AK



**City of Unalaska
Planning Department
2017**

Purpose

The City of Unalaska is a unique place to live and work in comparison to other US communities. Our island living presents numerous challenges we overcome, including weather, location, and population swings due to transient and temporary workers as well as costs associated with delivering basic goods needed to facilitate living and working on an island here in the Alaskan Aleutians. One of the daily needs for everyone includes transportation to and from work, shopping, and other activities that many rely on walking. Though many communities unsuccessfully encourage walking as a healthy option, for our island population walking may be the only option for a variety of reasons, such as lack of personal vehicle, prohibitive costs, etc. This study will analyze the existing transportation modes used to travel about the island and use the analysis to support transportation recommendations in the Comprehensive Plan. It may also lead to more immediate recommendations about supplementing additional modes of transportation, such as public transit.

Scope

The study will involve observing transportation modes using digital cameras located at several locations. There will be two (2) periods of observation; one during the summer/fall; the other during the winter. Each period will last one month. The observations will focus on the Amaknak Island and along the route generally between the spit and the three way stop at E. Broadway and Fifth Street. A map of the study area and other information, such as camera locations and proposed transit stops, is attached to this document.

The two public transit phases will operate from 6:00 am to 10:00 pm, Sunday through Saturday. We propose three (3) hour driving shifts to be covered by city employees from various departments. A schedule of drivers will be prepared for department approval. We have submitted this project to our risk management for purposes of insurance review. We have received recommendations to only use city employees and to vet them through a process to ensure the utmost safety throughout this study. Using the total number of days and shifts for the week, we need to cover about 36 shifts in each test week. All costs for overtime, gas usage, vehicle maintenance, etc. will be paid for from the Planning Department.

Process

Cameras will record traffic activity at designated locations. Some are public places such as the Parks, Culture & Recreation Center (PCR) while others include private businesses such as Safeway and Alaska Ship Supply. The Planning Department has discussed this project with the businesses and has received approval for locating study cameras on their roofs.

During one week of each observation period the city will provide a transit bus in the observation area. Passengers can board at designated stops or flag the bus down as they are walking along the designated route. Passengers can only get off at designated locations. Observing traffic patterns while the transit is in operation and when it's not, each study period (warm and cold) will yield:

1. Average results for two (2) study periods of three (3) weeks in length that do not offer the public transit (control weeks)
2. Average results for the two (2) transit observation periods (variable weeks).
3. A summary of the activity will be made by counting vehicle and pedestrian traffic each day, and stratify data during the week when the public transit operates.

A survey will be offered to everyone who rides the bus. We are investigating the possibility of surveys in multiple languages, but this will be limited to our ability to find reliable translators. If anyone wishes to provide feedback outside of the bus system (including a survey for non-riders), they may come to city hall, select bus stops, or go online to the planning department's website to complete a survey. There will also be a survey for the bus drivers to complete to help identify challenges from a staffing and internal procedure standpoint.

Comprehensive Plan

Information from this study will be used to analyze the public transportation patterns and needs on the island. Data will be used in the Comprehensive Plan and summaries will be provided to the Planning Commission, City Council and the Steering Committee. The Comprehensive Plan is a tool for the city leaders and administration to evaluate future capital improvements, land use, and infrastructure investments. Due to the island's unique attributes there is very little empirical data available about transportation patterns and investment needs based on the type of transportation users here. Thus this study should be of great interest and yield new data heretofore not used in evaluating some aspects of transportation issues on Unalaska.

Timeline

The Planning Department is partnering with Information Services, PCR, the city administration, and the aforementioned private businesses to design and implement this study. The timeline includes a few weeks of preparatory work, including design of viewsheds and installation/re-directing cameras at various locations. There will be two months of observation, with one week of public transit provided in each month. The study includes a warm month (August-September) and a cold month (January-February). Data will be tabulated and analyzed throughout the observation months. It should only take one month to close out the study after concluding the final observation period. Thus the timeline for this project is an August 2017 beginning and April 2018 end dates.

Outcomes

The results of this study will generate data for a variety of uses, chief among them is to aid with any public transit oriented goals / information useful in the city's comprehensive plan. The study should provide objective data about normal traffic patterns during the warm and cold months on the island within the study area. We expect to be able to observe the following at various locations:

1. Average daily pedestrian traffic
2. Average vehicle count
3. Average Taxi Bus usage
4. Daily usage of public transit when offered
5. Any measurable impact public transit may have on average daily taxi bus usage
6. Various information about public transit usage, i.e. use trends, fare threshold
7. Operational issues for transit (driver, weather, fare collection methods, etc.)

Periodic reports about the study will be made to the Planning Commission and the City Council. A final document will be presented to both bodies and used as a part of the Comprehensive Plan. Any goals and recommendations made using this data will be attributed to this study.

City of Unalaska Traffic Survey Cameras

