

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2023-06

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF UNALASKA, as follows:

Section 1: Classification. This is a non-code Ordinance.

Section 2: The Unalaska City Council hereby amends the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff as attached, identified as Terminal Tariff 11. 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 on July 1, 2023.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 13, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Marjie Veeder, CMC
City Clerk



**City of Unalaska
International Port of Dutch Harbor
UNALASKA MARINE CENTER**

**TERMINAL TARIFF
NAMING RATES, RULES, AND REGULATIONS**

for

TERMINAL SERVICES

at

**THE CITY OF UNALASKA
INTERNATIONAL PORT OF DUTCH HARBOR
UNALASKA MARINE CENTER**

Located at

UNALASKA / DUTCH HARBOR, ALASKA

TERMINAL TARIFF 4011

Adopted 6/28/2022 6/13/2023

Effective 7/1/2022 7/1/2023

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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 ----- 2,240 Pounds
1 Long Ton ----- 1,016.05 Kilograms
1 Long Ton ----- 1.01605 Metric Tons
1 Long Ton ----- 1.120 Short Tons
1 Metric Ton ----- 2,204.62 Pounds
1 U.S. Gallon ----- 3.78543 Liters
1 U.S. Barrel ----- 42 Gallons

1 Foot ----- 0.304801 Meters
1 Meter ----- 3.28083 Feet
1 Metric Ton ----- 1.1023 Short Ton

1 Gallon Fresh Water ----- 8.34 Pounds
1 Short Ton Fresh Water ----- 239.808 Gallons

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.

Proposed

SECTION 1 – GENERAL RULES AND REGULATIONS	ITEM NO.
<p>ITEM 100 APPLICATION OF TARIFF</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>100</p>
<p>ITEM 101 THIRD PARTY ACCESS – INCLUDING STEVEDORE AND LONGSHOREMAN ACCESS</p> <p>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.</p> <p>Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port.</p> <p>(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</p>	<p>101</p>

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

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.

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ITEM 103

APPLICATION OF RATES

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

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<p>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.</p> <p>Specific commodity rates will take precedence over any general or N.O.S. rates.</p> <p>As used in this tariff, Schedule of Fees refers to the City of Unalaska Schedule of Fees and Charges then in effect. All current rates & fee schedules will be available at the Port of Dutch Harbor office.</p>	
<p>ITEM 104 INSURANCE</p>	
<p>Rates named in this tariff do not include insurance of any kind.</p>	104
<p>ITEM 105 RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	105

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

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RIGHTS OF THE PORT

(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

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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.

<p>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.</p> <p>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.</p> <p>The Port Director/Harbor Master 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.</p>	<p>110</p>
<p>ITEM 111</p>	
<p>MANIFESTS REQUIRED OF VESSELS 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.</p>	<p>111</p>
<p>SECTION 2 – DEFINITIONS AND SCHEDULE OF CHARGES</p>	
<p>SECTION 2.1 – GENERAL DEFINITIONS</p>	
<p>ITEM 201</p>	<p>201</p>
<p>BERTHING 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.</p>	
<p>ITEM 202</p>	<p>202</p>
<p>FREE TIME FOR CARGO & MOORAGE (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.</p>	

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
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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 750 pounds per square foot.

ITEM 204	204
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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 Year's 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	225
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DOCKAGE – FEES AND CHARGES

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
Over	But Not Over	Dollars per 12-hour period
0	100	\$209.38 \$195.68
101	125	\$262.41 \$245.24
126	150	\$314.06 \$293.54
151	175	\$415.94 \$388.73
176	200	\$474.56 \$443.51
201	225	\$534.59 \$499.62
226	250	\$593.22 \$554.44
251	275	\$653.22 \$640.49
276	300	\$711.87 \$665.30
301	325	\$771.88 \$721.38
326	350	\$837.48 \$782.69
351	375	\$995.21 \$930.10
376	400	\$1,060.81 \$991.41
401	425	\$1,127.81 \$1,054.03
426	450	\$1,193.40 \$1,115.33
451	475	\$1,256.22 \$1,174.04
476	500	\$1,326.01 \$1,239.26
501	525	\$1,395.79 \$1,304.48
526	550	\$1,465.59 \$1,369.74
551	575	\$1,535.36 \$1,434.92
576	600	\$1,605.18 \$1,500.17
601	625	\$1,744.75 \$1,630.61
626	650	\$2,093.71 \$1,956.74
651	675	\$2,442.66 \$2,282.86
676	700	\$2,791.61 \$2,608.98
701	725	\$3,140.55 \$2,935.09
726	750	\$3,489.52 \$3,261.23
751	775	\$3,838.46 \$3,587.35
776	800	\$4,187.41 \$3,913.47
801		\$4,187.41 plus \$5.24 for each foot LOA in excess of 800 ft. \$3698.83 plus \$4.90 for each foot

Commented [PB1]: This is an old rate. Terminal 10's rate is: \$3913.47

Cruise Ships will be charged per tariff.
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

235

STORAGE – FEES AND CHARGES

(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.	\$0.474 per sq ft	\$0.065 per sq ft per day

(C) WAREHOUSE	Entire Warehouse Full Day \$529.47 <u>566.53</u> ½ Day \$287.76 <u>307.90</u>	
	½ Warehouse Full Day \$264.74 <u>283.27</u> ½ Day \$143.88 <u>153.95</u>	
	¼ Warehouse Full Day \$132.36 <u>141.63</u> ½ Day \$71.93 <u>76.97</u>	
(D) LOADING DOCK	\$313.58 <u>335.53</u> per day / whole dock \$83.86 <u>78.37</u> per day / bay	
(E) MOBILE LOADING RAMPS:	See Section I of Schedule of Fees and Services	

ITEM 240	240
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WHARFAGE – GENERAL INFORMATION

(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
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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)	\$5.75537
Seafood	\$5.375.75
Vessel Gear & Equipment.....	\$5.755.37 Crab Pots/Cod Pots
Other Pots: See Section I of Schedule of Fees and Services	
Petroleum or Petroleum Products – flowage fee ¹ : \$5.755.37 or \$.01 89 per U.S. gallon, or negotiated contract rate.	
Bulk Petroleum Products – inbound: Subject to contract and negotiations	
<i>¹flowage fee charge to distributor is applicable unless preferential use agreement is in place or other contract has been negotiated.</i>	

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	\$0.6 40

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/Harbormaster 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 I of the Schedule of Fees and services.

ITEM 268

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 I of Schedule of Fees and Services
Over Time	See Section I of Schedule of Fees and Services
Double Time	See Section I of Schedule of Fees and Services
Security set-up/tear down	See Section I of Schedule of Fees and Services
Security Administration	See Section I 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	\$ 60.8865.14
Wharfage	\$ 241.65258.57
Wharf Demurrage	\$ 421.78130.30

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 I of Schedule of Fees and Services	
Demand Charge, per kWh:	See Section I 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:		
VOLUME	RATE	
First 1,000 gallons (includes hook-up)	See Section I of Schedule of Fees and Services	
Each additional 1,000 gallons or fraction thereof	See Section I 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:	\$60.88 65.14	
Rate per 24 hours or portion thereof:		
LOA 0'-300'	\$136.80 146.38	
LOA 301'-600'	\$273.60 292.75	
LOA over 600'	\$218.70 306.25327.69	
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/Harbormaster.		

Commented [PB2]: This old rate was removed for Tariff 10, which has a rate of \$306.25.

(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 I 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 I of Schedule of Fees and Services

Other waste or scrap, per flatbed truck load See Section I 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 VESSEL OILY WASTE OR GARBAGE DISPOSAL	280

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.

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Patrick Bliss, Deputy Port Director
Through: William Homka, City Manager
Peggy McLaughlin, Port Director
Date: May 23, 2023
Re: Ordinance 2023-06: Amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff

SUMMARY: Ordinance 2023-06 adjusts the Unalaska Marine Center Terminal Tariff rates using the Consumer Price Index (CPI) as a guide. The Fee Schedule has increased by 7% in most areas. Amending Terminal Tariff 11 also adjusts the dockage rates for UMC to capture the 7% increase based on CPI and inflation. Staff recommends adoption.

PREVIOUS COUNCIL ACTION: Council adopted Terminal Tariff 6 in 2011; Terminal Tariff 7 in 2017; Terminal Tariff 8 in 2019; Terminal Tariff 9 and Terminal Tariff 10 in 2022. Each year Council reviews and approves the Fee Schedule.

BACKGROUND: The Terminal Tariff regulates the rates charged at UMC for services provided. Terminal Tariff 10 took effect on July 1, 2022. The proposed amendment to the existing tariff adjusts for increases. Anytime the Terminal Tariff is changed or adjusted, it requires Council approval through a non-code ordinance.

DISCUSSION: In 2017, the Fee Schedule was written with rates that applied to all facilities. The UMC Tariff was revised to address fee changes by referencing the appropriate section of the Fee Schedule. Each time rates are adjusted in the Fee Schedule that affect the Terminal Tariff, a non-code ordinance amending and adopting those new rates is required. This Ordinance accounts for the adjustments and aligns Terminal Tariff 11 with the Fee Schedule.

The 7% comes from the increased CPI and inflation. This is applied to most fees in the Fee Schedule and Tariff 11.

ALTERNATIVES: Council could approve Ordinance 2023-06 as proposed; amend it; or vote it down.

FINANCIAL IMPLICATIONS: This ordinance makes the UMC rates consistent with other facilities and the Fee Schedule.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends adoption.

PROPOSED MOTION: First reading: I move to introduce Ordinance 2023-06 and schedule it for public hearing and second reading on June 13, 2023. Second reading: I move to adopt Ordinance 2023-06.

CITY MANAGER COMMENTS: I support Staff's recommendation.