PORT OF KODIAK

TERMINALS TARIFF NO. 13

(Cancels and replaces Terminals Tariff No. 12)

ITEM 1 TITLE PAGE

NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

Naming: Rules, Regulations and Rates for

Wharfage, Loading and Unloading, Wharf Demurrage, Handling, Service and Facilities Charge, Dockage and Other Services at:

The Port of Kodiak Municipal Terminals located at Kodiak, Alaska

ISSUING AGENT:

Monte Anderson, Port and Harbor Interim Director

Telephone (907) 486-8080 FAX (907) 486-8090

E-mail manderson@city.kodiak.ak.us

Issued by:

City of Kodiak City Council 710 Mill Bay Road Kodiak, Alaska 99615

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ITEM 4 ABBREVIATIONS

\$ Dollars % Per Centum BBL Barrel

BM Board Measure
Cu. Ft. Cubic Foot or Feet
Cu. T. Cubic Ton (40 Cu. Ft.)

FMC Federal Maritime Commission

ft. Foot
Hdlg. Handling
KD Knock Down
Lbs. Pounds
Ldg. Loading

LOA Length-over-all Thousand Meas. Measurement Misc. Miscellaneous

NOS Not Otherwise Specified

Sec. Section Storage Stor. SU Set Up Sq. Ft. **Square Foot** Unl. Unloading Specifically Viz. . Wharfage Wfg. Weight Wt.

	Reference Marks
ABB/	Explanation
REF	
[A]	Addition/New
[C]	Change
[D]	Cancel/Eliminated
[1]	Increase
[NC]	No Change
[R]	Reduction/Decrease
%	Percent

ITEM 5 METRIC CONVERSIONS

Metric Conversion factors to be employed in determination of charges assessed under this tariff are as follows:

Measure	Metric Equivalent
1 lb.	0.4536 Kilogram
1 Ton of 2000 lbs.	907.2 Kilogram
1 Inch	2.54 Centimeter
1 Foot	0.3048 Meters
1 Yard	0.9144 Meters
1 Cubic Foot	0.02272 Cubic Meters
40 Cubic Feet	113.27 Cubic Meters
Measure	English Equivalent
1 Kilogram	2.2046 lbs.
1000 Kilograms	2204.6 lbs. or 1.1023 Short Tons
1 Centimeter	0.3937 inches
1 Meter	39.37 inches
1 Cubic Meter	35.314 Cubic Feet

Metric Conversion Table

To Find	Given	Multiply
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (ft. BM in thousands)	MFBMs by 2.36
MFBMs (ft. BM in thousands)	Cubic Meters	Cubic Meters by 0.424

ITEM 6 COMMODITY INDEX

$A\ B\ C\ D\ E\ F\ G\ H\ I\ J\ K\ L\ M\ N\ O\ P\ Q\ R\ S\ T\ U\ V\ W\ X\ Y\ Z$

	ITEM
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B No commodities listed	
C No commodities listed	
D No commodities listed	
E No commodities listed	
F No commodities listed	
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K No commodities listed	
L No commodities listed	
M No commodities listed	

N No commodities listed
O No commodities listed
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Q No commodities listed
R Rock - Wharfage
S No commodities listed
T No commodities listed
U No commodities listed
V No commodities listed
W No commodities listed
X No commodities listed
Y No commodities listed
Z No commodities listed
Return to top of COMMODITY INDEX

SECTION ONE - GENERAL RULES AND REGULATIONS

ITEM 100 [A] LIMITS OF LIABILITY

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

ITEM 101 [A] APPLICATION OF TARIFF

(A) NOTICE TO PUBLIC

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

(B) USE OF FACILITIES, DEEMED ACCEPTANCE

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

(C) RATES SUBJECT TO CHANGE

The rates named in this tariff 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 Kodiak resulting in an increased cost of service, the rates are subject to change, on or after effective date filed with the Federal Maritime Commission.

(D) TARIFF EFFECTIVE

The rates, charges, rules and regulations named in this tariff additions, revisions or supplements thereto, shall apply on all freight received at the terminal on or after effective date of this tariff or effective dates of additions, revisions or supplements thereto, provided, however, that when terminal charges have been prepaid at point of origin, at the terminal tariff rates in effect on date of shipping, such rates prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. Unless otherwise specified, all transit freight received at the terminal and undelivered prior to effective dates of tariff, revisions or supplements thereto, shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn. Rates are applied based on the fiscal year for the City of Kodiak which is July 1 to June 30.

(E) LIABILITY FOR DAMAGE

The vessel assumes liability for damage caused to port facilities by the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

ITEM 102 RIGHTS OF OPERATION AND AGREEMENT RESERVED

(A) RIGHT OF AGREEMENT RESERVED

Right is reserved by the Port of Kodiak to enter into agreements with carriers, shippers, consignees and/or their agents concerning rates and services providing such agreements are consistent with existing local, state and federal law governing the civil and business relation of all parties concerned.

(B) LABOR EMERGENCY [A]

When by reason of strike, boycott, walkout or other condition affecting longshore labor supply or port ability to permit, necessary functions of labor in connection with the receipt and delivery of cargo on a port wide basis, the Port and Harbor Director may declare a period of "Labor Emergency" to exist.

During the period of Labor Emergency, the duration of which shall be fixed by the Port and Harbor Director in recognition of the nature of the emergency encountered, the congestion of facilities, duration of labor disruption, accumulation of cargo involved and other similar factors, Free Time (See ITEM 206) may be extended, Demurrage Charges (See ITEM 108) may be waived. Subject to Notes 1, 2 and 3.

- Note 1: The duration of the Labor Emergency in no case may exceed a period concurrent with the period of actual work stoppage and five work days after.
- Note 2: Cargo of Free Time shall obtain an extension of that Free Time period equal to the duration of the Labor Emergency.
- Note 3: Cargo on Demurrage at the onset of the period of Labor Emergency shall be relieved of the payment of demurrage charges during the period of Labor Emergency and shall instead be assessed Storage Charges for that period. Demurrage status shall be restored with the expiration of the Labor Emergency.

ITEM 103 RESPONSIBILITY

(A) RESPONSIBILITY FOR LOSS, DAMAGE OR DELAYS [A]

The Port of Kodiak will not be responsible for any loss or damage, caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will it be liable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combination, riots, or strikes or any persons in its employ or in the service of others or for any consequences arising there from, except to the extent that any of the aforesaid loss or damage results from grossly negligent acts or omission of the Port, its employees or agents, (Subject to ITEM 100 herein.)

(B) LIABILITY FOR DAMAGES AND/OR INJURY [A]

If and when others than the Port of Kodiak are permitted to perform services on the wharves or premises of the terminal company, 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 person, 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 act 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 Port of Kodiak 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 and 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 attorneys fees.

The indemnification, hold harmless, and non-liability provisions of this section do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the Port, its employees or agents.

(C) DUE DILIGENCE [A]

The Port will not be responsible for any loss damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port. (Subject to ITEM 100 herein.)

ITEM 104 [A] SHIPPERS REQUESTS AND COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the City of Kodiak Port and Harbor Director, 710 Mill Bay Road, Kodiak, Alaska 99615.

ITEM 105 ACCEPTANCE, RETENTION AND DELIVERY OF FREIGHT

(A) RIGHT TO REFUSE FREIGHT

Right is reserved by the Port of Kodiak, without responsibility for demurrage, loss or damage, to refuse to accept, receive or unload or to permit vessels to discharge freight. Freight deemed offensive, perishable, or hazardous, or freight not packed in containers suitable to standing ordinary handling incident to its transportation can also be refused under these provisions.

(B) RIGHT TO REMOVE, REPILE, TRANSFER OR WAREHOUSE FREIGHT

Hazardous or offensive freight which, by its nature, is liable to damage other freight, is subject to immediate removal from the wharf and/or wharf premises with all expense and risk of loss or damage for the account of owner, shipper or consignee.

Freight remaining on wharf or wharf premises after expiration of "Free Time", as defined herein, and freight shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or removed to a public or private warehouse. All expenses and risks of loss and damages are the responsibility of the owner, shipper, consignee, and/or carrier. (Subject to ITEM 100 herein.)

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.

(D) RIGHT TO SELL FREIGHT

Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, provided owner has been given reasonable notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND INFLAMMABLES

Explosives and hazardous or highly inflammable commodities or material may only be handled over, or received on, the facilities of the Port of Kodiak with written consent by

and special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

(F) FREIGHT AT OWNER'S RISK

Owner, shipper, consignee, and carrier shall assume all risk of loss or damage to glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels. (Subject to ITEM 100 herein.)

ITEM 106 RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS

Unless otherwise excepted, prior arrangements must be made with the Port of Kodiak when freight is to be received from, or delivered to, trucks, drays or water carriers on Saturdays, Sundays, holidays or during hours when, under working rules governing labor, the payment of overtime to checkers is necessitated.

The current holidays for the ILWU in Kodiak are: [C]

Holiday	ILWUWork Rules
New Year	No work
Martin Luther King Day	OT
Lincoln Birthday	OT
President's Day	OT
Seward's Day	OT
Cesar Chavez Day	<u>OT</u>
Memorial Day	POT
July 4th	OT
Bloody Thursday	<u>POT</u>
Harry Bridges Day	<u>OT</u>
Labor Day	POT
Alaska Day	OT
Veteran's Day	POT
Thanksgiving	No Work
Christmas	No Work

Note: Dates shown are for calendar year 2020; some holidays are not based on a specific day of the year (e.g., Martin Luther King Day is a federal holiday held on the third Monday of January);

On no-work days, ILWU personnel will not work a ship but they will tie up a ship. No work holidays start at 1500 the day before and end at 0700 the day after.

OT refers to over time, which is paid at time and one half of prevailing wage. If a holiday falls on a Saturday then Friday is the paid holiday. If it falls on a Sunday then Monday is the paid holiday.

POT refers to Penalty Overtime, which is charged at time and a half of the overtime rate. 2.25 times prevailing wage.

ITEM 107 COLLECTION AND GUARANTEE OF CHARGES AND VESSEL BERTH RESERVATION [A]

Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the customer that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

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

- By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations. (Conditions, imposed by the Port, for waiver of cash in advance requirements, are specified in "Conditions of Berth Reservation" - which is incorporated into this tariff under ITEM 107(C)
- 2. By the owner, shipper, or consignee before cargo leaves the custody of the terminal.
- 3. For all charges on perishable cargo or cargo of doubtful value and household goods.

All estimates of Port charges are subject to approval and/or adjustment by the Port.

ITEM 107(A)

/essel Owner/Line Berth Desired /essel Charterer To Load (Commodity Type and Amount) Terms of Affreightment Agency Firm Authorized Individual pplication for reservation of vessel berth and vessel berthing is subject to Regulations ules and Terms of the Port tariff and to the timely filing of the Statement of Financial esponsibility provided and incorporated herewith as Supplement to this Application for essel Berth Reservation. FOR PORT USE ONLY Application Received By: Time/Date: Application Approved By: Time/Date: Berth Assigned					Date
Vessel Charterer To Load (Commodity Type and Amount) Terms of Affreightment Agency Firm Authorized Individual Application for reservation of vessel berth and vessel berthing is subject to Regulations and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for vessel Berth Reservation. FOR PORT USE ONLY Application Received By: Time/Date: Application Approved By: Time/Date:	Vessel	Voyage No.	LOA	ETA	ETD
To Load (Commodity Type and Amount) Terms of Affreightment Agency Firm Authorized Individual Application for reservation of vessel berth and vessel berthing is subject to Regulations Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Yessel Berth Reservation. FOR PORT USE ONLY Application Received By: Application Approved By: Time/Date: Berth Assigned To Discharge (Commodity Type and Amount) Terms of Affreightment Authorized Individual Authorized Individual Authorized Individual Terms of Affreightment Authorized Individual	Vessel Owner/Line	Berth Desired			
Terms of Affreightment Agency Firm Authorized Individual Application for reservation of vessel berth and vessel berthing is subject to Regulations Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for reservation. FOR PORT USE ONLY Application Received By: Time/Date: Application Approved By: Berth Assigned Terms of Affreightment Authorized Individual Time/Date: Time/Date: Vessel ETA:	Vessel Charterer				
Agency Firm Authorized Individual Application for reservation of vessel berth and vessel berthing is subject to Regulations Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Yessel Berth Reservation. FOR PORT USE ONLY Application Received By: Time/Date: Application Approved By: Time/Date: Vessel ETA:	To Load (Commodity Type and Amount)		To Discharge (Commo	odity Type and Amount)	1
Application Approved By: Application Approv	Terms of Affreightment		Terms of Affreightmen	t	
Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Yessel Berth Reservation. FOR PORT USE ONLY Application Received By: Time/Date: Application Approved By: Time/Date: Vessel ETA:	Agency Firm		Authorized Individual		
Application Received By: Application Approved By: Time/Date: Time/Date: Vessel ETA:					
Berth Assigned Vessel ETA:		FOR PORT	USE ONLY		
	Application Received By:				
Special Crane or Cargo Handling Equipment Required:	Application Approved By:		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
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	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Application Approved By: Berth Assigned		Time/Date:		
	Berth Assigned		Time/Date:		

ITEM 107(B)

							Date	
Vessel		Voyage No.	LOA		ETA		ETD	
Vessel Owner/Line		Berth Desired	l l					
Vessel Charterer								
To Load (Commodity Type ar	nd Amount)		To Discharge	(Com	modity Type and Am	ount)		
Terms of Affreightment			Terms of Affreightment					
Agency Firm			Authorized In	dividu	al			
lote: Separate submissierms of the affreightmen Category o		ne cargo.	Responsible Payment		Estimated		Port/Dock Operato	
1. Dockage		101	rayment		Johar Amount		USE	
2. Wharfage								
3. Service and Facility C	harge							
4. Handling								
5. Misc. (Water, Electrici	ty, Etc.)							
6. Security Fee								
Pursuant to the instruction perthing facilities on beha								
et forth in Paragraph C.	(Berth Agent)				, , , , , , , , , , , , , , , , , , ,			
set forth in Paragraph C.								
n connection with the Ap ne undersigned hereby a lesignated below which of Reservation, in a maximular the relevant line items has provided to the under	Acceptance oplication for Vessel Beraccepts responsibility, occorrespond with those commamount not to except, or 125 percent (125% rsigned in writing, in who	th Reservation its own behalesignated in the designated in the designated in the design of such other the design of such other the design of t	nalf, for payme the above Su nt (125%) of th er sum as the	ent of ppler ne ag Port,	the port charges nent to Applicatio gregate estimate after review and	n for Ve d dollar a revision attache	ssel Berth amount shown abo of such estimates ed hereto.	
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ITEM 107(C)

PORT OF KODIAK CONDITIONS OF VESSEL BERTH RESERVATION

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al and Tariff Rule 108 in the Port of Kodiak Terminals Tariff No. 13, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. That party responsible has established credit worthiness acceptable to the Port; or
 - 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
 - E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 108 DEMURRAGE, DELAYS AND WAIVER OF CHARGES

(A) DEMURRAGE – TRANSPORTS OR VESSELS [A]

In furnishing the service of ordering, billing out, loading or unloading trucks, or of handling to and from vessels, no responsibility for any demurrage whatsoever on either trucks or vessels will be assumed by the Port of Kodiak. (Subject to ITEM 100 herein)

(B) DELAYS, WAIVER OF CHARGES [C]

Delays in loading, receiving, delivering, or handling freight arising from combinations, riots, or strikes of any persons in the employ of the Port of Kodiak or in the services of other or arising from any other cause not reasonably within control of the Port of Kodiak, 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.

ITEM 109 BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS [C]

No vessel will be permitted to berth at a facility of the Port of Kodiak without having first made assignment and without such an assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of the freight to be loaded or discharged.

(B) BERTH ASSIGNMENT CONDITIONAL [C]

Berth assignments made by the Port of Kodiak are subject to alteration and revocation in the following conditions:

- 1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
- 2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of delay and may be reduced or avoided by the use of the berth of another vessel which is capable of cargo loading or discharge at the berth.
- 3. Preferential Use Agreements: The Port of Kodiak reserves the right to enter into preferential use agreements subject to City Council approval. Interference with preferential use agreements is not allowed. Preferential use agreements are as follows:
 - Pier 1: Alaska Marine Highway System, Petro Marine Services
 - Pier 2: National Oceanographic and Atmospheric Administration, Petro Star Inc.
 - Pier 3: Matson Navigation Company

4. Whenever the Port deems a danger of congestion exists any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply the Port may order the vessel to vacate the berth.

ITEM 110 VESSELS REQUIRED TO MOVE

(A) ORDERS TO VACATE BERTH [C]

Vessels may occupy a berth, subject to charges named in Item 109, providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth on demand may be moved by tug or otherwise and any expenses, including damages to other vessels, or to wharf structures during such removal, shall be charged to the moved vessel. Vessel at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be added to the account of the vessel's owner, agents, or operators.

Whenever an order to vacate a berth is made by the Port under these rules and the order is not complied with in the time specified in the order, the Port may assess a penalty dockage rate of \$500.00 per hour for each hour the vessel remains on berth after such order has been issued.

ITEM 111 MANIFESTS REQUIRED OF VESSELS [C]

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

ITEM 112 APPLICATION OF RATES

(A) GENERAL APPLICATION OF RATES

Unless specifically provided for otherwise, rate names in this tariff are in dollars and cents per short ton, barrel, or gallon, according to vessel manifest or lading covering shipment when not in connection with vessel. 1,000 kilograms equals 1 metric ton, which has 2,204.6 pounds. A short ton is 2,000 pounds. To determine the number of short tons, divide metric tons by 0.9072.

(B) SPECIFIC COMMODITY RATES PREVAIL [A]

Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or general commodity rates.

ITEM 113 CLASSIFICATION OF TRAFFIC [A]

Vessels, the trade routes on which they operate, and the cargo which they handle are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transshipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classifications whether or not such cargo is moving on through rates and/or through bills of lading:

(A) COASTWISE TRAFFIC

All traffic between West Coast ports of the United States and Alaska.

(B) INTER-COASTAL TRADE

All traffic between ports of the United States, other than West Coast ports, and Alaska.

(C) INTER-ALASKAN TRADE

Traffic between points in Alaska.

(D) FOREIGN AND NON-CONTIGUOUS TRAFFIC

All cargo shipped from or destined to any point not within the limits of the contiguous boundaries of the U.S.A.

<u>ITEM 114</u> INSURANCE [C]

No insurance is included in the rates named in this tariff. The Port of Kodiak shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of the use of Port facilities. If the Port of Kodiak does acquire any such insurance, the charges for that insurance shall be in addition to the fees described in this tariff.

ITEM 115 PORT FACILITIES [A]

The Port of Kodiak has three multi-use facilities.

Pier I – Ferry Dock [230' x 42', 26.6' (MLLW)]

Uses: Ferry terminal, Petro Marine bulk fuel facility, and general use for mooring, loading, unloading of fishing and other types of vessels. No welding or open flames permitted at Pier1 without prior authorization from Port and Harbormaster.

Services: Water, bulk fuel

Stevedoring services can be provided by a qualified stevedore.

• Pier II – City Dock [1050' x 64', 38' (MLLW)]

Use: loading/unloading of commercial freight, cruise ships, government vessels, gear work area, moorage for fishing vessels.

Services: water, sewage discharge, outside storage, warehouse Stevedoring services must be provided by a qualified stevedore.

Pier III – Cargo Terminal: 330' x 110' (940' 'Bollard to Bollard). 38' @ MLLW. Uses: container services/general cargo, 100 gauge container lift
 Stevedoring services are provided exclusively by Matson Navigation Co.

ITEM 116 STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT

(A) AGREEMENTS [C]

Notice is hereby given that the Port of Kodiak reserves the right to enter into stevedoring agreements or terminal operation contracts with such party or parties as it may select, which agreements or contracts may require users of the Port of Kodiak to procure stevedoring services only through the party or operator selected by the City. Any such parties or operators will operate within the rules, regulations, and rates defined in the Port of Kodiak Tariff.

Commercial carriers must use stevedore services at all port facilities except Pier 1. Unless services are requested, the following vessels are exempt from using stevedore services: vessels of the Alaska Marine Highway System, vessels in port at the invitation of the City for special occasions where the ship will be open to the public, U.S. flagged government vessels, including university research vessels, and vessels seeking fuel or other services from Harbor Enterprises dba Petro Marine Services and North Pacific Fuel aka Petro Star and vessels engaged in construction projects for the port of Kodiak. Commercial fishing vessels, catcher-processors and fish processors, and cargo vessels under 300' are also exempt, unless loading or unloading commercial freight or hazardous materials. For this purpose, commercial freight means cargo transported on a vessel under a bill of lading.

For the purpose of this rule, stevedoring services include, but are not limited to line handling, the loading/unloading of cargo between a ship and the point of rest, loading/unloading cargo or baggage to/from trucks or other means of land conveyance

to/from the terminal facility, and accessorial services pertinent thereto, including line handling.

A current list of Terminal Use Permit Holders is available on request from the Port and Harbor Director.

(B) CARE IN THE PERFORMANCE OF OPERATIONS [A]

The Stevedore shall exercise care in the performance of its 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 Stevedore, of the vessel being stevedored or any other party.

(C) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS [A]

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

(D) STEVEDORE AND PORT INDEPENDENT CONTRACTORS [A]

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.

(E) STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK [A]

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

- 1. Make use of appropriate facilities and equipment furnished by the Port.
- 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 stevedoring of vessels 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 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 stevedoring operations.

(F) STEVEDORE WARRANTY [A]

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

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the stevedore shall defend, indemnify and save harmless, and reimburse the Port for all such losses, suits, claims, damages, or liabilities. (Subject to ITEM 100 herein.)

(G) INDEMNITY [A]

(Subject to ITEM 100 herein.) The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses or expenses (including attorney's fees) for the injury to or death of any of the stevedore's employees, agents or invitees, or for damage to or destruction of stevedore's property. The stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any act or omission or breach of these rules by the stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable.

- 1. The indemnification, hold harmless, and non-liability provisions of (G) do not apply to losses, damages, or injuries to the extent such losses, damage, or injuries are occasioned by any negligent acts or omissions of the Port, its employees or agents.
- 2. The stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(H) INSURANCE [A]

(Subject to <u>ITEM 100</u> herein.) The stevedore shall obtain, and shall maintain, the following insurance coverage.

- 1. Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.
- 2. Comprehensive General Liability against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits to bodily injury or death

and property damage of not less than \$1,000,000 for each occurrence and an annual aggregate limit of \$2,000,000.

- 3. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence. Coverage shall include for owned, hired and non-owned vehicles, if applicable.
- 4. The stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days prior notice of any alteration or cancellation.

(I) STEVEDORE RESPONSIBILITY [A]

It shall be the responsibility of the stevedore, its employees, agents or others for whose acts the stevedore is or may be liable to conduct operations on property of the Port in compliance with Port, Federal, State and Municipal Rules and Regulations. Such rules and regulations shall include but not be limited to speed limits, fire regulations, vehicle access and parking.

ITEM 117 EQUIPMENT PROVIDED BY STEVEDORES [A]

The Port of Kodiak does not have equipment for rental by outside parties. Equipment must be provided by the stevedore or other approved vendor.

The 100-foot gauge container crane at Pier III is owned by Matson. Please check with them for rates.

Cranes and boom trucks (up to 150 tons) are available through local vendors for use at Piers I and II. Check with the Harbor Office for a list of contacts.

ITEM 118 VESSEL OILY WASTE OR GARBAGE DISPOSAL [A]

Vessels which find it necessary to discharge oily waste or garbage at the Port of Kodiak shall contact the Port to arrange for services. Payment of charges for the services and equipment provided will be made directly to the Port of Kodiak by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The discharge by a vessel of oily waste and garbage at any terminal at the Port shall only be in accordance with the terms of this tariff item and applicable federal, state and local laws and regulations. Regulated garbage may not be discharged at the Port of Kodiak. As defined by 9 CFR 94.5 (c)(2), garbage is considered regulated, if, when the garbage is on or removed from the means of conveyance, the means of conveyance has been in any port outside the United States and Canada within the previous 2-year period.

Rates and charges assessed vessels by the Port for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste hauler and/or reception facility other that the Port.

The Port can provide labor and equipment, please refer to the Harbor Fee Schedule for current rates at

http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx.

ITEM 119 STORAGE, STAGING AND ASSEMBLING OF NON-CARGO EQUIPMENT AND MATERIALS [A]

The Port, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment, materials and stores.

Staging, storage and assembling of non-cargo equipment, materials and stores on Port terminal facilities will be subject to adherence to directives of the Port and Harbor Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations, ships stores and other materials not deemed as cargo, will be allotted "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergency encountered, congestion of facilities, labor disruptions, or other similar factors, free time may be reduced, eliminated or extended at the discretion and directive of the Port's Executive Director or designee.

Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port charges (See ITEM 206A).

Explosives and hazardous inflammable materials may only be handled over, stored on or received on, the facilities of the Port of Kodiak by special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

End of section, return to **GENERAL INDEX**.

SECTION TWO - COMMODITY RULES, EXPLANATIONS AND RATES

ITEM 201 WHARFAGE

(A) WHARFAGE DEFINED [C]

"Wharfage" means the charge for the use of the wharf that is assessed on all freight passing or conveyed over, under, through or onto wharf premises or loaded or discharged overside vessels berthed at wharf or moored in wharf slip. No services are covered by this charge. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cargo, trucks, drays or water carriers is eventually loaded on vessel.

Note: This wharfage definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: "Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

(B) WHARFAGE ON DIRECT TRANSFER FREIGHT [A]

Unless otherwise specifically excepted, all freight handled direct between transports and vessels will be subject to full wharfage at the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the freight.

(C) EXCEPTIONS [A]

Ship's stores and repair materials and supplies, all when intended for vessels' own use, consumption of repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.

ITEM 202 LOADING AND UNLOADING

(A) LOADING AND UNLOADING DEFINED [C]

The service of loading or unloading cargo between any place on the terminal and trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

ITEM 203 HANDLING

(A) HANDLING DEFINED [A]

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

ITEM 204 WHARF DEMURRAGE [A]

(A) WHARF DEMURRAGE DEFINED

Wharf Demurrage means a charge assessed against cargo remaining in or on terminal facilities after the expiration of Free Time, unless arrangements have been made for storage. Free time is defined in <u>ITEM 101</u>.

(B) COMPUTING WHARF DEMURRAGE

In computing either Wharf Demurrage or storage on freight delivered to a vessel, the day or days vessel is loading will not be considered demurrage for storage days. On freight delivered to transports, trucks or drays, the day freight is loaded or delivered will be considered a Demurrage or storage day.

Demurrage will be assessed at a rate per square foot per day, based on the "foot print" occupied by cargo in the laydown area or for cargo with overhangs, the footprint plus the area under the overhang that the overhang renders unusable for other storage. See Wharf Demurrage Rates (below)

ITEM 205 WHARF DEMURRAGE RATES [A]

Except as otherwise provided, after expiration of Free Time, as defined in ITEM 206, Wharf Demurrage will be assessed after the allowed Free Time at Piers I and II. Wharf demurrage also applies if vessels are berthed at Pier III under the City's reservation of secondary rights at Pier III. Please refer to harbor fees for dry storage for current rates at http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx.

ITEM 206 FREE TIME [C]

(A) FREE TIME DEFINED

"Free Time" means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, 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.

(B) COMPUTING FREE TIME EXCLUSIONS [A]

Except where limited under individual items not to exceed a specified number of days, Free Time is exclusive of Saturdays, Sundays and legal holidays and, unless otherwise specified, is computed from the first 7 a.m. occurring after freight is received or unloaded on wharf or wharf premises or, in case of freight from vessel, from the first 7 a.m. occurring after a vessel completes discharge.

(C) EXTENT OF FREE TIME BY TRAFFIC CLASSIFICATIONS

Unless otherwise provided under individual items, Free Time will be allowed freight according to traffic classifications, as follows:

<u>Traffic Classifications</u> Free Time Allowed [C]

(As defined in ITEM 113

All Cargo Twelve (12) hours

(D) COMMODITIES ALLOWED NO FREE TIME [A]

- (1) Explosives, Inflammables, Hazardous Commodities
- (2) Salvaged Freight, Offensive Freight, when either are so designated

ITEM 207 WHARFAGE RATES [C]

Rates in this section apply on traffic moving in all trade routes. Except as otherwise provided, rates apply to Short Tonnage for general cargo Not Otherwise Specified, Rock and hazardous/contaminated materials and by barrel or gallon for petroleum products in liquid bulk as manifested by vessel for revenue purposes.

When no specific commodity rate is named in this tariff, freight manifested by vessel on a per package basis will be assessed applicable NOS rate by short ton whichever creates greater revenue. Subject to the following limitations:

<u>ltem#</u>	210	211 Per Short Tor	<u>212</u>	213 Inbound per Barrel	214 Outbound per Gallon
	General		<u>Hazardous -</u> Contaminated		
Fiscal Year	Cargo NOS	Rock	Materials	Petroleui	m Products
2020	\$7.40 [I]	\$1.19 [NC]	\$16.30 [I]	\$0.39 [1]	\$0.018[I]
2021	\$7.70 [I]	\$1.25 [I]	\$16.90 [I]	\$0.45 [I]	\$0.05 [1]
2022	\$8.00 [1]	\$1.30 [I]	\$17.50 [I]	\$0.50 [1]	\$0.10 [I]
2023	\$8.30 [1]	\$1.35 [I]	\$18.10 [I]	\$0.55 [I]	\$0.15 [I]
2024	\$8.60 [1]	\$1.40 [I]	\$18.70 [I]	\$0.60 [1]	\$0.20 [1]

Note: OVERSIDE:

Unless otherwise specified in individual commodity items or other arrangements are made with the Port and Harbor Director, all freight loaded or discharged over-side a vessel directly to or from another vessel, 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.

(A) MINIMUM WHARFAGE [I]

Minimum wharfage charge at Pier's I, II, and III on any single shipment will be \$80.00.

End of section, return to **GENERAL INDEX**.

SECTION THREE - MISCELLANEOUS CHARGES

ITEM 301 DOCKAGE RULES

(A) DOCKAGE DEFINED

Dockage means the charge assessed against a vessel for berthing at a wharf, pier bulkhead structure, or bank or for mooring to a vessel so berthed.

(B) DOCKAGE PERIOD - HOW CALCULATED [C]

The period of time 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. Dockage is billed per 12 hour period or portion thereof.

(C) BASIS FOR COMPUTING CHARGES [C]

Dockage charges will be based upon the overall length of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should length figures not be available from the sources, the Port may accept information from the vessel's official papers or measure the vessel.

(D) CONTROL OF VESSELS NOT LOADING OR DISCHARGING [A]

Vessels not engaged in loading or unloading cargo will be docked at a wharf, pier, or seawall structure, or moored to a vessel so docked, or permitted within a slip at the discretion of the Port and then only with the expressed understanding that vessels shall move their position from such a place at the discretion of the Port. Any vessel upon notice to move which refuses or fails to move may be shifted by tug or otherwise by wharf agent and any expenses, damages to vessel or other vessels, or wharf, pier or seawall structure during such removal shall be charged to the vessel so moved.

(E) VESSELS ON LAY STATUS [A]

At the Port's discretion, vessels may be placed on lay status, which may include vessels waiting to discharge and/or load cargo. These vessels may be permitted to moor at a vacant berth, when such berth is available. Standard dockage fees apply.

(F) FREE DOCKAGE [A]

Dockage charges will not be assessed against the vessels at the invitation of the Port of Kodiak for demonstrations and/or public tours and for vessels engaged in construction projects for the Port of Kodiak.

ITEM 302 DOCKAGE AND BARGE MOORING RATES

(A) DOCKAGE RATES [C]

Dockage charges will be assessed on the length-over-all of the vessel. Length-overall shall be construed to mean the linear distance, expressed in feet (meters), from the most forward point on the stem of the vessel to the after-most part of the stern of the vessel, measured parallel to the baseline of the vessel. For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (a) obtain the length-over-all from the vessels register, or (b) measure the vessel.

Dockage rates will be assessed as follows unless otherwise specified in this tariff or an agreement between the vessel owner and the Port. Dockage rates in dollars per foot per 12-hour period or portion thereof.

	0 to 150	<u>151 to</u>	301 to	<u>501 to</u>	Over 700
Fiscal Year	<u>feet</u>	300 feet	500 feet	700 feet	<u>feet</u>
2020	\$2.30 [1]	\$2.60 [1]	\$3.20 [1]	\$3.60 [1]	\$3.90 [1]
2021	\$2.40 [1]	\$2.70 [1]	\$3.40 [1]	\$3.80 [1]	\$4.10 [I]
2022	\$2.50 [1]	\$2.80 [1]	\$3.60 [1]	\$4.00 [1]	\$4.30 [1]
2023	\$2.60 [1]	\$2.90 [1]	\$3.80 [1]	\$4.20 [1]	\$4.50 [I]
2024	\$2.70 [1]	\$3.00 [1]	\$4.00 [1]	\$4.40 [1]	\$4.70 [1]

(B) FISHING VESSEL AND LOCAL FREIGHT CRAFT MOORING RATES [A]

Subject to availability and scheduling, commercial fishing vessels assigned exclusive moorage in Kodiak City harbors may berth at Piers I, II, and III without charge the first day, except when dockage is to conduct commercial cargo operations.

Additional days are charged at the rate posted in the harbor fee schedule: http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx

ITEM 303 FRESH WATER FOR VESSELS

The following charges will be made for furnishing water to vessels berthed at Terminals subject to this tariff:

Fiscal Year	2020	2021	2022	2023	2024
First 1,000 gallons	\$146.40 [I]	\$150.80 [I]	\$155.20 [I]	\$159.60 [I]	\$164.00 [I]
Each additional 1,000 gallons					
or fraction thereof	\$7.40 [1]	\$31.10 [I]	\$31.40 [I]	\$31.70 [I]	\$32.00 [1]

ITEM 304 REPAIRS OF DAMAGES AND ALTERATIONS [C]

The Port of Kodiak will make repairs to its properties of damages caused by companies or persons using its facilities or make repairs or alterations to leased facilities at the request of lessee, subject to the following schedule:

Damage repairs or alterations: Actual Cost Plus 15% [R]

Such repairs or alterations will be performed by the Port of Kodiak, or its agents, except that when necessary repairs or desired alterations are extensive, private contractors may be employed subject to the provision that work performed by private contractors must be accomplished in a manner acceptable to the Port of Kodiak. (Subject to ITEM 100 herein.)

ITEM 305 PASSENGER VESSEL FEE [C]

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships. Passenger vessel fees are not assessed on Alaska Marine Highway Vessels.

(A) TONNAGE FEE

Passenger vessels are charged a tonnage fee (based on the net tonnage of the vessel as provided in the vessel's documentation) per 12 hour period or portion thereof, as provided in the following table.

<u>ltem#</u>	305A
Fiscal Year	Tonnage Fee
2020 [I]	\$0.23 [I]
2021 [I]	\$0.30 [I]
2022 [I]	\$0.35 [I]
2023 [I]	\$0.40 [I]
2024 [I]	\$0.45 [I]

(B) LIGHTERING FEE

Passenger lightering is charged per 12 hour period or portion thereof, as provided in the following table.

<u>ltem#</u>	305B			
	Passenger Lightering			
	Vessels up to Vessels 151 fee			
Fiscal Year	<u>150 feet</u>	<u>& Longer</u>		
2020	\$75.00 [I]	\$750.00 [I]		
2021	\$80.00 [I]	\$800.00 [1]		
2022	\$85.00 [I]	\$850.00 [I]		
2023	\$90.00 [I]	\$900.00 [1]		
2024	\$95.00 [I]	\$950.00 [I]		

ITEM 306 SECURITY FEE [C]

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the US Department of Homeland Security.

Security services may be provided upon request at Piers 1 and 2 on the basis of cost plus 10%. Rates are reflected in the current City of Kodiak Schedule of Fees located on the City of Kodiak website.

End of section, return to GENERAL INDEX.