CITY OF VALDEZ, ALASKA

RESOLUTION # 22-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF N0.101-22 AND REPEALING RESOLUTION NO. 21-51 FORMERLY ADOPTING TARIFF 100-22

WHEREAS, the rules, regulations, and charges for the movement of goods through the Port of Valdez are established through the Port Tariff; and

WHEREAS, the City issues a variety of permits, licenses, and agreements for use of the Port Facilities; and

WHEREAS, periodically the charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, Tariff No. 101-22 shall replace Tariff No. 100-22; and

WHEREAS, the Port permits, licenses, agreements for use, charges for services shall be incorporated and established into Tariff 101-22; and

WHEREAS, the City of Valdez has established section 11.05 of the Valdez Municipal Code governing the use of the City's Port Facilities; and

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding for Port operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. Resolution 21-51 formerly adopting Tariff 100-22 is hereby repealed.

Section 2. The attached Port of Valdez Terminal Tariff No. 101-22 shall govern the movement of cargo through the Port of Valdez.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15th day of February 2022

CITY OF VALDEZ, ALASKA

Sharon Scheidt

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce

Sheri L. Pierce, MMC, City Clerk

CITY OF VALDEZ, ALASKA INC. 1901

PORT OF VALDEZ
TERMINAL TARIFF NO. 101-22
TERMINAL TARIFF FMC-NO. 101-22
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-22

ISSUED BY

PORT OF VALDEZ
P.O. BOX 787
VALDEZ, ALASKA 99686

NAMING
RULES, REGULATIONS, AND CHARGES
APPLICABLE TO THE MOVEMENT OF CARGO
THROUGH THE
PORT OF VALDEZ
AT
VALDEZ, ALASKA

PHONE: (907) 835-4564 **FAX: (907) 835-4479**
WEBSITE: www.ci.valdez.ak.us/port

APPROVED: February 1st **EFFECTIVE: February 1, 2022**

RESOLUTION: 22-09

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

REVISIONS

Issued Feb 1, 2022

Revision 1: Page 17, Rule V, Section I, Number 10., Added a per ton rate for Sand, Rock, and Gravel all grades. $3.00 Per ton.

Revision 2: Page 20, Rule V, Section X, Number 2, Added daily Stevedore License Fee of $550 a day in the absence of an active Stevedoring Contract.

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RULE: I – GENERAL INFORMATION

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez or the Port. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT: PORT OF VALDEZ, P.O. BOX 787, VALDEZ, AK 99686
(907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year's Day, Martin Luther King Jr. Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

H. RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

I. ADDITIONAL COMPLIANCE: Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

J. SECURITY: Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

K. LICENSE REQUIREMENT: No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

RULE: II – DEFINITIONS

A. DEFINITIONS. The following terms as used in this tariff shall have the following meanings:

BERTH: Shall mean the area of water alongside a pier where a vessel is docked.

DEMURRAGE – PIER STORAGE: Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

DOCK: Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

DOCKAGE: Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

FREE TIME: Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

HANDLING: Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

HANDLING CHARGE: Shall mean the charge assessed in performing loading or discharge of cargo between ship's tackle, or terminal's tackle, and place of rest on dock, truck, vessel or other conveyance.

HAZARDOUS CARGO: Shall mean any material as defined under 49 CFR Parts 171-179.

LICENSE: Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

LIVESTOCK: Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

LONGSHOREMAN: Shall mean any person engaged in the handling of cargo.

MANIFEST: Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

OVERALL: Shall mean the greatest distance between two points either above or below water.

OVERSIDE CARGO HANDLING: Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

RULE: III – RULES AND REGULATIONS-GENERAL

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

B. ACCESS TO PORT FACILITIES: The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

C. LIABILITY FOR LOSS OR DAMAGE: The Port will not be responsible for any loss or damage caused by fire, heat, 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 fire protection systems, collapse of buildings, or

structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

D. DAMAGE TO FACILITIES: Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

E. RIGHT TO REFUSE CARGO: The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.
3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. OFFENSIVE FREIGHT: Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of 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, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. HAZARDOUS CARGO: Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

J. LIVESTOCK: The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

K. OVERWEIGHT CARGO: Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

L. RIGHT TO BOARD VESSEL AND INSPECT: The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,
2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

M. RIGHT TO MOVE VESSEL: The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

N. RUBBISH: No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

O. DISCHARGE OF LIQUIDS: Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

P. STACK EMISSIONS: Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

Q. MOORED VESSELS: Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

R. APPROACH AND DEPARTURE FROM BERTHS: Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

S. LIMITS OF LIABILITY: No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or

lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

T. MANIFESTS REQUIRED OF VESSELS: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Cargo shall be broken down by type and quantity. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

U. RIGHT OF PORT TO SCHEDULE VESSELS: The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

1. North Star Terminal and Stevedore Company
   P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

A. PAYMENT TERMS: All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. CREDIT: Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. DELAYS – NO WAIVER OF CHARGES: Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have 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 subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

E. RATE CHANGES: All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE: Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

G. PREPAYMENT: Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

H. LABOR: Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

J. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES: Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

K. RIGHT TO DETAIN VESSEL: A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

L. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

M. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

N. APPLICATION OF PAYMENTS: Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

O. REQUIRED REPORTING: The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

P. INDEMNITY: All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in "Lloyd's Register of Shipping" or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel's certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.

2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.

3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.

4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.

5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.

6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.

7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel's arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.

8. DOCKAGE RATES: Based on vessel length-over-all

a. Up to 100 feet	$1.45 per linear foot
b. Up to 600 feet	$2.45 per linear foot
c. Up to 900 feet	$3.45 per linear foot

Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus $3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.

Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.

b. Vessels (ship and barges), which are loading and/or discharging high explosives.

c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

d. Hazardous Waste Materials

Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

Note 5. Dockage Fees will increase $0.10/ft annually in the ranges above in 2023 & 2024.

Note 6. Dockage Fees will increase 2% annually in the ranges above starting on January 1st 2025.

9. Free Dockage-Dockage charges will not be assessed against the vessel at the invitation of the Port of Valdez for demonstrations and/or public tours and for vessels engaged in construction projects, design, studies, and inspections for the Port of Valdez.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

1. Water hookup charge (April to October) $75.00

2. Water hookup charge (November to March) $200.00

3. Water per 1,000 gallons or fraction thereof $3.00

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

Domestic: Charge per garbage pickup $120.00

Foreign Regulated: By special arrangement only.
Per pound charge including container weight, 50 pound minimum $14.00

D. WASTEWATER: By special arrangement only by private contractor.

E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.

   Per 24-hour period or less $22.00

2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.

3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

a. Charge per unit $6.00

b. The van owner or agent shall report to the Port immediately upon arrival.

c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing

the number of vans and the days served.

d. Trailers associated with the movement of local seafood logistics shall be exempt.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

1. Traffic handled to or from the Port of Valdez.

2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.

3. Minimum charge on any single shipment $6.00

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Per ton	$18.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	$ 6.00	
5	Logs	Whole or partial	Per 1,000 board feet	$ 6.00	
6	Petroleum	Petroleum or petroleum products	Per barrel	$ 0.15	6
7	Wood Chips	All grades	Per BDU	$ 1.75	
8	Wood Pulp	Logs	Per ton	$ 0.55	
9.	Sand, Rock, Gravel	Sand, Rock, or Gravel all grades	Per ton	$3.00	

Notes:

1. Explosives shall be handled by special arrangement only.

2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock

3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.

4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.

5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.

6. Applies to inbound and outbound petroleum products.

J. CARGO HANDLED OVERSIDE: Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

a. Watchman (unarmed) per person	$90.00
b. Armed Guard per person	$110.00
c. Port Security Terminal Full Closure per day	$2500.00
d. Port Security Terminal Partial Closure per day	$1500.00

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at

$95.00

b. Fire apparatus required, per hour at

$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port. Inventory will be taken on Wednesday of every week, and free time shall be considered the period of time between inventories.

N. DEMURRAGE: The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

a. per square foot per month at	$ 0.15
b. per automobile	$10.00
c. per piece of heavy machinery including wheeled units	$35.00

1. Note stacked containerized cargo will be billed for every individual level.

O. UPLAND STORAGE: Items accepted for storage:

a. Storage will be assessed, per square foot per month at	$0.15
b. Minimum charge for storage per month	$50.00

c. Storage Items left in place for extended periods of time maybe charged quarterly, or annually at the convenience of the Terminal Manager or his/her designee.

P. LOG STORAGE: Assessed monthly:

1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at:	$0.05
2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at:	$0.10

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of $10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.
New hire employees requiring background checks shall be assessed a fixed rate of $45.00 per individual. This background fee includes the initial $10.00 per individual registration fee. All individuals who require escort must notify the FSO Daily.

R. FINES FOR VIOLATIONS:

a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to $1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations. Additionally, the firm or individual may be assessed a fee of

$75.00 per staff hour, for time lost associated with the violations.

b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to $25.00 per day at the discretion of the Terminal Manager.

S. MAINTENANCE/ADMINISTRATIVE CALL OUT CHARGE: When the Port shall be asked to require maintenance or administrative staff for the purposes of meeting operational or infrastructure requirements, a fee of $65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

T. SCALE FEE: A fee of $10.00 shall be assessed for each vehicle requiring scale services.

U. TEMPORARY OFFICE SPACE FEE: A fee of $100.00 per day per office.

V. PORTABLE RESTROOM FEE: A fee of $100.00 per day or $500 per month.

X. PORT PERMITS, AGREEMENTS, AND CHARGES:

1. Stevedoring Services Permit negotiated by contract.
2. In the absence of an active Stevedoring contract the Port may issue a daily stevedoring license at $550 per day.
3. Special use Permit Approved by Valdez City Council on individual basis.
4. Building Lease Agreement will be 10% of the Appraised Value, unless otherwise negotiated by contract.
5. Communications Site Agreements will be negotiated by contract.
6. Special Use Agreements shall be approved by Valdez City Council on an individual basis.

Y. JOHN THOMAS KELSEY MUNICIPAL DOCK UPLAND FEES:

a. Rental for Plaza or Parking Lot $100 1-4 hours
b. Rental for Plaza or Parking Lot $300 4-24 hours
c. Rental for Plaza or Parking Lot Commercial Rate $300 1-4 hours
d. Rental for Plaza or Parking Lot Commercial Rate $600 4-24 hours
e. Overhead Plaza Heaters $50 1-4 hours
f. Overhead Plaza Heaters $100 4-24 hours

APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

U.S. Equivalent		Metric Equivalent	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

Metric Conversion Table

To Find	Given	Multiply	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

546,224 Kilos
x 2.2046
1,204,205.4304 Pounds

OR

To Convert 546,224 Pounds to Kilos:

546,224 Pounds
x .4536
247,767.206 Kilos

OR

500,000	1,102,300.0	500,000	226,800.0
40,000	88,184.0	40,000	18,144.0
6,000	13,227.6	6,000	2,721.6
200	440.92	200	90.72
20	44.092	20	9.072
4	8.8184	4	1.8144
TOTAL Kilos	1,204,205.4304 Pounds	TOTAL	247,767.2064

CONVERSION TABLE

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

END OF TARIFF