

Introduced by: City Manager Williams
Date: January 10, 2016
Public Hearing: January 24, 2016
Action: Passed
Vote: 6-1

CITY OF BETHEL, ALASKA

ORDINANCE #17-02

**AN ORDINANCE ADOPTING THE CITY OF BETHEL TERMINAL
TARIFF #005, NAMING RATES RULES AND REGULATION FOR
TERMINAL SERVICES AT THE PORT OF BETHEL ALASKA**

BE IT ORDAINED that the City Council of Bethel, Alaska,

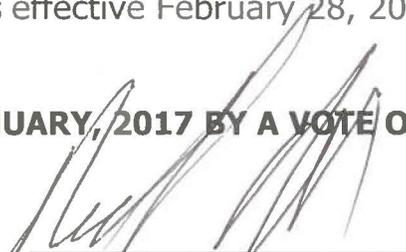
SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

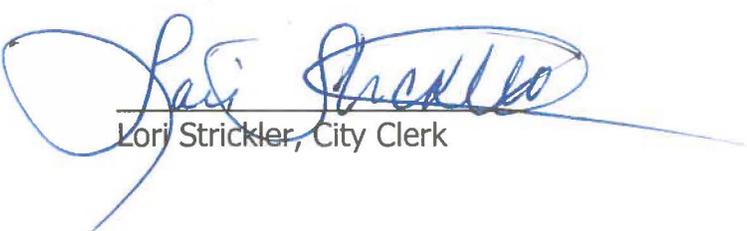
SECTION 2. Repeal and Replacement. The attached City of Bethel Terminal Tariff #005, replacing in its entirety Terminal Tariff #004, adopted under Ordinance 09-10 and amended through Ordinances 10-32, 13-05, 15-12 and 16-04. Terminal Tariff #005 shall be adhered to by all traffic without specific notice of arrangement.

SECTION 3. Effective Date. This ordinance becomes effective February 28, 2017.

PASSED AND APPROVED THIS 24 DAY OF JANUARY, 2017 BY A VOTE OF 6 IN FAVOR AND 1 OPPOSED.

ATTEST:


Rick Robb, Mayor


Lori Strickler, City Clerk

PORT OF BETHEL

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

At

THE PORT OF BETHEL, ALASKA

TERMINAL TARIFF #005

**Adopted by
Ordinance 17-02
Effective February 28, 2017**

NOTICE TO THE PUBLIC

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

TABLE OF CONTENTS

Check Sheet for Tariff Revisions	2
Table of Contents	7
Explanation of Symbols and Abbreviations	7
Section 1 – GENERAL RULES AND REGULATIONS	9
100 Application of Tariff	
1. General Application	
2. Tariff Effective	
3. Subject to Change	
4. Reservation of Agreement Rights	
A. Acceptance of Tariff	10
B. Application of Rates	
C. Application of Bethel Municipal Code	11
101 Definitions	11
102 Notices	17
103 Facility Use and Bonding	18
A. Access to Facilities	
1. Efficient and Expeditious Vessel Work	
B. Insurance	19
1. Proof of Liability Insurance	
a. Worker's Compensation Insurance	
b. Commercial General Liability Insurance	
c. Commercial Automobile Liability	
C. Liability for Loss or Damage	20
1. Limits of Responsibility	
2. Owner's Risk	
3. Indemnification	21
4. Provisions	
D. Responsibility for Property Damage	
104 Charges and Fees	21
A. Responsibility for Charges	
B. Terms and Conditions of Payment	22
C. Time of Prepayment, Acceptable Security Deposit, Refund of Excess	22
D. Waiver of Prepayment Requirement	
E. Delinquent Accounts	23
1. Time and Interest for Delinquencies	
2. Penalties for Delinquent Accounts	
3. Delinquent List	
4. Additional Legal Remedies	

105 Rights of Port	23
A. Rights Reserved	
B. Right to Approve	
C. Right to Schedule Vessels and Cargo	
D. Right to Refuse Freight/Cargo	24
E. Right to Remove, Transfer or Warehouse Freight	
F. Movement of Vessels to Reduce Congestion or Maximize Services	
G. Right to Withhold Delivery of Freight	25
H. Right to Remove Materials or Equipment from City Dock or Other Port Facilities	
I. Right to Remove and Dispose of Nuisances	
J. Right to Sell for Unpaid Charges	
K. Normal Working Hours	
L. Call Outs	
M. Explosives	26
N. Collect Cargo Charges, C.O.D. and Sight Drafts	
O. Right to Impound and Dispose of Vessel	
1. Impoundment of Vessel for Violations	
2. Impoundment of Vessels for Failure to Pay	
3. Information Regarding Impoundment	
106 Demurrage or Delays	27
A. Delays – No Waiver of Charges	
107 Reservations and Manifests Required of Vessels	27
A. Reservations	
B. Manifests, Required Information	
C. Time Due	
D. Revised Manifest	28
E. Penalty for Failure to Provide Manifest	
F. Shipping Schedules	
108 Compliance with Law	28
109 Load Limit	29
A. Deck Load guidelines	
B. Containers	
110 Safety, Sanitation and Housekeeping	30
A. Animals	31
B. Compliance with Fire and Safety Requirements (Hot Work)	
1. Welding/Hot Work	
2. Fire Extinguishers	
C. Equipment	32

D. Facility	
E. Firearms & Fireworks	
F. Fueling Vessels, Tanks and Equipment	
G. Smoking Prohibited	
H. Spills or Leaks	
I. Vehicles, Traffic and Driving on the Dock	
J. Utilities	33
K. Waste Oil and Petroleum Products	
111 Hazardous Materials	33
A. Petroleum Products	
112 Waste Oil Handling	35
113 Accident Reporting	35
114 No Posting or Defacement	36
115 Facility Security and Access	36
116 Vessel Repairs	36
A. In the Terminal	
B. Haul-Outs	
117 Maneuvering and Navigation	36
118 Closed Season	37
Section 2 – DESCRIPTIONS AND SCHEDULE OF CHARGES	38
200 General Information	38
A. Minimum Charges	
B. Fresh Water for Vessels	
C. Grey Water Services for Vessels	
D. Refuse Removal and Disposal	
E. Fuel Transfer Charges/Rules	39
F. Spillage	
G. Government Vessels	
H. Line Handling	40
I. Prospective Permit Holders	
J. Fees and Charges	
1. Application of Man Hour Rates on Handling	
2. Stevedoring Permit	
3. Decals	
4. Prospective Permit Holders	41
5. Fresh Water for Vessels	

6. Gray Water Service for Vessels	
7. Refuse Removal and Disposal	
8. Used Oil Disposal	42
9. Solid and Liquid Waste Materials	
201 Berthing	42
A. Permission Required	
B. General Berthing Rules	43
C. Berthing Reservations	44
D. Conditions of Berthing	
E. Tug Requirements	46
F. Speed Limitations	
G. Securing Vessels	
H. Preferential Berthing	47
I. Reassignment/Return to Berth	48
J. Alteration or Revocation of Berthing Assignments	
K. Vessels Required to Vacate Berths	
L. Charges	
202 Dockage	49
A. Dockage Period, How Calculated	
B. Haul Outs	
C. Basis for Computing Charges	
D. Vessels Docked to Repair, Shore, Outfit or Fumigate	
E. Tug Boats	50
F. Dock Assignments	
G. Dockage Rates	
H. Monthly Dockage Rates	52
203 Dunnage	52
204 Seawall Mooring	52
A. Vessel Registration	54
B. Annual Moorage Fee	55
C. Calculation of Moorage Rates	
205 Storage/Demurrage	55
A. Permission Required	
B. Demurrage	56
C. Free Time	
D. Lay-Down Areas	57
E. Vessel Overhaul	
F. Conditions Governing Acceptance of Cargo for Daily or Monthly Storage	
G. Calculations	58
H. Storage Rates – Open Areas	

PORT OF BETHEL TARIFF #5

I. Maximum Storage Times	
J. Termination of Storage	
206 Wharfage	59
A. Application	
B. Oversight	
C. Overstowed Cargo	
D. Schedule of Rates	
E. Trans-Shipped Cargo	60
F. Taxes	
207 Port Labor	60
A. Labor Rates	
B. Specific Labor Cost Services	
C. Schedule of Man-Hour Rates	
D. Subject to Change	61
E. Overtime	
F. Standby Time	
G. Minimum Labor Hours	
H. Rates Apply When Not Otherwise Provided	
I. Line Handling	62
J. Longshore Man-hour Rates	
208 Cargo Handling	62
A. Permission Required	
B. Port Equipment and Services	63
C. Removal or Transfer of Cargo	64
Rules and Regulations	65

CHECK SHEET FOR TARIFF REVISIONS

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

Abbreviations

Abbreviation	Meaning
Cont.	Continued
Cu	Cube
Day	Calendar Day
Dkg	Dockage
Ft	Foot
Gal	U.S. gallons
Hdlg	Handling
Lbs	Pounds
Ldg.	Loading
LOA	Length Overall
MT	Metric Ton
N.O.S.	Not Otherwise Specified
Period	12 hours or less
PLT	Long Ton
ST	Short Ton
Sq	Square
Wt.	Weight

Symbols

Symbol	Meaning
\$	US Currency

Conversion Tables

1 Foot	0.304801 Meters
1 Gallon (U.S.)	3.78543 Liters
1 Gallon Fresh Water	8.34 Pounds
1 Kilogram	2.20462 Pounds
1 Long Ton	2,240 Pounds; 1016.05 Metric Tons; 1.120 Short Tons

PORT OF BETHEL TARIFF #5

1 Meter	3.28083 Feet
1 Pound	0.453592 kilograms
1 Short Ton	2000 Pounds; 0.892857 Long Tons; 0.907185 Metric Tons

Section 1 – General Rules & Regulations

APPLICATION OF TARIFF

100

This Tariff is published and filed under the Federal Maritime Commission Automated Tariff Filing Information System as required by law and is therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic for which contract rates have not been arranged. These tariff regulations, published online at www.cityofbethel.org, constitute notice to all persons and entities that rules, regulations, rates and charges apply to all traffic and activities at the Port of Bethel without further specific notice or quotation or other arrangement.

In addition to the Port and Harbor Tariff, the public, shippers, consignees and carriers using the City of Bethel Port Facilities should consult and be aware that the City of Bethel Code of Ordinances, including but not limited to Chapter 4.16 (Sales Taxes), Chapter 5 (business licenses), Chapter 8 (unsafe swimming areas, smoking pollution control), Chapter 10 (vehicles and traffic), and Chapter 14 (Harbors and Port), as may be amended, apply and govern where not specifically otherwise addressed in this Tariff.

The rules, regulations, rates and charges described in this Tariff shall be effective immediately upon being published electronically. For the convenience of port users this tariff is posted on the Internet at www.cityofbethel.org.

1. General Application

Rates, charges, assessments, rules and regulations provided in this Tariff will apply to persons and vessels using City of Bethel Port Facilities under jurisdictional control of the City of Bethel and located within the waterways of the City of Bethel.

The tariff applies to, but is not limited to: vessels provided with dock services or other services named in this Tariff; merchandise received at, or shipped from, the facilities or properties operated under the jurisdiction and control of the Port of Bethel, the City Dock, the Petroleum Dock, the Seawall and waterways under the management of the Port Director.

2. Tariff Effective

Rates, charges, rules and regulations named in this Tariff and any additions, revisions, or supplements thereto shall apply to all vessels or users and to all freight received at facilities subject to the Tariff on and after the effective date of revisions, or supplements thereto. Unless otherwise specified, all transit freight received at 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.

3. Subject to Change

The rates named in this tariff, revisions, or supplements thereto, are based upon

ordinary tariff and labor conditions. If and when these conditions change because of demand for labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Bethel, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis prescribed in this Tariff.

4. Reservation of Agreement Rights

Right is reserved to the City of Bethel to enter into agreement with carriers, shippers, consignees, and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state and federal law governing the civil and business relations of all parties concerned.

A. Acceptance of Tariff

USERS ARE HEREBY ADVISED THAT ANY AND ALL USES OF THE PORT OF BETHEL CONSTITUTES ACCEPTANCE OF ALL RESPONSIBILITY, LIABILITY AND WAIVERS CONTAINED IN THESE TARIFF REGULATIONS. Any person, entity or vessel enjoying the beneficial use of the premises, facilities, equipment or services of the Port of Bethel is deemed to have thereby accepted all of the conditions, rates, liabilities and indemnifications of these Tariff regulations, and is deemed to have agreed to all limitations and waivers contained in these Tariff regulations.

B. Application of Rates

1. Rates, charges, rules and regulations provided in this Tariff will apply only to cargo received at or shipped from the facilities or properties under the jurisdiction and control of the City of Bethel Port Director and appurtenant structures thereto. Vessel charges and assessments provided in this Tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this Tariff. Such charges shall be due and payable in accordance with subsequent rules.
2. Unless otherwise provided, rates are given in US Dollars per short ton, lineal feet, cubic feet, square feet, or US Gallon, whichever creates the greater revenue.
3. Users of Port Facilities are required to furnish copies of invoices and a separate manifest for both inbound and outbound cargo and/or freight. Invoices and manifests shall be on company letterhead and will contain the name of the consignee, accurate weight, a personal contact, and a voyage number. Additional pages, if required, must clearly indicate company name and voyage number to avoid confusion.
4. Specific commodity rates will take precedence over any general or specified rates.
5. Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."

6. All rates in this Tariff, except wharfage, will have city sales taxes applied. The resulting figure will be rounded to the nearest quarter dollar for billing purposes.
7. All current rates and fee schedules will be available at the Port of Bethel office.

C. APPLICATION OF BETHEL MUNICIPAL CODE (BMC)

In addition to the Terminal Tariff, all sections of the Bethel Municipal Code (BMC), particularly Chapter 14, not expressly contradicted by this Tariff shall apply. The BMC can be found at www.cityofbethel.net.

DEFINITIONS

101

Unless provided in this Tariff, applicable definitions set forth in 46 CFR shall control. The following definitions are used throughout this Tariff for reference:

1. **Abandonment of Vessels:** a vessel in a wrecked, junked, or substantially dismantled condition left on any Port Facility without the Port Director's written permission or as defined in Alaska Statute (AS 30)
2. **Authorized User:** All persons who have been granted a permit to conduct business on Port Facilities, including, but not limited to, their employees, visitors, contractors and subcontractors.
3. **Beam:** The greatest overall width of a vessel, including booms, spars, gins, or any fixed extension.
4. **Berth:** The space allotted to a vessel at anchor or at a wharf.
5. **Berthing:** The act of anchoring, tying up, mooring, securing, idling, grounding, dry-docking, beaching or otherwise laying a water vessel to rest within the Port of Bethel.
6. **Bill of Lading:** a document by which the master or a ship acknowledges having received in good order and condition (or the reverse) certain specified goods consigned to him by some particular shipper, and binds himself to deliver them in similar condition – unless the perils of the sea, fire, or enemies prevent him – the consignees of the shipper at the point of destination on their paying him the stipulated freight.
7. **Boat Owner:** The actual, or registered, owner, charterer, master, agent, or person in the navigational control, or person responsible for the operation of the boat.
8. **Cargo:** includes all freight, merchandise, supplies, equipment, tools, fuel and other tangible goods held for shipment or movement within the Port of Bethel.

9. **Cargo Handling Equipment:** All equipment, gear and supplies transported to and/from a vessel which is necessary for cargo handling at the Port of Bethel and that (a) is loaded or unloaded in Bethel and (b) used exclusively for cargo handling at the Port of Bethel. Equipment, gear and supplies that are used for cargo handling and for other purposes while offloaded in Bethel are not "Cargo handling equipment."
10. **Cargo Handling Permittee:** a person, firm or company that has been issued a permit to use the Port, and which is engaged in the business of handling cargo, equipment, fuel or gravel at the Port of Bethel docks and facilities, whether in the capacity of a vessel or shore-side operator. This permit does not create an exemption from wharfage fees.
11. **City:** The City of Bethel.
12. **Company Gear and Equipment:** Includes all equipment, gear and supplies transported to and/or from a vessel which is necessary for cargo handling at another shore-sided facility or is being transported by a vessel to another location or vessel for such use, but not considered part of the transporting vessel's (ship's) gear or stores.
13. **Consignee:** means the recipient of cargo from a shipper, individuals or business entities to whom a transported commodity is to be delivered.
14. **Container:** means a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, or boxes.
15. **Delinquent List:** The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges within thirty (30) days after date of invoice or who have not furnished proper cargo statements to the Port Director.
16. **Derelect:** As defined in AS 30.30.090
17. **Dockage:** A charge assessed to a vessel for docking at a wharf, dock, pier or other facility or for mooring a vessel so docked.
18. **Floating Docks/Floats:** Docks/floats equipped with or without gangways that are secured to the seawall or appurtenant to it for the use of small vessels.

19. **Free Time:** The specified period during which cargo and or vessels may occupy an assigned space at the Port of Bethel free of charges, as specified in Item 200, immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.
20. **Gangway:** means a narrow, portable platform used as a passage by persons entering or leaving a vessel moored alongside a quay or pier.
21. **Handling:** The service accorded to cargo movement from one end of a ship's tackle or terminal's tackle to the first place of rest on the wharf or other terminal premises designated by the Port Director or his authorized representative to be used as the first place of rest, or from such first place of rest on the wharf or other such terminal premises to a place within reach of ship's tackle or terminal's tackle.
22. **Harbormaster:** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director or his designee.
23. **Haul-out:** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port Facility or Port property.
24. **Holidays:** Whenever in this Tariff reference is made to holidays, the following days are included: New Year's Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Chief Eddie Hoffman or Tribal Chief's Day, Christmas Day and every other day appointed by the President of the United States of America and/or the Governor of Alaska. In the event that one of the above mentioned holidays occur on Saturday, the previous Friday will be considered a holiday for the purpose of this Tariff. In the event that one of the above mentioned holidays occurs on Sunday, the following Monday will be considered a holiday for the purposes of this Tariff.
25. **Launching Area:** Platted Public Access areas for the purpose of launching and retrieving boats.
26. **Length (LOA):** The overall length of a watercraft measured from the most forward point at the stem (bow) to the after most part of the stern of the watercraft, to include the motor.
27. **Loading Areas:** An area designated by the Port Director for the purpose of loading and unloading small items into a boat for non-commercial purposes which is not subject to wharfage charges. The loading areas may include non-public access areas.
28. **Manifest:** A detailed statement of a vessel's cargo, giving the bills of lading

numbers, marks, number of packages, names of shipper, names of consignee, weight or total measurement of goods, rate of freight and where payable. Such a statement is sent by the owners or brokers at port of shipment to their agents at destination point.

29. **Moorage:** The act or an instance of mooring, the place a vessel may be moored, a charge for mooring.
30. **Mooring:** to secure a ship or vessel or any floating object in a particular place by weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard a watercraft as part of it.
31. **Mooring Floats:** mooring floats equipped with, or without, gangways that are secured to the seawall, or appurtenant to it, for the use of small vessels.
32. **Moorings:** a place where a vessel is moored.
33. **Motor Vehicles:** A wheeled vehicle whose primary purpose is ordinarily the transportation of passengers, including an automobile, pickup truck, minivan or sport utility vehicle.
34. **Operator:** Any lessee of a vessel, and master or captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship to the owner.
35. **Owner:** The individual, partnership or corporation holding legal title to the vessel.
36. **Over-Side Cargo or Fuel:** Refers to the act of transferring cargo or fuel directly between vessels when one vessel is docked at any Port of Bethel Facility and the other vessel is moored alongside.
37. **Over Stow:** Any cargo placed on the Port premises from common carrier or its agent, which is to be reloaded on a vessel and destined for discharge at another port. Over stow charges will apply so long as no value has been added to the cargo while awaiting transshipment.
38. **Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.
39. **Person:** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
40. **Point of Rest Staging Area:** That area on the Port Facility which is assigned for the receipt of inbound cargo from the vessel and which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

41. **Port Director:** The Director of the Port, or the Port Director's designee.
42. **Port Facilities:** All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the jurisdiction control of the City of Bethel and located within or along the waterways and tidelands of the City of Bethel.
43. **Port of Bethel (Port):** All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership or control of the City of Bethel, located within the corporate limits of the municipality, including, but not limited to, the Petroleum Dock, the City Cargo Dock, the Small Boat Harbor, the City Seawalls, and any other similar facilities excepting those areas within the exclusive jurisdiction of the State or Federal government.
44. **Registration:** Completing a moorage, stevedoring or use agreement with all necessary information concerning the vessel and vessel owner, indicating type and duration of service required, and full payment of all applicable fees and charges.
45. **Reserved Mooring:** Means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.
46. **SBH Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.
47. **Seawall:** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.
48. **Ship's Gear or Stores:** Includes all equipment, gear and supplies being loaded to and/or from a vessel that is directly related to that vessel's cargo handling ability or part of the vessel's crew necessities.
49. **Small Boat Harbor or Harbor:** USS 3790 Plat 82-13, the area platted for use as the Bethel Small Boat Harbor.
50. **Small Vessels:** Boats, or other crafts, less than thirty-five (35') feet LOA including, but not limited to, motor boats, steam ships, float planes, canal boats, tugs, barges, sailing vessels, and every structure, or vehicle designed, or adapted, to be navigated either wholly, or partially, on water and used to transport people, or property.
51. **Stall:** A berthing location within the float system of the Bethel Small Boat Harbor. A stall does not include the float or finger of the float; only the space between or adjacent to it.
52. **Summer Season:** June 1st through October 31st

53. **Support Vessel:** Any vessel which is used exclusively to provide assistance to another vessel by, for example, ferrying gear or person to or from the main vessel, or to allow repairs, cleaning and other services to occur on the main vessel.
54. **Tariff Charges:** These charges include all dockage, wharfage demurrage, terminal charges, moorage fees, rentals, and any other charges, or fees, authorized by the Port Commission and approved by the City Council for use of the Port. Tariff charges shall also include any amounts a person owes the Port under the Bethel Municipal code (BMC) as applicable.
55. **Terminal Charges:** The charges included in the current Port of Bethel Terminal Tariff as filed with the Federal Maritime Commission. Terminal charges include only charges for facilities, goods, or services provided by the City of Bethel.
56. **Terminal Storage:** Is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound freight/cargo or gear/equipment after the expiration of free time. This includes closed or covered storage, open or ground storage, bonded storage, when available, and refrigerated storage (when available) after storage arrangements have been made.
57. **Transit cargo or transit freight:** Cargo or freight onboard which is destined for a place other than the Bethel Port Facility, and upon arrival at a Port Facility is discharged put over side, or transferred to another vessel.
58. **Transient Watercraft:** Any watercraft that does not have a seasonal moorage agreement with the Port of Bethel.
59. **Though-rated cargo:** Inbound cargo at the Port of Bethel which is transferred to a port facility then to a vessel other than the vessel upon which it arrived with a final destination other than the Port of Bethel's facilities.
60. **Transient:** Any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.
61. **Vessel:** (a) Every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water. The US Code, Title 1, Chapter 1, (b) any boat, motor boat, ship or craft, or any structure capable of navigation, International Convention on Salvage 1989 (c) Every description of water craft, including non-displacement craft and seaplane, used or capable of being used as a means of transportation on Water, International Collision Regulations 1972 – COLREGS.
62. **Vessel Owner:** the actual or registered owner, charterer, master, agent, person in navigational control or person responsible for the operation of the vessel.
63. **Watercraft/Boat:** Any vessel including, but not limited to, houseboats, floatplanes,

waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the port or moored at any place within the port.

- 64. **Waterway:** Any water, waterway, lake, river, tributary or lagoon and tidelands within the boundaries of the City.
- 65. **Wharf:** Includes every pier, bulkhead, dock, seawall, landing float, gridiron, shore, rip-rap and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.
- 66. **Wharfage:** Charge assessed against a vessel for cargo passing or conveyed over, onto or under wharves or between vessels, when berthed at any City of Bethel Port Facility. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.
- 67. **Wharfage Demurrage:** Charge assessed against freight/cargo/equipment remaining in or on Port facilities after the expiration of free time, unless prior arrangements have been made for storage. Includes any cargo placed on any shore-side property and passing over, across, under or through the Port of Bethel cargo handling facilities.
- 68. **Winter Season:** November 1st through May 31st.
- 69. **Working Stow:** Any cargo not destined for the Port of Bethel that has to be removed from a vessel and placed temporarily on the dock before being loaded to the same vessel from which it was removed and before any movement of vessel from the dock.

NOTICES:

102

All inquiries, requests for information and applications to the Port of Bethel shall be addressed and delivered to:

**PORT DIRECTOR
CITY OF BETHEL
PO BOX 1388
BETHEL, AK 99559**

All legal notices shall be addressed and delivered to:

**CITY OF BETHEL
CITY ATTORNEY'S OFFICE
PO BOX 1388
BETHEL, AK 99559**

FACILITY USE AND BONDING**103**

1. Each and every permittee, carrier, shipper, agent or other port user covenants and agrees to maintain in good condition and safeguard all structures and improvements in the Port of Bethel. The Port Director may, at any time, order any port user to additionally post bond and/or create a cash escrow account protecting the Port of Bethel from and against any and all liability and damage caused by or resulting from an act or omission of that port user and/or to ensure collection of incurred fees or charges.
2. All permittees, carriers, shippers, agents, or other users of the Port of Bethel hereby covenant and agree to repair and restore any and all damage that the port user may cause to the submerged lands, causeway, breakwaters, revetment, marine headers, floating docks, ramps or other facilities of the Port of Bethel, reasonable wear and tear excepted.
3. Each vessel owner/operator must maintain a local and emergency contact name and phone number on file with the Port Director's office at all times. It is the vessel owner's responsibility to update this information as needed and to notify the Port Director if the vessel may be left unattended. All unattended vessels are required to have a caretaker who is responsible for monitoring the vessel. Each caretaker must have current contact information on file with the Port Director's office.

A. Access to Facility

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners/operators. Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port. Third Party contractors performing stevedoring operations shall be permitted through the Port of Bethel.

1. Efficient and Expeditious Vessel Work

In order to ensure efficient and expeditious loading and discharge of vessels and the maximum utilization of the full capacity of the Port of Bethel, users must:

1. Make use of the appropriate facilities furnished by the Port of Bethel.
2. Have at least one (1) qualified supervisor present at the loading/unloading site at all times while cargo freight operations are in progress.
3. Have at least one (1) responsible officer or representative available for contact by the Port of Bethel at all times, with full power and authority to make all operational decisions (including granting permission to customers to claim and/or pick-up cargo, freight or equipment). At a minimum, users will keep the Port of Bethel fully informed at all times as to how and where such officer, or representative, can be contacted by the Port.
4. Cooperate fully with the Port of Bethel in all respects by 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 require to load or discharge and any special problems that may exist or arise; determining the equipment needed for the operation and any coordinating sequence and timing of operations for the convenience and efficiency of Port operations.

5. Promptly restore terminal and/or dock working areas to a clean, safe and orderly condition on completion of daily operations.

B. INSURANCE:

All users with vessels over 20 feet in length must provide proof of liability insurance. Vessels using the Small Boat Harbor exclusively for the purposes of sport, recreational and/or subsistence fishing and hunting are exempt from the insurance requirement. This exemption does not apply to any vessels on charter or operating for hire. The Port Director has the sole authority to determine whether a vessel is exempt under this subsection.

Rates named in this tariff do NOT include insurance of any kind. All risks of loss and damage while on docks or in storage must be assumed by shippers, owners or consignees, who may protect themselves against such loss by covering their shipments with insurance. This does not relieve the Port of Bethel, the City of Bethel or holders of Terminal Use Permits from liability for their own negligence.

1. Proof of Liability Insurance:

All users and authorized visitors to the City of Bethel Port Facility must carry insurance in the amounts specified below before accessing the City's Port Facilities. Such policies must name the Bethel Port as a certificate holder and must be on file annually before entry into the Port Facility is allowed.

- a) **Worker's Compensation Insurance.** (Including Longshoremen and Harbor Workers Act Coverage) as required by law. The policy must waive subrogation against the City of Bethel and its employees.
- b) **Commercial General Liability.** With limits not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars annual aggregate for bodily and property damage including coverage for premises and the operations liability, products and completed operations liability, contractual liability, broad form property liability, and personal injury liability. Policy must be endorsed to extend coverage for the loading and unloading of watercraft on navigable waters. City of Bethel shall be named additional insured.
- c) **Commercial Automobile Liability.** Covering all owned, non-owned, hired and rented vehicles with limits of liability of not less than One Million (\$1,000,000) Dollars Combined Single Limit for bodily injury and property damage per each occurrence or loss.

All insurance shall be considered primary and non-contributory to any other insurance carried by the City of Bethel self-insurance or otherwise.

PROOF OF EACH OF THE ABOVE LISTED COVERAGES SHALL BE PRESENTED EACH SEASON PRIOR TO ENTRY TO THE PORT OF BETHEL OR PORT FACILITIES. FAILURE TO PROVIDE PROOF OF INSURANCE SHALL BE GROUNDS

FOR DENIAL OF ACCESS TO THE CITY'S PORT FACILITIES. Any entity required to have a current insurance certificate on file with the Port who fails to provide a current certificate after a written request from the Port Director, shall be considered a trespasser on Port property and subject to one or more of the following actions: (1) summary eviction; (2) issuance of a stop work order by the Port Director, his designee or any Public Safety officer; (3) daily fines of three hundred (\$300) dollars for each day of operation without the required certificate; (4) future denial of use of the Port of Bethel; and/or (5) additional fees and penalties as set out in the Tariff.

C. Liability for Loss or Damage

1. Limits of Responsibility

No persons, other than employees, or agents of the holder of an authorized Stevedoring Permit, shall be permitted to perform any services on any premises, or at any facilities of the Port of Bethel, except upon written authorization of the Port Director or the Harbormaster.

If unauthorized persons are found performing services on Port facilities, they will be liable for the injury of any persons and held responsible for any loss, damage or theft, etc. and may be denied access and use of Port Facilities and services then and in the future.

The Port of Bethel will not be responsible for any loss, damage, injury, or death, including, but not limited to, loss, damage, injury, or death, caused by earthquakes, 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 systems, collapse of building, or equipment, or by floats, logs, or pilings required in breasting vessels away from the Dock, or seawall, nor will it be liable for any loss, damage, injury, or death, or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots, or strikes of any person in its employ, or in service of others, or from any consequences arising here from, except, the Port of Bethel shall not be relieved from liability for its own negligence.

Damage caused by shippers and/or carriers are the responsibility of the Carrier and claims should be filed with the original carrier in accordance to their rules and regulations.

*The Alaska Board of Game issued stricter rat and rodent control procedures in 2007, making it a misdemeanor for vessels with rats and rodents on board to enter into, or use, Alaskan waters. These more stringent steps were initiated due to an increase in rodent populations in various Alaskan ports, and the ability of rats and rodents to survive as far north as Nome (Alaska Administrative Code, Chapter 5)

2. OWNER'S RISK:

In addition to the limits of liability already set out above, all of the following shall be at the owner's risk except for those damages caused by the City's own negligence:

- a) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing;
- b) Freight on open ground is at owner's risk for loss or damage;
- c) Freight subject to freezing will be accepted at owner's risk; and
- d) All water craft, moored in the Harbor or berthed at Port Facilities are at owner's risk for loss or damage. This includes vessels, if and when permitted by the Harbormaster or his authorized agent moored alongside of vessels.

3. INDEMNIFICATION.

Owners, shippers, consignees and carriers shall hold and save the City of Bethel, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or on account of any and all legal actions or claims of any kind resulting from injuries or damage sustained by a person or persons, or property, arising from owners, shippers, consignees and/or carriers use of City of Bethel Port Facilities.

4. PROVISIONS

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

D. Responsibility for Property Damage

Owners/Operators damaging Port of Bethel property will be responsible for repairs. Should the repairs be undertaken by the City of Bethel the owners/operators will be billed for the repairs to damaged property at cost, plus an eighteen (18%) percent overhead fee.

CHARGES AND FEES

104

A. Responsibility for Charges

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

Any charges accruing to the Port of Bethel facilities and/or services that are not contested within twenty (20) calendar days from the date of the invoice will become fully due and payable.

B. Terms and Conditions Of Payment

All dockage, wharfage, terminal storage fees and other charges assessed by the Port of Bethel may be required to be paid cash in advance of such services or use, except as provided in section D below.

C. Time Of Prepayment, Acceptable Security Deposit, Refund of Excess

Terms of payment for all applicable Port charges may be paid cash in advance. A cash deposit or acceptable security in an amount equal to one hundred twenty five (125%) percent of the estimated applicable charges shall be required to be posted with the Port, six (6) calendar 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. Wherever 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 posting party.

D. Waiver of Prepayment Requirement:]

1. The Port Director may extend credit to any user of the Port of Bethel who establishes a sound financial condition to the satisfaction of the Finance Director. User must satisfactorily complete a credit application and provide all information necessary to determine creditworthiness. Charges assessed and levied to any such creditworthy user shall be due and payable within thirty (30) calendar days of the date of invoice.
2. The creditworthy status of such a user of the Port of Bethel shall terminate immediately and automatically upon failure to pay all amounts due and owing within thirty (30) days of the date of invoicing. In no event shall creditworthy status attach to any user for a period of time in excess of one (1) year without additional and supplemental evidence of continuing creditworthiness satisfactory to the Finance Director. During this time of non-creditworthiness, user shall be required to pay all charges in full and in advance for activity conducted within the Port of Bethel. Further, users in this delinquent status may be denied access to the Port of Bethel facilities and any cargo, gear or vessel within the Port of Bethel may be held as security for payment until all unpaid charges are satisfied in full.
3. No credit shall be extended to any person or entity delinquent in the payment of any amount due and owing to the City of Bethel.
4. An administrative fee of fifteen (18%) percent will be charged on all issues that require administrative services to process and handle, beyond the typical day to day business, such as, but not limited to, past due accounts that elevate to any method of collection, known spill response incidents that require port supplies and personnel, clean-up or repair of facility or infrastructure from user neglect or damage, etc.

Payment terms are cash unless the Port of Bethel customer, prior to the use of the Port facilities and/or services, has established credit worthiness or has posted adequate security acceptable to the Port of Bethel and has thereby been relieved of cash payment requirements by the Port.

E. Delinquent Accounts

1. Time of Delinquency/Interest on Delinquencies

All invoices will lie declared delinquent thirty-one (31) calendar days after the date of the invoice, and as such , will be charged a monthly finance charge of three (3%) percent per month or thirty-six (36%) percent per annum or portion thereof, for that particular invoice. Any and all extra expenses, including legal fees, litigation costs, or costs of agents employed to affect collection shall be assessed to and payable by such accounts.

2. Penalty for Delinquent Accounts

In addition to any interest charges assessed on delinquent accounts, a penalty of twenty-five (\$25) dollars will be charged per month or partial month in which the invoice is past due or not fully paid, up to a maximum of two hundred fifty (\$250) dollars.

3. Delinquent List

The Port of Bethel will maintain a current listing of all vessels, their owners and/or agents whose invoices are delinquent. Those individuals, or entities, on the delinquent list will not be allowed to use any Port of Bethel facilities or services until their past due account is settled in full.

4. Additional Legal Remedies

Nothing in this Tariff shall be construed as limiting or waiving any and all legal rights and legal remedies available to the Port and/or City of Bethel in pursuit of collection of all amounts due and owing to the Port of Bethel.

RIGHTS OF THE PORT

105

A. Rights Reserved

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

The Port of Bethel also reserves the right to close facilities, refuse service and/or cease operations of the Port at any time.

B. Right to Approve:

The Port of Bethel reserves the right to approve, if it so deems necessary, the vessel agent's, or owner/operators, use of their own equipment, supplies and materials in performing all services in connection with the operation of the loading and unloading of cargo and gear. When, during the course of cargo/freight/loading operations, and in the opinion of the Port Director and/or Harbormaster, a condition, or issue, concerning safety, or damage to any Port of Bethel facility, manifests itself, the operation in question shall be halted until the situation is corrected.

C. Right to Schedule Vessels and Cargo

In his discretion, the Harbormaster shall at all times have the right to schedule access to any harbor or port facility by any person or vessel, or to remove any person, vessel or cargo at any time from any City Port Facility in order to provide for efficient operation of the City Port Facilities and promote the objectives of the City of Bethel.

D. Right to Refuse Freight/Cargo

The Port of Bethel reserves the right, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload, or to permit vessels, vehicles or persons to discharge freight/cargo at Port or appurtenant premises:

1. For which previous arrangements for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier;
2. That does not have a known destination and estimated departure date.
3. Deemed extra offensive, perishable, or hazardous;
4. Freight/cargo that creates an attractive nuisance or a public nuisance;
5. The value of which may be determined as less than the probable Port charges;
6. Not packed in packages, or containers, suitable for standing the ordinary handling incident to its transportation (see 49 CFR). Such freight, however, may be repacked, or reconditioned, at the discretion of the Port of Bethel, and all expenses, loss or damage incident thereto, will be the responsibility of the shipper, consignee, owner or carrier.
7. Freight/cargo that does not comply with all Federal, State or local regulations and paperwork requirements.
8. Cargo/Freight that the shipper, consignee or carrier has delinquent unpaid charges with the Port of Bethel.

E. Right to Remove, Transfer or Warehouse Freight:

Hazardous, or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from Port of Bethel Facilities or to other locations or receptacles within said premises, with all expenses and risk of loss or damage becoming the responsibility of the owner, shipper, agent or consignee.

Freight remaining at Port of Bethel facilities after expiration of free time and/or freight remaining after the clearance of a vessel, may be piled or re-piled to make space, transferred to other locations or receptacles on/at Port of Bethel premises or removed to public or private warehouses, with all expenses and risk of loss or damage becoming the sole responsibility of the owner, shipper, consignee, agent or carrier as responsibility may appear.

F. Movements of Vessels to Reduce Congestion or Maximize Services

In his discretion, the Harbormaster shall at all times have the right to move or rearrange any vessel from its current or present location to any other location in order to reduce congestion within or on the terminal, the docks or the harbor to prevent disruption of customary services to the public.

G. Right to Withhold Delivery of Freight

Right is reserved by the Port of Bethel to withhold delivery of freight until all accrued terminal and/or Port charges and/or advances against said freight have been paid in full. At the Port Director's discretion, any or all of such freight may be placed in public or private warehouse or storage with all cost of removal and subsequent handling and storage for the account becoming the sole responsibility of the owner of the freight.

H. Right to Remove Materials or Equipment from City Dock or Other Port Facilities

Any materials, equipment, trash or other items left on or about any city dock, terminal or harbor facility may be removed by the Harbormaster at any time with all expenses of removal and risk of loss or damage charged to the account of the vessel that last occupied the facility, or the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

I. Right to Remove and Dispose of Nuisances and/or Abandoned Property

1. Vessels: The City of Bethel retains the right to abate and remove nuisances including vessels which are derelicts and unfit and unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance.
2. Property: The City of Bethel retains the right to abate and remove nuisance or abandoned property in such manner as set out in Chapter 14 of the Bethel Municipal Code.

J. Right to Sell for Unpaid Charges

Freight on which unpaid charges have accrued may be sold to satisfy such charges and costs, provided such sale has been publicly advertised. 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 the owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed reasonable time.

K. Normal Working Hours

Normal working hours for Bethel Port personnel are generally 0700 to 1900 (7:00 am to 7:00 pm) seven (7) days per week from June 1 through October 31 (the summer season) and 0800 to 1700 (8:00 am to 5:00 pm), Monday – Friday from November 1st through May 31st (the winter season). Holidays during the summer season are routinely worked while holidays during the winter season are only worked when necessary to facilitate terminal operations.

- (1) Holidays Observed by the Bethel Port: New Year's Day, President's Day (3rd Monday in February), Memorial Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Chief Eddie Hoffman Day (2nd Friday in December) and Christmas Day.
- (2) Holidays Not Observed: Independence Day, Labor Day and Alaska Day (October 18).

L. Call Outs

Call outs of Bethel Port personnel before or after established working days or hours shall be assessed at the rate of two hundred (\$200) dollars per hour per person, with a minimum charge of two (2) hours. Taxes will be charged in addition to the callout cost. Pre-arranged after-hours access will be charged one hundred (\$100) dollars per hours per person with a minimum charge of two (2) hours.

M. Explosives

The acceptance, handling, or storage of explosives, or excessively flammable material will be subject to special arrangements with the Port of Bethel and governed by rules and regulations of federal, state and local authorities. A separate hazardous material (HAZMAT) manifest must be provided in writing to the Port of Bethel before any operations involving these types of materials commence (CFR-49, Parts 100-185, apply). Special arrangements with the Port of Bethel may include handling fees.

N. Collect Cargo Charges, C.O.D. And Sight Drafts

The Port of Bethel shall not be responsible for the collection of collect cargo charges or the collection of C.O.D. or Sight Draft shipments and will not be responsible for holding such shipments until collection has been made by others.

O. Right to Impound and Dispose of Vessel

1. Impoundment of Vessel for Violation(s): The Port Director is authorized to impound any vessel in or on the Bethel Port, terminal or dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff, state, local or federal regulations; or any vessel which is unsafe and whose owner or operator has failed to remove it after notice.
2. Impoundment of Vessel for Failure to Pay: The Port Director is authorized to impound any vessel in or on the Harbor, terminal or dock facilities whose owner or operator has not paid any fee or charge due to the City for the vessel by the due date of such fee or charge and such fee or charge is thirty (30) days or more past due.
3. Information Regarding Impoundment: The Port Director may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel.
 - a) The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charges and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal.
 - b) The procedure for impoundment, including notice and pre-impoundment hearing, are set forth in Chapter 14 of the Bethel Municipal Code and Alaska Statute section AS 30.30.

DEMURRAGE OR DELAYS

106

In furnishing services related to berth scheduling or the loading and/or unloading of vessels, no responsibility for any demurrage or delays whatsoever will be assumed by the Port of Bethel.

The Port of Bethel does not accept liability for losses to vessel owners/operators, third party contractors and others that are caused by adverse weather.

A. Delays – No Waiver of Charges

Delays which may be occasioned in loading, unloading, receiving, delivering or handling freight as a result of equipment failure or breakdown or of combinations, riots or strikes of any persons or arising from any other cause not reasonably within the control of the Port of Bethel, will not excuse the owners, shippers, consignees or carriers of the freight from full wharf demurrage or any other terminal charges or expenses that may be incurred.

MANIFESTS REQUIRED OF VESSELS

107

Masters, owners, agents, or operators of vessels are required to furnish the Port of Bethel with complete copies of vessel manifests.

- A. **Required Information:** All manifests must include, but are not limited to, the specifications listed:
 - 1. A list of all cargo, including company gear, empty containers or equipment, that is going to be loaded or unloaded at the facility;
 - 2. A description of cargo, gross weight, quantities, shipper, consignee, destination port, originating port.
 - 3. Carrier information including the name of the carrier, vessel name(s) and arrival date.
 - 4. All 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 the freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.
- B. **Time Due:**
 - 1. Inbound Manifest: Must be furnished forty-eight (48) hours prior to the vessel's arrival.
 - 2. Outbound Manifest: Must be furnished twenty-four (24) hours prior to the vessels loading or unloading.
 - 3. Lighterage Vessels: with inbound or outbound cargo, must furnish the Port Director with a cargo manifest with estimated weights prior to loading or off-loading.
- C. **Revised Manifest:** Revisions to the manifest shall be turned into the Port Director's office no later than twenty-four (24) hours after loading and unloading is completed.

- D. **Penalty for Failure to timely provide Manifest:** Failure to submit a manifest as required herein may result in a fine of two hundred fifty (\$250.00) dollars and a denial of Port use privileges. If the Port of Bethel or the City is required to provide personnel for the purpose of checking freight on or off any vessel at any Port facility, the master, owner, agent, or operator of said vessel shall be charged the hourly man-hour labor rate for Port personnel established under Section 2, Item 207 of this Tariff.
- E. **Shipping Schedules:** Common carriers who load containers from the Port of Bethel destined for other Ports to meet other shipping schedules (i.e. for export) shall provide the Port Director with the schedules of shipping days and/or dates by those Shippers at the beginning of each shipping season. All changes to shipping schedules must be reported to the Port Director as soon as possible.

COMPLIANCE WITH LAW

108

All persons entering or using the Port of Bethel agree to comply with all rules, regulations, ordinances, statutes and laws applicable to the activities and circumstances.

1. Open containers of alcohol and/or consumption of alcohol will not be permitted on any parts of the Port of Bethel premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access and use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.
2. Controlled substances of any kind will not be permitted on any parts of the Port of Bethel premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access and use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.
3. Any person whose conduct while on Port of Bethel property is in violation of law or this tariff may be refused further access to the Port in addition to any other fine or penalty imposed by law. Any vessel located within the Port of Bethel upon which any conduct occurs that is in violation of the law or this tariff, may be refused future access to the Port. Any person who refuses or repeatedly refuses to obey a direct order of the Port Director may be subject to fine and permanently denied access to the Port Facility. The Port Director shall have full discretion to take the appropriate action to enforce the rules contained in this Tariff and other municipal, state, and federal laws, up to and including permanent denial of access to the Port and Port Facilities and/or impounding and disposing of the vessel.
4. Any person or vessel or vessel owner or operator who violates any provision of this Tariff or the rules and regulation of the Port of Bethel shall be subject to a civil fine in an amount of Five Hundred (\$500) Dollars for the first violation, Seven Hundred Fifty (\$750) Dollars for the second violation, and One Thousand

- (\$1,000) Dollars for all subsequent violations, plus any surcharge required to be imposed by AS 12.55.039. In cases of continuing violations, each day during which a violation continues shall be considered a separate offense.
5. Fine amounts shall be added to any invoice for services issued by the Port Director. If an invoice would not otherwise be issued, a fine may be imposed by civil action.
 6. A person who disputes whether a fine has been properly added to an invoice shall have the right to request, in writing, an informal administrative hearing with the Port Commission within thirty (30) days of the date of receipt of the invoice. The Port Director shall schedule the informal administrative hearing within thirty (30) days of receipt of the request for the hearing, and shall issue a written decision regarding the matters discussed at the hearing no later than ten (10) days after the day of the hearing. Any person aggrieved by said written decision may appeal the matter, in writing, to the City Council no later than twenty (20) days after receipt of said written decision by filing a request for appeal with the City Clerk and paying the appropriate appeal fee. The City Clerk will then schedule an appeal hearing and will issue an appeal packet with all of the appeal procedures. The decision of the Bethel City Council shall be final and may be appealed to the Superior Court for the State of Alaska, Fourth Judicial District.
 7. Any vessel that has incurred an unpaid fine or that is owned or operated by a person who has incurred an unpaid fine may, in the sole discretion of the Port Director, be denied use of the Port until such time as the fine has been paid in full.

LOAD LIMIT

109

A. Deck Load Guidelines

Cargo/Containers shall be stacked on the piers/dock so as to produce a uniform load no greater than the limits as prescribed in the table below.

Area	Uniform Lbs./SF	Vehicle Load	Crane Load
Cargo Dock		250,000 lbs*	300,000 lbs*
Containers	4 high max^	n/a	n/a
Flats	10 high max^	n/a	n/a

* Includes equipment

^ No containers or flats shall be closer than six (6') feet to the perimeter of the City Dock.

Any variation from these guidelines requires the advance approval of the Port Director.

B. Containers:

1. Cone Containers: Containers will not be stacked or moved anywhere on Port property without Port approved stacking cones. The carrier is responsible for providing a sufficient amount of cones for safe stacking of each container. In the event that a carrier does not provide sufficient cones, the Port Director, or his designee, reserves the right to stop and/or refuse containers until the cones are

provided. If the Port grants the carrier written approval for the temporary storage of containers that do not have cones, the carrier must provide the cones to the Port. The carrier will be charged the actual equipment and man-hours it takes to re-handle the containers.

Common Carriers must provide sufficient storage containers for all cones. Cones must be segregated by type of cone. Cone storage containers must arrive with the first vessel arrival of the season. Containers must be lift-able by small forklift and designed to be durable for outdoor use. The size and shape of the container should be considered due to the lack of storage space at the Port. The port will not be responsible for carrier cone containers in the event of theft, vandalism or damage unless such damage is due to Port negligence.

Carriers failing to provide sufficient Cone containers will not store "loose cones" anywhere on Terminal Property. Loose cones will be back loaded to the vessel before it departs the Port.

2. Markings, Labels, Placards:

Container markings (of any type) will solely be the responsibility of the carrier and not the Port of Bethel, Terminal Permit holder or any element of the City of Bethel.

Incoming and outgoing container labels will specify gross weight of container, general contents, consignee and final destination. Mixed containers will be plainly marked.

All Carriers and/or Sub-Contractor of Carriers or Chartered Barges will remove and properly dispose of all **old** placards and/or labels from all containers, flats and equipment before entering the Port.

Sharp or angular loads shall be cushioned with timber or rubber tire dunnage so as to protect the deck from damage or marring. Any damage to the deck from loading shall be repaired at no cost to the Port of Bethel.

Cargo shall not be stacked or stored in the aisle ways or in front of gates. Cargo shall not be stacked or stored at the petroleum terminals. Cranes and heavy loads will be evaluated and permitted on a case by case basis.

The Port of Bethel reserves the right to label any container(s) with any information necessary to perform Port duties.

SAFETY, SANITATION AND HOUSEKEEPING

110

Users/Operators of Port of Bethel facilities will be required to comply with all safety and sanitation rules applicable on structures and facilities of the Port of Bethel as required by State, Federal and Local laws and rules. All persons entering or using Port of Bethel property are required to maintain the same in an orderly and clean manner. If any user

of Port of Bethel property does not leave areas of the Port used by the user in an orderly and clean condition, the Port Director shall order the work necessary to return the area to an orderly and clean condition and the user shall be responsible for all charges for said work. Users shall be responsible for all charges associated with cleanup, including disposal of hazardous or non-hazardous materials and storage of non-disposable items and materials. Such items and materials will be kept at the user's expense for no more than sixty (60) days and then disposed of in a manner deemed appropriate by the Port Director, with costs of disposal also chargeable to the user. In circumstances where the Port Director must order the work performed, users will be assessed a fifteen (18%) percent fee in addition to actual costs.

Driving or parking on the cargo dock is **NOT** permitted without **PRIOR** written authorization by the Port Director or his designee. **Do not pass or cross in front of** Heavy Equipment operating in the terminal.

It is unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks and/or debris of any kind or type whatever into the waters under the jurisdiction of the City of Bethel Port and Harbor.

A. Animals: Unattended animals are prohibited. No animal may run loose within the Port and Harbor facility. Non-aggressive animals will be permitted on the dock or a vessel, but must remain properly restrained or leashed at all times while in the Port area. Violators will be reported to the Bethel Police Department, and loose animals captured and impounded by an enforcement officer.

B. Compliance with Fire and Safety Precautions ("Hot Work")

Any person operating at the Port of Bethel shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.

1. **Welding/Hot Work:** Any welding/open flame "hot work" must be pre-approved by the Port Director or Harbormaster. At the Port Director's discretion, pre-approval by City of Bethel Fire Department may also be required. Any approval shall be by issuance of a welding and hot-work permit only. In addition, to the welding and hot work permit, any welding/open flame "hot work" performed in a confined space also requires written authorization and a certificate of inspection from a certified marine chemist. No cutting or welding or use of open flame shall be allowed on any boat undergoing repairs, on or at any Bethel port or harbor facility except in an area especially designated for such repair.
 - a. When "hot work" is being conducted, a Fire Watch will be assigned for the entire duration of the work being performed. The Fire Watch shall not be assigned other duties while performing this vital safety function and shall, at all times while "hot work" is ongoing, be not more than twenty (20') feet from the work area. Certificates of authority to conduct the "hot work" must be displayed at all times.
 - b. **Fire Extinguishers:** All vehicles, machines, cranes and welders using the Port Facilities must have an ABC Dry Chemical Fire Extinguisher or it will be denied access to Port Facilities. No person shall use any fire-fighting

equipment located at the Bethel Port Facilities for the purpose of pumping fire suppressant water into boats for any purpose other than extinguishing fires. Any use of City fire extinguishers must immediately be reported to the Harbormaster.

Fire Extinguishers in operating condition must be readily available on all welding, cutting or open flame equipment being used on vessels, machines, cranes, equipment used within the terminal and dock facilities.

- C. **Equipment:** No person shall disturb any Port equipment or facilities; except fire extinguishers in a fire emergency.
- D. **Facility:** No person shall interfere with or tamper with any wharf, float, gangway, ramp, or any facility operated by the City.
- E. **Firearms & Fireworks:** Firearms and/or fireworks may not be discharged in any part of the Port of Bethel and facilities at any time. Persons found discharging such may be prosecuted under all local, state and federal laws that may apply and may be denied all future use and access of the Port and its services.
- F. **Fueling Vessels, Tanks and Equipment:** Fueling of vessels and equipment or tanks is prohibited at dockside and in the terminal of the Port without prior written authorization from the Port Director or Port Attendant. Vessels with a fuel capacity of 10,000 gals or more must use the Petroleum dock for all fuel transfers. Only fuel delivery operators who are approved by the federal, state and local regulations and laws for fueling will be permitted to handle fuel at the Port. Common Carriers who are authorized by the Port to fuel their company equipment in the Terminal facility will do so only under the supervision of a certified fuel tanker man for the entire operation. Before a fuel company's fuel truck will be allowed on Port Facilities for the purpose of fuel delivery, the company must first have a Tank Truck Transfer Procedure Form on file with the Port Director. This form expires at the end of each season and must be renewed annually.

Propane tanks of any type will not be permitted to be filled or discharged anywhere on Port Property, Terminal or Facilities.

- G. **Smoking Prohibited:** No smoking will be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Director, from the further use of any wharf and, in addition, shall be subject to prosecution under Federal, State and Municipal Laws.
- H. **Spills or Leaks:** Flammable liquids leaked or spilled anywhere in the terminal and/or water and beach surrounding, shall be cleaned up immediately. All spills of any size must be reported to the Port Director and either the USCG or the National Spill Response Center immediately. If a user damages or does not properly clean property, the City shall order the work performed and the user will be billed for all applicable costs to replace spill supplies, repair and/or clean property plus an administrative charge of fifteen (18%) percent of the total bill. Failure to report and clean up any spills immediately may result in a fine of up to Two Hundred (\$200) Dollars per spill and possible suspension of dock privileges at the discretion of the Port Director.
- I. **Vehicles, Traffic and Driving on the Dock:** All vehicles shall obey the speed limit of 5 mph, traffic and warning signs throughout the Port.

- J. Utilities:** No person shall tap, connect, disconnect or interfere with any water outlet, pipe, and water connection, and telephone equipment, electrical device of any kind on docks or in stalls maintained by the City in the Bethel Port or Small Boat Harbor without first having obtained the permission of the Port Director.
- K. Waste Oil and Petroleum Products:** All waste oil and petroleum products must be properly disposed of by the vessel/owner. Storage, even of a temporary nature, of waste oil or petroleum products on city docks, wharves, piers or finger floats is only allowed provided the holding tank meets the specifications required by the Port and such storage is authorized in advance by the Port Director. Any vessel/owner/agent storing or disposing of waste oil in an inappropriate or illegal manner may be barred from further use of the Bethel Port and/or penalized according to the provisions of federal, state and local law. No waste oil stored at the Port may be resold on Port facilities.

HAZARDOUS MATERIALS

111

Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express written consent of the Port Director and previous arrangement (at least 12 hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

Temporary storage and/or shipment through the Port of Bethel of quantities of hazardous waste in excess of 400 pounds of acutely hazardous material requires a minimum fourteen (14) day advance request for a permit.

No person shall throw or otherwise cause to be deposited any gasoline, oil, hazardous waste, petroleum contaminated refuse or pumping of bilge containing petroleum products onto any part of the port, harbor or waters under the jurisdiction of the Port of Bethel.

Pumping or storing fuel on floats is prohibited.

A. HAZARDOUS MATERIALS

1. Acids, gasolines, fuel oil, volatile fuels, distillates, liquid petroleum products, explosives and hazardous substances ("Petroleum Products and Hazardous Substances") shall be unloaded from or loaded to vessels only at those locations within the Port of Bethel designated as suitable for such purposes by the Port Director. The Port Director may from time to time impose safety conditions and such other operating procedures as are necessary for the transferring of any such materials anywhere inside the Port Facility. All Petroleum Products and Hazardous Substances shall be identified on the Dangerous Cargo Manifest (DCM) (required with submittal of overall cargo manifests) and clearly marked on vessel cargo manifests, including property reporting requirements. Each user of the Port of Bethel transferring Petroleum or Hazardous Substances to or from a vessel, other than for use and/or consumption on the vessel, shall have available

and be capable of implementing an Oil Discharge Prevention and Contingency Plan (ODPCP) approved by the Alaska Department of Conservation (ADEC), Environmental Protection Agency (EPA) and United States Coast Guard (USCG) capable of fully containing damages that might otherwise be caused by an explosion, fire, contamination or pollution. No ODPCP relying solely on equipment or expertise outside the immediate Bethel area at the time of the cargo handling shall be acceptable.

2. Any person possessing or keeping Petroleum or Hazardous Substances anywhere in the Port of Bethel shall do so in full compliance with the terms and conditions of all applicable Federal, State and local laws and regulations, including, the requirements of the agencies responsible for the administration of such laws and regulations including the Maritime Transportation Security Agency (MTSA), the USCG and the ADEC. Additionally, any person possessing or keeping Petroleum or Hazardous Substances anywhere in the Port of Bethel shall do so in full compliance with the terms and conditions of this Tariff, Port rules, Port regulations, and Port Director safety conditions controlling the use, storage, and disposal of such materials. Any hotwork (welding, cutting) or sandblasting, whether on a vessel or dockside, must be approved in advance by the Port Director. Authorization request forms are available from the Port Director and must be completed prior to commencing any hotwork or sandblasting. Users who do not obtain advance approval will be subject to the imposition of fines set forth herein.
3. Failure to notify the Port of Bethel of the possession on a vessel or transferring to or from a vessel of Petroleum or Hazardous Substances in quantities greater than what is reasonably necessary for use and/or consumption on the vessel may result in the immediate confiscation and removal of the Petroleum or Hazardous Substances by the Port of Bethel at user's expense, the imposition of the fines set forth in this Tariff against the person violating this provision, the owner and operator of the vessel containing the improper cargo, and any vessel containing the improper cargo, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner, and vessel operator may be denied use of Port facilities.
4. A vessel engaged in the business of supplying Petroleum or Hazardous Substances may haul or lie alongside a vessel or Port Facility only at locations specifically designated as suitable for the loading or unloading of such cargo, and only for so long as is required to load or discharge the same cargo products unless alternative arrangements are made with the Port Director. All users handling materials described in subsection (a) will comply with the hazardous

cargo handling requirements outlined in the Port of Bethel's USCG approved Facility Security Plan.

5. Nothing in these Tariff regulations, or discretionary instructions or orders from the Port Director, shall be construed to reduce the standard of care required by the laws and regulations of any governmental entity for the safe and proper handling of Petroleum or Hazardous Substances. In each and every instance, the requirements and regulations of the Port of Bethel shall be additional and supplemental to any and all rules, regulations, ordinances, statutes and laws of all other governmental entities.
6. A red flag shall be displayed as a danger signal at the fore top mast head of the vessel while Petroleum or Hazardous Substances are being transferred in either direction between the vessel and the Port of Bethel, or between vessels. Adequate signage shall be displayed as a danger signal in plain view on all hazardous cargo in staging, transshipment or laying at rest in the Port of Bethel.
7. When the standby of emergency services is required by a federal or state agency during the loading or unloading of Petroleum, Explosives or Hazardous Substances, or when the standby of emergency services is requested by a shipper, the shipper shall pay for the standby of emergency services at the rate set in Section 207 of this tariff. A minimum of five (5) days' notice must be provided to the Port Director of the specific date and time the stand by services are needed. Any violation of this five (5) day notice requirement will be subject to the imposition of fines set forth herein.

WASTE OIL HANDLING

112

1. Waste oil from any source other than small vessels or in quantities greater than five (5) gallons may be accepted by the port for a fee (designated in the Bethel Fee and Rate Schedule). Port users shall contact the Port Director to arrange for a place where such waste oil will be accepted.
2. Any unpermitted disposal or abandoning of waste oil in the Port of Bethel will subject the person disposing of or abandoning the waste oil, the vessel from which the waste oil originated, and the owner of the vessel from which the waste oil originated, to the fine established by this tariff. Glycol, solvents or any other non-petroleum based product disposal shall not be permitted. Users are hereby notified that surveillance cameras may be operating at any time, and shall be used to determine whether a user has improperly or unlawfully disposed of or abandoned prohibited materials.

ACCIDENT REPORTING

114

A person who is involved in an incident within the Port or any Port Facility which results in the injury or death of a person, or any property damage shall immediately notify the emergency personnel as well as the Port Director. If the office of the Port Director is closed, notification shall be given to the Bethel Police Department. The initial reporting of damages or injuries should be communicated by the most expeditious

means, followed in writing on the next business day to the Port Director. Notification shall include the name and address of the person, the type and extent of the injury or property damage, the time when the injury or property damage occurred and such other information as shall be requested in an accident form provided by the Port Director.

NO POSTING OR DEFACEMENT **114**

No person shall write or post any written or printed matter in any place within or on any Bethel Port or Harbor facilities, except upon bulletin boards constructed for that purpose and only after having obtained permission from the Harbormaster.

No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Harbormaster.

FACILITY SECURITY AND ACCESS **115**

1. All persons within the Port of Bethel must comply with any security signage and barricades defining restricted or secured areas and controlled access points.
2. All film, video and/or photography production companies are required to notify and receive written authorization from the Port Director prior to any production operations commencing on Port facilities. This requirement applies to commercial entities only, and not private photographs or video.

VESSEL REPAIRS **116**

- A. **In the Terminal:** Are not permitted. All vessel repairs shall occur in the designated areas only unless prior written approval has been received by the Port Director. Such approval shall only be provided in the case of documented emergency.
- B. **Haul-Outs:** When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock and Beaches, during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel unless:
 1. The Owner or authorized representative of the vessel submits a completed Property Storage Request prior to the vessel being hauled out; and
 2. The Property Storage Request is approved, in writing, by the Port Director; and
 3. The vessel is parked only in one of the two (2) designated storage areas.
 4. Vessel's that do not meet all three (3) of the conditions listed above or that are returned to the water, however briefly, will incur dockage fees and charges as set out in this Tariff.

MANEUVERING AND NAVIGATION **118**

1. All vessels traveling in and out of the Bethel Port Facilities will be required to have at least one fully operational marine VHF radio on board at all times, and must stand by VHF Marine channels 16 and 10 when maneuvering within the navigation channel into or out of the port or harbor entrances and must also adhere to all Bridge to Vessel Rules (found in §208 of the USCB Navigation Rules). All vessel operators, regardless of size, must adhere to standard USCG rules of navigation, and grant the right of way to larger vessels that are underway

in an approach or departure. Vessels larger than seventy-five (75') feet in length are required to give security calls before entering or departing the Port of Bethel.

2. All vessels operating within the Small Boat Harbor and navigation channel shall do so in a safe manner so as not to cause a wake, wash or wave action which will cause damage or endanger any other vessels or occupants. Vessels shall travel at a speed no faster than 5 mph while in the Small Boat Harbor or navigation channel. Violators of this section will be subject to fines as defined BMC Chapter 14.

CLOSED SEASON

119

1. The Port of Bethel facilities are considered closed during the iced-in period of each year, typically between mid-November and late-May/early-June. Activities within the Port may not be carried out during the closed season without prior authorization by the Port Director. The Port Director shall have sole discretion to determine whether the user requesting access shall be allowed to use the Port under such circumstances,
2. Users should submit cost estimates and work plans when seeking approval to conduct operations during the closed season. The Port Director shall evaluate any request to use the Port during the iced-in months according to the cost and burden the facility may reasonably be expected to incur by approving the request, in comparison with its overall value to the community, the Port and City of Bethel.
3. If the operation is approved, all reasonable charges incurred by the Port of Bethel over and above the typical summer season expenses for a similar operation will be the responsibility of the user. The rate may be negotiated or based on actual incurred costs, as determined by the Port Director. Any damage to the Port of Bethel during these winter operations will also be the responsibility of the company conducting the operation.

Section 2 – DESCRIPTIONS AND SCHEDULE OF CHARGES

GENERAL DESCRIPTIONS AND CHARGES

200

A. MINIMUM CHARGES:

Except as otherwise provided herein, where named services are performed, the minimum charge for any single shipment shall be:

Wharfage:	\$75.00
Storage:	\$75.00
Call-Outs	\$400.00 (unscheduled)
	\$200.00 (scheduled)

B. FRESH WATER FOR VESSELS:

Water deliveries shall be arranged through the Port Office. Fresh water will be furnished to vessels as follows:

(Regular delivery hours are 5 am to 5 pm Monday to Friday)

Service	2017	2018	2019	2020	2021
Hook-up Fee	\$135	\$140	\$150	\$160	\$170
Rate Per Gallon	\$0.18	\$0.19	\$.20	\$0.21	\$0.22
After Hours Call-Out Charge	\$75	\$80	\$85	\$90	\$95

The above charges include the service of Port personnel to hook-up and disconnect hoses. The Port will furnish on request a maximum of 100 feet of 2-1/2 inch hose suitable for dispensing potable water.

C. GRAY WATER SERVICES FOR VESSELS

Arrangements for gray water services for vessels shall be arranged through the Port Office. Gray water will be removed during regular hours (Monday to Friday 5 am to 5 pm) as follows:

Service	2017	2018	2019	2020	2021
Hook-up Fee	\$135	\$140	\$150	\$160	\$170
Rate Per Gallon	\$0.18	\$0.19	\$.20	\$0.21	\$0.22
After Hours Call-Out Charge	\$75	\$80	\$85	\$90	\$95

D. REFUSE REMOVAL AND DISPOSAL

The following charges will apply to refuse placed in a Port-supplied refuse box or dumpster:

Dumpster	2017	2018	2019	2020	2021
4 yard	\$130	\$137	\$145	\$150	\$160
8 yard	\$235	\$250	\$260	\$275	\$285

Requests to empty dumpsters must be made no later than 10 am Monday through Saturday. There is no dumpster service on Sundays.

NOTE 1. No wood, pallets, metal, heavy plastics such as crab line, or poly totes fish waste, chemicals, or food additives, or hazardous materials are allowed in dumpsters. If a vessel requires any of these prohibitive materials to be hauled to the landfill by the Port of Bethel, the following charges shall apply:

- a. Pallets or wood (per dump truck load): \$650.00
- b. Other waste or scrap (per dump truck load): Landfill charges plus a \$350.00 administrative fee.

Note 2: placing prohibited material in a dumpster and/or failure to sort refuse required by Landfill will result in a penalty equal to any fees incurred by the Port plus a 30% Administrative charge, or equal to any time and material plus a 30% Administrative Charge, whichever is greater.

E. FUEL TRANSFER CHARGES/RULES:

There will be assessed a six cent charge (**\$0.06 PER GALLON**) of fuel transferred from vessel to tanker, tanker to vessel, vessel to vessel, vessel to pipeline and/or pipeline to vessel. This will be in addition to dockage charges.

All carriers or its agent for dock-side fuel operations, bringing in fuel to transfer to tanker trucks will show proof of fuel clean-up equipment aboard each vessel, show proof that tanker trucks are certified to take on fuel and will give the Harbormaster a completed copy of the "DECLARATION OF INSPECTION PRIOR TO BULK CARGO TRANSFER". No fuel will be transferred without proof of the above mentioned requirements and any other Federal, State or Local requirements.

The deliverer of fuel accepts the responsibility and costs for any clean-up of fuel that may occur. The Port of Bethel will not provide any fuel clean-up equipment, hoses, storage tanks, or parking areas for tanker trucks. The Port of Bethel reserves the right to refuse the dock for any and all fuel transfers, and may demand of the carrier to have on-site inspections by any and all State and Federal agencies involved in fuel transfer and delivery.

The carrier liable for fuel transfer must give proof of liability insurance with the Port of Bethel named as certificate holder. This does not relieve the Port of Bethel or holders of Terminal Use Permits from liability for their own negligence.

The carrier of the fuel or its agent is responsible for all clean-up of pipeline, catch barrels and areas affected immediately upon completion of transfer operations. This includes clearing the pipe line located in the Terminal to be fuel free. Should the Port be required to clean or clear the pipeline all cost will be charged to the responsible user.

F. SPILLAGE:

All spillage and/or leakage of petroleum products or flammables shall be reported to the Port Director, US Coast Guard and Alaska Department of Environmental Conservation (ADEC) without delay. Clean up will commence immediately – ***no exceptions!***

Port Office:	(907) 543-2310
Port Director:	(907) 545-4150
National Response Center:	(800) 424-8802
ADEC:	(907) 451-2100
USCG	(907) 271-6700

G. GOVERNMENT VESSELS:

Government vessels may use the Port of Bethel. Only vessels belonging to the Alaska Marine Highway System are exempt from all charges at Port of Bethel facilities. Government vessels such as those registered with the US Navy, National Oceanic and Atmospheric Administration, US Fish and Wildlife Service, and Alaska Department of Game may use the Port of Bethel Facilities on a space available basis if they call infrequently (no more than twice in one calendar year) and for short periods of time (24 hours or less). In such instances they are exempt from dockage charges only, but must pay for all other services when rendered. All government ships must vacate facilities belonging to the Port of Bethel when requested to do so. Government agencies that have User Agreements on file with the City and Port of Bethel will pay for dockage and other services as outlined in those agreements.

H. LINE HANDLING:

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners or agents.

I. PROSPECTIVE PERMIT HOLDERS: Prospective permit holders will be required to provide a listing of vehicles and equipment to be used under the auspices of the issued permit at the time of application. A new vehicle and equipment listing will be required each year during the application process.

J. FEES AND CHARGES:

1. Application of Man Hour Rates on Handling: When the services of handling freight/cargo are required, the Port of Bethel reserves the right to apply applicable man-hour rates of \$125.00 per person per hour.
2. Stevedoring Permits:
 - (a) Full Service Permit: This permit enables the holder to unload and/or load common carriers or contract vessels and allows local carriers to deliver or remove freight/cargo from designated areas under the jurisdiction of the Port of Bethel.
 - (b) Specialty Permit: This permit allows the holder to engage in loading and unloading of ships or barges. It also allows the holder to provide a specialty service. Holders of this permit will be subject to depart the City

Dock during the period that mainline common carrier vessels have berthing reservations.

(c) Independent Permit: An Independent Permit allows only the loading and unloading of fish products to vessels no less than 150 feet LOA.

(d) Rate:

Permit	2017	2018	2019	2020	2021
Full Service Permit	\$630	\$660	\$690	\$730	\$760
Specialty Permit	\$475	\$500	\$525	\$550	\$575
Independent Permit	\$315	\$330	\$350	\$365	\$385

3. Decals: Windshield decals will be issued by the Port of Bethel to permit holders so that vehicles entering and leaving Port facilities are readily identifiable as belonging to valid permit holders. Decals will be displayed on the lower right hand side (passenger side of vehicle) of the windshield. Decals for 1-3 vehicles are free; 4-10 vehicles \$40.00 each vehicle; 10-20 vehicles \$50.00 for each vehicle.
4. Prospective Permit Holders: Prospective Permit Holders will be required to provide a listing of vehicles and equipment to be used under the auspices of the issued permit at the time of application. A new vehicle and equipment listing will be required each year during the application process.
5. Fresh Water for Vessels: ~~Water deliveries shall be arranged for through the Port Office. Fresh water will be furnished to vessels as follows:~~

Volume	Rate [^]
Hook-Up Fee**	\$145.00
Rate per Gallon	\$0.17
After Hours call-out Charge	\$100.00

~~** Monday – Friday 8 am to 5 pm~~

~~^ Rates are subject to change~~

6. Gray Water Service for Vessels: ~~Arrangements for gray water services for vessels shall be arranged for through the Port Office. Gray water will be removed from vessels as follows:~~

Volume	Rate [^]
Hook-Up Fee**	\$145.00
Rate per Gallon	\$0.17
After Hours call-out Charge	\$100.00

~~** Monday – Friday 8 am to 5 pm~~

~~^ Rates are subject to change~~

7. Refuse Removal and Disposal: ~~The following charges will be made when a ship places refuse in a Port-supplied box or dumpster:~~

~~— 4-Yard Dumpster: ————— \$140.00~~

~~— 8-Yard Dumpster ————— \$250.00~~

~~A request to dump a dumpster must be made no later than 10 am Monday through Saturday. There is no service on Sundays.~~

~~**NOTE 1:** No wood, pallets, metal, heavy plastics such as crab line, or poly totes, fish waste, chemicals, or food additives, or hazardous materials are allowed in dumpsters. If a vessel requires any of these prohibitive materials to be hauled to the Landfill by the Port of Bethel, the following charges shall apply:~~

- ~~a. Pallets or wood (per dump truck load): \$650.00~~
- ~~b. Other waste or scrap (per dump truck load): Landfill charges plus a \$350.00 administrative fee~~

~~**NOTE 2:** placing prohibited material in a dumpster and/or failure to sort refuse required by Landfill will result in a penalty equal to any fees incurred by the Port plus a 30% Administrative charge, or equal to any time and material plus a 30% Administrative Charge, whichever is greater.~~

- 8. Used Oil Disposal: The Port of Bethel and its facilities may accept used oil. Used oil is defined as engine oil that is unmixed with any other product. When prior arrangements are made with the Port Director, or the Harbormaster, the Port of Bethel can provide drums and hauling services at a cost of \$15.00 per gallon plus the cost of the containers, or any other expenses that may arise in disposing of used oil. Payment for this service will be made directly to the Port of Bethel.
- 9. Solid & Liquid Waste Materials: No solid or liquid waste products shall be disposed of on, or at, Port of Bethel facilities without prior authorization of the Port Director, or Harbormaster. Solid and liquid waste will only be accepted if placed in non-flammable and leak-proof containers. The fee for providing these services shall be the basic rate for Port of Bethel labor of \$125.00 per man-hour per person plus any additional costs that may be incurred with this operation. Only non-hazardous material will be accepted.

BERTHING

201

A. PERMISSION REQUIRED:

- 1. The Port of Bethel must be notified twenty-four (24) hours in advance of any intent to dock/undock vessels at any of its Facilities.
- 2. Prior to any transient vessel mooring, anchoring, or berthing within the Port of Bethel, they shall first receive approval for a berth assignment from the Port Director. Written berthing applications must be submitted for all vessels. Vessels arriving at the Port of Bethel without prior notification will be granted dockside access only after all scheduled traffic has completed operations or an open berth is available and sufficient time exists for operations to be completed prior to the arrival of the next scheduled vessel.
- 3. All berthing assignments approved by the Port Director shall be granted as outlined below, however, emergency berthing may be granted at any time at the discretion of the Port Director.

(a) Berth Priority – Cargo Dock

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

- | | |
|--------------------------|-------------------------------|
| 1 st Priority | Common Carriers over 200 feet |
| 2 nd Priority | Other Carriers and Vessels |

4. **ALL BERTHING, BERTH PRIORITY OR ORDER OF PRIORITY SHALL BE SOLELY AT THE DISCRETION OF THE PORT DIRECTOR OR HIS DESIGNEE.**
5. All docking permit holders must sign and file with the Harbormaster's office a Dock Use Agreement stipulating compliance with harbor rules. Users who cannot provide proof of insurance coverage are subject to additional fees and may be denied use of the Port.
6. All berthing and docking permits assigned shall apply to a specific vessel at a specific location (or area) for a specific period of time, and are non-transferable, non-refundable, conditional permits, revocable without notice or claim, except as otherwise provided in these tariff regulations.

B. GENERAL BERTHING RULES:

1. All vessels, or their owners/agents, desiring to berth at the Port shall file a Vessel Berthing Application in advance with the Port Director. All applications must be approved by the Port Director before any vessel will be scheduled for docking or before loading or discharging of any cargo.
2. Common carriers may provide a list of vessels with the required Port information in lieu of a separate vessel application for each vessel. This list should be on file with the Port by the arrival of the first barge of the season and updated as necessary and before the carriers vessel arrive at the Port for service.
3. Prior to each docking all vessels or it's owners or agents must verbally schedule with the Port Director the ETA/ETD of the vessel and specify the nature and quantity of the cargo to be handled, AND the start time for the crew to begin the discharge and/or loading operations. After approval of the scheduling the Port will provide necessary docking instructions.
4. Vessels requesting to dock for vessel repairs must be approved by the Port Director only, prior to docking.
5. Vessels that cause delay or disrupt Port Operations may be held financially responsible for the cost of the delay for the dock customer who was delayed and to the Port for revenue lost due to failure to comply with Tariff rules.
6. Vessels intending to berth/moor, or depart Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/barge in a safe manner.
7. Safe working speed will be maintained given prevalent conditions. Berthing speeds shall not exceed 16-feet per minute.
8. Line handlers shall be used.
9. In all cases, prudent seamanship and current rules of the road apply.
10. Any **Vessel or Boat improperly docked** will be charged a fee of Two Hundred (\$200) Dollars per occurrence.
11. The Port of Bethel does not perform the services of line handling.
12. All vessels who have lines tied or attached to any part of the Port Facilities will conduct regular line checks and make adjustments according to the tides. The Port of Bethel will in no way assume responsibility for or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.

13. Vessels that have been approved to dock in un-authorized areas will do so for the amount of time permitted by the Port Director which will not exceed thirty (30) minutes under any circumstances. During the time vessel is docked in a special area it must have a trained crew member on board that is alert and capable of moving the vessel in an emergency or on short notice and who will conduct regular line checks and adjustments.
14. Vessels at berth engaged in loading or discharging may be required to work overtime at the discretion of the Port Director.
15. Vessels vacating berth due to equipment problems will be charged the normal dockage fee and any standby time accumulated.
16. Vessels tied to the outside of Vessels already tied to any part of the dock facilities (rafting) – will adhere to the same Tariff Rules and Regulations as any vessel tied to the dock. No vessel, owner, agent, etc. has the right to refuse outside berthing if it has been authorized by the Port Director.
17. All vessels using the Cargo Terminal Dock will be required to keep aboard a crew of sufficient size to move the vessel at the request of the Port Director or his/her designee.
18. Tying to piling, sheet-pile, rip-rap, and bull rails is prohibited. All vessels using the cargo dock will use the bits, cleats, and/or bollards.

C. BERTHING RESERVATION:

A Terminal Operator Permittee may secure reserved dock space under the following conditions:

1. Reservations shall be made by facsimile, telephone, email HF 4125, the Automated Information System (AIS) when available, or marine VHF (Channels 10 or 16).
2. All vessels, their owners or agents, desiring a berth at the docks shall, within a minimum of **twenty-four (24) hours** prior to anticipated vessel arrival, make advance application for berthing, specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. Applications will be processed on a first-come first served basis.
3. The Port Director will determine availability of berth, services, etc. Should berthing schedule conflicts be found between berthing applicants, the Port Director shall mediate a resolution which will attempt to minimize negative impacts on both (or all) parties.
4. Unless prior credit has been established, full dockage fees will be paid to the Port at the time of application for berthing reservations. Prepaid dockage fees will be **non-refundable** unless a written cancelation is received by the Port a minimum of **twelve (12) hours** prior to scheduled vessel arrival.
5. When space is available, vessels with approved reservations may have a twenty-four (24) hour grace window on either side of scheduled call/stay provided no other reservations have been received.
6. Vessels that dock at berths without prior berthing application approvals do not have berthing privileges or priority and shall complete a berthing application immediately after docking.

7. Failure to notify the Port of Bethel of arrivals, departures and cancelation of a confirmed schedule or reservation less than twenty-four (24) hours in advance may result in a fine of two-hundred fifty (\$250) dollars plus applicable sales taxes.

D. CONDITIONS OF BERTHING

All applications for vessel berthing shall be made in the form specified by the Port Director and may require the timely filing of the financial responsibility information called for by a Supplement to Vessel Berthing Application, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

1. Unless waived pursuant to paragraph B below, the terms of payment for all applicable terminal or dockage 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 Director six (6) days prior to the vessel's scheduled arrival, or at such time as may be authorized or directed by the Port Director, but in all cases in advance of actual services rendered.

When a cash deposit has been posted, any excess thereof after satisfaction of all applicable port charges shall be promptly refunded by the Port of Bethel to the party posting same.

2. The Port Director 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 Director, and:
 - (a) The party responsible has established credit worthiness acceptable to the Port Director; or
 - (b) Adequate security, acceptable to the Port Director, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - (c) The agent requesting the berth, or another entity, in each case applicable to the Port Director as credit worthy, has personally accepted financial responsibility for the applicable charges.
3. The vessel agent or other person requesting a berth ("berthing agent") shall provide, as a part of the berthing process and to the extent of his knowledge, all information called for by any Supplement to Vessel Berthing Application respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded or discharged.
4. The vessel agent or other person requesting a berth shall provide an estimate of the amount of each category of port charges, as enumerated, and the party responsible therefore. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's information supplied, based upon and to the extent of information made available to the berthing agent. Such agent shall be held personally liable to the City of Bethel as a result of the agent's failure to accurately report the above information.

Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information the agent reasonably believes is not equally known to the Port Director, he shall immediately notify the Port Director and if requested by the Port Director, promptly file an amended Supplement to Vessel Berthing Application with the Harbormaster.

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

5. The Port Director shall, promptly after receipt of this form, advise the berthing agent as to (i) its approval or adjusted estimate of terminal charges and (ii) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
6. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, request for berth reservation and assignment of berths shall otherwise be in accordance with all local rules and regulations established by the City of Bethel.
7. The City of Bethel retains the right in its sole discretion to determine whether a responsible party or agent is credit worthy and waive the cash-in-advance requirement. The City may establish guidelines for determining whether a responsible party or an agent is credit worthy. Compliance with these guidelines does not create a right to waiver of the cash-in-advance requirement.
8. For safety or other reasons, the City of Bethel in some circumstances may grant a vessel a temporary berth before the owner or agent has paid all applicable charges or otherwise complied with all applicable Tariff provisions of conditions of berthing.

In such circumstances, the vessel may unload its cargo only if (i) the Harbormaster determines that a regular berth is available, and (ii) the owner pays all applicable charges and complies with all other applicable Tariff provisions and conditions of berthing. If no regular berth is available, or the vessel owner or agent does not pay all applicable charges and comply with other applicable provisions, the vessel may not unload its cargo and shall sail on the next tide. The vessel shall be assessed appropriate fees as set forth in this Tariff.

E. TUG REQUIREMENT:

Vessels berthing or departing docks subject to the Tariff must use sufficient tugs so vessel can be berthed or removed in a safe manner. Vessels intending to berth/moor, or depart Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/barge in a safe manner.

F. SPEED LIMITATIONS:

1. Berthing speed shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.
2. Safe working speed will be maintained given prevalent conditions.
3. All craft shall operate at a reduced speed within one quarter mile of the docks outside of the Harbor.

4. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant thereof, regardless of established speed limits.

G. SECURING VESSELS:

1. All vessels berthing in the Port of Bethel shall be moored, anchored and secured in a safe manner according to generally accepted practices of seamanship. All vessels lying at a wharf, pier, causeway, revetment, dock, floats, other improvements or alongside another vessel shall be secured with head and stern lines to mooring bits, bollards or cleats. **Any securing of lines to scupper holes, tires, chains or ladders is not permitted.** All methods of securing a vessel and all rigging of a vessel in the Port of Bethel shall be subject to inspection and approval by the Port Director at any time. Orders of the Port Director to change or improve vessel security or rigging shall be executed by the permittee immediately. Each vessel owner or operator is responsible for checking and re-securing all lines, anchors, and rigging in use by his or her vessel during all weather conditions.
2. The Port Director may require vessels to raft on the floats and sheet pile docks during periods of heavy traffic and/or bad weather. If so ordered, all vessels shall comply immediately.
3. All vessels moored in the Port of Bethel shall always and continuously, **without fail**, maintain on board the vessel such crew members as are necessary to care for the vessel and to move the vessel immediately on emergency order of the Port Director. Skiffs and other small craft in the Small Boat Harbor may be exempt from this requirement if the Port Director approves of an alternative method of ensuring that a vessel can be contacted and the vessel relocated without delay in the event of an emergency.

Failure to comply with these regulations may result in the imposition of the fines set forth in this tariff against the person violating this provision, the owner and operator of the improperly secured vessel, and the improperly secured vessel, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner, and vessel operator may be denied use of Port facilities.

H. PREFERENTIAL BERTHING:

The Port Director shall review and consider for preferential berthing, for specific dates and times, all written requests received by the Port of Bethel based on the date received. Preferential berthing permits shall be based on a 24-hour period constituting one day.

1. If two or more applicants apply for preferential berthing for the same time and location, the Port Director shall convene an informal telephonic or personal conference with representatives of all conflicting application, and shall attempt to obtain a good faith accommodation that minimizes costs or damages to all of the conflicting applicants. If the Port Director is unsuccessful in obtaining a consensus accommodation among conflicting applicants, then the Port Director shall arrange and execute a fair and impartial drawing of lots to determine which conflicting applicant shall receive the preferential berthing reservation.

2. No holdover rights are derived from the award of preferential berthing. A vessel delayed in arrival to its reserved, preferential berthing, or a vessel choosing to hold over beyond the term of its preferential berthing, shall be accommodated only during the period of its original preferential berthing reservation, and shall be treated as any other application on a first-in-time basis for any holdover berthing time.

I. REASSIGNMENT/RETURN TO BERTH

Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to assign another berth to the vessel if a satisfactory alternative is available. Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to return the vessel to the original berth as soon as possible, provided however that no decision to return the vessel to its original berth shall result in interference with other berthing reservations existing at the time of the revocation.

J. ALTERATION OR REVOCATION OF BERTHING ASSIGNMENTS:

1. The Port Director may, in his or her sole discretion, alter or revoke any and all berthing assignments whenever he or she determines that such an alteration or revocation is necessary to prevent illegal activities, to prevent damage to the Port of Bethel, to avoid undue delay in port operations, to avoid unsafe congestion in the port, to avoid grossly excessive operational costs to the Port of Bethel or to other users of the Port of Bethel, to prevent further accumulation of charges on an already outstanding account, to facilitate access and efficiency in the Port, or to accommodate emergencies, the public health, safety and welfare.
2. Any and all orders from the Port Director demanding the alteration, revocation or reassignment of berthing arrangements for a vessel shall be delivered to the vessel orally or in writing, or to the permittee if the vessel is not in the Port of Bethel. The vessel shall comply fully with the Order no later than four (4) hours after the time of receipt of the Order, provided however that the Port Director can require compliance within a shorter time if an emergency so requires.

K. VESSELS REQUIRED TO VACATE BERTHS:

Vessels may occupy a berth, subject to charges named in Item L, providing such vessel shall vacate the berth upon demand by the Port Director or his authorized representative. The Port of Bethel reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate a berth, when not actually engaged in loading or discharging freight/cargo or when occupying a berth beyond the time scheduled by the Port Director. Vessels refusing to vacate berth on demand may be moved by tug or otherwise, and any expenses or damages to vessel, other vessels or wharf structures during such removal shall be charged to the vessel so moved.

Unauthorized anchoring in open areas in or adjacent to the Bethel Port and Harbor is prohibited.

L. CHARGES:

Vessels that berth are subject to charges as outlined in this Tariff. When a vessel is shifted directly from one wharf (berth) to another wharf (berth) owned by the Port of Bethel, the total time at such berths will be considered together in computing the dockage charge.

DOCKAGE

202

Dockage is the charge assessed to a vessel for docking at a wharf, dock, pier or other facility, or for mooring to a vessel so docked.

A. DOCKAGE PERIOD: HOW CALCULATED:

Dockage shall commence when: (a) a vessel's first line is made fast to a wharf, pier or other facility or (b) when a vessel is moored to another vessel so berthed or (c) when a vessel comes within or moors within a slip and shall continue until such vessel is completely freed from and has vacated the berth or slip. No deductions will be made for Sundays or holidays.

B. HAUL OUTS:

When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock or Beaches, during June 1st and October 31st of each year, the vessel will be charged a daily dockage rate.

C. BASIS FOR COMPUTING CHARGES:

Dockage charges will be assessed on the length-over-all of the vessel. Length-over-all shall be construed to mean the linear distance, expressed in feet, from the most forward point of the stem of the vessel to the aftermost 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" or "NOAA Vessel Documentation Center" will be used. If no such figure appears in "Lloyd's Register" the Port reserves the right to: (1) obtain the length-over-all from the vessel's register, or (2) measure the vessel.

In calculating dockage, billing rates are for twenty-four (24) hour periods with a minimum of twelve (12) hour per charged LOA. For billing purposes, partial periods will be rounded up to the next half period.

D. VESSEL DOCKED TO REPAIR, SHORE, OUTFIT OR FUMIGATE:

Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, store or fumigate while docked anywhere **unless** the vessel is parked in one of the two (2) designated parking

areas **and** has filed a storage agreement with the Port Director prior to placing the vessel in one of the designated parking areas.

E. TUG BOATS:

A single vessel, when actively engaged as a tug boat, assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage. A tug boat leaving its tendered vessel for any purpose shall waive its right to free dockage for the period of berthing left its tendered vessel until it secures back to its tendered vessel.

F. DOCK ASSIGNMENTS:

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

G. DOCKAGE RATES:

1. A vessel permitted to anchor in any Port of Bethel anchorage away from the shoreline, that is being loaded or unloaded by lighters, shall pay dockage at the daily rate assessed upon the size of that anchored vessel, commencing when the first lighter of the operation first places the first line upon any Port of Bethel facility and continuing until the last lighter is free from any Port of Bethel facility. Lightering vessels will not be charged dockage during this transfer of cargo
2. A vessel permitted to beach or run aground in the tidelands or at the mean high tide line away from any Port of Bethel dock or landing shall pay dockage at the daily rate assessed upon the size of that vessel or, the port may determine that any vessel beached or grounded more than thirty (30) days in succession can be rescheduled as an idle vessel for purposes of dockage charges. Beached or grounded vessels will not be permitted to remain throughout the winter at the high tide line anywhere within the Port of Bethel.
3. Daily dockage rates will be assessed as follows except as otherwise provided:

Overall Length of Vessel (Ft)		Charge per 24 hour		
Over	But Not Over	2017	2018	2019
0	100	\$170.44	\$178.96	\$187.91
101	125	\$201.62	\$211.70	\$222.29
126	150	\$232.82	\$244.46	\$256.68
151	175	\$294.08	\$308.79	\$324.23

PORT OF BETHEL TARIFF #5

176	200	\$328.62	\$345.05	\$362.30
201	225	\$365.38	\$383.65	\$402.83
226	250	\$399.90	\$419.90	\$440.90
251	275	\$435.55	\$457.33	\$480.20
276	300	\$471.20	\$494.76	\$519.50
301	325	\$506.85	\$532.19	\$558.80
326	350	\$545.83	\$573.12	\$601.78
351	375	\$640.52	\$672.55	\$706.18
376	400	\$679.51	\$713.49	\$749.16
401	425	\$719.61	\$755.59	\$793.37
426	450	\$759.71	\$797.70	\$837.59
451	475	\$796.47	\$836.29	\$878.10
476	500	\$838.80	\$880.74	\$924.78
501	525	\$880.02	\$924.02	\$970.22
526	550	\$922.35	\$968.47	\$1,016.89
551	575	\$963.56	\$1,011.74	\$1,062.33
576	600	\$1,005.89	\$1,056.18	\$1,108.99
601	625	\$1,089.44	\$1,143.91	\$1,201.11
626	650	\$1,297.75	\$1,362.64	\$1,430.77
651	675	\$1,507.17	\$1,582.53	\$1,661.66
676	700	\$1,715.48	\$1,801.25	\$1,891.31
701	725	\$1,924.89	\$2,021.13	\$2,122.19
726	750	\$2,133.20	\$2,239.86	\$2,351.85
751	775	\$2,342.62	\$2,459.75	\$2,582.74

PORT OF BETHEL TARIFF #5

776	800	\$2,545.58	\$2,672.86	\$2,806.50
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801 and over \$2400 plus \$5.00 for each LOA in excess of 800 feet

H. MONTHLY DOCKAGE RATES:

Vessels employed solely in the business of providing tug service to vessels calling at the Port may make application to the port director for monthly dockage rates.

Vessels accorded the monthly rate shall not be deemed to have been given any preferential berthing right and shall vacate any particular berth when ordered to do so by the port director.

The monthly agreement may be revoked by the port director and terminated by the operator upon five (5) days written notice.

The monthly dockage rate shall be assessed at one-half (1/2) the full dockage charges per 24-hour period as set forth in this item.

DUNNAGE

203

DEFINITION:

The specified items approved by the Bethel Port Commission for which no wharfage charge will be assessed on outbound containers carrying the specific dunnage items, for which wharfage was assessed on the inbound movement. The qualifying dunnage materials that are used strictly for the purpose of securing and protecting cargo are listed below:

- Bags, bulk containers – empty
- Bales of cardboard
- Bins, necessary for the transportation of groceries, foodstuffs and/or store merchandise – empty
- Boxes, fiberboard, paper or pulp board – used and collapsed
- Cans, aluminum – used and empty
- Containers, bulk liquid, used for transporting chemicals or paint in bulk capacity not to exceed 500 gallons each – used and empty
- Dunnage, rubber, inflatable
- Dunnage, wooden
- Load locks
- Material, not a part of the pallet, platform, skid or shipping container, used to protect top of lading or to secure the load to the pallet, platform or shipping container
- Pallets

- Pallets, Platforms or Skids, with or without standing or collapsible sides or ends, with or without top, and includes plastic or rubber liners used in conjunction therewith
- Platforms, Partitions or Dividers
- Skids

NOTE: The return provisions of dunnage will apply only when the returned articles have been assessed wharfage on inbound movement.

SEAWALL MOORING

204

Moored vessels may not extend out from the Seawall more than one hundred (100') feet maximum. Outboard vessels shall not be longer than the inboard vessel to which they are moored. Moorage of more than two (2) vessels wide is not allowed. Vessels will not be allowed to moor outboard of each other in Brown's Slough. The daily dockage rate will apply for any vessel in excess of 100 ft or two vessels wide.

Vessels that are moored outboard of the first vessel and have a load will be charged a daily dockage rate and the rate for a seawall mooring permit shall not apply. Daily dockage rates will be applied to vessels not in their designated berth as stated in their Seawall mooring permit.

Mooring assignments are made to a particular combination of vessel and owner/operator, are not assignable by the owner/operator, and automatically expire upon the sale or transfer of the vessel to another owner/operator. A mooring assignment is not a lease or an exclusive right. A reserved berth is personal to the individual named as the owner/operator on the moorage agreement. The stall is reserved only with respect to the vessel indicated on the moorage agreement. If the vessel is not in the reserved stall, the Port Director may, at his sole discretion, assign a transient vessel to the reserved stall. Neither the owner nor operator is entitled to payment for or reimbursement from the use of the reserved stall by the transient vessel.

No person may sell, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls. In the event of a sale, lease, transfer or assignment of a moorage agreement prohibited by this section, the Port Director shall revoke the moorage agreement after providing ten (10) days written notice to the original holder of the moorage agreement.

During the winter season, vessels moored in Brown's Slough will be charged ten (10¢) cents per square foot per month. All winter storage must be prearranged with the Port Director for all Port facilities. **Vessels will not be allowed to moor outboard of each other in Brown's Slough at any time.**

No Bed & Breakfast, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the harbor due to the potential of increased

congestion and/or liabilities to the City and the impact on services capability in the harbor.

A berth user who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to pay moorage fees with respect to the stall and retain reserved use for a period of not more than one year from the date of sale, transfer or loss of possession of the vessel so long as he has replaced the vessel with another vessel of approximate size for the stall assigned within such seasonal period and paid the twenty-five (\$25) dollar administrative fee for changing the boat assigned to this reserved stall. Otherwise the moorage agreement expires. Failure of the owner or operator to give notice in writing to the Port Director of the sale, assignment, transfer or loss of use, control and/or possession of a vessel occupying a reserved moorage space within fifteen (15) days of the loss or transfer is grounds for immediate termination of the moorage agreement.

A vessel assigned a permanent reserved stall assignment should notify the Port Director when departing for more than five (5) days. If away from Bethel for more than five (5) days, a reserved stall vessel should notify the Port Director of its intended arrival date and time back into the Bethel Harbor at least 24 hours prior to reentry in to the Harbor.

All vessels should notify the Port Director's office prior to arrival. Those vessels who have received assigned stalls should notify the Port Director's office 24 hours prior to expected arrival to allow the Port Director to free the stall. If, despite reasonable efforts, the Port Director is unable to clear an assigned stall due to congestion, high winds, or safety considerations, a vessel with an assigned stall may be required to temporarily use a transient moorage space as directed by the Port Director.

A. Vessel Registration.

As a condition precedent to securing mooring space, each applicant shall agree, in writing, to the terms and conditions of the moorage agreement provided by the Port Director and provide the information requested in the moorage agreement registration by completing the moorage agreement and paying the required fees. This must be accomplished immediately but not later than two (2) hours after the vessel enters and moors in the Harbor or before using and Port and Harbor Facilities. Providing false or misleading information on the moorage agreement is grounds for immediate termination of services. If a vessel does not complete a mooring agreement, the Port Director shall complete one for the vessel using as much information as is available and shall submit the agreement for billing. The burden of disproving the accuracy of the agreement is on the vessel owner who failed to submit an agreement as initially required.

B. Annual Moorage Fee:

During the summer season, a vessel assigned a Seawall mooring permit will be charged a one-time annual fee of twenty six US dollars (\$26.00) per lineal foot.

Vessels moored alongside the Seawall, or the east side of the City Dock within Brown's Slough, will be charged \$26.00 per lineal foot of designated wall space.

All reserved stalls are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1st of each year.

C. Calculation of Moorage Rates:

Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the Port and harbor facilities.

Moorage charges shall be calculated on the length of the vessel, or in the case of a reserved stall, the length of the stall assigned, whichever is greater.

Length shall be construed to mean the distance expressed in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc.

STORAGE/DEMURRAGE

205

A. PERMISSION REQUIRED

1. The Port of Bethel has designated certain lands and facilities for the storage of cargo.
2. No cargo, vessel, equipment or other property shall be deposited or stored at any location within the Port of Bethel without consent of the Port Director, or acquisition of a specified location. No structure or improvement may be placed on the premises of the Port of Bethel without the prior written consent of the Port Director. No hazardous substances or explosive material components may be stored at any location on Port of Bethel property without the prior written consent of the Port Director. The Port Director has complete discretion to refuse any request for storage of hazardous or explosive materials.
3. The Port Director will designate the location of open storage for cargo on a daily, weekly, monthly, or annual basis. Users of the open storage areas for any duration of time are required to sign a Storage Use Permit (SUP) from the Port of Bethel **before** placing cargo in open storage. The recipient of a SUP shall comply with the rules and responsibilities outlined in the SUP. Cargo placed in the open storage area without a SUP may be removed from the Port of Bethel at the expense of the person who placed the cargo. Owners, agents or operators who violate this section may be issued a fine as set forth in this tariff. In addition to the fine assessed, persons placing cargo in open storage without the necessary SUP may be denied use of Port Facilities.
4. All storage **must be approved in writing and in advance** by the Port Director. Permittees will be responsible for all aspects associated with the movement of

cargo and or vessels to and from storage and for ensuring the stability of the cargo/vessel when dry-docked. The Port of Bethel accepts no responsibility for the placement and/or movement of the cargo/vessel. Cargo/Vessels not properly stored, or that shift from inadequate storage methods, must promptly be repositioned and stabilized by the owner. Cargo/Vessels remaining in an unsafe stored condition will be repositioned by a private contractor hired by the Port of Bethel, with all costs chargeable to the owner. In addition, violators of this section will be subject to the fines set forth in this tariff.

5. Persons storing vessels on Port of Bethel property shall use commercial grade boat stands for all vessel types except flat bottom vessels or skiffs less than 20 feet. Twin screw engine vessels are to have boat stands under the bow for storage purposes.
6. **All persons are prohibited from using vessels, containers and/or structures, or vehicles on Port of Bethel property as residential units. This includes vessels in storage on port property – no live-aboards on hard ground. Violations of this provision shall be subject to fines as set forth in this tariff. Repeat violations of this provision may cause the termination of storage and removal of all user’s containers, cargo or equipment at user’s expense.**

B. DEMURRAGE:

The term “demurrage” as used in this tariff shall mean the charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless **advance** arrangements have been made for storage and the items have been placed in a designated storage area.

C. FREE TIME:

1. COMPUTING FREE TIME:

Free time starts the first 12:00 am after cargo is received or unloaded onto wharf from car or truck, or, in the case of cargo received from vessel, the first 12:00 am after completion of the vessel’s discharge. On outbound traffic, the day or days vessel is loading are not included in the computation. On inbound traffic from vessel, delivery of which is made after the allotted free time period, the day freight is loaded out or delivered to truck or car is to be included in the computation as a storage day.

When freight is transshipped between deep sea vessels and involves application of both a long and short time period, the longer period shall be allowed, but not the aggregate of any two free time periods.

2. FREE TIME FOR CARGO AND MOORAGE:

Cargo- The initial period during which cargo may occupy space assigned to it on Port of Bethel property, free of wharf demurrage, or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo on, or off, the vessel.

Cargo/freight, or equipment, in working areas, or that otherwise interferes with activities at the Port of Bethel, may be moved by Port personnel. In such cases, labor and equipment charges may be assessed.

Free time of fifteen (15) days is allowed for local cargo and thirty (30) days is allowed for through-rated cargo.

Moorage Free Time - Durations of one (1) hour, or less, during which a vessel may occupy space assigned to it at a Port of Bethel facility free of moorage charges. Example of moorage free time would be a short stop for a medical emergency, or to pick up/drop off personnel.

D. LAY-DOWN AREAS:

All cargo is expected to vacate city docks and piers as soon upon arrival as possible. Cargo is not to be stored on City piers awaiting pick up by vessels unless prior arrangements are made with the Port Director. The Port Director has the discretion to refuse all cargo activities and/or laydown, either in-bound or out-bound. Cargo that is allowed to wait for "beyond" transportation shall adhere to the following rules:

1. The Port Director shall designate a laydown area for cargo;
2. The cargo may not be placed on city docks or terminal facilities except in the designated laydown area;
3. Cargo and freight not placed in the designated laydown area must be immediately removed from a city dock or terminal facility upon order of the Port Director;
4. A vessel, shipper or consignee who refuses to move cargo on demand will be assessed wharf demurrage at five times its applicable rate, starting at the time the vessel, shipper or consignee is notified to move the cargo;
5. In addition, the Port Director may, in his sole discretion, move the cargo or freight and any expense or damage, including damage to cargo or freight during such movement, shall be charged to the vessel, shipper or consignee except damages caused by the City's own negligence.

E. VESSEL OVERHAUL:

When work is performed on tugboats, barges, or other types of maritime craft while they are in temporary storage in an approved storage location, the area where the work is being performed must be cleaned up at the end of each working day. Failure to clean up after the work is performed could result in the owner/operator being assessed a clean-up fee plus being denied future temporary storage privileges. Tarpaulins, or some form of heavy-duty material must be placed under the section of the hull being scraped, or worked on, so as to preclude all of the residue being left on the land where the craft is located. Owner/operators shall be responsible for disposal of any debris, or residue, and for restoring the ground base to original condition when work is completed.

F. CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR DAILY OR MONTHLY STORAGE:

When space is available and written arrangements are entered into prior to arrival of freight/cargo at the Terminal, storage may be permitted on in-transit freight/cargo interchanged with, or between, cargo carriers at rates set forth herein.

G. CALCULATIONS:

Equipment/Freight/cargo received for storage will be billed on a semi-monthly (twice per month) rate during the summer season (June 1 through October 31), and on a monthly (once monthly) rate during the winter season (November 1 through May 31). If storage for winter season (November 1 to May 31) is paid in full at the start of the winter season the customer will receive a five (5%) percent discount. If equipment/freight/cargo is pre-paid there will be no refunds if removed before May 31st (end of winter season).

H. STORAGE RATES – OPEN AREAS: (Rate per square foot)

Commodity	2017	2018	2019	2020
Equipment*	\$0.32	\$0.34	\$0.36	\$0.38
All Other Freight/Cargo	\$0.32	\$0.34	\$0.36	\$0.38
Gravel, Sand, Rock (All types and sizes)	\$0.32	\$0.34	\$0.36	\$0.38
Hazardous Materials	\$0.53	\$0.53	\$0.59	\$0.62
Logs (any size)	\$0.32	\$0.34	\$0.36	\$0.38
Vessels	\$0.32	\$0.34	\$0.36	\$0.38

* Equipment includes, but is not limited to, all types of rolling stock, flats with and without freight/cargo, chassis, empty and loaded containers, private/personal owned vehicles awaiting pickup or outbound transit.

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

Winter Rate (November 1 – May 31) is incurred and billed monthly.

Summer Rate (June 1 – October 31) is incurred and billed every two (2) weeks)

I. MAXIMUM STORAGE TIMES:

The maximum storage period for hazardous materials (HAZMAT) on Port Facilities is ten (10) calendar days. The maximum storage time for all other items is nine (9) months. Failure to remove items after the expiration of the maximum time will result in a doubling of the storage rates. Items stored beyond the maximum time, may be seized, removed and disposed of by the City of Bethel.

J. TERMINATION OF STORAGE:

The Port of Bethel reserves the right to terminate storage of any and all cargo or equipment at any time following reasonable notice to the terminal storage permittee. If cargo is not removed from the Port of Bethel following reasonable notice, the Port Director may cause the cargo to be removed or otherwise disposed at the expense of the terminal storage user.

WHARFAGE

206

Wharfage is the charge assessed against any freight, cargo, or goods placed in transit shed or on a wharf, or passing through, over or under, a wharf or Municipal Terminal; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services.

A. APPLICATION:

Wharfage rates named in this tariff will be charged for all freight/cargo (excluding ship’s gear and overstay) received over any property belonging to the Port of Bethel and will be in addition to all other charges made under this provisions of this tariff; EXCEPT:

No wharfage shall be charged to ship’s gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. Fuel handled over wharf will not be considered as ship’s stores and will be subject to wharfage and other charges that may be incurred.

B. OVERSIDE:

Full wharfage named herein will be charged to merchandise discharged or loaded overside of vessel directly to or from another vessel or to the water when vessel is berthed at wharf.

C. OVERSTOWED CARGO:

Overstowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is immediately re-loaded to departure on the same vessel.

D. SCHEDULE OF RATES:

Commodity	Charge 2017	2018	2019	2020	2021
Freight or Cargo	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Through Rated Freight or Cargo	\$13.03 per ST	\$13.68	\$14.36	\$15.08	\$15.83
Hazardous Material	\$10.42 per short ton PLU \$25.00 for each container, flat or pallet containing more than 800 lbs	\$10.94	\$11.49	\$12.06	\$12.66

PORT OF BETHEL TARIFF #5

	of hazardous material				
*Through Rated Hazardous Material	\$13.03 per ST \$50.00 per Container	\$13.68	\$14.36	\$15.08	\$15.83
Seafood	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Inbound Petroleum Products	\$0.06 per Gal	\$0.06	\$0.06	\$0.06	\$0.06
Sand & Gravel of less than 3 inches (all types)	\$2.10 per ST	\$2.21	\$2.32	\$2.44	\$2.56
Rock of all types greater than 3 inches	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Logs (of all types and sizes) ** May not be stacked more than 8 foot high**	\$0.32 per SF	\$0.34	\$0.36	\$0.38	\$0.40
Wood – all types and sizes (banded or secured)	\$10.42 per ST	\$10.42	\$11.49	\$12.06	\$12.66

* Freight and/or cargo will not be considered through-rated if a manifest is received at least twenty-four (24) hours in advance and the manifest contains verifiable routing, clearly identifying where the freight and/or cargo's final destination is. However, if the freight/cargo is not removed from Port of Bethel facilities within ten (10) calendar days, any through-rated discount will be voided and full fees will be billed to the user. Freight already billed as through-rated that has forfeited it's through rated designated due to time restraints will be charged the difference.

E. TRANSHIPPED CARGO:

Transhipped cargo shall be taken as a single through movement and shall be included only one time for purposes of determining wharfage rate.

F. TAXES:

No taxes shall be assessed on wharfage.

PORT LABOR

207

A. LABOR RATES:

Labor as described in this section of the Tariff refers to Port employees hired or utilized for specific tasks, it does not refer to third party employees.

B. SPECIFIC LABOR COST SERVICES:

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

1. Services of loading, unloading, handling, or transferring commodities not provided for by third party employers.
2. Services of extra sorting, inspection, cleaning, etc.

3. Materials and supplies furnished by the Port of Bethel.

C. SCHEDULE OF MAN-HOUR RATES:

Unless otherwise stated herein, the basic rate for Port Labor is as follows per man-hour:

Man-Hour	2017	2018	2019	2020	2021
Labor Rate	\$110	\$115	\$120	\$125	\$130

D. SUBJECT TO CHANGE:

The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of the Port of Bethel, resulting in an increased cost of service, the rates are subject to change without notice.

E. OVERTIME:

Overtime work is work performed on Saturdays, Sundays or Holidays of after 5:00 pm, or before 8:00 am, Mondays through Fridays, or during meal periods as shown below:

6:00 am	to	7:00 am
12:00 pm	to	1:00 pm
6:00 pm	to	7:00 pm

F. STANDBY TIME:

Except as otherwise provided, when the Port of Bethel is required to order labor for a specific service, and through no fault or inability of the Port of Bethel, the work or service is not commenced, causing standby time to accrue, or when work or service after commencement is delayed through no fault of the Port of Bethel for periods of fifteen consecutive minutes or more, current man-hour rates or agent's actual labor rates, plus 18% will be assessed against the party for whom labor was ordered. In computing cost of man-hour time, less than 15 minutes will be considered no delay, but time of 15 minutes or more will be considered delay time and charges computed from cessation of work until resumption of work will be assessed in units of 15 minutes, except that no charge will be made for the final 15 minutes if work commences within the first seven (7) minutes of such period.

G. MINIMUM LABOR HOURS:

When the Port of Bethel is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under current labor working agreements and awards, the labor charges accruing after the specific service is completed and until the end of the minimum time allowed will be assessed at current man-hour rates plus 18% overhead.

H. RATES APPLY WHEN NOT OTHERWISE PROVIDED:

1. When services are performed by the Port of Bethel, its employees or agents, for which no specific rates are set forth in this tariff, or when reference is made to this item, charges for such services shall be at current man-hour rates, or agent's actual labor rates, plus 18% overhead, and the charge for any equipment used. Charge for materials furnished in connection with said services will be assessed at actual cost to the Port of Bethel plus 18%.
2. When equipment is used in performance of services, the charge will not be less than the Tariff rate.

I. LINE HANDLING:

The Port of Bethel does not perform the services of line handling. Such service is arranged by and is for the account of the agents of the vessel or stevedore company handling the vessel.

J. LONGSHORE MAN-HOUR RATES:

Man-hour rates for longshore work are available from holders of valid stevedore companies.

CARGO HANDLING

208

A. Permission Required:

1. All movement and placement of cargo within defined cargo handling areas in the Port of Bethel shall occur only in compliance with the prior approval of the Port Director. No person may place or deposit cargo or other property at any location within cargo handling areas in the Port of Bethel without first obtaining this approval from the Port Director. Cargo and other property shall be off-loaded from or loaded to vessels only at specific locations as designated by the Port Director. The Port Director may establish a time by which cargo must be removed from handling areas. Failing to comply with this regulation will result in the imposition of the fines set forth in this Tariff against the person violating this provision, the owner and operator of the vessel, and the vessel, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner and vessel operator may be denied use of Port Facilities.
2. Fire lanes and a strip of land extending twenty (20') feet uplands from all revetments shall remain clear of any resting cargo and vehicles at all times unless special arrangements are made with the Port for purposes of loading/unloading. Unauthorized cargo and vehicles will be removed by the Port of Bethel and all associated charges will be the responsibility of the person that deposited the unauthorized cargo, including any fines imposed pursuant to this tariff.

3. The dock-side staging of rock, sand and/or gravel products must be made by special arrangement with the Port Director at least seventy-two (72) hours prior to a vessel's arrival. The exact staging location shall be determined by the Port Director. Specific written directives for loading/unloading all rock, sand and gravel materials are available at the Port Director's office. Every contractor should review the directives prior to the start of each season. Staging areas and dock facilities must be returned to their original condition by the port user within twenty-four (24) hours of vessel departure unless gravel exports continue over a prolonged period, in which case the gravel staging areas shall be returned to their original condition by a date approved in advance and in writing by the Port Director. Any damage to facility or significant material loss overboard must be reported to the Port Director immediately. Continued overboard material loss that goes unreported will subject contractors to fines as outlined and the expense of retrieving overboard materials. Repeat offenses may result in the contractor being denied use of Port Facilities.
4. Over-side cargo being discharged or loaded between vessels when one vessel is berthed at a Port of Bethel Facility shall be charged exactly one-half (1/2) the typical wharfage rate for that cargo. Manifest requirements and all other rules of cargo handling shall apply in these circumstances.
5. All cargo containers, their contents, flats and loose stow is the full responsibility of the carrier or consignee while stored anywhere on Port property. No cargo security will be provided by the Port of Bethel.
6. All hazardous cargo shall be handled on a first-on, first-off basis when being loaded to or unloaded from a vessel moored at the Port of Bethel. Hazardous cargo shall not be left unattended unless authorized by the Port Director.

B. Port Equipment and Services:

1. All cargo handling equipment shall be properly maintained and operators of cargo handling equipment shall be properly trained, supervised and directed by the cargo handling permittee, and the same permittee shall be fully and primarily responsible and liable to the Port of Bethel at all times for any and all claims, losses or damages incurred or suffered by the Port of Bethel as a result of acts or omissions in conjunction with or caused by the operators or operation of cargo handling equipment. Any damages to any Port of Bethel facility must be reported to the Port Director immediately.
2. Whenever the Port Director determines that the counting or checking of cargo against appropriate documents by the cargo handling permittee is inadequate to safeguard the accurate levy of wharfage, or the health, safety, economic interests or public welfare of the Port of Bethel, the Port Director may retain at the expense of the cargo handling permittee alternative services as the case may

require for counting, checking, measuring, grading, scaling, surveying, weighing, marking, segregating, sampling, or supplying accurate, necessary information.

3. High Mast Lights must be used anytime cargo, fuel, equipment and gravel operations occur on the City Docks during periods of darkness. Vessel operators who intend to operate during dark hours must notify the Port Director or his/her designee prior to vessel's arrival. Only port staff is allowed to operate the lighting controls unless the Port Director has specifically authorized a particular user to do so.

C. Removal or Transfer of Cargo:

1. Petroleum or Hazardous Substances, volatile, toxic, explosive or otherwise dangerous cargo may in an emergency be transferred and removed by the Port Director from its staged location to a safe location within or away from the Port of Bethel with all expenses and risk of loss or damage chargeable to the permittee, owner, carrier, shipper, consignee or other claimant as their interests or responsibility may appear.
2. Cargo remaining in any staging area after the expiration of free time, and cargo shut out at the clearance of a berthed vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within or away from the Port of Bethel, or removed to public or private warehouses by the Port of Bethel, with all expenses and risk of loss or damage attributed to the account of the permittee, owner, carrier, shipper, consignee or claimant as their interest and responsibility may appear unless special arrangements have been made with the Port Director. Any and all storage fees and all costs of removal and subsequent handling and storage shall be charged to the account of the owner of the cargo.

PORT OF BETHEL

Rules and Regulations

The Bethel Port Commission, pursuant to Section 14.xx of the Bethel Municipal Code submits the following regulations pertaining to the operation of terminal and transportation facilities at the Bethel Port.

1.10 Title:

These regulations shall be referred to as the Rules and Regulations of the Port of Bethel.

1.11 Scope:

These regulations shall apply to all use and operation of terminal and transportation facilities at the Bethel Port and to the use of all real property within the Bethel Port.

1.12 Enforcement:

- A) These regulations shall be enforced by the Port Director or by the Bethel Police Department acting at the request of the Port Director.
- B) All orders of the Port Director may be either written or verbal at the discretion of the Port Director.
- C) Any order of the Port Director shall be subject to review by the City Council upon written application of any person affected by the order.

2.10 Mooring:

- A) No person may make fast a rope or moor to any structure other than a mooring bitt, bollard, or cleat provided for that purpose.
- B) Every vessel lying at a dock shall be made fast with head and stern lines in a manner approved by the Port Director.
- C) Every vessel lying at a dock shall comply with all orders of the Port Director with respect to its rigging.
- D) Every vessel lying alongside a dock or another vessel berthed at a dock shall from sunset until sunrise be equipped with gangways and man-ropes as may be required by the Port Director. Every gangway used for access after dark shall be brightly illuminated and monitored by the vessel.
- E) A vessel moored at a dock or to another vessel which is moored at a dock shall always have on board such seamen as are required to care for and move the vessel.
- F) No person shall moor, anchor, dock or berth a vessel within the port without first having obtained permission from the Port Director.
- G) The City of Bethel reserves the right to refuse berthage, moorage or anchorage permits to any vessel which fails to comply with the Rules and Regulations of the Port of Bethel.

3.10 Obstruction to Navigation:

A) No vessel may remain in a position which interferes with the mooring or passage of another vessel or creates a danger to persons, vessels or property after the Port Director has ordered it to move.

B) No person may obstruct a basin, channel or wharf so as to interfere with the mooring, passage or activity of a vessel. The Port Director may remove any such obstruction if the owner thereof fails to do so within 24 hours after its discovery by the Port Director.

C) No structure, material or substance that can sink in water or obstruct navigation may be deposited in the bay or on the shore of the bay unless written permission is first obtained from the Port Director.

D) When ballast, stone, coal, bricks, scrap, dirt, rubbish or other loose material or matter that can sink in water is being unloaded from or loaded onto a vessel, a canvas chute or similar contrivance shall be used to prevent spills into the bay.

E) The owner of a vessel which sinks, is grounded or delayed so as to interfere with navigation, obstruct the port, or endanger persons or property shall post warnings on the vessel that can be seen day and night and remove the vessel as soon as possible or as directed by the Port Director.

F) No vessel may operate a searchlight or other high intensity light on a vessel not underway in the harbor in such a manner that the safety and privacy of other vessels and vehicle traffic in the harbor area are disturbed, except in an emergency.

4.10 Vessel in Dangerous Condition:

Any vessel that enters or is within the port in a condition which renders it dangerous to persons or property shall be handled according to the orders of the Port Director.

5.10 Departures:

A) The Port Director may order a vessel to depart for the protection of persons or property, to ensure efficient use of the port, or in response to the vessel's failure to remit required charges or tariffs.

B) Upon the order of the Port Director, a vessel shall immediately vacate its berth so that a preferred vessel may berth there.

6.10 Lost, Abandoned or Stolen Vessels or Property:

The Port Director may assume custody of apparently lost, abandoned or stolen vessels or property found within the port. The Port Director shall retain custody of such property until claimed by the rightful owner, the port may require reimbursement for the costs incurred prior to releasing the property or vessel. If the vessel or property is not claimed within thirty (30) days, the Port Director may dispose of the vessel or property either by private sale or a duly notified public auction. The City of Bethel may recover the costs incurred by it for recovery and storage of the vessel or property, if any, from the proceeds of the sale.

7.10 Manifest:

The person in control of a vessel shall furnish the Port Director with a complete copy of the manifest showing all cargo loaded or discharged at any port facility. An inbound manifest will be furnished prior to or at the time of the vessel's arrival, and an outbound manifest furnished prior to or at the time of the vessel's departure.

8.10 Payment of Tariff Charges:

A) No vessel may leave the port before payment of all tariff charges incurred by that vessel, and such cargo as was discharged from or loaded upon that vessel has been tendered to the Port Director, or such alternative arrangements as are satisfactory to the port director have been made.

B) An owner, shipper, consignee or agent for cargo discharged from or loaded upon a vessel shall pay the tariff charges incurred with respect to that cargo. Payment shall be made before such cargo leaves the port unless alternative arrangements have been made with the Port Director prior to departure.

C) The Port Director may do all things necessary to prevent the departure of a vessel or its cargo for which tariff charges remain unpaid and for which satisfactory arrangements for payment have not previously been made.

9.10 Motor Vehicles on Docks:

A) No motor vehicle which is dripping gasoline or other petroleum product may enter upon or cross a dock.

B) Motor vehicles may not take or discharge gasoline or petroleum products while on a dock unless authorization has been received from the Port Director. If the gasoline in a motor vehicle is exhausted while the vehicle is on a dock, the vehicle shall be towed from the area at the expense of the owner of the vehicle.

C) No motor vehicle operated by gasoline or other petroleum product may come on a dock except to load or unload freight or passengers or for other bona fide business authorized by the Port Director. If the gasoline in a motor vehicle is exhausted while the vehicle is on a dock, the vehicle shall be towed from the area at the expense of the owner of the vehicle.

D) If an owner or operator of a motor vehicle willfully disregards this chapter, in addition to the other civil and criminal remedies which may be imposed, the Port Director may deny dock access to that person.

E) Subsections A, B, C and D of this section may be waived for specific purposes where, at the discretion of the Port Director, such waiver would not endanger public welfare.

9.10 Loading or Discharging Explosives:

A) No explosive may be transported between a dock and vessel except with the permission of and pursuant to safety conditions imposed by the Port Director. A special permit shall be obtained from the Port Director before any explosives are placed on a dock.

B) No person may transport explosives between a vessel and a dock except between the hours of 6:00 a.m. and 6:00 p.m. unless otherwise authorized first

by pre-arrangement with the Port Director. A safety watch shall be maintained at the expense of the cargo owner while explosives are being transported.

- C) If the transportation of explosives cannot be completed between the hours of 6:00 a.m. and 6:00 p.m., the person in charge or control of the vessel shall cause such vessel to haul away from the dock and anchor in such part of the port as may be designated by the Port Director until such time as the activity may continue under this section.
- D) A red flag shall be displayed as a danger signal at the fore topmast head of the vessel while explosives are being transported between a vessel and the dock.

11.10 Petroleum Products:

- A) Acids and other liquid petroleum products may be unloaded from or loaded on vessels only at locations within the port designated as suitable for the loading or unloading of petroleum products by the Port Director.
- B) A vessel berthed at a location designated as suitable for the loading or unloading of petroleum products or lying alongside another vessel so berthed may load gasoline or distillate only with the approval of the Port Director and only when the vessel is otherwise ready to depart.
- C) No person may possess or keep acids, coal oil, gasoline, distillate, other liquid petroleum products or empty drums which previously contained such products on a dock except by special permit issued by the Port Director.
- D) No vessel loaded with oil which will flash below 110 degrees F., may haul alongside a vessel, dock or structure without prior permission from the Port Director.
- E) A vessel engaged in the business of supplying fuel oil may haul or lie alongside a vessel or dock at a location designated as suitable for the loading or unloading of petroleum products only for so long as is required to discharge the fuel oil.
- F) Each user of a dock shall furnish an absorbent material approved by the Port Director for absorption of waste oil. When saturated, absorbent material shall be removed immediately from the port.

12.10 Fire and Welding Restrictions:

- A) Bonfire and open fires are prohibited at the port.
- B) No person may bring welding equipment or engage in welding activity on a dock without prior permission from the Port Director. Any person permitted to perform any hot-work or welding activity shall also acquire any and all permits required by state and federal agencies.

13.10 Repair of Vessels:

- A) Repairs and maintenance work not done exclusively within the confines of a vessel shall only be made at locations within the port designated as suitable for repair and maintenance work by the Port Director.
- B) Repairs to and maintenance of a vessel that can be made exclusively within the confines of a vessel may be made while the vessel is berthed at a docks or lying alongside another vessel so berthed as long as this repair and maintenance activity does not interfere with the cargo handling activities of any other vessel.

14.10 Dangerous Condition of Docks:

A) Upon receiving written notice of a dangerous condition on a dock from the Port Director, the person responsible therefore shall immediately abate that condition or post warnings and barriers around it until such time as it can be abated.

B) No person may interfere with or molest a barrier which bars or obstructs the use of a dock or structure.

15.10 Depositing Property Upon Areas Without Permission Prohibited:

A) No person may deposit cargo, merchandise, equipment, tools, or other property upon any area of the port without the permission of the Port Director.

B) Cargo, merchandise, equipment, tools or other property shall only be unloaded from or loaded on vessels at locations within the port designated as suitable for the loading or unloading of such property by the Port Director.

C) Cargo, merchandise, equipment, tools or other property shall only be deposited or stored at locations within the port designated as suitable for the deposit or storage of such property by the Port Director.

16.10 Sale or Solicitation of Goods or Services:

No person may sell or solicit the sale of goods or a service without a written permit authorized by the Finance Director's Office and approved by the Port Director. The permit may limit sale activity so as to prevent it from interfering with the safe and efficient operation of the port.

17.10 Smoking Prohibited:

No person may smoke within any port area designated by appropriate signs as a **No-Smoking** area by the Port Director.

18.10 Compliance with Law:

A) All persons using terminal and transportation facilities or owning real estate within the port shall comply with the Rules and Regulations of the Port of Bethel, all ordinances and regulations of the City of Bethel including, but not limited to, all City of Bethel Coastal Management regulations and the Port of Bethel Tariff; and all applicable laws and regulations of the State of Alaska and the United States governing their activity and ownership.

B) All laws and regulations of the State of Alaska and the United States applicable to the use of terminal and transportation facilities and the ownership of real property within the port are incorporated herein by reference and shall be enforceable by the Port Director in the same manner as the Rules and Regulations of the Port of Bethel.

C) If any portion of these regulations is found to be in conflict with federal laws and regulations governing the equipping, operation and licensing of vessels on navigable waters of the United States, then such federal laws and regulations shall prevail, but the remaining sections of these regulations shall not be affected.

19.10 Definitions:

- A) "Port of Bethel", "Bethel Port", or "port" means all real estate identified as the Port of Bethel subdivision, all tidelands which have been transferred to the City of Bethel, all real property contiguous to all tidelands which have been transferred to the City of Bethel, and all tidal waters within the corporate limits of the City of Bethel except those areas which are within the exclusive jurisdiction of either the State of Alaska or the United States together with all improvements located thereon.
- B) "Port Director" or "port director" means the director of the port or his designee.
- C) "Tariff charges" means those charges included in the current Port of Bethel terminal tariff (Bethel Port Facilities Tariff), as well as all rules and regulations for the operation and administration of the Port of Bethel.
- D) "Terminal and transportation facilities", means docks, floats bulkheads, seawalls, landfills, warehouses, staging areas, pipelines and pipeline terminals, transfer spans and aprons, lifting equipment and similar structures together with the necessary equipment and facilities required to accommodate waterborne commerce and shipping located within the Port of Bethel.
- E) "Vessel" means any type of ship, boat or navigable structure suitable for the transportation of property or persons, and the owner and master thereof.