



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### Ports and Harbor Commission

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Monday, November 18, 2019

7:00 PM

Council Chambers

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC BUSINESS FROM THE FLOOR

IV. NEW BUSINESS

1. [#19-62 - Adopting Terminal Tariff No. 100-20 and Terminal Rules & Regulations for the Port of Valdez and Repealing Resolution No. 18-46](#)

**Attachments:** [#19-62 - ADOPTING TERMINAL TARIFF NO. 100-20 AND TERMINAL RULES](#)  
[Tariff 100-20 Redlined](#)  
[Tariff 100-20 Clean](#)  
[Terminal Rules & Regulations 100-20 Redlined](#)  
[RES #18-46 Tariff 100-19](#)

2. [Maintain Sublease Rates at the Valdez Pioneer Field Airport Terminal Building, Resolution 10-60 Naming Sublease Rates and Fees](#)

**Attachments:** [Airport Rate Worksheet 2019](#)  
[Resolution 10-60 Airport Rates](#)

3. [#19-XX - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 17-44 Formerly Naming Such Rates and Fees](#)

**Attachments:** [Redlined Resolution 19-XX Amending Harbor Rates & Fees](#)

V. COMMISSION BUSINESS FROM THE FLOOR

VI. ADJOURNMENT



## Legislation Text

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**File #:** RES 19-0062, **Version:** 1

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**ITEM TITLE:**

#19-62 - Adopting Terminal Tariff No. 100-20 and Terminal Rules & Regulations for the Port of Valdez

**SUBMITTED BY:** Jenessa Ables, Operations Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Adopt Terminal Tariff No. 100-20 and Terminal Rules & Regulations for the Port of Valdez

**SUMMARY STATEMENT:**

After operating under Tariff 100-19 for a year, Port staff has identified a few necessary updates. Port staff has not proposed any changes to rates and each revision is clearly outlined on page 2, Revisions.

The only change proposed within Terminal Rules & Regulations is the deletion of tariff no. reference on the cover page. The application of Terminal Rules & Regulations is implicit within each tariff, therefore removing the reference will save staff, commission and council the need to review and approve an otherwise unedited document with each revision of the tariff.

**At the November 18, 2019 Ports & Harbor Commission Meeting this item was unanimously approved for recommendation by Ports & Harbors Commissioners.**

CITY OF VALDEZ, ALASKA

RESOLUTION # 19-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-20 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 18-46

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

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

WHEREAS, the Port of Valdez has revised the tariff and terminal rules and regulations under legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-20 shall replace Tariff No. 100-19.

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

Section 1. The attached Port of Valdez Terminal Tariff No. 100-20 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 18-46 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-20 shall be January 1, 2020.

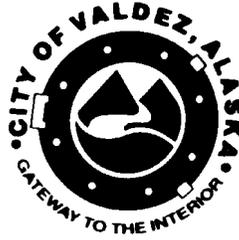
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 17th day of December, 2019.

CITY OF VALDEZ, ALASKA

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Jeremy O'Neil, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



**PORT OF VALDEZ  
TERMINAL TARIFF NO. 100-20  
TERMINAL TARIFF FMC-NO. 100-20-  
FILED UNDER ATFI RULES CANCELS AND REPLACES  
PORT OF VALDEZ  
TERMINAL TARIFF FMC NO. 100-19**

**ISSUED BY**

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

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

**PHONE: (907) 835-4564  
WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**FAX: (907) 835-4479**

**APPROVED: EFFECTIVE:**

**RESOLUTION:**

**FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ**

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## REVISIONS

Issued

January 1, 2020

Revision 1: *Page 4, Rule I, Section A. Scope. Update description of internal references to the Port of Valdez to include the Port.*

Revision 2: *Page 6, Rule II. Section A. Definitions. Add definition of Substantial User.*

Revision 3: *Page 9, Rule III. Section F. Add hazardous material not conforming to tariff requirements to description of offensive freight.*

Revision 4: *Page 14. Rule IV, Section J. Operating Agreements. Revised to read: "The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties"*

Revision 5: *Page 14. Rule IV, Section J. Effective Period for Operating Agreements. Revised to read: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.*

Revision 6: *Page 17. Rule V, Section I. Wharfage Commodity Rates explosive unit updated to per ton.*

Revision 7: *Page 20. Rule V, Section S. Maintenance Call-Out Charge updated to Maintenance/Administrative Call-Out Charge.*

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**RULE: I – GENERAL INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

**RULE: II – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SLIP:** Shall mean a berth for smaller vessels.

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

**SUBSTANTIAL USER:** Shall mean a common carrier making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock.

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

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

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

**TON:** Shall mean 2,000 pounds US.

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

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

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

**RULE: III – RULES AND REGULATIONS-GENERAL**

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

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

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

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**C. LIABILITY FOR LOSS OR DAMAGE:** The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

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

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

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

**F. OFFENSIVE FREIGHT:** Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or

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damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

**G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO:** Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

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

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

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

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

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

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,

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2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS**

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

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

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

D. **RIGHT TO SELL CARGO FOR UNPAID CHARGES:** Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

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

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

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

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

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

**J. OPERATING AGREEMENTS:** The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties.

**K. EFFECTIVE PERIOD-OPERATING AGREEMENTS:** All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.

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

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

**N. INSURANCE:** Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request

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PORT OF VALDEZ P.O. BOX 787 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-20-	PAGE 14
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insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

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

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

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

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

## **RULE V – RATES AND CHARGES**

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

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

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

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

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

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

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

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

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

- |                   |                        |
|-------------------|------------------------|
| a. Up to 100 feet | \$1.35 per linear foot |
| b. Up to 600 feet | \$2.35 per linear foot |
| c. Up to 900 feet | \$3.35 per linear foot |

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

Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.

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

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



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- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

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

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

- |  |          |
|--|----------|
| 1. Water hookup charge (April to October)      | \$45.00  |
| 2. Water hookup charge (November to March)     | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00   |

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

- |   |          |
|---|----------|
| Domestic: Charge per garbage pickup                           | \$120.00 |
| Foreign Regulated: By special arrangement only.               |          |
| Per pound charge including container weight, 50 pound minimum | \$14.00  |

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

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

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

- 1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.
- |                            |         |
|----------------------------|---------|
| Per 24-hour period or less | \$20.00 |
|----------------------------|---------|



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2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	

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5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

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

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

- |                                  |         |
|----------------------------------|---------|
| a. Watchman (unarmed) per person | \$75.00 |
| b. Armed Guard per person        | \$95.00 |

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

**L. STANDBY FIRE APPARATUS**

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a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00

b. Fire apparatus required, per hour at \$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

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

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

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

O. UPLAND STORAGE: Items accepted for storage:

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

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

P. LOG STORAGE: Assessed monthly:

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

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

R. FINES FOR VIOLATIONS:

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- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

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

**T. SCALE FEE:** A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

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## APPENDIX-MISCELLANEOUS INFORMATION

### Metric Equivalents and Metric Conversion Tables

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

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



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Metric Conversion Table

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

CONVERSION TABLE

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

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

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

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

500,000      1,102,300.0  
 40,000        88,184.0  
 6,000         13,227.6  
 200            440.92  
 20              44.092  
 4                8.8184  
 TOTAL        1,204,205.4304 Pounds  
 Kilos

OR

546,224 Pounds  
 x .4536  
 247,767.206 Kilos

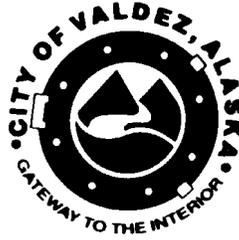
500,000      226,800.0  
 40,000        18,144.0  
 6,000         2,721.6  
 200            90.72  
 20              9.072  
 4                1.8144  
 TOTAL        247,767.2064

CONVERSION TABLE

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

END OF TARIFF

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**PORT OF VALDEZ  
TERMINAL TARIFF NO. 100-20  
TERMINAL TARIFF FMC-NO. 100-20-  
FILED UNDER ATFI RULES CANCELS AND REPLACES  
PORT OF VALDEZ  
TERMINAL TARIFF FMC NO. 100-19**

**ISSUED BY**

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

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

**PHONE: (907) 835-4564  
WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**FAX: (907) 835-4479**

**APPROVED: December 3, 2019**

**EFFECTIVE: January 1, 2020**

**RESOLUTION: 19-XX**

**FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ**

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## REVISIONS

Issued

January 1, 2020

Revision 1: *Page 4, Rule I, Section A. Scope. Update description of internal references to the Port of Valdez to include the Port.*

Revision 2: *Page 6, Rule II. Section A. Definitions. Add definition of Substantial User.*

Revision 3: *Page 9, Rule III. Section F. Add hazardous material not conforming to tariff requirements to description of offensive freight.*

Revision 4: *Page 14. Rule IV, Section J. Operating Agreements. Revised to read: "The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties"*

Revision 5: *Page 14. Rule IV, Section J. Effective Period for Operating Agreements. Revised to read: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.*

Revision 6: *Page 17. Rule V, Section I. Wharfage Commodity Rates explosive unit updated to per ton.*

Revision 7: *Page 20. Rule V, Section S. Maintenance Call-Out Charge updated to Maintenance/Administrative Call-Out Charge.*

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**RULE: I – GENERAL INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

**RULE: II – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SLIP:** Shall mean a berth for smaller vessels.

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

**SUBSTANTIAL USER:** Shall mean a common carrier making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock.

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

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

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

**TON:** Shall mean 2,000 pounds US.

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

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

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

**RULE: III – RULES AND REGULATIONS-GENERAL**

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

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

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

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**C. LIABILITY FOR LOSS OR DAMAGE:** The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

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

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

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

**F. OFFENSIVE FREIGHT:** Hazardous cargo not conforming to the requirements set forth herein or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or

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damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

**G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO:** Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

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

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

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

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

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

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,

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2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS**

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

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

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

D. **RIGHT TO SELL CARGO FOR UNPAID CHARGES:** Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

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

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

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

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

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

J. OPERATING AGREEMENTS: The City or the City's designee may negotiate a substantial user operating agreement for either wharfage, dockage, and/or storage rates calling for a 20% reduction in the current tariff for wharfage, dockage, and/or storage charges. Such operating agreements must be in writing and may be approved by the City Manager of the City of Valdez (No City Council Approval is Required). Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to qualify as a substantial user during any calendar year for which an operating agreement is in effect a billing will be made for the amount of the discount granted under the operating agreement. Tariff reductions negotiated by operating agreement may apply seasonally or for any portion of the year as mutually agreed upon by the parties.

K. EFFECTIVE PERIOD-OPERATING AGREEMENTS: All operating agreements will end on December 31 and be limited to a maximum of two years. For example, an operating agreement with an effective date of July 1, 2019 must terminate on December 31, 2019 or December 31, 2020. Subsequent agreements may be for the full two years, but must be computed upon the tariff or tariffs in effect over the term of the agreement.

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

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

N. INSURANCE: Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request

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insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

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

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

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

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

## **RULE V – RATES AND CHARGES**

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

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

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

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

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

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

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

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

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

- |                   |                        |
|-------------------|------------------------|
| a. Up to 100 feet | \$1.35 per linear foot |
| b. Up to 600 feet | \$2.35 per linear foot |
| c. Up to 900 feet | \$3.35 per linear foot |

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

Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.

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

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



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- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

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

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

- |  |          |
|--|----------|
| 1. Water hookup charge (April to October)      | \$45.00  |
| 2. Water hookup charge (November to March)     | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00   |

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

- |   |          |
|---|----------|
| Domestic: Charge per garbage pickup                           | \$120.00 |
| Foreign Regulated: By special arrangement only.               |          |
| Per pound charge including container weight, 50 pound minimum | \$14.00  |

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

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

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

- |  |         |
|--|---------|
| 1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal. |         |
| Per 24-hour period or less   | \$20.00 |



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2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

I. WHARFAGE COMMODITY RATES:

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Per ton	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	

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5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

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

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

- |                                  |         |
|----------------------------------|---------|
| a. Watchman (unarmed) per person | \$75.00 |
| b. Armed Guard per person        | \$95.00 |

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

**L. STANDBY FIRE APPARATUS**

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a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00

b. Fire apparatus required, per hour at \$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

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

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

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

O. UPLAND STORAGE: Items accepted for storage:

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

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule IV, Paragraph J. Operating Agreements.

P. LOG STORAGE: Assessed monthly:

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

Q. LICENSE AND PERMIT FEES: License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

R. FINES FOR VIOLATIONS:

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- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

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

**T. SCALE FEE:** A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

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## APPENDIX-MISCELLANEOUS INFORMATION

### Metric Equivalents and Metric Conversion Tables

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

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



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Metric Conversion Table

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

CONVERSION TABLE

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

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

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

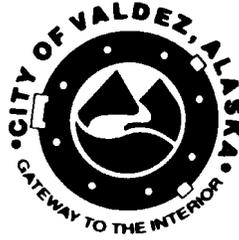
546,224 Kilos		546,224 Pounds	
x 2.2046	OR	x .4536	OR
1,204,205.4304 Pounds		247,767.206 Kilos	
500,000	1,102,300.0	500,000	226,800.0
40,000	88,184.0	40,000	18,144.0
6,000	13,227.6	6,000	2,721.6
200	440.92	200	90.72
20	44.092	20	9.072
4	8.8184	4	1.8144
TOTAL	1,204,205.4304 Pounds	TOTAL	247,767.2064
Kilos			

CONVERSION TABLE

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

END OF TARIFF

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**PORT OF VALDEZ**

**TERMINAL RULES AND  
REGULATIONS**

**ISSUED BY**

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

**Containing  
RULES and REGULATIONS  
APPLICABLE TO ALL PERSONS USING  
MARINE FACILITIES OF THE PORT OF VALDEZ, AK**

**PHONE: (907) 835-4564**

**FAX: (907) 835-4479**

**WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**APPROVED: EFFECTIVE: January 1, 2020**

**REVISIONS**

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Issued

January 1, 2020

Revision 1 Cover Page: Delete "As Approved Under Terminal Tariff No. 100-19"

Revision 2 Cover Page: Change "personnel" to "all persons"

Revision 3 Cover Page: Update "approved" and "effective" dates

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

FINAL DRAFT

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## 1.0 GENERAL

1.01 SCOPE: The rules, regulations, and conditions set forth shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. These Rules and Regulations are supplemental to the Port of Valdez Terminal Tariff presently in effect.

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

1.03 RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish additional Terminal Rules and Regulations supplemental to these Terminal Rules and Regulations and in addition to the provisions of the Port of Valdez Terminal tariff, which shall apply to all terminal(s) users and with the same authority and in the same manner as the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

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

## 2. ABBREVIATIONS AND DEFINITIONS

2.01 Abbreviations and defined terms used herein shall have the same meaning as specified in the Port of Valdez tariff.

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### 3. OPERATIONAL REQUIREMENTS

3.01 SNOW REMOVAL AND DISPOSAL- All snow removal must be done in accordance with the City of Valdez municipal codes.

3.02 SNOW REMOVAL FROM VEHICLES- All snow and ice must be removed from the tops of containers and truck bodies before entering or leaving the terminal(s).

3.03 FISHING GEAR- No fishing gear or related material may be left on terminal property at any time.

3.04 REPORTING OF TERMINAL ACTIVITY- All cargo volumes handled to and from vessels and other information as may be required by the Port must be reported in a timely manner as stipulated under licenses granted to operate on the terminal(s). Failure to do so will be grounds for levy of fines, and/or suspension of or revoking of licenses to conduct business on the terminal(s).

### 4. COMMUNICATIONS

4.01 COMMUNICATIONS BEFORE BERTHING- All vessels berthing at port facilities must notify the Port at least 24 hours in advance of arrival. All berthing must be approved by the Terminal Manager.

4.02 COMMUNICATIONS ALONGSIDE- All vessels when engaged in cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager on berthing request or upon docking.

4.03 EMERGENCY COMMUNICATIONS- In case of emergency, including fire, explosion or similar incident and in case of injury, the vessel shall call 911 and then notify the Port.

### 5. MOORING AT BERTHS

5.01 MOORING LINES- All vessels moored at terminal(s) will tend lines regularly or as more frequently required by conditions then prevailing. Lines may not be slack at any time while handling cargo.

5.02 MOORING ALONGSIDE- All vessels moored alongside shall be positioned at the direction of the Terminal Manager. Vessels must have a confirmed berthing agreement issued by the Port.

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5.03 WINCHES- Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times. To prevent damage, winch motors shall be turned on one half hour prior to use.

5.04 TUGS- In the event of severe weather, the vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manager reserves the right to order one or more tugs if in his/her opinion and sole discretion the use of assist tug(s) is appropriate. In such case, the vessel shall be responsible for the cost of the assist tug(s).

5.05 WEATHER AND TRAFFIC- Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the vessel while moored at the terminal(s). The Terminal Manager reserves the right to shut down operations between the vessel and the shore if in his/her opinion and sole discretion, a danger to personnel or property exists.

5.06 HOT WORK AND OTHER MAINTENANCE- Any vessel wishing to conduct hot work or vessel maintenance must get a permit from the Terminal Manager. The Port reserves the right to prohibit or order the stoppage of hot work at its sole discretion.

5.07 DISCHARGE OF SEWAGE, GRAY-WATER, BILGE WATER, OIL, OTHER LIQUIDS INTO HARBORS- The discharge of untreated sewage, gray-water, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of Port Valdez is prohibited.

5.08 STACK EMISSIONS- Visible and noxious stack emissions by vessels while moored at the terminal(s) is prohibited. Compliance with all state and federal laws, rules and permits is required.

5.09 TRASH- The discharge of trash into the waters of Port Valdez, or onto any of Port property is prohibited. Domestic refuse services are provided by the City of Valdez upon request and subject to tariff rates and fees. All other trash removal must be contracted to a licensed vendor approved by the Port.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS- The vessel shall take all precautions to insure that any liquid waste discharged into tank trucks ashore conforms in all respects with US non-pollution requirements and in a manner to prevent spills into the waters of Port Valdez or on Terminal property. Only licensed vendors as named on the Port's Certificate of Adequacy may be used for such work and any spills must be reported to the Terminal Manager immediately and if in the waters of Port Valdez, to the US Coast Guard.

5.11 FUELING- The fueling of vessels while moored at the terminal(s) by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with US Coast Guard regulations and in a manner to prevent spills into the waters of Port Valdez or on Terminal

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property. Only licensed vendors may be used for such work and any spills must be reported to the Terminal Manager immediately and, if in the waters of Port Valdez, to the US Coast Guard.

5.12 GANGWAYS- Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.

5.13 LINEHANDLING- Personnel employed by the Port of Valdez are not permitted to handle lines for vessels except in case of emergency. Only licensed vendors and vessel crew, where applicable, may handle lines on the terminal(s).

5.14 LIGHTING- All vessels when moored alongside docks shall be properly lit at all times of dusk, darkness and limited visibility.

## 6. SECURITY

6.01 SECURITY CONFERENCE- All vessels subject to the provisions of 33 CFR Part 105 as applicable to Port facilities are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

6.02 COMMUNICATIONS- The vessel shall maintain proper communications with the Port at all times when docked at the terminal(s). Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All persons handling security requirements on the vessel must be able to speak English.

6.03 CREW PASSES AND IDENTIFICATION- All crew members joining or departing vessels, as well as those on shore leave, must have proper identification issued by the vessel when on terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

6.04 PASSENGER PASSES- The master of each vessel shall be responsible for the issuance of passenger passes for all persons who enter the terminal(s) and are considered passengers or persons in addition to the crew.

6.05 SCREENING- All persons entering the terminal are subject to screening as deemed appropriate by the Facility Security Officer. All vehicles are subject to search when entering or leaving the terminal(s).

6.06 ACCESS TO TERMINAL- Access to terminal(s) is restricted to those parties licensed and engaged in the business of the terminal or have business on the terminal as approved by the

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Terminal Manager. All other personnel shall be escorted by a credentialed terminal worker licensed by the Port.

6.07 CONTROL OF PERSONNEL ON TERMINAL- Personnel are subject to the rules and regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

6.08 UNAUTHORIZED PERSONS- No unauthorized persons are permitted on the terminal(s) at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

6.09 LEVELS OF ACCESS AND DISPLAY OF BADGES- All personnel conducting business on the terminal(s) or upon entry shall have a valid TWIC and any other required badge displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.

6.10 CARGO, PASSENGER AND CREW MANIFEST- The master of each vessel shall supply a complete manifest of cargo, persons arriving on vessels, including passengers, crew and persons in addition to the crew to the terminal upon arrival and prior to arrival if by request.

6.11 FEDERAL BACKGROUND CHECKS- All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.

6.13 ACCESS BY OTHER THAN VESSEL PERSONNEL- No persons may access vessels at the terminal(s) without advance notification and permission of the Terminal Manager.

## 7. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER

7.01 SHIP/SHORE SAFETY LIST- Prior to the transfer of bunkers or fuel, the vessel and Terminal Operator shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.02 FIREFIGHTING EQUIPMENT AND COMMUNICATIONS- All vessels shall have firefighting equipment ready for use during bunkering. All vessel personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).

7.03 NOTICES- All vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.

7.04 ACCESS TO VESSEL DURING FUELING- Access to vessels while fueling shall be restricted to crew and essential personnel.

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7.05 FLAGS AND LIGHTS- All vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.

7.06 EMERGENCY SHUTDOWN-An emergency shutdown procedure shall be established and tested prior to the transfer of product.

## 8. SAFETY

8.01 SAFETY REGULATIONS- All personnel entering the terminal(s) shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities. Qualified vessel personnel or authorized vessel contractor shall provide a safe passage via walkway or vehicle for all persons passing through the terminal(s), such as crew, and those not engaged in terminal activities.

8.02 PERSONAL SAFETY EQUIPMENT- All personnel on the terminal(s) including those not employed by the Port or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots and other equipment as appropriate. All persons working near the edges of docks, piers and berths shall also wear floatation equipment while working in those areas.

8.03 MEDICAL EMERGENCIES- In case of a medical emergency or accident, call 911, insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS- The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with the terminal tariff and these rules and regulations. Operations may be halted, or personnel directed off the terminal(s), at the sole discretion of the inspector for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS- All vehicles engaged in operations on the terminal(s) shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

## 9. MISCELLANEOUS REGULATIONS

9.01 DUNNAGE AND PALLETS- Only stamped and environmentally certified wooden pallets and dunnage may be used at the terminal. No dunnage or pallets may be left at the terminal(s) without permission of the Terminal Manager. Broken or material slated for disposal must be

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removed immediately. The Port reserves the right to have any waste removed at the expense of the vessel or licensed contractors responsible.

9.02 UNLAWFUL ACTS- Unlawful acts committed by persons on the terminal(s) of any type shall be referred to local police for action.

9.03 CONDUCT- All persons on the terminal(s) shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right in his/her sole discretion to have persons removed or barred from the terminal(s) for non-compliance.

9.04 MILITARY VESSEL CREW SECURITY- Military vessels calling on the terminal(s) will provide personnel to assist facility security with the management of persons entering or leaving the terminal(s). A complete list of officers and crew must be provided to the Port upon arrival.

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES- Any weapons deemed capable of causing mass casualty are not permitted on terminal(s). Ammunition and explosives are prohibited on the terminal(s) without proper permits, handling procedures defined and permission of the Terminal Manager.

9.06 PERSONS INTOXICATED- No persons who appear to be visibility intoxicated shall be permitted on the terminal(s). Persons found on the terminal(s) who are intoxicated shall be removed immediately.

9.07 SMOKING- Smoking is permitted only in designated areas of the terminal(s). Smoking is not permitted on terminal docks at any time per municipal code.

9.08 DRUGS AND ILLEGAL SUBSTANCES-The use or possession of illegal drugs or other substances on the terminal(s) is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.09 LIFEBOAT SUSPENSION AND LANDING SKIFFS- The suspension of lifeboats for purposes of vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on vessels with the permission of the Terminal Manager.

9.10 RADIOACTIVE MATERIAL- The handling of radioactive material in any form is prohibited at the terminal(s) unless otherwise negotiated by the Port.

9.11 COMPRESSED GAS- Compressed gasses must be properly stored on the terminal(s) in designated areas as established by the Terminal Manager.

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9.12 HANDICAP ACCESS- The Port does not provide handicap access to vessels berthed at the terminal(s).

9.13 CONFINEMENT OF PASSENGER AND CREW- Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessels expense. The terminal does not provide terminal facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

9.14 PUBLIC TOURS OF VESSELS- Public tours of vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

9.15 PARKING, SPEED LIMITS, SEAT BELTS- Parking is only permitted in designated areas as established by the Terminal Manager. Vehicles not parked in designated areas are subject to towing at the owners expense. The maximum speed for all vehicles on the terminal is 15 miles per hour. All vehicle operators and passengers are required to use seatbelts when on the terminal property.

9.16 LAYBERTHING- Vessel owner when layberthing vessels in inactive status shall inspect vessels regularly as specified by the Terminal Operator and such inspections and condition of vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be subject to direction by the Terminal Manager to be removed from the terminal or removed at the owner's expense.

END OF TERMINAL RULES AND REGULATIONS

CITY OF VALDEZ, ALASKA

RESOLUTION #18-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-19 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 18-03

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

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

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-19 shall replace Tariff No. 100-18.

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

Section 1. The attached Port of Valdez Terminal Tariff No. 100-19 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 18-03 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-19 shall be January 1, 2019.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of December, 2018.

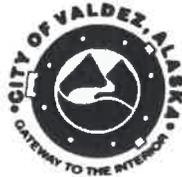
CITY OF VALDEZ, ALASKA

  
Jeremy O'Neil, Mayor

ATTEST

  
Sheri L. Pierce, MMC, City Clerk





**PORT OF VALDEZ**  
**TERMINAL TARIFF NO. 100-~~1819~~**  
**TERMINAL TARIFF FMC-NO. 100-~~1819~~**  
**FILED UNDER ATFI RULES CANCELS AND REPLACES**  
**PORT OF VALDEZ**  
**TERMINAL TARIFF FMC NO. 100-~~1618~~**

**ISSUED BY**

**PORT OF VALDEZ**  
**P.O. BOX ~~307787~~**  
**VALDEZ, ALASKA 99686**

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

**PHONE: (907) 835-4564**  
**WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**FAX: (907) 835-4479**

**APPROVED: ~~January 16, 2018~~ EFFECTIVE: ~~February 1, 2018~~**

**RESOLUTION: ~~15-54~~**

**FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ**

PORT OF VALDEZ  
P.O. BOX 307  
VALDEZ, ALASKA 99686  
PHONE: (907) 835-4564

TERMINAL  
TARIFF  
NO.  
100-1819

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## REVISIONS

Issued

February 1, 2018

Revision 1

Revision 2

Revision 3

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

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**RULE: I – GENERAL INFORMATION**

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

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

C. CONTACT- PORT OF VALDEZ, P.O. BOX 275, VALDEZ, AK 99686  
 (907) 835-4564

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

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

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

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

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

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

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

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

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

**RULE: II – ABBREVIATIONS, SYMBOLS, DEFINITIONS**

~~A. ABBREVIATIONS:~~ Abbreviations used in this tariff shall have the following meanings:

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| <del>% — Per Cent</del>                      | <del>Lbs. — Pounds</del>                 |
| <del>BBL — Barrel</del>                      | <del>M — Thousand</del>                  |
| <del>BDL — Bundle</del>                      | <del>MBF — Thousand Board Feet</del>     |
| <del>BDU — Bone Dry Unit</del>               | <del>Meas. — Measurement</del>           |
| <del>BF — Board Feet</del>                   | <del>NA — Not Applicable</del>           |
| <del>CDC — Cargo Distribution Center</del>   | <del>NOS — Not Otherwise Specified</del> |
| <del>CFS — Cargo Freight Station</del>       | <del>OCP — Overland Common Point</del>   |
| <del>Cu.Ft. — Cubic Feet</del>               | <del>O.T. — Overtime</del>               |
| <del>CWT — Hundredweight 100 lbs.</del>      | <del>Pkg. — Package</del>                |
| <del>CY — Container Yard</del>               | <del>S.T. — Straight Time</del>          |
| <del>FMC — Federal Maritime Commission</del> | <del>SU — Set Up</del>                   |
| <del>K — One Thousand</del>                  | <del>T — Ton, 2,000 pounds</del>         |
| <del>KD — Knocked Down</del>                 | <del>Viz. — Specifically or Namely</del> |
| <del>KG — Kilograms</del>                    | <del>Wt. — Weight</del>                  |
| <del>KHW — Kilowatt Hour</del>               |  |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OVERSIDE CARGO HANDLING:** Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight

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received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

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

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

SLIP: Shall mean a berth for smaller vessels.

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

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

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

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

TON: Shall mean 2,000 pounds US.

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

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

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

**RULE: III – RULES AND REGULATIONS-GENERAL**

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

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

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

**C. LIABILITY FOR LOSS OR DAMAGE:** The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

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

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

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.

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

F. OFFENSIVE FREIGHT: Hazardous or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

G. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO: Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

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

I. OWNERS RISK: Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or

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shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

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

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

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

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

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

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

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

**O. DISCHARGE OF LIQUIDS:** Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other

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liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

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

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

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

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

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

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

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

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forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

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

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

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

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

**RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS**

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

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

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

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be

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sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

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

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

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

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

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

J. OPERATING AGREEMENTS: The City or the City's designee may negotiate a frequent user operating agreement for either wharfage or dockage calling for a 20% reduction in the current tariff for dockage and/or wharfage charges. Such operating agreements must be in writing and will be based on a guaranteed usage, throughput or simply are a stated dollar amount for either. Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to make the required vessel calls in any year, a billing will be made for the amount of the discount granted under the operating agreement.

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**JK**. EFFECTIVE PERIOD-OPERATING AGREEMENTS: All operating agreements will end on December 31 and be limited to a maximum of two years. The initial period will ordinarily be a part of the first calendar year. The usage, throughput or stated dollar amount of either will be prorated on the basis of the full months remaining in the initial year. For example, an agreement negotiated in July will be 5/12 of the negotiated amount. In this case, total length of the initial agreement will be 17 months. Subsequent agreements may be for the full two years, but computed upon the tariff or tariffs in effect over the term of the agreement.

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

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

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

**NO**. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

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

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

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

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such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

**RULE V – RATES AND CHARGES**

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

- 1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.
- 2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.
- 3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.
- 4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.
- 5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.
- 6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.
- 7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel’s arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.
- 8. DOCKAGE RATES: Based on vessel length-over-all
  - a. Up to 100 feet \$1.35 per linear foot
  - b. Up to 600 feet \$2.35 per linear foot
  - c. Up to 900 feet \$3.35 per linear foot

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- Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.
- Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.
- Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:
  - a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
  - b. Vessels (ship and barges), which are loading and/or discharging high explosives.
  - c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.
- Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

**Commented [JA1]:** Discussion. Increased usage at Kelsey Dock and displacement of paying customers.

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

- |  |          |
|--|----------|
| 1. Water hookup charge (April to October)      | \$45.00  |
| 2. Water hookup charge (November to March)     | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00   |

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

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Domestic: Charge per garbage pickup \$120.00

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

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

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

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

1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.  
 Per 24-hour period or less \$20.00
2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

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1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

**I. WHARFAGE COMMODITY RATES:**

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Container	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	
5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

**Notes:**

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.

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6. Applies to inbound and outbound petroleum products.

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

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

- a. Watchman (unarmed) per person \$75.00
- b. Armed Guard per person \$95.00

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

L. STANDBY FIRE APPARATUS

- a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00
- b. Fire apparatus required, per hour at \$165.00

M. FREE TIME: Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

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

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

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule V, Paragraph I, Operating Agreements.

O. UPLAND STORAGE: Items accepted for storage:

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

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Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule V, Paragraph I. Operating Agreements.

**P. LOG STORAGE:** Assessed monthly:

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

**Q. LICENSE AND PERMIT FEES:** License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

**R. FINES FOR VIOLATIONS:**

- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

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

**T. SCALE FEE:** A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

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**APPENDIX-MISCELLANEOUS INFORMATION**

Metric Equivalents and Metric Conversion Tables

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

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

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Metric Conversion Table

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

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10.000	22.046
2	4.4092	200	440.92	20.000	44.092
3	6.6138	300	661.38	30.000	66.138
4	8.8184	400	881.84	40.000	88.184
5	11.0230	500	1,102.30	50.000	110.230
6	13.2276	600	1,322.76	60.000	132.276

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

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

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

OR

546,224 Pounds  
x .4536  
247,767.206 Kilos

500,000 1,102,300.0  
40,000 88,184.0  
6,000 13,227.6  
200 440.92  
20 44.092  
4 8.8184  
TOTAL 1,204,205.4304 Pounds  
Kilos

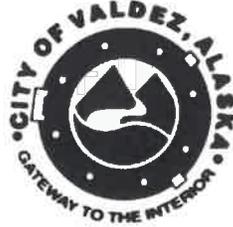
500,000 226,800.0  
40,000 18,144.0  
6,000 2,721.6  
200 90.72  
20 9.072  
4 1.8144  
TOTAL 247,767.2064

CONVERSION TABLE

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

END OF TARIFF

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**PORT OF VALDEZ**  
**TERMINAL RULES AND**  
**REGULATIONS**

As Approved Under  
**TERMINAL TARIFF NO. 100-~~1819~~**

ISSUED BY

**PORT OF VALDEZ**  
**P.O. BOX ~~307787~~**  
**VALDEZ, ALASKA 99686**

**Containing**  
**RULES and REGULATIONS**  
**APPLICABLE TO PERSONNEL USING THE**  
**MARINE FACILITIES OF THE PORT OF VALDEZ, AK**

**PHONE: (907) 835-4564**

**FAX: (907) 835-4479**

**WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**APPROVED: ~~January 16, 2018~~**

**EFFECTIVE: ~~February 1, 2018~~**

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## REVISIONS

Issued

February 1, 2018

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Revision 2

Revision 3

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

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## PORT OF VALDEZ MARINE TERMINAL RULES AND REGULATIONS

### 1.0 GENERAL

**1.01 SCOPE:** The rules, regulations, and conditions set forth shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. These Rules and Regulations are supplemental to the Port of Valdez Terminal Tariff presently in effect.

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

**1.03 RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION:** The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish additional Terminal Rules and Regulations supplemental to these Terminal Rules and Regulations and in addition to the provisions of the Port of Valdez Terminal tariff, which shall apply to all terminal(s) users and with the same authority and in the same manner as the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

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

### 2. ABBREVIATIONS AND DEFINITIONS

**2.01** Abbreviations and defined terms used herein shall have the same meaning as specified in the Port of Valdez tariff.

### **3. OPERATIONAL REQUIREMENTS**

**3.01 SNOW REMOVAL AND DISPOSAL-** All snow removal must be done in accordance with the City of Valdez municipal codes.

**3.02 SNOW REMOVAL FROM VEHICLES-** All snow and ice must be removed from the tops of containers and truck bodies before entering or leaving the terminal(s).

**3.03 FISHING GEAR-** No fishing gear or related material may be left on terminal property at any time.

**3.04 REPORTING OF TERMINAL ACTIVITY-** All cargo volumes handled to and from vessels and other information as may be required by the Port must be reported in a timely manner as stipulated under licenses granted to operate on the terminal(s). Failure to do so will be grounds for levy of fines, and/or suspension of or revoking of licenses to conduct business on the terminal(s).

### **4. COMMUNICATIONS**

**4.01 COMMUNICATIONS BEFORE BERTHING-** All vessels berthing at port facilities must notify the Port at least 24 hours in advance of arrival. All berthing must be approved by the Terminal Manager.

**4.02 COMMUNICATIONS ALONGSIDE-** All vessels when engaged in cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager on berthing request or upon docking.

**4.03 EMERGENCY COMMUNICATIONS-** In case of emergency, including fire, explosion or similar incident and in case of injury, the vessel shall call 911 and then notify the Port.

### **5. MOORING AT BERTHS**

**5.01 MOORING LINES-** All vessels moored at terminal(s) will tend lines regularly or as more frequently required by conditions then prevailing. Lines may not be slack at any time while handling cargo.

**5.02 MOORING ALONGSIDE-** All vessels moored alongside shall be positioned at the direction of the Terminal Manager. Vessels must have a confirmed berthing agreement issued by the Port.

**5.03 WINCHES-** Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times. To prevent damage, winch motors shall be turned on one half hour prior to use.

**5.04 TUGS-** In the event of severe weather, the vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manager reserves the right to order one or more tugs if in his/her opinion and sole discretion the use of assist tug(s) is appropriate. In such case, the vessel shall be responsible for the cost of the assist tug(s).

**5.05 WEATHER AND TRAFFIC-** Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the vessel while moored at the terminal(s). The Terminal Manager reserves the right to shut down operations between the vessel and the shore if in his/her opinion and sole discretion, a danger to personnel or property exists.

**5.06 HOT WORK AND OTHER MAINTENANCE-** Any vessel wishing to conduct hot work or vessel maintenance must get a permit from the Terminal Manager. The Port reserves the right to prohibit or order the stoppage of hot work at its sole discretion.

**5.07 DISCHARGE OF SEWAGE, GRAY-WATER, BILGE WATER, OIL, OTHER LIQUIDS INTO HARBORS-** The discharge of untreated sewage, gray-water, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of Port Valdez is prohibited.

**5.08 STACK EMISSIONS-** Visible and noxious stack emissions by vessels while moored at the terminal(s) is prohibited. Compliance with all state and federal laws, rules and permits is required.

**5.09 TRASH-** The discharge of trash into the waters of Port Valdez, or onto any of Port property is prohibited. Domestic refuse services are provided by the City of Valdez upon request and subject to tariff rates and fees. All other trash removal must be contracted to a licensed vendor approved by the Port.

**5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS-** The vessel shall take all precautions to insure that any liquid waste discharged into tank trucks ashore conforms in all respects with US non-pollution requirements and in a manner to prevent spills into the waters of Port Valdez or on Terminal property. Only licensed vendors as named on the Port's Certificate of Adequacy may be used for such work and any spills must be reported to the Terminal Manager immediately and if in the waters of Port Valdez, to the US Coast Guard.

**5.11 FUELING-** The fueling of vessels while moored at the terminal(s) by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with US Coast Guard regulations and in a manner to prevent spills into the waters of Port Valdez or on Terminal

property. Only licensed vendors may be used for such work and any spills must be reported to the Terminal Manager immediately and, if in the waters of Port Valdez, to the US Coast Guard.

5.12 GANGWAYS- Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.

5.13 LINEHANDLING- Personnel employed by the Port of Valdez are not permitted to handle lines for vessels except in case of emergency. Only licensed vendors and vessel crew, where applicable, may handle lines on the terminal(s).

5.14 LIGHTING- All vessels when moored alongside docks shall be properly lit at all times of dusk, darkness and limited visibility.

## **6. SECURITY**

6.01 SECURITY CONFERENCE- All vessels subject to the provisions of 33 CFR Part 105 as applicable to Port facilities are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

6.02 COMMUNICATIONS- The vessel shall maintain proper communications with the Port at all times when docked at the terminal(s). Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All persons handling security requirements on the vessel must be able to speak English.

6.03 CREW PASSES AND IDENTIFICATION- All crew members joining or departing vessels, as well as those on shore leave, must have proper identification issued by the vessel when on terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

6.04 PASSENGER PASSES- The master of each vessel shall be responsible for the issuance of passenger passes for all persons who enter the terminal(s) and are considered passengers or persons in addition to the crew.

6.05 SCREENING- All persons entering the terminal are subject to screening as deemed appropriate by the Facility Security Officer. All vehicles are subject to search when entering or leaving the terminal(s).

6.06 ACCESS TO TERMINAL- Access to terminal(s) is restricted to those parties licensed and engaged in the business of the terminal or have business on the terminal as approved by the

Terminal Manager. All other personnel shall be escorted by a credentialed terminal worker licensed by the Port.

**6.07 CONTROL OF PERSONNEL ON TERMINAL-** Personnel are subject to the rules and regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

**6.08 UNAUTHORIZED PERSONS-** No unauthorized persons are permitted on the terminal(s) at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

**6.09 LEVELS OF ACCESS AND DISPLAY OF BADGES-** All personnel conducting business on the terminal(s) or upon entry shall have a valid TWIC and any other required badge displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.

**6.10 CARGO, PASSENGER AND CREW MANIFEST-** The master of each vessel shall supply a complete manifest of cargo, persons arriving on vessels, including passengers, crew and persons in addition to the crew to the terminal upon arrival and prior to arrival if by request.

**6.11 FEDERAL BACKGROUND CHECKS-** All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.

**6.13 ACCESS BY OTHER THAN VESSEL PERSONNEL-** No persons may access vessels at the terminal(s) without advance notification and permission of the Terminal Manager.

## **7. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER**

**7.01 SHIP/SHORE SAFETY LIST-** Prior to the transfer of bunkers or fuel, the vessel and Terminal Operator shall complete a pre-transfer safety check off list in accordance with federal regulations.

**7.02 FIREFIGHTING EQUIPMENT AND COMMUNICATIONS-** All vessels shall have firefighting equipment ready for use during bunkering. All vessel personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).

**7.03 NOTICES-** All vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.

**7.04 ACCESS TO VESSEL DURING FUELING-** Access to vessels while fueling shall be restricted to crew and essential personnel.

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7.05 FLAGS AND LIGHTS- All vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.

7.06 EMERGENCY SHUTDOWN-An emergency shutdown procedure shall be established and tested prior to the transfer of product.

**8. SAFETY**

8.01 SAFETY REGULATIONS- All personnel entering the terminal(s) shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities. Qualified vessel personnel or authorized vessel contractor shall provide a safe passage via walkway or vehicle for all persons passing through the terminal(s), such as crew, and those not engaged in terminal activities.

8.02 PERSONAL SAFETY EQUIPMENT- All personnel on the terminal(s) including those not employed by the Port or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots and other equipment as appropriate. All persons working near the edges of docks, piers and berths shall also wear floatation equipment while working in those areas.

8.03 MEDICAL EMERGENCIES- In case of a medical emergency or accident, call 911, insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS- The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with the terminal tariff and these rules and regulations. Operations may be halted, or personnel directed off the terminal(s), at the sole discretion of the inspector for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS- All vehicles engaged in operations on the terminal(s) shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

**9. MISCELLANEOUS REGULATIONS**

9.01 DUNNAGE AND PALLETS- Only stamped and environmentally certified wooden pallets and dunnage may be used at the terminal. No dunnage or pallets may be left at the terminal(s) without permission of the Terminal Manager. Broken or material slated for disposal must be

removed immediately. The Port reserves the right to have any waste removed at the expense of the vessel or licensed contractors responsible.

**9.02 UNLAWFUL ACTS-** Unlawful acts committed by persons on the terminal(s) of any type shall be referred to local police for action.

**9.03 CONDUCT-** All persons on the terminal(s) shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right in his/her sole discretion to have persons removed or barred from the terminal(s) for non-compliance.

**9.04 MILITARY VESSEL CREW SECURITY-** Military vessels calling on the terminal(s) will provide personnel to assist facility security with the management of persons entering or leaving the terminal(s). A complete list of officers and crew must be provided to the Port upon arrival.

**9.05 WEAPONS, AMMUNITION AND EXPLOSIVES-** Any weapons deemed capable of causing mass casualty are not permitted on terminal(s). Ammunition and explosives are prohibited on the terminal(s) without proper permits, handling procedures defined and permission of the Terminal Manager.

**9.06 PERSONS INTOXICATED-** No persons who appear to be visibility intoxicated shall be permitted on the terminal(s). Persons found on the terminal(s) who are intoxicated shall be removed immediately.

**9.07 SMOKING-** Smoking is permitted only in designated areas of the terminal(s). Smoking is not permitted on terminal docks at any time per municipal code.

**9.08 DRUGS AND ILLEGAL SUBSTANCES-**The use or possession of illegal drugs or other substances on the terminal(s) is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

**9.09 LIFEBOAT SUSPENSION AND LANDING SKIFFS-** The suspension of lifeboats for purposes of vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on vessels with the permission of the Terminal Manager.

**9.10 RADIOACTIVE MATERIAL-** The handling of radioactive material in any form is prohibited at the terminal(s) unless otherwise negotiated by the Port.

**9.11 COMPRESSED GAS-** Compressed gasses must be properly stored on the terminal(s) in designated areas as established by the Terminal Manager.

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9.12 HANDICAP ACCESS- The Port does not provide handicap access to vessels berthed at the terminal(s).

9.13 CONFINEMENT OF PASSENGER AND CREW- Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessels expense. The terminal does not provide terminal facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

9.14 PUBLIC TOURS OF VESSELS- Public tours of vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

9.15 PARKING, SPEED LIMITS, SEAT BELTS- Parking is only permitted in designated areas as established by the Terminal Manager. Vehicles not parked in designated areas are subject to towing at the owners expense. The maximum speed for all vehicles on the terminal is 15 miles per hour. All vehicle operators and passengers are required to use seatbelts when on the terminal property.

9.16 LAYBERTHING- Vessel owner when layberthing vessels in inactive status shall inspect vessels regularly as specified by the Terminal Operator and such inspections and condition of vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be subject to direction by the Terminal Manager to be removed from the terminal or removed at the owner's expense.

**END OF TERMINAL RULES AND REGULATIONS**

CITY OF VALDEZ, ALASKA

RESOLUTION #18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-18 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 15-54 FORMERLY ADOPTING TERMINAL TARIFF NO. 100-16.

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

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

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-18 shall replace Tariff No. 100-16.

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

Section 1. The attached Port of Valdez Terminal Tariff No. 100-18 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 15-54 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-18 shall be February 1, 2018.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of January, 2018.

CITY OF VALDEZ, ALASKA

  
Ruth E. Knight, Mayor

ATTEST:

  
Sheri L. Pierce, MMC, City Clerk





## Legislation Text

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**File #:** 19-0470, **Version:** 1

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**ITEM TITLE:**

Maintain Sublease Rates at the Valdez Pioneer Field Airport Terminal Building, Resolution 10-60  
Naming Sublease Rates and Fees

**SUBMITTED BY:** Jenessa Ables, Port Operations Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Discussion item only.

**SUMMARY STATEMENT:**

In 2010 City Council approved Resolution No. 10-60, increasing the Airport rental rate 5% per year for the 3-year period of 2011, 2012, and 2013. There has not been a rate increase since 2013. The Ports & Harbor Commission has continued to review the Airport rental rate each year and elected to hold rates due to ongoing construction projects, and most recently, City wide space use analysis and long-term planning efforts.

In 2017, the Ports & Harbor Commission unanimously approved a recommendation to City Council to increase the Airport rental rate to \$1.90 per square foot with determining factors as follows:

- Proposed incremental increase remains within or above local per square foot rental range, non-competitive.
- Increased State of Alaska rental rate, effective September 1, 2017 (nominal annual increases continued in 2018 - 2019 by \$.01 per square foot).
- Substantial upgrades completed at the Airport since last rate increase: Airport Roof Replacement, Airport Door Replacement, Airport ADA Restroom and Waterline Upgrade, addition of free public wireless internet throughout terminal building, addition of standard television service in waiting areas, installation of upgraded public announcement system for aviation use tenants.

This recommendation to approve an increase to Airport rental rates *failed to gain approval* by City Council on September 5, 2017. The Ports & Harbor Commission again reviewed the rental rates in October of 2018 and both staff and Commission opted to hold rates.

Based on Port Staff understanding of current City Council goals and priorities, **we have again opted to recommend that the Airport rental rate be held at \$1.81 per square foot until up for review in 2020.** This is in large part due to the amount of real estate that City Departments are currently occupying in the Airport terminal building which translates to cost-savings for the City, as well as Port Staff has received no further updates from City Council in regard to long-term planning and prioritization of Airport revenues.

*Attachments:*

*Resolution 10-60* (most current rate resolution)

*2019 Airport Rate Revenues Worksheet* (includes “value snapshot” of City space)

Airport Rates Worksheet  
2019

LESSEE	SQUARE FOOTAGE	2019 MONTHLY RENTAL CHARGE	2019 ANTICIPATED RENTAL REVENUE @ \$1.81/sq. ft.	2019 CITY USE OFFICE NOT BILLED @ \$1.81/sq. ft.	TOTAL 2019 VALUE INCLUDING CITY OFFICES
City of Valdez Econ. Development Dept.	1751.00	\$3,169.31		\$38,031.72	\$38,031.72
City of Valdez Finance Dept.	1778.00	\$3,218.18		\$38,618.16	\$38,618.16
City of Valdez Fire Dept.	2048.00	\$3,706.88		\$44,482.56	\$44,482.56
City of Valdez Engineering Dept.	2326.00	\$4,210.06		\$50,520.72	\$50,520.72
City of Valdez Port Dept.	768.00	\$1,390.08		\$16,680.96	\$16,680.96
Civil Air Patrol	1029.60		\$1.00		\$1.00
Dean Cummings' H2O Guides (Jan-March)	0.00	\$0.00	\$0.00		\$0.00
Vertical Solutions LLC (April-December)	615.00	\$1,113.15	\$10,018.00		\$10,018.00
ERA Aviation, Inc.	2912.00	\$5,270.72	\$63,248.64		\$63,248.64
Federal Aviation Administration	21.20	\$38.33	\$459.96		\$459.96
Federal Aviation Administration	271.00	\$490.51	\$5,886.12		\$5,886.12
Jeff Johnson & Linda Brandenburg	184.00	\$333.04	\$3,996.48		\$3,996.48
The Landing Lights (Decreased Space 2018)	478.00	\$865.18	\$10,382.16		\$10,382.16
Valdez Expediting, Inc.	176.00	\$318.56	\$3,822.72		\$3,822.72
Valdez U-Drive	184.00	\$333.04	\$3,996.48		\$3,996.48
Vertical Solutions LLC	265.00	\$479.65	\$5,755.80		\$5,755.80
Vertical Solutions LLC	456.00	\$825.36	\$9,904.32		\$9,904.32
Wrangell Mountain Technical Services	10.00	\$18.10	\$162.90		\$162.90
TOTAL PROPERTY SUBLEASE REVENUE	15,272.80		\$117,634.58	\$188,334.12	\$305,968.70
				<i>Uncollected</i>	
Seed Media	30.00	\$54.30	\$651.60		
TOTAL VENDING SUBLEASE REVENUE	30.00		\$651.60		
Interest Income			\$12,000.00		
Interest Charges on A/R and City			\$2,500.00		
TOTAL INTEREST INCOME	15,302.80		\$14,500.00		VALUE SNAPSHOT
TOTAL PROJECTED REVENUES			\$132,786.18		\$305,968.70
MINUS 2019 PROJECTED EXPENSES			-\$327,787.00		-\$327,787.00
OPERATING DEFICIT/SURPLUS			<b>-\$195,000.82</b>		<b>-\$21,818.30</b>

*PROJECTED 2019 Y.E. TRANSFER FROM GENERAL FUND:	\$264,798.00
Current deficit/surplus estimation:	-\$195,000.82
Transfer Less Than Anticipated	<b>\$69,797.18</b>

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 10-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING SUBLEASE RATES AT THE VALDEZ PIONEER FIELD AIRPORT TERMINAL BUILDING AND REPEALING RESOLUTIONS NO. 97-33 AND 98-10 FORMERLY NAMING SUBLEASE RATES

WHEREAS, the City of Valdez does own and operate the airport terminal; and,

WHEREAS, Resolution No. 97-33 adopted a lease rate of \$1.56 per square foot per month at the airport terminal; and,

WHEREAS, Resolution No. 98-10 amended Resolution No. 97-33 adding a daily rental rate of \$110.00 per day for subleases less than 30 days; and,

WHEREAS, Resolution No. 00-18 renamed the Valdez Airport to Valdez Pioneer Field; and,

WHEREAS, the monthly sublease rate has not been adjusted since 1997.

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

Section 1: The sublease rate at the Valdez Pioneer Field airport terminal building shall be increased for the three year period of 2011, 2012, and 2013 in an amount not to exceed five percent (5%) per year.

Section 2: The sublease rate for 2011 shall be \$1.64 per square foot per month. The sublease rate for 2012 shall be \$1.72 per square foot per month. The sublease rate for 2013 shall be \$1.81 per square foot per month.

Section 3: A daily rental rate for an office shall be \$130.00 per day for subleases less than 30 days.

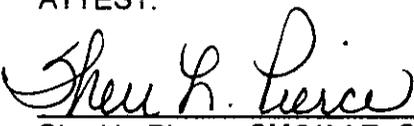
Section 4: This resolution shall become effective upon approval.

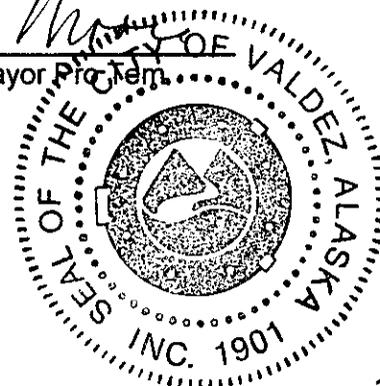
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 22<sup>nd</sup> day of November, 2010.

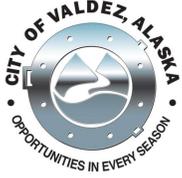
CITY OF VALDEZ, ALASKA

  
Dorothy M. Moore, Mayor Pro Tem

ATTEST:

  
Sheri L. Pierce, CMC/AE, City Clerk





## Legislation Text

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**File #:** 19-0471, **Version:** 1

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**ITEM TITLE:**

#19-XX - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 17-44 Formerly Naming Such Rates and Fees

**SUBMITTED BY:** Sarah Von Barga, Harbormaster

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Discussion item only.

**SUMMARY STATEMENT:**

In 2017 City Council approved Resolution No. 17-44 setting the Harbor tenant and transient annual moorage rates on a 7.5% increase per year for the 3 year period of 2018, 2019 and 2020. Some additional rates that were added included laundry facility rates and miscellaneous fees. Upon further review by Harbor staff, we feel that the laundry fees needed to be revised due to changes in laundry equipment purchased during the expansion project. We also felt that a few new fees and miscellaneous fine amounts needed changing.

The Harbor staff is recommending the following changes for your input and approval:

- Installation of a tiered rate structure for the Drive-Down Float in an effort to keep vessels from mooring overnight or for extended periods of time.
- Slight change in verbiage and date range for upland storage of vessels in the truck/trailer section during summer months.
- Increase in boat move fees with use of Harbor skiff from a flat \$30.00 per move to \$60.00 per move within one basin and adding a flat fee of \$100.00 per move between basins. Labor would be calculated on top of the flat rates.
- Increase fines from \$100.00 to \$200.00 per violation of releasing any type of waste into the water or uplands and also per violation of releasing oil or any kind of its derivative into the water or uplands. Those fines would increase by \$100.00 per each additional violation.
- Leaving the laundry fee at \$6.00 per wash and amending the dry fee to \$1.00 per 12

minute cycle.

CITY OF VALDEZ, ALASKA

RESOLUTION #17-44 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ SMALL BOAT HARBOR S AND REPEALING RESOLUTION NO. 17-44 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the Valdez Small Boat Harbor is operated and maintained under the jurisdiction of the Valdez City Council; and,

WHEREAS, Resolution No. ~~15-43~~ 17-44 previously established the schedule of rates and fees for the public use of the Valdez Small Boat Harbor; and,

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding of long term maintenance and operations of the Harbor.

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

Section 1. Resolution No. ~~15-43~~ 17-44 is hereby repealed.

Section 2. The attached schedule of rates and fee shall govern the public use of the facilities in the Valdez Small Boat Harbor.

Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 21<sup>st</sup> day of November, 2017.

CITY OF VALDEZ, ALASKA

~~Ruth E. Knight~~ Jeremy O'Neil, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

**VALDEZ SMALL BOAT HARBOR  
SCHEDULE OF RATES AND FEES  
RESOLUTION #17-44 ~~19-XX~~**

**SECTION I. MOORAGE FEES**

A. Annual Slip Rental

The due date for all annual moorage rentals is established as January 1 in any calendar year to allow maximum utilization of the Valdez Small Boat Harbor. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

The annual moorage fee for reserved moorage privileges shall be based on the length of float assigned or the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) whichever is longer. (Commercial seine skiffs are exempt).

The rate structure for reserved moorage privileges on A-K Docks will be increased annually to help offset the ongoing effects of inflationary pressures and other cost escalations associated with the long-term maintenance and operations of the Valdez Small Boat Harbors. Annual increases will be set in three year increments and be expressed as a percentage amount, not to be exceeded.

M Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. M Dock rates will be charged at thirty-five dollars (\$35.00) per foot per year.

For the three year period 2018, 2019, and 2020 the annual increase for reserved moorage on A-K Docks will be a percentage amount not to exceed seven and a half percent (7.5%) per year. This resolution authorizes an increase of up to this amount each year, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year.

Reserved moorage rates on A-K Docks for 2018 will be charged at forty dollars and seventy-six cents (\$40.76) per foot per year.

Reserved moorage rates on A-K Docks for 2019 will be charged at forty-three dollars and eighty-two cents (\$43.82) per foot per year.

Reserved moorage rates on A-K Docks for 2020 will be charged at forty-seven dollars and eleven cents (\$47.11) per foot per year.

Reserved semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Reserved Tour Boat Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Tour Boat Dock rates will be charged at seventy-six and forty-one cents (\$76.41) per foot per year. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

Reserved semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock. All slips located at the Tour Boat Dock facility shall be classed as 60-foot slips. The rate shall be the annual moorage rate fee per foot per year based on the 60-foot length of the slip or the vessel length, whichever is greater. Tour boats have preferential rights to all Tour Boat Dock slips. In the event more tour boats than Tour Boat Dock slips are available, a waiting list will be implemented.

## B. Transient Slip Rental

For the purpose of calculating moorage, daily moorage is considered a 24-hour period from 8:00 a.m. to 8:00 a.m. the following day. Up to three (3) hours will be allowed for loading and unloading of vessels. Vessels moored longer than three (3) hours will be assessed transient moorage fees.

### 1. Annual Transient Slip Rental

The annual moorage fee for transient moorage privileges shall be 115% of the rate charged for reserved moorage. This fee shall be based on the length of the normally assigned float or the overall length of the vessel (including all hull attachments, such

as bowsprits, dinghies, davits, etc.) whichever is longer. The annual rate applies only if paid in advance. At the option of the vessel owner, the annual moorage fee may be paid in annual, semi-annual or monthly installments.

Transient annual, semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Transient annual, semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

## 2. Monthly Transient Slip Rental

### a. Paid in Advance

The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be nine dollars and sixty three cents (\$9.63) per foot for all docks except the Tour Boat Dock slips, which shall be twenty dollars (\$20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

### b. Billed

The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be fourteen dollars and forty-five cents (\$14.45) per foot for all docks except the Tour Boat Dock slips, which shall be thirty dollars (\$30.00) per foot if moorage must be collected through an invoice.

## 3. Daily Transient Slip Rental

The daily rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.), shall be as follows:

Daily moorage paid in advance                      Charged at \$0.77 per foot per day

Daily moorage billed	Charged at \$1.16 per foot per day
Daily moorage paid in advance for Tour Boat Dock slips	Charged at \$1.50 per foot per day
Daily moorage billed for Tour Boat Dock slips	Charged at \$2.25 per foot per day

C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars (\$2.00) per square foot over the allowed space.

Vessels propelled solely by human power and that occupy less than one-half (1/2) of the space between two (2) finger floats will be assessed a fee of twenty-five cents (\$0.25) per square foot per day or two dollars (\$2.00) per square foot per month.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

Tour or charter vessels using moorage in the harbor to transport passengers (but not staying in the harbor more than three (3) hours, will be assessed a transient passenger tax. This fee will be one dollar (\$1.00) per passenger, per boarding trip. Insurance will be required and the City of Valdez listed as an additional insured.

Vessels mooring overnight at the Drive-Down Float in the South Basin will be assessed a fee of seventy-five cents (\$0.75) per foot for the first three (3) nights, one dollar and fifty cents (\$1.50) per foot for one (1) to three (3) additional nights, and three dollars (\$3.00) per foot for seven (7) nights or more. (The Drive-Down Float is there for active loading and unloading and occasional net repair, not for long-term moorage).

**SECTION II. UPLAND STORAGE**

A. Upland storage of vessels, vessels on trailers, trailers, or cradles during winter months (October 1 - April 30) shall be charged at a minimum rate of sixty dollars (\$60.00) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars (\$2.00) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, or cradles during the summer months (May 1 - September 30) shall be six dollars and twenty-five cents (\$6.25) per day per vessel, vessel on trailer, trailer, or cradle.

C. Upland storage of vessels, vessels on trailers, ~~trailers~~, or vessels on cradles during the summer months (May 15 - ~~September 15~~ August 31) stored in the truck/trailer area of the yard shall be charged twelve dollars and fifty cents (\$12.50) per day.

D. Upland storage of vessels, vessels on trailers, trailers, or cradles staying past the nine (9) month allotted time shall be charged a fee that doubles each additional nine (9) months.

E. Upland storage/parking of vessels hooked to a vehicle or trailers hooked to a vehicle in excess of seven (7) days will be charged the same fees applicable for winter or summer storage.

F. Upland storage of vessels or trailers in the eastern long-term parking area shall be charged the winter or summer storage rates as applicable.

G. Fisherman's Dock storage of gear shall be charged at a rate of thirty cents (\$0.30) per square foot per month with a minimum charge of thirty dollars (\$30.00) per month.

### **SECTION III.      BOAT LIFT**

A. The following charges shall be made for use of the 75-ton Travelift.

1. The minimum fee for a lift shall be two hundred twenty dollars (\$220.00) for the first hour of use or any portion of time less than one (1) hour.
2. For use of the lift in excess of one (1) hour over scheduled lift time, a fee of three hundred thirty dollars (\$330.00) per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments of eighty-two dollars and fifty cents (\$82.50).
3. For use of the lift after normal working hours, a fee of four hundred forty dollars (\$440.00) shall be assessed for the first hour and two hundred twenty dollars (\$220.00) per hour for each consecutive hour.
4. For use of the lift to hang overnight, a fee of four hundred forty dollars (\$440.00) shall be assessed. Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred according to item #2 above. All vessels must be supported while hanging in the slings.
5. For use of the lift during winter months, the minimum lift fee of two hundred twenty dollars (\$220.00) plus operator labor of sixty dollars (\$60.00) per hour will be in effect (as prepping the Travelift takes additional time to warm up and/or de-ice before use).

6. Failure to cancel a scheduled lift one-half hour prior to time of lift, you will be charged a cancellation fee of one hundred ten dollars (\$110.00).

#### **SECTION IV. GRID, CRANE, AND FISH PUMP FEES**

A. Grid rental rates shall be one dollar and twenty-five cents (\$1.25) per foot per tide for vessels up to seventy feet (70') and one dollar and seventy-five cents (\$1.75) per foot per tide for vessels seventy-one feet (71') and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.

B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.

C. The fee for use of the cranes on the Fisherman's Dock shall be eighty dollars (\$80.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one hour minimum charge of eighty dollars (\$80.00).

D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars (\$150.00) per hour.

E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars (\$20.00) per card.

#### **SECTION V. LABOR AND SERVICES**

A. Service and labor performed by the Harbormaster or any City employee working in the Small Boat Harbor shall be charged at the flat rate of sixty dollars (\$60.00) per hour for labor during normal business hours. All labor performed after normal business hours shall be charged at the flat overtime rate of ninety dollars (\$90.00) per hour. These fees shall be billable in 15-minute increments.

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, etc.
2. Boat moves performed in the North Basin or towed in from the breakwater shall be charged at a flat rate of ~~thirty dollars~~ sixty dollars (\$60.00) plus labor. Boat moves performed from one basin to another shall be charged at a flat rate of one hundred dollars (\$100.00) plus labor.

3. Pumping of vessels shall be charged at a flat rate of fifty dollars (\$50.00) plus labor.
- B. All materials and/or supplies shall be charged at cost to the City plus fifteen percent (15%).

## **SECTION VI. WAIT LIST**

A fifty dollar (\$50.00) per year non-refundable fee shall be charged per listing to each customer placing his/her name on the waiting list for a reserved slip.

## **SECTION VII. ELECTRICAL SERVICE IN THE HARBOR**

A. Slip holders will be charged a ~~twenty dollar (\$20.00) installation fee~~, a monthly service charge of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. **(Owners or operators are responsible for notifying the Harbor office of their in and out readings from their slips.)**

B. Daily flat rate for power on the water is ten dollars (\$10.00)/day for 30amp, fifteen dollars (\$15.00)/day for 50amp and twenty-five dollars (\$25.00)/day for 100amp. **This rate is for transient vessels staying 15 consecutive days or less.**

C. Vessel owners connecting to power without prior authorization from Harbor staff will be fined. See Section IX #12 Tampering or unauthorized use of utilities.

## **SECTION VIII. LAUNCH RAMP**

**A.** Launch ramp fees will be charged at ten dollars (\$10.00) per day or seventy-five dollars (\$75.00) per calendar year for use of the launch ramp. **Vessels paying annual moorage fees will be exempt from this fee, but any trailer or truck and trailer left is subject to normal storage fees.**

**B.** This fee excludes vessels propelled solely by human power, which shall pay five dollars (\$5.00) per day or thirty-seven dollars and fifty cents (\$37.50) per year for use of the launch ramp.

**C.** ~~Vessels paying annual moorage fees will be exempt from this fee.~~ Vessel owners failing to provide proof of launch payment by receipt, self-pay stub or season launch sticker displayed on or in vehicle will be fined. See Section IX #21 Failure to pay launch fee.

D. Vessels left unattended or blocking the launch ramps will be charged a fee of twenty dollars (\$20.00) per hour.

**SECTION IX. MISCELLANEOUS HARBOR FEES/FINES**

The following fees/fines will be assessed for Valdez Small Boat Harbor infractions:

1. \$ 50.00 Speeding/violation of “No Wake” speed
2. \$ 75.00 Operating a vessel in a reckless manner
3. \$ 75.00 Operating a vessel in a negligent manner
4. \$ 75.00 Trolling or fishing from a vessel in the Valdez Small Boat Harbor or breakwater
5. \$ 75.00 Impeding safe navigation
6. ~~\$4~~200.00 Disposing of trash, garbage, human refuse or animal waste, or any similar substance in the water of the harbor or upon the harbor grounds. Each infraction after the initial disposition of waste will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbor.
7. ~~\$4~~200.00 Releasing any fuel, oil, or their derivatives into the water or onto the lands of the harbor. Each infraction after the initial release will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbor.
8. \$ 75.00 Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Valdez Small Boat Harbor
9. \$ 50.00 Creating a nuisance or conducting unlawful business
10. \$ 50.00 Failure to properly control dog or other animal
11. \$ 50.00 Improper storage on any float, ramp, decline, walk or other public place in the Small Boat Harbor, except at designated loading/unloading spaces
12. \$250.00 Tampering or unauthorized use of utilities
13. \$ 25.00 Posting on bulletin board without proper consent
14. \$ 25.00 Improper posting of advertisement
15. \$100.00 Tampering or removing any sign or notice
16. \$ 50.00 Subleasing a slip to another user
17. ~~\$4~~500.00 Impoundment of vessel due to lack of payment or dereliction
18. \$100.00 Failure to pay fees owed and requiring use of collection agency
19. \$ 50.00 Parking in a fire zone
20. \$100.00 Failure to provide 24-hour notice for Harbor staff to accommodate adequate time for slip clearance
21. \$ 40.00 Failure to pay launch fee

22. \$100.00 Failure to adhere to the Harbor's "Code of Conduct," Harassing customers or staff. Deliberate behavior that is intimidating, hostile, offensive, or adversely impacts staff work performance.

**SECTION X. SHOWER AND LAUNDRY FACILITIES**

A fee of four dollars (\$4.00) per shower will be charged for use of public showers in the restrooms located below the Small Boat Harbor office and the South Harbor Office/Shop.

A fee of ~~four dollars (\$4.00)~~ six dollars (\$6.00) per ~~regular capacity washer~~ wash, five dollars (\$5.00) per large capacity washer, and ~~twenty-five cents (\$0.25)~~ one dollar (\$1.00) per ~~fifteen~~ twelve minute cycle for dryer will be charged for use of public laundry facilities located at the South Harbor Office/Shop Warehouse/Restroom building.

**SECTION XI. MAINTENANCE AND WASHDOWN PADS**

Use of the Maintenance Pads shall be charged a fee of fifteen dollars (\$15.00) per day for fourteen days or less; twenty dollars (\$20.00) per day for fifteen to thirty days; thirty dollars (\$30.00) per day for thirty-one days or more and includes use of power and water.

Use of Washdown Pads are free. Power is available at the Washdown Pads and in the uplands for fifteen dollars (\$15.00) per day.