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SYMBOLS / REFERENCE MARKS

(A)	Denotes Increase
(C)	Denotes Change in Wording Which Results in Neither an Increase or Decrease in Rates or Charges.
(I)	Denotes New or Initial Matter
(G)	General Increase (+) or Decrease (-)
(D)	Denotes Deletion
(E)	Denotes Expiration
(N)	Denotes Reissued Matter

EXPLANATION OF ABBREVIATIONS

ANC	Anchorage	F/V	Fishing Vessel
AK	Alaska	GAL	Gallons
BBB	Bristol Bay Borough	HDLG	Handling
BBBD	Bristol Bay Borough Dock	IE	That is to say
BBL	Barrel	IN / "	Inches
BDL	Bundle	KS	King Salmon
CO	Company	LBS	Pounds
COD	Collect on Delivery	LDG	Loading
CONT'D	Continued	LGTH	Length
CS	Case	LCL	Less than a Container Load
CTN	Carton	LOA	Length Overall
CU	Cubic	M	1000
CWT	Hundred Weight	MT	Empty
D'HAM	Dillingham	M/V	Marine Vessel
DKG	Dockage	MAX	Maximum
DIA	Diameter	MIN	Minimum
EA	Each	MISC	Miscellaneous
ENTP	Enterprises	NNK	Naknek
ETC	And so forth	NO	Number
FEU	Forty foot equivalent unit	NOS	Not Otherwise Specified
FMC	Federal Maritime Commission	OS	Overstow
FT/'	Foot	TEU	Twenty foot equivalent unit
PKG	Package	TERM	Terminal
SNNK	South Naknek	UNLDG	Unloading
SQ	Square	US / U.S.	United States
SU / S.U.	Set-Up	WT	Weight
WHFG	Wharfage	WA / W.A.	Washington
VIZ	Namely	YD	Yard

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Contact Information

Port of Bristol Bay

Owned and Operated by the
Bristol Bay Borough

P.O. Box 189
 One Dock Road
 Naknek, Alaska 99633

Port Administrators Office - (907) 246-6168
 Port Administrators Fax - (907) 246-3493
 Shipping & Receiving Warehouse – (907) 246-7431
 E-Mail address - portbb@bristolbay.com

VHF-12

Port Tariff

Borough Ordinance # - 83-2 & 01-01

FMC Terminal Tariff # 900

View, download or print from:
www.theborough.com/port.html

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RULES AND REGULATIONS

010 ACCEPTANCE OF TARIFF

Use of wharves and facilities of the Port of Bristol Bay shall be deemed an acceptance of this tariff and the terms and conditions named therein.

020 APPLICATION OF RATES - GENERAL

Rates, charges, rules and regulations provided in this tariff will apply only to cargo received at or shipped from the facilities or properties operated under the jurisdiction and control of the Bristol Bay Borough and specifically to the Port of Bristol Bay and appurtenant structures thereto. Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff. Such charges shall be due and payable in accordance with subsequent rules.

030 BERTH PRIORITY - CARGO DOCK

All vessels desiring to berth at the Port of Bristol Bay shall be afforded space in the following order of priority: (also see Berthing Rules, Item 040)

- | | |
|-----------------------------|--------------------------|
| <u>1st</u> priority: | Common Carriers |
| <u>2nd</u> priority: | Fish Deliverers |
| <u>3rd</u> priority: | Other Carriers & Vessels |

When the situation arises where more than one carrier or vessel desires to dock for scheduled work, priority will be based on the amount of work, and/or urgency of the work to be completed.

ALL BERTHING, BERTH PRIORITY, OR ORDER OF PRIORITY SHALL BE SOLELY AT THE DISCRETION OF THE PORT ADMINISTRATOR OR DESIGNEE.

040 BERTHING RULES – GENERAL (I)

- A) Vessels requesting to dock for **vessel repairs** will be approved by the Port Administrator only, prior to docking. Vessels unable to move (at all times) will not be permitted to dock at any time.
- B) **Vessels that berth are subject to charges** named in the Rate Sections of the Tariff.
- (C) **Vessels shall vacate the berth upon demand** of the Port Administrator or his/her designee. Vessels refusing to vacate the berth on demand will be moved. All expenses, including damage to any vessel or to wharf structures during such removal, shall be charged to the vessel so moved. Any vessel refusing to vacate

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040 **BERTHING RULES - GENERAL** continued

- C) the Port premises upon the request of the Port Administrator may be reported and/or prosecuted under Federal, State and Local Laws and Regulations for disruption of Port Operations and docking privileges could be denied.
- (I)**
Vessels that cause delay or disrupt Port Operations may be held financially responsible for the cost of the delay for the dock customer who was delayed and to the Port for revenue lost due to failure to comply with Tariff rules.
- D) Any **Vessel or Boat improperly docked** will be charged a fee of \$200.00 per occurrence, at the discretion of the Port Administrator.
- E) The Port of Bristol Bay does not perform the services of **line handling**. Such services is arranged by and is for the account of the agents of the vessel.
- (C)**
- F) **All vessels** who have lines tied or attached to any part of the Port facilities **will conduct regular line checks** and make adjustments according to the tides. The Port of Bristol Bay will in no way assume responsibility or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.
- G) **The Port of Bristol Bay reserves, in any event, the right** to close facilities, refuse service and/or cease operations of the Port at any time.
- H) No hot work/repairs is permitted on any vessel until there has been prior authorization by the Port Administrator.
- I) Vessels moving in and out of the dockage areas will do so in a manner as to NOT create a wake.
- J) Vessels that have been approved to dock in un-authorized area's will do so for the amount of time permitted by the Port Administrator which will not exceed 30 minutes-under any circumstances. During the time vessel is docked in a special area it must have a trained crew member on board that is alert and capable of moving the vessel in an emergency or on short notice and who will conduct regular line checks and adjustments.

*All user's also need to read **Item 230 - User's Responsibility of.***

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040 BERTHING RULES CARGO DOCK

- A) All Vessels, or their owners, agents, desiring to berth at the Port shall, in advance file a **Vessel Berthing Application** with the Port Administrator in writing. All applications must be approved by the Port Administrator before any vessel will be scheduled for docking or before loading or discharging of any cargo.
- (C)
Common carriers may provide a list of vessels with the required Port information in lieu of a separate vessel application for each vessel. This list should be on file with the Port by the arrival of the first barge of the season and updated as necessary and before the carriers vessel arrive at the Port for service.
- B) **Prior** to each docking all vessels or it's owners or agents must **verbally schedule with the Port Administrator or his/her designee** the **ETA of the vessel** and specify the **nature and quantity of the cargo** to be handled, AND the **start time for the crew to begin the discharge and/or loading operations**. After approval of the scheduling the Port will provide necessary docking instructions.
- C) Vessels at berth engaged in loading or discharging **may be required to work overtime** at the discretion of the Port Administrator.
- D) **Any vessel unable to load or unload cargo because of lack of ship's tackle or equipment** may rent Port equipment at the discretion of the Port Administrator. Vessels unable to load or discharge cargo due to lack of or a break down in equipment will be asked to vacate the dock immediately. Charges for equipment shall be on a time and material basis per Items 090 & 110. Vessels vacating berth due to equipment problems will be charged to normal dockage fee and any stand-by time accumulated.
- E) **Vessels tied to the outside of Vessels** already tied to any part of the dock facilities (rafting) - will adhere to the same Tariff Rules and Regulations as any vessel tied to the dock. No vessel, owner, agent, etc. has the right to refuse outside berthing if it has been authorized by the Port Administrator.
- F) **All vessels** using the Cargo Terminal Dock will be required to **keep aboard a crew of sufficient size to move the vessel** at the request of the Port Administrator or his/her designee.
- G) **Tying to piling and bull rails is prohibited**. All vessels using the cargo dock will use the bits, cleats, and/or bollards.
- H) (D)

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040 BERTHING RULES - FISHERMAN'S DOCK

The Fisherman's Dock is located on the west side of the cargo dock. The Port of Bristol Bay does not provide berths for vessels. This is a rafting dock.

This dock is provided for 32' and smaller vessels. Vessels larger than 32' but less than 60' will be permitted docking on a temporary basis, with prior authorization from the Port Administrator. The dockage fee's for larger vessels will be the minimum dockage charge for vessels using the Cargo Dock See Rule 070-Dockage Fee's.

Vessels will NOT dock on the Face of the cargo dock or on the East side of the cargo dock (upriver side), or in any area marked with a No Docking Sign - without prior authorization.

- A) Vessels will raft together in an orderly manner.
- B) All docking in this area will be on a first come, first serve, as space permits basis.
- C) No one will untie or "cut loose" any vessel under any circumstances. Anyone found doing so will be charged with all federal, state and maritime laws.
- D) No one will untie and move a boat without a reasonable attempt to locate the vessels owner or operator. When vessels are moved they will be securely re-tied in the same area as it was originally docked.
- E) Only Vessels that have paid the dockage fee with the Port will be allowed to dock more than 2 hours.
- F) Season Pass holders will adhere vessel decals and parking decals in the area designated by the Port. Decals that are not displayed in the designated area will be void and the pass holder's vehicle or vessel may be impounded at the expense of the owner/operator.
- (I)**
- G) **Vehicle parking permit/decals are issued to paid Season Pass Holders only. Season Pass holders are permitted to park one vehicle long term in the waterside fisherman's parking lot when displaying a port permit.**
- H) Electrical cords and water hoses should be carefully placed as not to endanger anyone's life or property.

Also see rules for parking, rates, safety and user responsibility.

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050 DEFINITIONS

BERTHING APPLICATION - VESSELS

An application for berth must be on file and approved by the Port Administrator before any vessel, owner, agent or representative schedules a vessel for dock time and services. Applications may be obtained from the Port Office. vessels requesting service without applications on file must complete an application for approval before any type of service begins and docking is approved.

CARGO

Any type of cargo, but not limited to fish or products thereof, loaded, unloaded, transferred, containerized, etc., to include containers and equipment.

All cargo must have a recipient for immediate pick-up (or alternative pick-up instructions) and/or the final destination with estimated departure date for the cargo designated in writing directly on the Cargo bill, shipping bill, freight bill or Bill of lading prior to the arrival. Cargo shipped from the Port of Bristol Bay must comply with all Federal, State and local laws, including those for fish and game. Cargo without proper paperwork, seals, tags, etc. will be refused as specified in Rule 180 (7).

Carriers are responsible of notifying shipping customers of Port's Free Time Rules & Rates. When phone numbers are provided on the Freight Bill all efforts will be made to contact the customer, but it is the ultimate responsibility of the customer to check to see if the cargo has arrived and that it is picked up before Storage and other charges begin. The customer and not the shipper will be responsible for all storage an associated charges against freight left past Free Time.

Cargo will not be loaded or unloaded from containers by anyone other than authorized Port employees while the container is located anywhere in the Terminal, without prior authorization from the Port Administrator.

CHECKER and CHECKING

An employee who checks and documents all incoming and outgoing cargo. The Port does not provide the service of checkers. If a Carrier is unable to provide a checker for itself and the Port is required to provide this service, the carrier must give the Port Administrator 24 hour notice. The carrier will be charged for the Port's labor rate, per man hour, as listed in Rule 110.

COMMON CARRIERS

Operators who publish Tariffs and regular shipping schedules to the Port of Bristol Bay.

COMPANY GEAR

Is defined as, but not limited to, gear, supplies, autos, gen-sets, spill response containers, equipment, fuel tanks, chassis, bunkhouses, etc. owned by a Common Carrier that is directly related to cargo handling. Company gear will be charged the Empty container rates listed in Rule 270, on the gross weight of each item, including the weight of the equipment that the company gear is in or on. Carriers may request from

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COMPANY GEAR - continued

the Port Administrator a waiver of charges for company gear in special circumstances prior to the arrival of the cargo. Company Vessels are not considered company gear.

Company gear that passes through the warehouse will be exempt from the company gear rates and be charged at normal LCL rates.

CONSIGNEE

The person(s), company(s), named on the Bill of Lading or cargo bill that the cargo is consigned to be delivered to.

DELINQUENT

Any carrier, company or persons with an outstanding balance due to the Port and/or Borough for over 30 days.

DELINQUENT LIST

A record of vessels, their owners or agents, or other users of the Port of Bristol Bay who have failed to pay charges within the credit period allowed in Items 150 and 160.

DOCKAGE

The charges assessed on all vessels gross tonnage weight for docking at a wharf, dock, pier or any other part of the Port facility or mooring to another vessel so docked. (see Item 040 for Berthing Rules and Item 070 for Rates).

EMPTY CONTAINERS OR EQUIPMENT

Any type of container, flat, including flats with tanks - that are totally free of any contents. Empty tanks that have residual contents remaining will be charged at the tare rate of the empty equipment plus the gross weight of the residual contents, included as the excepted gross tare weight.

FREE TIME

"Free Time" is a specified period during which cargo may occupy any Port of Bristol Bay premises before being subject to wharf demurrage, terminal storage, penalty and/or removal and disposal charges by the Port of Bristol Bay at the expense of the owner of the goods.

The following cargo may occupy Port premises for the period listed below before wharf demurrage, terminal storage, penalty and/or removal or disposal charges are imposed.

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Free Time	
Cargo/Equipment Type	Free Time
LCL Cargo from Common Carriers	48 Hours
LCL Cargo from all other carriers & shippers	12 Hours
Full TEU's and FEU's-Outbound	Next subsequent sailing - See Notes below
Full containers-inbound and/or Full and Empty inbound, sold or customer owned containers	5 days
Empty TEU's – outbound	Next subsequent sailing - See Notes below
Empty FEU's – outbound	7 days - See Notes below
Boats any length	24 Hours
Boat Cradles	24 Hours
All other cargo NOS(Modulars, Autos, Hvy Equip)	24 Hours
Non-Stackable Cargo	24 Hours
Overstow	30 days
Hazardous Materials	NONE

Full containers-outbound left past the first sailing of the expressed destination.

Empty TEU containers - outbound left past the next subsequent sailing South.

Empty FEU containers - offloaded at the Port for the primary purpose of loading cargo for regular shipments (i.e., reefer vans) will be limited to a reasonable, estimated amount that will be utilized by the Carrier or Shipper during a 1 week (7 day) period. The total amount of empty containers to be left at the Port will be determined by the Port Administrator. Containers exceeding the estimated amount determined by the Port Administrator may be refused and/or subject to terminal storage, wharf demurrage, removal and penalty charges.

FULL CONTAINERS

Containers or flats that arrive full and depart full without being opened for viewing or cargo distribution. Any container or flat that arrives full but must be opened and cargo distributed or sorted will be considered as LCL and charged the LCL rates as provided in rule 270.

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HANDLING (C)

Ordinary handling and charges are defined as unloading cargo from vessels or vehicles to terminal and loading cargo onto vessels or vehicles for discharge. It includes ordinary sorting, stacking, breaking down, etc.. Handling does not include unreasonable or extra handling, banding, wrapping, palletizing, transloading or digging out. Some container handling operations do not include stevedoring services (Refer to Item 210- Wharfage & Handling Rates-Containers). These services will be charged by actual man and equipment hours used.

(C)

When it is necessary to assemble, disassemble or break down trailers, chassis, or lowboys, the cost thereof shall be for the account of the consignee.

If Port cargo handlers or their designee(s) do not handle the cargo then handling charges will be waived for any cargo that Port cargo handlers do not physically handle. Also see Rule 100-Insurance and Rule 120-Liability, Limitation of.

HOLIDAYS

"Holidays" is defined as all State approved holidays recognized by the Bristol Bay Borough.

INSURANCE

See Rule 100 for all insurance information.

INTER-TERMINAL SHIPMENTS

Cargo of any type that moves from one Borough Port facility to another Borough Port facility. Inter-terminal shipments, other than those moved by common carrier, during the same tide, will be charged by one of the facilities only, for dockage, wharfage and handling charges. Equipment and/or labor charges as described in Item 090 and Item 110 will be determined by the operating time it takes to onload and/or offload the cargo at both facilities.

LCL (C)

Less than a container load. LCL will be charged from the individual rates listed in Item 270 and not at the container rate. Outbound LCL that is loaded by someone other than the authorized dock cargo handlers and not manifested, declared in writing and/or properly labeled before sailing will be charged at the full container rate. Overstow rates do not apply to LCL cargo.

MANIFEST

See Rule 130 for all manifest information

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MINIMUM CHARGE

All cargo will be charged by the rates listed in Item 270, with the minimum charge of \$10.00 Wharfage and \$ 15.00 Handling.

LCL shipments will be charged a minimum charge of \$ 10.00 Wharfage and \$ 15.00 Handling per voyage. Shippers with freight bills that combine both full containers and LCL cargo will be charged a minimum charge of \$ 10.00 Wharfage and \$ 15.00 Handling for the LCL.

MUNICIPAL TERMINAL

"The Municipal Terminal" is the Port of Bristol Bay docks, the Staging Areas and their associated facilities, such as access roads and adjacent storage areas necessary to conduct normal day to day Port operations.

NON-STACKABLE CARGO

Any cargo that cannot be safely stacked on top of a TEU or FEU container stack or that cannot have a TEU or FEU stacked on top of it.

OPERATING TIME AND OVERTIME

Operating time for the Port of Bristol Bay will be:

DATES TO & FROM	TERMINAL	WAREHOUSE
May 1 through July 31	Monday through Friday 24 hours a day	Daily 8:00 a.m. to 8:00 p.m. and after hours by arrangement
* April 1 through April 30 & August 1 through Port closure	Monday through Friday 8:00 am to 5:00 p.m.	Monday through Friday 8:00 am to 5:00 p.m.
All other time is defined as "Overtime".		

***Early Arrival Notification** Common Carriers will notify the Port in writing no later than March 15th of each year of the ETA of it's first barge arrival. Vessels arriving before April 15th of each year may be subject to early start-up cost.

OVER-LENGTH CARGO

Flats, platforms, post flats, etc. that are loaded with cargo extending over the rated length of flats, platforms, postflats, etc., will be charged an additional rate as named in Item 270. Also see definition for Top Stow and Non Stackable cargo. LCL cargo is included in over-length rules and rates.

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OVERSTOW

Over-stow is cargo placed on Port premises from a Common Carrier or it's agent, destined for discharge at another port.

OVERSTOW-LCL

LCL cargo that is in mixed containers and must be removed from original container and transloaded by Port warehouse employees into another container for beyond shipment.

POINT OF REST

Point of Rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading. Point(s) of rest will be designated by the Port.

SHIPS GEAR

Ship's gear, is defined as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations.

TERMINAL STORAGE

"Terminal Storage" is the storage of any cargo within the premises of the Port of Bristol Bay and it's facilities.

TERMINAL USE PERMITS

"Terminal Use Permits" are issued by the Bristol Bay Borough Assembly. This Permit authorizes other persons and their employees, unnamed in this Tariff or in authorized cargo handling contract(s) to operate and handle cargo at the Port of Bristol Bay.

TOP STOW

Any cargo lashed or stored on top of any container

TRANSLOADING

The service of transferring cargo between containers, flats, pallets, etc. inbound or outbound and is not included in the normal handling charges, will be charged extra fees as levied in Item 090 and Item 110 for equipment and labor.

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050 DEFINITIONS continued

WEIGHT

Units of

Cargo - Except as otherwise stated, rates apply per one hundred pounds (CWT), as manifested. Vessels - The certified Gross Tonnage of the Vessel on file with the USCG.

Estimated Weights & Weight Disputes

When the weight or a reasonable estimated weight cannot or is not provided for the Port, the Port will bill the cargo at an estimated weight. Adjustments for billing of estimated weights will not be considered unless the carrier provides a certified weigh ticket.

Tare Weight

The tare weight listed on the outside of the equipment. When equipment is combined as in tanks on flats, the tare weights for each piece of the equipment will be added together for the total tare weight. The Tare weight also includes the additional weight of any residual contents remaining in tanks.

VESSEL

Whenever in this Tariff, reference is made to a "vessel", the term shall mean any ship, scow or barge, either self-propelled or other than self-propelled.

WHARFAGE

"Wharfage" is the charge assessed against all cargo placed on a wharf or in a transit shed, or passing through, across, over or under a wharf, or transferred between vessels, or loading to or unloading from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage does not include handling, sorting, piling, storage, extra labor or equipment rental.

WHARF DEMURRAGE

"Wharf Demurrage" is the penalty charge assessed against cargo remaining on the wharf premises after the expiration of free time as defined above. Wharfage demurrage does not include the charges for dockage, wharfage, handling, sorting, piling, storage, disposal, labor or equipment.

WORKING STOW

Is defined as any cargo not destined for the Port of Bristol Bay that has to be removed from a vessel and placed on the dock temporarily while loading or discharging operations are being conducted.

060 DELAYS

Delays which may be occasioned in loading, unloading, receiving or delivering cargo as a result of commotion's, riots or strikes of any person in the employ of the Port of Bristol Bay or others, or arising from any other cause not reasonable within the control of the Port of Bristol Bay, will not excuse the owners, shippers, consignees or carriers of the cargo from full wharf demurrage or other terminal charges or expenses, which may be incurred under the conditions stated above.

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070 DOCKAGE - FEE FOR AND RULES - CARGO DOCK

The dockage fees shall be assessed on the vessels **GROSS REGISTERED TONNAGE** as follows unless otherwise specified.

Dockage Fee's		
FROM Gross Tons	TO Gross Tons	PER TON
0	40	\$ 50.00 flat rate
41	99	\$ 1.30
100	299	\$ 1.00
300	1000	\$.65
1001	2000	\$.47
2001	OVER	\$.36

Common Carriers

Dockage fees will be assessed per 24 hour period. Any amount of time over that 24 hour period - the carrier will be charged for another full 24 hour period.

Common carriers who are unable to complete discharge or loading on the first tide after arrival and elect to move away from the dock into the roadstead, then return to the dock the following tide to complete operations will be charged dockage as though there was no interruption of discharge or loading.

All Other Vessels

Dockage fees are assessed "per" docking, for up to a maximum of a 12 hour period when permitted.

Tug Boats

Tug boats handling barges will not be charged dockage for the tug boat. Dockage will be charged for the barge that it is handling. With prior authorization from the Port Administrator tug boats may dock at the facilities without a barge and will be charged the rates listed in the dockage chart, per gross tonnage of the vessel, per a 12 hour basis.

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070 DOCKAGE - FEE FOR AND RULES - FISHERMAN'S DOCK / FISHING VESSELS

FISHING VESSELS	Per Day	Per Season
32 feet and under and/or less than 16 Gross Tons	\$10.00 (1 &2)	\$125.00 (3)
33 feet up to 60 feet	\$20.00 (2 & 4)	N/A

- 1) Per 24 hour period. These same vessels will not be charged a dock fee if docked two hours or less.
- 2) Subject to space available.
- 3) A Season Pass must be purchased in advance. Vessels must pay daily charge until a Season Pass is purchased.
- 4) With prior authorization. (see Berthing Rules)

All operators, owners, representatives, etc. of vessels should read further information located in Item 030 - Berth Priority, Item 040 - Berthing Rules and Item 190-Safety and Item 230 - User, Responsibility of.

080 EFFECTIVE DATE OF TARIFF AND CHARGES

The rates, charges, rules and regulations published in this tariff become effective on the effective date noted herein.

090 EQUIPMENT RENTAL

The use of forklifts, cranes and/or other equipment, for use on dock premises and elsewhere will be permitted at the discretion of the Port Administrator or his/her designee. Equipment will be rented with an authorized operator **on or off Port** property approved by the Port Administrator.

Equipment rental cost above includes an operator unless otherwise specified. Equipment authorized by the Port to be rented without a Port operator will be rented at the above hourly rate less the operator rate in Item 110.

Crane rental (on site) will be rented with a minimum of one stevedore. Additional stevedores will be required as necessary for safe operations.

The following rates and regulations will apply for use of any Port equipment. **Minimum charge will be one half of an hour on any equipment.**

Any rental other than normal operating hours as described in Item 050 are subject to overtime charges, standby time and charges apply as per Item 200.

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090 EQUIPMENT RENTAL - continued

NAKNEK FACILITIES

EQUIPMENT	PER HOUR	PER DAY	PER WEEK
140 Ton Crane	\$ 420.00	\$ 3,360.00	\$ 16,800.00
27 Ton Crane	\$ 180.00	\$ 1,440.00	\$ 7,200.00
41 Ton Forklift	\$ 165.00	\$ 1,320.00	\$ 6,600.00
31 Ton Forklift	\$ 144.00	\$ 1,152.00	\$ 5,760.00
5000 lb. Forklift	\$ 66.00	\$ 528.00	\$ 2,640.00
7753 Bobcat (w/out operator)	\$ 75.00	\$ 600.00	\$ 3,000.00
Welder-Lincoln Sam 400 w/out operator)	\$ 20.00	\$ 120.00	\$ 500.00
Port 18' Skiff (w/out operator)	\$ 50.00	\$ 400.00	\$ 2000.00

SOUTH NAKNEK FACILITIES

EQUIPMENT	PER HOUR	PER DAY	PER WEEK
70 Ton Crane	\$ 270.00	\$ 2,160.00	\$ 10,800.00
26 Ton Forklift	\$ 132.00	\$ 1,056.00	\$ 5,280.00

Off-Site Equipment Rental

It is not the intention of the Port to compete with local businesses for equipment rental. Therefore before the Port will authorize rental of any equipment the rental customer must verify that the equipment is not available from a local source.

The Port reserves the right to re-verify information with local businesses and the right to refuse rental of any Port equipment to any person for any reason.

Any off-site equipment rental approved by the Port will start from the time the equipment leaves the terminal premises until the time it is returned to Terminal premises.

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100 INSURANCE

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

PROOF OF LIABILITY INSURANCE

All trucking companies, boat haulers, fuel trucks and Terminal Use Permit Holders who will be working on the dock or in the terminal will be required to have on file with the Port a certificate of liability insurance naming the Borough Port as a certificate holder before they are allowed to work anywhere in the terminal or on the docks.

110 LABOR - CHARGES

Manhour rates shall be charged as follows (in dollars per manhour), **Minimum charge will be one half of an hour on any labor, unless otherwise specified.**

TYPE OF LABOR	STRAIGHT TIME	OVER TIME
Stevedore & Small Forklift Operator	\$ 30.00	\$ 45.50
Large Forklift Operator	\$ 45.00	\$ 67.50
Small Crane Operator	\$ 45.00	\$ 67.50
Large Crane Operator	\$ 55.00	\$ 82.50
Port Attendant	\$ 30.00	\$ 45.00
Spill Response	\$ 50.00	\$ 75.00

120 LIABILITY - LIMITATION OF

- (A) No persons other than the holders of authorized Cargo Handling Contract(s) or "Terminal Use Permits" and their employees with proof of liability on file with the Port shall be permitted to perform any services on the wharves or premises of the Port of Bristol Bay. Under this specific authorization, neither the Port of Bristol Bay, its agents or holders of authorized "Terminal Use Permits" shall be liable for the injury of persons, or for any loss, damage, from any cause or theft occasioned on the docks, wharves or premises. This does not relieve the Port of Bristol Bay, its representatives or holders of Terminal Use Permits from liability from their own negligence.
- (B) "Terminal Use Permits" shall be issued by the Bristol Bay Borough Manager and the Port Administrator.

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120 LIABILITY - LIMITATION OF - continued

- (C) If unauthorized persons are found performing services on wharves or premises of the Port of Bristol Bay, they will be liable for the injury of any persons and held responsible for any loss, damage, or theft etc. and may be denied access and use of Port Facilities and services.
- (D) The Bristol Bay Borough and/or the Port of Bristol Bay assumes no responsibility for any vessels tying to any part of the dock facilities.

130 MANIFESTS

Owners, agents, operators or masters of vessels must furnish the Port Administrator with a complete copy of the vessel's manifest listing all cargo to be discharged or loaded at the terminal.

Inbound manifest must be furnished 48 hours prior to vessel's arrival.

Outbound manifests of cargo must be furnished 24 hours prior to the vessel's loading or unloading.

Lighterage vessels with inbound or outbound cargo, must furnish the Port Administrator with a cargo manifest with estimated weights prior to loading or off loading.

Manifest Specifications

All manifest will include specifications listed, but not limited to the following:

- 1) A list of all cargo, including company gear, empty containers or equipment, that is going to be loaded or unloaded at the facility.
- 2) Description of cargo, gross weight, quantities, shipper, consignee, destination port, originating port.
- 3) Carrier information shall include the Name of Carrier, Vessel name(s) and arrival date.

Revised Manifest

Revisions to the manifest shall be turned into the Port Administrator no later than 24 hours after the loading and unloading is completed.

Failure to comply with the manifest rule may result in refusal of loading and/or discharge of cargo, and possible loss of future berthing priorities. Billing disputes that arise from lack of manifest and/or information may result in irreversible charges, under the discretion of the Port Administrator.

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145 OPEN CONTAINER - ALCOHOL

Open containers and/or consumption of alcohol will not be permitted on any part of the Ports premises. Persons found in violation of this rule will be asked to leave the Port premises immediately and may be prosecuted under federal, state and local regulations and may be denied future access and use of the Port and facilities.

150 PAYMENT

All charges named in this Tariff will be assessed against cargo, and when not absorbed by the ocean and/or connecting carrier are due from the owner/shipper or consignee of the cargo. Charges for which the vessel, its owners, or agents have been appraised, will be collected from and payment of the same must be guaranteed by the vessel, its owners or agents of the vessels. Owners and agents of vessels, if and when permitted to make their own deliveries of cargo for the wharf, will be held responsible for payment of any charges against cargo delivered by them and accruing to the terminal.

160 RESPONSIBILITY FOR PAYMENT, COLLECTION & GUARANTEE OF CHARGES

(A) RESPONSIBILITY OF CHARGES, PREPAYMENT

Vessels, their owners, agents, masters, shippers and consignees of goods, docking at or using the facilities by this Tariff thereby agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this Tariff.

Rates, Rules and Regulations of this Tariff, and liability for charges, apply without regard to the provisions of any bills of lading, charter party agreements, contracts or any other conflicting provisions.

All charges for services rendered by the Port of Bristol Bay or for the use of terminal facilities and equipment are due and payable in cash in advance, in U.S. currency of such services or use, as follows:

- (1) For all charges to the vessel from its owners or agents before a vessel commences its loading or discharging.
- (2) For all charges to the cargo, from a vessel owner, shipper or consignee, before the cargo leaves the custody of the terminal.
- (3) For all charges on perishable goods or cargo of doubtful value or household goods.
- (4) Bristol Bay Borough will not extend credit and will not accept credit extended by shipper.

(B) TIME OF PREPAYMENT, ACCEPTABLE SECURITY, REFUND OF EXCESS

Terms of payment for all applicable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% deposit of the estimated applicable charges 14 days prior to the vessel's scheduled arrival, or at such other

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160 RESPONSIBILITY FOR PAYMENT, COLLECTION & GUARANTEE OF CHARGES continued

(B) TIME OF PREPAYMENT, ACCEPTABLE SECURITY, REFUND OF EXCESS continued

time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. Wherever a cash deposit has been posted, any access thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the posting party.

(C) WAIVER OF PREPAYMENT REQUIREMENT

The Port, in its sole discretion, may waive the cash in advance requirement as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port and:

- (1) That party responsible has established credit worthiness acceptable to the Port; or
- (2) Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
- (3) The agent requesting the services or another entity acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.

The Port retains the right in its sole discretion to determine whether a responsible party or an agent in credit worthy.

(D) COMPLIANCE WITH CONDITION OF BERTH RESERVATION

Use of Port facilities and services shall comply with the Berthing Rules (Item 040) and all other rules and regulations outlined within this Tariff.

(E) DELINQUENT ACCOUNTS, PENALTIES, DAMAGE AND MISCELLANEOUS CHARGES

All invoices will be declared delinquent thirty days after the date of the invoice and, as such, will be charged a penalty charge of 1.5% for each month or portion thereof that the account remains delinquent. Minimum charge shall be \$25.00. All extra expense, including legal expense, litigation cost, or cost of agents employed to effect collection shall also be assessed to, and payable by such accounts.

The Port reserves the right to place delinquent accounts on the "cash in advance/security deposit" status at any time and/or will deny ALL SERVICES provided by the Port and Terminal facilities until the account is paid in full.

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165 CLAIMS - DAMAGES and SHORTAGES

The Port of Bristol Bay is responsible only for cargo that its duly authorized representative has inspected and/or checked - noting all exceptions to the good order of said cargo.

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

Damaged freight will NOT be accepted at the Terminal unless accompanied by a completed claim form from the shipper or it's agent.

Claims for visual damages and/or shortages must be noted on the original freight bill before the consignee leaves the terminal. Actual claims must be filed at the Port, in writing within ten three (3) days of delivery of said freight.

Notice of concealed damages must be made within twenty-four (24) hours and a actual claim filed at the Port within ten (3) days.

170 RIGHT RESERVED BY THE PORT OF BRISTOL BAY

(A) Right is reserved by the Port of Bristol Bay to furnish all equipment, supplies and material to perform all services in connection with the operation of terminals under rates and conditions named therein.

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

180 RIGHT TO REFUSE, REMOVE, TRANSFER, STORE, WAREHOUSE, WITHHOLD and SELL CARGO

(A) RIGHT TO REFUSE CARGO

Right is reserved by the Port Administrator to refuse to accept, receive, unload or permit any **vessel, vehicle or person** to discharge cargo at terminal or appurtenant premises.

- (1)** Cargo for which previous arrangements for space, receiving, unloading or handling have not been made by the shipper, consignee or the carrier.
- (2)** Cargo that does not have a known destination and estimated departure date.
- (3)** Cargo deemed extra offensive, perishable or hazardous.
- (4)** Cargo, the value of which may be determined at less than the probable terminal charges.

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180 RIGHT TO REFUSE, REMOVE, TRANSFER, STORE, WAREHOUSE, WITHHOLD and SELL CARGO - continued

(A) RIGHT TO REFUSE CARGO - continued

(5) Cargo not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such cargo, however, may be re-packed or reconditioned at the discretion of the Port Administrator and all expense, loss or damage incident thereto shall be for the account of the cargo.

(6) Containers or platforms (or other equipment) with a total gross weight of 50,000 lb. or more. This includes the cargo weight plus the container or equipment empty tare weight.

(7) Cargo that does not comply with all Federal and State Regulations and paperwork requirements for shipment.

(8) Flats, containers, gensets or any type of cargo that is not self propelled, without useable fork pockets or top pockets provided to safely handle it with forklifts.

(B) RIGHT IS RESERVED BY THE PORT OF BRISTOL BAY, UNDER THE DISCRETION OF THE PORT ADMINISTRATOR TO REMOVE, TRANSFER, STORE OR WAREHOUSE CARGO:

(1) Hazardous or offensive cargo, which, by its nature is liable to damage other cargo, will be immediately removed to other locations or receptacles with all expense and risk for loss or damage for the account of the owner, shipper, agent or consignee.

(2) Cargo, which, in the judgment of the Port Administrator, may hamper normal operations of the wharf or terminal.

Cargo remaining after expiration of free time and cargo shut out at clearance of vessel will be piled or re-piled to make space, transferred to other locations or receptacles, stored on Port property or removed to public or private warehouse with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or agent or carrier as responsibility will appear.

(C) RIGHT TO WITHHOLD DELIVERY OF CARGO

Right is reserved by the Port of Bristol Bay to withhold delivery of cargo until all accrued terminal charges and/or advance against said cargo have been paid in full. At the Port Administrator's discretion, any and all of such cargo will be placed in public or private warehouse with all costs or removal of subsequent handling and storage for the account of the owner of the cargo.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Cargo on which unpaid terminal charges have accrued will be sold to satisfy such charges and cost. Cargo of perishable nature or of a nature liable to damage other cargo will be sold at public auction or private sale without advertising, providing the owner has been given proper notice to pay charges and to remove said cargo and has neglected or failed to do so within a 30 day period.

(E) EXPLOSIVES

The acceptance, handling or storage of explosives or excessively inflammable material shall be subject to special arrangement with the Port Administrator and governed by the rules and regulations of U.S. Federal Regulations, Alaska State Statutes and United States Coast Guard Rules and Regulations regarding explosives, flammable or hazardous materials.

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180 RIGHT TO REFUSE, REMOVE, TRANSFER, STORE, WAREHOUSE, WITHHOLD and SELL CARGO - continued

(F) COLLECT CARGO CHARGES, C.O.D. AND SIGHT DRAFTS

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

185 SHIPPING SCHEDULES

Common carriers who load containers from the Port of Bristol Bay destined for other Ports to meet other shipping schedules (i.e. for export) will provide the Port Administrator with the schedules of shipping days and/or dates by those Shippers at the beginning of the shipping season. All changes to shipping schedules will be reported to the Port Administrator as soon as possible.

190 SAFETY - GENERAL

FIREARMS & FIREWORKS

Firearms and/or fireworks will not be discharged from any part of the Port premises at any time. Persons found discharging such may be prosecuted under all local, state and federal laws that may apply and may be denied all future use and access of the Port and its services.

OPEN FLAME PROHIBITED

No open flame(s) will be allowed in any part of the Port Terminal and facilities without being approved by the Port Administrator before work begins. Any person(s) approved to work with open flames is required to follow all federal, state, local and maritime regulations and laws.

FIRE EXTINGUISHER'S

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

VEHICLES, TRAFFIC & DRIVING ON THE DOCK

All vehicle should obey the speed limit (5 mph), traffic and warning signs through out the Terminal.

Driving or parking on the cargo dock is **NOT** permitted without **PRIOR** authorization by the Port Administrator or his/her designee.

Do not pass Heavy Equipment operating in the terminal.

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190 SAFETY – GENERAL - continued

SPILLS OR LEAKS

Flammable liquids leaked or spilled anywhere in the terminal and/or water and beach surrounding, shall be cleaned up immediately. All spills of any size will be reported to the Port Administrator immediately. If a user damages or does not properly clean property the Port shall order the work performed and the user will be billed for all applicable cost to replace spill supplies, repair and/or clean property plus an administrative charge of 15% of the total bill. Failure to report and clean up any spills immediately may result in a \$200.00 fine per spill and possible suspension of dock privileges at the discretion of the Port Administrator.

SMOKING PROHIBITED

No smoking shall be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Administrator, from further use of any wharf, and, in addition, shall be subject to prosecution under applicable Municipal, State or Federal Laws.

FUELING VESSELS, TANKS & EQUIPMENT

Fueling of Vessels, and equipment or tanks is prohibited at dockside and in the terminal of the Port without prior verbal authorization from the Port Administrator or Port Attendant. Only for fuel delivery operators who are approved by the federal, state and local regulations and laws for fueling will be permitted to handle fuel at the Port. Common Carriers who are authorized by the Port to fuel their company equipment in the Terminal facility will do so only under the supervision of a certified fuel tankerman for the entire operation.

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

Also see Rule 300 – Fuel Transfer Rules and Rates

VESSEL & CREW INFORMATION

Any Vessel or Boat improperly docked will be charged a fee of \$200.00 at the discretion of the Port Administrator.

All vessels using the Cargo Terminal Dock will be required to keep aboard a crew of sufficient size to move the vessel at the request of the Port Administrator or his/her designee.

All vessels who have lines tied or attached to any part of the Port facilities will conduct regular checks and make adjustments according to the tides. The Port of Bristol Bay will in no way assume responsibility or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.

Also see Items 040- Berthing Rule 040 –Berthing and Rule 230 - User Responsibility of.

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190 SAFETY – GENERAL - continued

VESSEL REPAIRS

In the Terminal

Are not permitted while the vessel is in the Terminal area awaiting launching or shipment. Any exceptions will be approved by the Port Administrator only, prior to any work begins.

Waterside

Repairs requiring an open flame are not permitted unless prior authorization has been approved by the Port Administrator.

190 SAFETY - CARGO (C)

(1) CONTAINER CONES AND STORAGE OF, STACKING LEVELS

Containers will not be stacked without Port approved stacking cones anywhere on Port property.

The Carrier will provide sufficient amount of cones deemed necessary by the Port for safe stacking of each container.

In the event that a carrier does not provided sufficient cones the Port Administrator reserves the right to stop and/or refuse containers until the cones are provided. If the Port grants the carrier approval for the temporary storage on containers that do not have cones the carrier must provide cones to the Port. The carrier will be charged the actual equipment and manhours it takes to re-handle the containers.

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

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

Stacking levels will be determined by order of safety and at the discretion of the Port Administrator.

(2) CONTAINER MARKINGS, LABELS, PLACARDS (C)

Container markings (of any type) will solely be the responsibility of the carrier and not with the Port of Bristol Bay, Terminal Permit holders, or any element of the Bristol Bay Borough.

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

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

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200 STANDBY TIME

Except as otherwise provided, when the Port of Bristol Bay is required to order labor and/or equipment for service and through no fault of the Port of Bristol Bay, the work or service is not commenced, causing stand by time to accrue, or when work or service after commencement is delayed through no fault of the Port of Bristol Bay, for periods of fifteen (15) consecutive minutes or more, the applicable man-hour rates provided in Item 110, cost of man-hours and equipment time, will be assessed. Less than fifteen (15) minutes will be considered no delay, but time of fifteen (15) minutes or more will be considered delay time and charges computed from cessation of work until resumption of work will be assessed in units of fifteen (15) minutes, except that no charge will be assessed for the final fifteen (15) minutes, if work commences with the first seven (7) minutes of such period.

210 TERMINAL STORAGE

After expiration of free time as described in Item 050, terminal storage for cargo, full and empty containers, subject to space availability, will be charged as follows:

TERMINAL STORAGE CHARGES			
Description	Charge	Per	Per
LCL-in Warehouse	.28	CWT	Day
LCL-Outside	.56	CWT	Day
Vessels >20'	75.00	Each	Day
Autos/Vehicles	10.00	Each	Day
Heavy Equipment Modulares, etc.	10.00	Each	Day
All other cargo, NOS	2.00	Each	Day
Full Containers	2.00	Each	Day
Empty Containers-20' (TEU)	2.00	Each	Day
Empty Containers-40' (FEU)	4.00	Each	Day
Non-Stackable Cargo	10.00	Each	Day
By Lots - 40' X 60' in increments thereof	360.00	Per Lot	Month

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

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230 USERS OF DOCK - RESPONSIBILITY OF

Users of Port of Bristol Bay property will be required to maintain the port in the same and orderly manner as directed by the Port Administrator. If user does not properly clean property used, the Port Administrator will order the work performed, and user will be billed at cost plus fifteen (15%) percent for administrative costs.

Users damaging Port of Bristol Bay property, will be responsible for cost of repairs. Users will be billed for repairs to damaged property at cost plus a reasonable fee, not to exceed fifteen (15%) percent of such costs for administration of such repair work.

240 VESSEL LIFTING AND LAUNCHING RATES and RULES

Vessels lifted out of the water or launched into the water, lifted to or from trailers/tractor shall be charged the following charge per lift:

Vessel Lifting & Launching Rates		
FROM	TO	\$ PER FOOT
0'	20'	\$ 2.40
21'	24'	\$ 5.00
25'	32'	\$ 7.50
33'	and over	\$ 10.00

If vessels require **special lifting, gear, handling** and such, charges will be set by the Port Administrator at the time the service is performed.

Inbound Boat Cradles

will be removed within the prescribed Free Time per Item 050 or be removed at the owner, agent or shippers expense.

Outbound Boat Cradles

will be provided by the Vessels owner, agent or shipper, within a time period specified by the Port Administrator or his/her designee, **prior** to the time of the loading of that vessel onto the flat, other shipping apparatus or to another vessel.

Cradle Failure

and the damage to any vessel or property and all cost associated with re-loading that vessel to the flat or shipping apparatuses the sole responsibility of the owner, agent or shipper and not with the Port.

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245 WHARF DEMURRAGE CHARGES

After expiration of free time as described in Item 050, wharf demurrage for cargo will be charged as follows in addition to other charges named herein:

WHARF DEMURRAGE CHARGES			
Description	Charge	Per	Per
LCL-in Warehouse	.28	CWT	Day
LCL-Outside	.56	CWT	Day
Vessels >20'	75.00	Each	Day
Autos/Vehicles	10.00	Each	Day
Heavy Equipment Modulares, etc.	10.00	Each	Day
All other cargo, NOS	2.00	Each	Day
Full Containers	2.00	Each	Day
Empty Containers-20' (TEU)	2.00	Each	Day
Empty Containers-40' (FEU)	4.00	Each	Day
Non-Stackable Cargo	10.00	Each	Day
By Lots - 40' X 60' in increments thereof	360.00	Per Lot	Month

250 WHARFAGE CHARGES - APPLICATION OF

Wharfage rates named in this Tariff will be charged for all merchandise received over the Port of Bristol Bay and will be in addition to all other charges made under provisions of the Tariff, EXCEPT:

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations.

One-half (1/2) wharfage named herein will be charged on merchandise discharged or loaded overside of vessel directly to or from another vessel or to the water, when vessel or vessels are berthed at the wharf, when the majority of the cargo is being transferred between vessels and not loaded or discharged to or from the Port of Bristol Bay. The manifest rule applies to all overside cargo.

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260 COMMODITY DESCRIPTIONS

GROCERIES AND OTHER ARTICLES, NOT COLD PACK, FROZEN OR REQUIRING REFRIGERATION, VIZ.

Ammonia	Milk, canned, powdered, flaked or sterilized in hermetically sealed containers
Bags, cellulose film, paper, plain, waxed, plastic or foil	Mincemeat
Bleaching, in pkgs, boxes	Mixes, breadings, candy, frosting, fudge or stuffing, dry, flour based biscuit, bread, cake, cookie, pancake, pie crust, pizza, muffin, pastry or roll
Barley, pearled	w/wo cheese, fruit, sauce, shortening, vegetable or dry yeast
Beans, dried	Molasses
Bluing, laundry	Mushrooms, canned or dried
Breads, canned	Mustard, prepared w/wo horseradish
Bulgur, (wheat pilaf)	Napkins, paper
Butter (canned)	Noodles, w/wo cheese, meat sauce or vegetables.
Candles	Nutmeats, plain salted, sweetened, edible
Cereals, cracked, ground, granulated, boiled or rolled cereals, partially prepared for human consumption, but requiring cooking.	Nuts, edible, NOS
Compounds, Cleaning, Emulsifying, Flavoring, Floor Sweepings, Food Curing, Polishing, Preserving, Scouring	Oats, rolled
Cream, canned, powdered, flaked or sterilized in hermetically sealed containers.	Oils, cooking, olive or salad
Chili Con Carne, canned w/wo beans	Oleomargarine
Chocolate Base mixtures	Olives, including stuffed, canned
Coconut, prepared	Paste, tomato
Coffee, green or roasted	Peas, dried
Coffee, extract of (condensed or instant), dry or liquid	Peanut butter or Peanut spread
Colors, confection or foodstuff	Pectin, fruit or vegetable
Cheese, cheese dips or spreads, cheese food w/wo other food ingredients.	Pickles
Deserts and Desert preparations	Pimentos, canned
Detergents, cleaning and washing	Popcorn, not popped
Dressing, salad	Powder, baking
Drops, cough or breath fresheners	Pork and Beans, canned
Eggs, dried or desiccated	Poultry, canned w/wo seasoning or other food ingredients
Extracts, flavoring or seasoning	Preparations, dry or liquid, NOS
Fat, anhydrous or dry milk	Preserves, Puddings
Fillings, pie	Ravioli, canned
Fish, including shellfish, fish balls, canned, dried or preserved	Relishes, pickle or food
Flour, grain or soybean	Rice or Rice Dinners
Food, milk, dry or liquid, flavored or not flavored	Sago
Food, pet including bird seed, cuttlebone, gravel and treats	Soda
Foods, baby, canned	Salad, canned
Foods, cereal, NOS	Salt, table, popcorn or flavored
Fruit canned w/wo other food ingredients	Sauces
Fruit juices, drinks consisting of natural fruit juices, concentrate w/wo added, sweeteners, flavoring or coloring, non carbonated gelatins	Sauerkraut, juice or brine
Germ, wheat	Seeds, flavoring
Goods, bakery, NOS	Seasoning, NOS
Gravy, canned	Shortening
Gum, chewing	Soap
Hash, canned	Solvent, Drain pipe
Hominy or hominy grits	Sorghum, canned
Honey or Honey Butter	Soups or Soup mixes, bouillon cubes
Horseradish, in bottles, jars, cans,	Spaghetti, w/wo cheese, meat, sauce, vegetables.
Jams, Jellies	Spices, including bay leaves, seasoning powders, herbs, and flavoring ingredients
Juices, berry, clam, fruit or other	Spreads, fish, meat or meat base, poultry, sandwich other than cheese
Lard or lard substitutes	Starch
Lasagna, canned	Sugar
Lentils, dried	Sweetening, NOS
Lime, chloride of	Syrup, table or malt
Lye, household	Tallow, edible
Macaroni, noodles, spaghetti or vermicelli, w/wo cheese, meat, sauce or vegetables	Tapioca
Marmalades	Tartar, cream of
Marshmallows	Tea, instant
Mayonnaise	Tissue, facial cleansing or toilet
Meal, corn or oat	Toppings, flavoring or syrup
Meats, canned w/wo seasoning or food ingredients.	Towels, paper
	Vegetables, canned, preserved or dried w/wo meats, seagoing or other food ingredients. Vinegar, Washing soap
	Water, plain, canned (not carbonated or flavored). Wax, floor, car or furniture.
	Wrapping, paper, plain or waxed, cellulose film, plastic or foil, Yeast

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270 - WHARFAGE and HANDLING RATES (G+)

LCL, Loose Stow, Break-Bulk cargo, except as otherwise noted.

In cents per 100 pounds (CWT)

DESCRIPTION	WHARFAGE	HANDLING
Appliances, Furniture, <i>set-up or not</i>	.43	.72
Autos, Pick-Ups, Commercial F/V, Small Trailers (G+) <i>Full TEU container rate per vehicle, vessel, trailer, etc. -EACH</i> <i>Note 1: Excludes House Trailers, Modulares</i> <i>Note 2: Overstow items revert to full container rate</i>	\$85.00	\$62.50
Beer, Ale, Stout, Wine, Brandy, Liquor (Alcohol Content Beverages)	.43	1.25
Boat kits, Canoes, Skiffs, Planes, Tanks (MT)	1.14	2.12
Cement, Drilling Mud, Fertilizer, Commodities as described in Item 260, Lumber - Viz: Plywood, Sheetrock, Glue Lams, NOS	.26	.48
Empty Containers/Vans & Company Gear	.12	.10
Empty Containers/Vans, Shipper owned	10.00	15.00
Explosives & HazMat (<i>by special arrangement</i>)	3.00	3.00
Fish, Seafood – ROE	4.00	3.20
Fish, Seafood - RAW – Pumped	1.56	2.70
Fish, Seafood - RAW - In Totes or Brailers <i>From Independent & Port Approved Commercial Operators</i>	1.00	1.00
Freight NOS, Gravel or Sand - Bagged (or similarly contained)	.37	.62
Glass	.86	1.25
Gravel - Loose, Bulk - Per cubic yard	1.20	N/A
Heavy Equipment - Lifted	.43	.65
- Ramped	.22	.31
Insulation - Bundled	.74	1.42
- Rolled	1.70	3.08
Minimum Charge EACH	\$ 10.00	\$ 15.00
Pipe, Steel Casing, Construction Steel, Lumber Viz: Poles & Piling, Petroleum or Petroleum Products in Packages	.26	.66
Trailers, Modulares, Mobile Homes - Non Rolling	1.75	3.77
- Rolling	1.00	1.95

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270 CONTAINERIZED CARGO RATES & RULES

Applies only to containers or shipping platforms moving intact across the port facility.

Rates are in dollars per container.

FULL CONTAINERS -INCOMING AND/OR OUTBOUND FROM NAKNEK, KING SALMON

DESCRIPTION	WHARFAGE	HANDLING
20' Van, Flat, Bundles with 5" Dunnage	\$ 85.00	\$ 62.50
35'- 40' Van, Flat, Bdle With Forklift Pockets	\$ 100.00	\$ 75.00
35'- 40' Van, Flat, Bdle without Forklift Pockets	\$ 130.00	\$ 100.00

FULL CONTAINERS-OVERSTOW CHARGED PER COMBINED OFFLOAD & ONLOAD

DESCRIPTION	WHARFAGE	HANDLING
20' Van, Flat, Bundles with 5" Dunnage	\$ 62.50	\$ 62.50
35'- 40' Van, Flat, Bdle With Forklift Pockets	\$ 75.00	\$ 75.00
35'- 40' Van, Flat, Bdle without Forklift Pockets	\$ 100.00	\$ 100.00

MICELLANEOUS Rates

<u>MICELLANEOUS RATES</u>	<u>Additional Fees</u>
Overlength Cargo - Flats, platforms, etc., additional over length charge per foot or increments thereof as described in Item 50-Definitions"Overlength"	\$ 4.00
<u>Non-Stackable Cargo</u> as described in Item 50-Definitions	<u>25.00</u>

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HANDLING METHODS

Carriers should make every effort to utilize the Pass/Pass container handling system for all container operations.

In the event the Port Administrator determines that the Pass/Pass system could have been used but was not due to Carrier preference and the Port is required to provide additional laborers the Carrier will be charged per the rates listed in Rule 110.

MIXED PORT CONTAINERS

Mixed port containers that Port employees must unload and reload for the Destination Port will be charged for all additional labor per rates in Rule 110 for sorting, recording and reloading containers, in addition the Wharfage and Handling rates in Rule 270

PAPERWORK

Any container arriving at the Port by any means without proper paperwork will be refused by the Port until required paperwork is provided.

MISCELLANEOUS

Containers moved out of storage areas alongside of the vessel and backloaded will be charged for on time and material basis for re-handling in addition to other charges specified herein.

Rates do not include emptying contents onto the dock or extra handling. Van security and contents are the responsibility of carrier or consignee while stored on Port property.

280 WATER CHARGES AT DOCK

WATER RATES	
1 - 1000 Gallons	\$ 50.00
Additional 1000 Gallons or Increments Thereof	\$ 10 .00

Should Dock personnel be required to connect, disconnect, roll or put away hoses there will be a minimum charge of 1 hour of attendants time at rates posted in Item 110.

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290 ICE CHARGES AT DOCK

ICE RATES	
PER ½ TON (minimum purchase)	\$ 32.50
PER TON	\$ 65.00

Charges include filling customer owned containers and either loading them onto vehicles or placing at the first point of rest where the ice will be handled by the customer. Ice charges do not include crane and/or any other equipment and extra labor time and charges.

300 FUEL TRANSFER CHARGES / RULES

There will be assessed a six cent charge (**0.0600**) **PER GALLON** of fuel transferred from vessel to tanker, tanker to vessel, vessel to vessel, vessel to pipeline and/or pipeline to vessel. This will be along with dockage charges.

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

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

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

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

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310 PASSENGER & LUGGAGE RATES

Vessels docking at the Port and/or to a another vessel docked at the Port, for the sole purpose of unloading passengers and their luggage will not be charged a dockage fee if they are completed and move away from the dock within a 15 minute time period. If vessels take longer than the allotted time period the normal dockage rate will be assessed.

Passengers may cross the dock for no charge as long as they do not disrupt operations. If offloading passengers does cause a disruption of operations the vessel will be charged the amount of "stand by time" for man and equipment time it takes to complete the discharge.

When Port equipment is used to unload luggage, the equipment rates listed in Item 090 will apply.

400 SPECIAL CHARGES

Description	Charges
Shrink Wrapping - per average pallet	\$ 12.50
Banding - per average pallet	\$ 15.50
Shrink Wrap and banding material will be charged at the current purchase price including freight and a 15% administrative cost.	
Other than average pallets and/or cargo will be charged for labor time and material used basis.	

500 FISH GRINDER

The Fish Grinder is provided Free of charge to the Public, except for repair charges outlined in the User Policies & Procedures. All users will comply with all **User Policies & Procedures**. A copy of these procedures can be obtained from the Port Administrator.

520 BOAT RAMP

The Boat Ramp is provided Free of charge to the Public. All users will comply with all **User Policies & Procedures**. A copy of these procedures can be obtained from the Port Administrator.

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540 PARKING

Parking is limited throughout the terminal and will be permitted in the areas listed below. Vehicles parked in an unauthorized area will be moved if keys are found. If vehicle cannot be driven away it will be towed immediately at the owners expense.

Lower Lot - Fisherman's Dock

Is permitted by PERMIT ONLY. Season Pass holders are issued permits when they pay the seasons dockage fee. Temporary permits are available from the Port Office. All other permits must be approved by the Port Administrator for parking in the lower lot.

Upper Lot

Between fence and highway- at the top the dock road is public parking for Port users including boat ramp users.

Short Term Parking

for loading and unloading cargo and/or supplies is permitted in the fisherman's parking lot, in front of the LCL warehouse and public restroom.

Temporary five (5) minute parking is permitted behind the Port Administrators office when conducting business in the office. No parking anywhere else around the office is permitted, even temporarily.

COMMERCIAL VEHICLES

Are permitted temporary parking for loading or unloading of cargo only. Tractors, trucks, chassis, or any other equipment will not be parked anywhere in the terminal at any other time.

550 – Truck Loading & Unloading Information (I)

The Port Administrator will establish each season regular daily trucking hours. Hours will be extended based on the demand by cargo customers at the discrimination of the Port Administrator.

If Port Operations become too busy truck loading and unloading may be temporarily closed down. The Port Administrator will contact each cargo customer and the trucking companies with the estimated time that the truck operations will be suspended.

For more information please contact the Port Administrator – Thank You.