


**SUBJECT:** AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ADOPTING THE PORT MACKENZIE TERMINAL TARIFF NO. 3, RESCINDING ALL PREVIOUS TARIFFS, RULES, REGULATIONS AND RATES HERETOFORE ADOPTED.






**AGENDA OF:** April 5, 2022

**ASSEMBLY ACTION:**

Adopted without objection 4-19-22  


**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:** UMB

| Route To: | Department/Individual     | Initials   | Remarks   |
|-----------|---------------------------|--|---|
|           | Originator: Therese Dolan |    | 3/22/22   |
|           | Finance Director          |    |   |
|           | Borough Attorney          |   |   |
|           | Borough Clerk             |  |  |

**ATTACHMENT (S):** Fiscal Note: YES  NO  X  
 Ordinance Serial No. 22-22-042(1 pp)  
 Attachments (94 pp)

**SUMMARY STATEMENT:**

The use of Port MacKenzie port facilities is governed by a published tariff. The tariff is an implied contract which is designed to include all terms, conditions, and rates for use of a specific facility or various facilities under control of a single port management authority.

A periodic review of the tariff is recommended to ensure compliance with Federal Maritime Commission (FMC) guidelines and regulations as well as current operating conditions and services available at the Port. The Port tariff was last updated on March 6, 2018.

The Port MacKenzie Tariff recently underwent a formal review in consultation with The International Association of Maritime and Port Executives (IAMPE) and was reformatted with only minor changes to content. The most significant being the addition of rates for

use of the scales obtained from NPI, a five year schedule of dockage and wharfage rates and a Rules and Regulations appendix.

The draft tariff was reviewed by the Port Commission on January 31, 2022 and recommended for approval in Port Commission Resolution 22-01.

Minor edits were made by the MSB legal department but were not substantive in nature.

Adoption of this ordinance will rescind all previous Tariffs, Rules and Rates written, printed or oral, heretofore adopted.

Below is a brief explanation of tariffs, their purpose and use.

The tariff system was designed to eliminate complex and diversified contracts. Tariffs which are properly prepared and published pursuant to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, are enforceable by an appropriate court as an implied contract.

Shippers or other Port customers will be bound by the provisions of the tariff, including rates, rules, and regulations without the necessity for any separate contract, written or oral, and regardless of the port customer's actual knowledge of the tariff provisions.

Tariffs cover a broad spectrum of issues for marine facilities. As marine operations become more complex, and business activities diversify, staff must have flexibility to address operational concerns and situational changes. Tariffs contain information including, but not limited to:

- Scope and Applicability
- Facility Owner's Rights
- Insurance Requirements
- Control of the Facility, Vessels and Cargo
- Prohibited Cargos
- Protection for the Terminal Operator
- Payment of Charges
- Loss or Damage of the Facility
- Rates and Fees
- Rules and Regulations

Port terminal rules and regulations promote safety, enhance security and address various operational needs of the terminal and are applicable to staff, vessel crews, contractors and other persons using the terminal. These rules and regulations are established under the authority of the tariff and provisions and changes are managed by port staff.

Tariffs apply equally to all vessels and cargo handled at the terminal and do not allow for preferential treatment. However, they can include incentive rates and provisions for agreements outside of the tariff. Under U.S. Federal Maritime Commission rulings, such agreements must be available to all parties using the port or terminal.

The tariff is designed to provide an optimal amount of protection for the port/terminal operator. A key advantage is that the tariff may be updated easily without having to reopen individual contracts and can be modified regularly as conditions or circumstances dictate. Tariffs also allow for the adjustment of rates charged for terminal services as the market or revenue requirements of the terminal operator change. In addition to terms and conditions, the tariff contains all of the rate structures that apply to the vessel and cargo.

Typically, the development of rates is a two-step process. First it involves the determination of actual operating cost vs. potential revenue and a second step which adjusts the rates based on market comparisons. The primary component is determined by the terminals actual operating and capital cost applied to the potential revenue for an average year and then projected forward. While components vary for each terminal, the basic framework is as follows:

- a. DOCKAGE - a fee which is applied to the vessel for use of a pier, wharf or berth at a facility and is paid by the operator of the ship. The fee is intended to cover the cost of maintenance and capital improvements to the portion of the terminal where the ship is moored. Marine terminals use a length overall (LOA) measurement, gross (GT) or net tonnage (NT) method to determine the total cost which is applied on a 24 hour basis or portion of that period. The LOA standard is easier to calculate and is considered by many to be more realistic in compensating a terminal for maintenance requirements due to the dynamic force of a ship operating against a pier. Port MacKenzie uses LOA to determine dockage.
- b. WHARFAGE - a fee which is applied to the cargo and is paid by the cargo owner or shipper. Fees are applied to units, barrels, or weight generally in tons handled to and from a vessel. Unit fees are generally applied to cargo contained in intermodal containers, for equipment or automobiles. Tonnage rates are applied to dry bulk cargoes such as coal, aggregate, wood chips, or agricultural products. Per barrel rates are generally applied to liquid bulk cargoes.

- c. DEMURRAGE - Demurrage is a fee based on per units or per ton that is applied to cargo that exceeds a specific number of allotted free days for storage at the terminal. Demurrage fees are utilized by terminal operators to reduce terminal congestion and prevent a customer from "warehousing" on the dock. Rates are based on a per unit or weight of measure basis exceeding a specific number of days retained or stored on site
  
- d. MISCELLANEOUS FEES - Miscellaneous fees cover any unique terminal requirements or services that may be required for vessels or cargo handling. These can include use of over the road trucking fees (also called gate fees), fees for cargo handling equipment, fenders, gangways, ground vehicles, vendor services, utilities, water, sewage or any other service that is provided. Some ports include pilot fees and harbor fees in their tariffs or in similar separate documents depending on the level of control the port has over these charges. Not all terminals offer the same services and include them in the tariff.

**RECOMMENDATION OF ADMINISTRATION:** The Borough Manager recommends adopting Port MacKenzie Tariff No. 3 for publication.





# TERMINAL TARIFF / SCHEDULE NO. 3

## MATANUSKA-SUSITNA BOROUGH PORT MACKENZIE MARINE TERMINAL

In Accordance with the Rules for Marine Terminal Operators in  
conformance with the Federal Maritime Commission

### NAMING RATES, RULES, AND REGULATIONS FOR MARINE TERMINAL SERVICES APPLYING AT THE PORT MACKENZIE MARINE TERMINAL

**Note: All previous Tariffs, Rules, Regulations and Rates  
written, printed or oral,  
Heretofore adopted, are hereby rescinded.  
(Cancels Port MacKenzie Terminal Tariff No. 2)**

Located At  
Latitude 61.27 N, Longitude 149.92 W



**EFFECTIVE \_\_\_\_\_, 2022**

# **REVISIONS**

| <b>Document</b>   | <b>Date</b> | <b>Section/Page</b> | <b>Revised By</b> | <b>Change</b>         |
|-------------------|-------------|---------------------|-------------------|-----------------------|
| Original Document | _____, 2022 | All                 | ORD 22-XXX        | Repealed all previous |
| Revision 1:       |             |                     |                   |                       |
| Revision 2:       |             |                     |                   |                       |
| Revision 3:       |             |                     |                   |                       |
| Revision 4:       |             |                     |                   |                       |
| Revision 5:       |             |                     |                   |                       |
| Revision 6:       |             |                     |                   |                       |
| Revision 7:       |             |                     |                   |                       |
| Revision 8:       |             |                     |                   |                       |
| Revision 9:       |             |                     |                   |                       |
| Revision 10:      |             |                     |                   |                       |
| Revision 11:      |             |                     |                   |                       |
| Revision 12:      |             |                     |                   |                       |
| Revision 13:      |             |                     |                   |                       |
| Revision 14:      |             |                     |                   |                       |
| Revision 15:      |             |                     |                   |                       |

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## Section I. GENERAL INFORMATION

### A. INTRODUCTION

1. **SCOPE** - The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall include all facilities owned or managed by the Matanuska-Susitna Borough (hereafter, "Mat-Su Borough" or "MSB") in the Port MacKenzie Port District (MSB 18.02.020), including the Port MacKenzie Marine Terminal.
2. **APPLICABILITY** - The rules, regulations, conditions, rates and/or charges set forth in this Tariff shall apply to all vessels, agents, owners, masters, operators, truckers, rail operators, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments.
3. **IMPLIED CONTRACT** - Entry upon or docking at the Terminal by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port and Terminal's Tariff and Rules and Regulations.
4. **RESPONSIBILITY** - Any person or persons acting on behalf of entities using the terminal, or agents thereof, shall be jointly and severally responsible for all payment of charges as set forth in this Tariff.
5. **RISK** - Persons entering the Terminal shall do so at their own risk.
6. **COMPLAINTS** - Shipper's requests and complaints shall be promptly and fairly considered by the MSB provided that they are submitted in writing to the Port Operations Manager at the address indicated in the Tariff.
7. **CHANGES** - The MSB and its Port Operations Manager (as authorized) reserves the right to alter, change, amend, or modify any of the provisions contained herein, upon reasonable notice to vessels and tenants using the Port and its facilities. The date and reference to such changes shall be noted on the Revision page of this document.
8. **NON-RETROACTIVE** - When the action of the MSB is in response to a user's request or complaint and requires Tariff change, no such change will be retroactive.
9. **RULE OF LAW** - The laws of the United States of America and the State of Alaska shall apply to the provisions of this Tariff.
10. **CONTACTS** - PORT MACKENZIE  
Matanuska-Susitna Borough  
350 E. Dahlia Avenue  
Palmer, AK, 99645  
Therese Dolan, Port Operations Manager  
Office: (907) 861-7799 Cell: (907) 707-4174  
Email: [Therese.Dolan@matsugov.us](mailto:Therese.Dolan@matsugov.us)

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11. HOURS OF OPERATION – Port MacKenzie operates 24 hours a day, 7 days a week, 365 days a year. The Administrative Offices are open from 8 AM – 5 PM local time Monday through Friday, excluding holidays.

12. HOLIDAYS - For the purposes of this Tariff, the holidays listed below are observed by the MSB, or any day celebrated in lieu thereof.

|                            |                             |
|----------------------------|-----------------------------|
| New Year's Day             | January 1*                  |
| Presidents Day             | Third Monday in February    |
| Seward's Day               | Last Monday in March        |
| Memorial Day               | Last Monday in May          |
| Independence Day           | July 4*                     |
| Labor Day                  | First Monday in September   |
| Veterans Day               | November 11*                |
| Thanksgiving Day           | Fourth Thursday in November |
| The Day after Thanksgiving | Fourth Friday in November   |
| Christmas Day              | December 25*                |

\*When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday will be considered a holiday.

B. RIGHTS AND COMPLIANCE

1. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS - The MSB and its Port Operations Manager reserve the right to execute supplemental or separate contracts outside of this Tariff, 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.

2. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION - The MSB, through the Port Operations Manager or designee, reserves the right to establish separate Rules and Regulations in addition to the provisions of this Tariff which shall apply to all Port users and with the same authority and in the same manner as the Tariff.

3. 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 Port Operations Manager shall be final.

4. ADDITIONAL COMPLIANCE - Users of the MSB's port facilities in Port MacKenzie are subject to federal, state, and municipal regulations as applicable, as well as supplemental Terminal Rules and Regulations as established by the MSB or its Port Operations Manager.



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5. SECURITY - Users are advised that the maritime facilities of the MSB are subject to the federal security regulations under 33 CFR Part 105.

6. SAFETY - Users shall comply with the requirements as set forth in the Occupational Safety and Health Act as stipulated in Public Law, 91-596.

7. LICENSE REQUIREMENT - No party or contractor may conduct business on the facilities associated with the marine terminals without a license or permit issued by the Port Operations Manager. The MSB reserves the right to issue non-exclusive Terminal Operating Permits to qualified firms handling specific cargoes.

## Section II. ABBREVIATIONS, DEFINITIONS AND SYMBOLS

### A. ABBREVIATIONS

|        |                             |       |                         |
|--------|-----------------------------|-------|-------------------------|
| @      | At                          | Lbs.  | Pounds                  |
| %      | Per Cent                    | LT    | Long Ton-2,240 pounds   |
| AK     | State of Alaska             | M     | Thousand                |
| AM     | Before noon, local time     | MBF   | Thousand Board Feet     |
| BBL    | Barrel                      | Meas. | Measurement             |
| BDL    | Bundle                      | MT    | Metric Ton-2,205 pounds |
| BDU    | Bone Dry Unit               | NA    | Not Applicable          |
| BF     | Board Feet                  | N.C.  | No Charge               |
| CFS    | Cargo Freight Station       | NOS   | Not Otherwise Specified |
| COR    | Certificate of Registry     | O.T.  | Overtime                |
| Cu.Ft. | Cubic Feet                  | Pkg.  | Package                 |
| CWT    | Hundredweight-100lbs.       | PM    | After noon, local time  |
| CY     | Container Yard              | S.F.  | Square Feet             |
| EA     | Each                        | Sq.   | Square                  |
| FMC    | Federal Maritime Commission | ST    | Short Ton-2,000 pounds  |
| FSO    | Facility Security Officer   | S.T.  | Straight Time           |
| FSP    | Facility Security Plan      | SU    | Set Up                  |
| Ft     | Feet                        | Ro-Ro | Roll On-Roll Off        |
| K      | One Thousand                | T     | Ton                     |
| KD     | Knocked Down                | USD   | U.S. Dollars            |
| KG     | Kilograms                   | Viz.  | Specifically or Namely  |
| KHW    | Kilowatt Hour               | Wt.   | Weight                  |

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B. DEFINITIONS

Unless provided otherwise in this Tariff, applicable definitions set forth in 46 CFR part 525.1(c) shall control.

1. BARREL - equivalent to 42 US gallons of fresh water.
2. BERTH - Shall mean the area of water alongside a pier where a vessel is docked.
3. CARGO - Merchandise to be loaded on or discharged from a vessel, truck, container or railcar.
4. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
5. CURRENCY - For the purposes of rates and charges as outlined in this Tariff, all rates shall mean US Dollars.
6. DEMURRAGE - This is the charge assessed against cargo which remains on the pier after expiration of the free time allowed.
7. DUNNAGE - pieces of wood, matting, synthetic material or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
8. DOCK - Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the MSB.
9. DOCKAGE - Charges assessed against the vessel for the service of providing space alongside of a wharf, pier, within a slip or adjacent seawall structure for the docking or berthing of watercraft, or the mooring thereof, or other watercraft so berthed.
10. FACILITY SECURITY OFFICER (FSO) - The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 CFR Part 105.
11. FACILITY SECURITY PLAN (FSP) - The plan for terminal security under the requirements of 33 CFR Part 105.
12. FREE TIME - This is the time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, or immediately subsequent to its discharge from a vessel until such time the cargo is removed from the terminal or associated facilities.

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13. FREIGHT – Shall mean cargo (see "cargo"), or other materials delivered to a vessel as supplies for that vessel.
14. HANDLING - Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.
15. HANDLING CHARGE - Handling Charge is the charge assessed in performing loading or discharge of cargo between vessel's cargo handling equipment, or Terminal's cargo handling equipment, and place of rest on dock, truck, vessel, or other conveyance.
16. HAZARDOUS CARGO - Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Department of Environmental Protection as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling and disposal.
17. HOT WORK - Hot work means work involving electric or gas welding, cutting, brazing, or similar flame or spark-producing operations.
18. LICENSE - Shall mean a document issued by the Port Operations Manager granting permission to the licensee to conduct business on the property managed by the MSB.
19. LAYBERTHING - A vessel moored at the pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
20. LIVESTOCK - Shall mean any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
21. LONGSHOREMAN - Shall mean any person engaged in the handling of cargo.
22. MANIFEST - Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
23. MSB – Shall mean the Matanuska-Susitna Borough or its duly authorized representative, including, but not limited to, the Port Operations Manager
24. OVERALL - Shall mean the greatest distance between two points either above or below the water.
25. OVERSIDE CARGO HANDLING - shall mean shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.

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26. PACKAGE - A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
27. PALLETIZED FREIGHT - Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
28. PER DIEM - Shall mean a period of one day equivalent to 24 hours.
29. PERSON - Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
30. PIER - The fixed structure along the water's edge to which is a vessel may be tied up and moored.
31. PERISHABLE CARGO - Shall mean such agricultural or seafood products required to be stored and transported in temperature-controlled environments.
32. PORT – Port shall mean all lands designated in the Point MacKenzie Port District (MSB 18.02.020) including the dock, submerged lands, tidelands, and upland sections.
33. PORT OPERATIONS MANAGER - Under this Tariff shall mean the senior manager, or his/her designee, who shall be the local representative responsible for the management of the designated marine terminal facility and port properties.
34. PROCESSED – Shall mean that cargo has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
35. REEFER - Shall mean refrigerated cargo or the temperature-controlled unit it is contained within.
36. RO-RO RAMP -The floating or fixed ramps at the facilities used for the transferring of vehicles to and from vessels.
37. SEAFOOD – Shall mean any species of fish, shellfish, or other aquatic animal harvested from any body of water.
38. SLIP - A berth for smaller vessels.
39. STEVEDORE - Shall mean any management company or entity engaged in the

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management of the handling of cargo and/or passengers, on behalf of the vessel operator, at marine facilities.

40. STRIKE STORAGE - Charge assessed against cargo remaining on the pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
41. TENANT - Any party that leases property for exclusive or non-exclusive use at a marine facility.
42. TERMINAL - Terminal shall include all land, docks, piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, cargo-handling equipment, and other infrastructure associated with the marine facilities under the management and control of the MSB within the Port District.
43. TERMINAL OPERATOR – Shall mean the MSB or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal, and approved to do so by the Port Operations Manager.
44. TERMINAL OPERATOR PERMIT – A permit issued by the Port Operations Manager to a qualified entity for operating at the Marine Terminal in the Port.
45. TERMINAL STORAGE - The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time and demurrage, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.
46. TON - Measure of weight as follows:
- a. Short Ton as expressed in this Tariff shall mean 2,000 pounds US.
  - b. Long Ton as expressed in this Tariff shall mean 2,240 pounds US.
  - c. Metric Ton as expressed in this Tariff shall mean 2,205 pounds US.
47. USER – Any party undertaking operations on Port property, including transportation providers, terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations on Port property.
48. VEHICLE - Shall mean any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
49. VESSEL - Vessel shall mean any floating craft, self-propelled or non-self-propelled, including commercial vessels, ships, and boats; fishing boats; recreational boats; barges; skiffs; or similar craft; as well as public vessels and craft.
50. VESSEL OPERATOR – Shall mean the operator, owner or designee of Vessel.



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51. WHARF - Shall mean the cargo handling area located on the terminal.
52. WHARFAGE - Wharfage is 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.
53. WHARF DEMURRAGE - See demurrage.
54. WHARF STORAGE - Charge assessed against cargo remaining on a pier or wharf after the expiration of free time, or for providing warehousing or other uses of terminal facilities for the storage of inbound, outbound, import or export cargo, with the permission of the Port Operations Manager.

### **Section III. GENERAL RULES AND REGULATIONS**

#### **A. GENERAL**

1. PUBLIC THOROUGHFARES - The Port and its associated properties are not public thoroughfares.
2. ACCESS TO PORT FACILITIES - The Port Operations Manager shall at all times have the right to refuse access to any Dock or Terminal facility by any person or vessel or to remove, or cause to remove, any vessel, person, or cargo at any time from any Dock or Terminal facility. This right shall be reserved at all times to the Port Operations Manager without responsibility for demurrage, loss or damage when:
- a. Previous arrangements for use, space, receiving, or unloading have not been made with the Port Operations Manager;
  - b. The Vessel is unsafe or hazardous and may pose a risk to life or property;
  - c. The value of the Vessel, in the opinion of the Port Operations Manager, is less than the probable service charges and other charges related to its use of the dock or Terminal facilities;
  - d. During periods of congestion, or in cases of emergency, when, in the judgment of the Port Operations 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; or
  - e. Persons have violated federal, state, municipal, or port regulations.
3. DAMAGE TO FACILITIES – Vessel Operators and all other users are held liable for any damage to facilities resulting from their use. Vessel Operators will be held

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responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port Operations Manager 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.

B. HANDLING OF MATERIALS INCLUDING FREIGHT AND CARGO

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

- a. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Port Operations Manager by the cargo owner;
- b. Cargo not suitably packed for safe transportation;
- c. Cargo with a cargo owner that is responsible for outstanding charges that have not been paid;
- d. Cargo deemed by the Port Operations Manager, in the reasonable exercise of his/her discretion, to be offensive, perishable, obnoxious, or hazardous.
- e. 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);
- f. Cargo, the value of which may, in the opinion of the Port Operations Manager, be less than the probable service charges and other charges related to it;
- g. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Port Operations Manager, the circumstances then prevailing or likely to occur will prevent the Docks or Terminal facilities, or any portion of them, from providing customary service to the public;
- h. Cargo not properly labeled;
- i. Cargo beyond the acceptable, stated weight;
- j. Cargo not properly packaged or contained;
- k. Hazardous cargo that is mislabeled and/or was not previously granted permission to be accommodated; and/or
- l. Cargo of a nature that may create a safety concern for the Port or when the Terminal is not properly equipped to handle such cargo.

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2. OFFENSIVE FREIGHT - Hazardous or offensive freight, which, by its nature, is likely to damage freight or the Terminal is subject to immediate removal either from the wharf or wharf premises or to other locations within said premises with all expense and risk of loss or damage, for the account of the cargo owner.

3. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO - The Port Operations Manager may move or remove Cargo from the Terminal to safeguard life and property, for the convenience of the Port Operations Manager, or if freight remaining on wharf or wharf premises remains after expiration of free time. 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, vessel operator, or carrier as responsibility may appear.

4. ACCESS TO CARGO RECORDS - The vessel operator will be required to allow the Port Operations Manager to have access to the manifest of cargo, loading list, or other transportation documents at the earliest time that such documents are available and no later than 48 hours prior to the time that cargo and/or passengers are to be loaded to or discharged from a vessel. Such documents must be provided for the purpose of supervising the proper use of the Terminal and obtaining the data necessary to permit the correct determination of charges. Any such information shall not be disclosed to any person other than a member of the Port Commission or MSB staff carrying out official duties, unless a formal request is received under the Freedom of Information Act and a legal determination is made which requires the release of this information.

5. STORAGE LOCATION - The MSB reserves the right at its option to require the cargo owner to store in a public warehouse, or to move to another location on the Terminal at the entire risk and expense of the cargo owner, all cargo which is not removed at the expiration of the prescribed free time. The MSB shall have a lien on such cargo for all charges due.

6. ABANDONED CARGO - If cargo (such as damaged or unsaleable cargo) is abandoned and left upon the Terminal, the cargo owner will be responsible for removal of such cargo at its own expense and for reimbursement to the MSB if any wharfage, demurrage, or other charges have accumulated. The Port Operations Manager may, at his/her discretion, require a delay in sailing of the vessel until such cargo has been removed, and all accrued charges have been paid in full. Cargo abandoned on the Terminal may be disposed of in a manner determined by the Port Operations Manager including disposal or sale of the cargo as appropriate.

7. HAZARDOUS CARGO - Notice shall be given to the Port Operations Manager of any vessel, truck, rail, vehicle, or any other conveyance 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

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docks. 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.

8. EXPLOSIVES AND DANGEROUS OR OBNOXIOUS CARGOES - No gunpowder, explosives or other dangerous or obnoxious cargoes listed in USDOT Hazard

Classification System Classes 1 through 9 inclusive shall be discharged or loaded upon the Terminal except by written permission of the Port Operations Manager. Firearms, civilian or military, and military equipment shall be considered as dangerous cargo under this item.

9. EXPLOSIVES OR VOLATILE CARGO PERMIT – the following shall apply:

- a. The acceptance, handling, or storage of explosives, highly flammable, corrosive, highly volatile material shall be subject to special arrangements with and permission of the Port Operations Manager and governed by rules and regulations of Federal, State, local authorities, and the Rules and Regulations of Port MacKenzie.
- b. Written applications for the transfer or movement of explosives and dangerous or obnoxious cargoes through the Terminal shall be made to the Port Operations Manager. Such application shall, at a minimum, include the following information:
  - 1) Names, addresses, telephone numbers and other pertinent information regarding persons and agencies to contact in the event of emergency.
  - 2) Description of the cargo, including DOT Hazard Classification System Class 1 through 9 designation.
  - 3) Amount of cargo, including the number and weight of packages or containers.
  - 4) Copies of relevant Safety Data Sheets (SDS) that clearly state the nature of the cargo or other materials brought on site and specific emergency response actions to be taken in the event of spillage, fire or other emergency.
  - 5) Copies of all relevant DOT shipping documents specifying the shipping name of the cargo, hazard class or division thereof, packing group, and emergency response requirements.
  - 6) Copies of relevant documentation for cargoes comprised of firearms, firearms components and/or military equipment, including required End-User Certificates, along with relevant shipping and clearance documents.

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- c. All explosives or other dangerous or obnoxious cargoes, if permitted to be loaded or unloaded at the Terminal, shall be clearly labeled in accordance with all applicable Federal, State, and Municipal laws and regulations governing the transportation, storage, and handling of hazardous cargoes.
  - d. The handling, loading, unloading and storage of explosives and/or other dangerous articles or substances shall be subject to all applicable laws, rules and regulations promulgated by the United States of America, the State of Alaska, the Matanuska-Susitna Borough, and other proper and competent authorities.
  - e. If handling is permitted, cargo of class 1 (explosive) or class 7 (radioactive) designation, or acids, corrosive liquids, or poisons, for loading to or discharging from a vessel, shall not be allowed on the Terminal until it can be loaded aboard a vessel or be allowed to remain on the Terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel. The Port Operations Manager shall be notified as far in advance as possible of the date and time of receiving such cargo, in order that a suitable location may be designated for a temporary place of rest for such cargo pending loading and removal from the Terminal. Such notification shall include any special provisions for cargo handling and security, the cost of which shall be the responsibility of the vessel or owner. Inbound, such cargo shall be removed from the Terminal forthwith on the day it is discharged.
  - f. The Port Operations Manager may require the vessel operator and/or cargo owner to employ special watchmen at their expense, to watch over any dangerous cargo on the Terminal when in the judgment of the Port Operations Manager such action is necessary to protect the public safety, property and cargoes against fire or other hazards until the cargo has been removed from the Terminal.
  - g. In the event of spillage, breakage, release, fire or other emergency event, the Vessel Operator and/or Cargo Owner of the dangerous cargo shall have sole responsibility for the costs of emergency response, including the costs of any clean-up and repair actions required to make the Terminal safe for general use.
10. OWNERS RISK - Glass, liquids, and fragile articles will be accepted only at Cargo Owner's risk for breakage, leakage, or chafing, the Port Operations Manager being liable for loss or damage only in case of lack of ordinary care. Freight subject to freezing will be accepted only at Cargo Owner's risk. Freight in open storage on wharf platforms or ground is at Cargo Owner's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by the Port Operations Manager to be moored in slips at moorage dolphins, at wharf, or alongside vessels, are at Cargo Owner's and/or Vessel Operator's risk for loss or damage.



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11. LIVESTOCK - The acceptance and handling of livestock shall be subject to special arrangements with the Port Operations Manager, and governed by rules and regulations of Federal, State, and local authorities.

12. 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.

C. RIGHTS OF THE TERMINAL

1. RIGHT TO BOARD VESSEL AND INSPECT - The Port Operations Manager may enter upon and inspect any vessel at the Terminal in order to determine the kind and quantity of cargo aboard or to identify safety or security concerns. No person or persons shall hinder, molest, or refuse entrance upon such vessel for the aforementioned purposes.

2. MANIFESTS REQUIRED OF VESSELS – Vessel Operators are required to furnish the Port Operations Manager 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. 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.

D. ENVIRONMENTAL

1. COMPLIANCE - All users, cargo owners, vessel operators, and persons entering the Port shall comply with all environmental regulations of the Federal government, State of Alaska, and the Matanuska-Susitna Borough.

2. 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 the Terminal must, upon demand, be removed from the Terminal by the person or persons placing it there. The Port Operations Manager reserves the right to remove or cause to be removed rubbish at the expense of the party responsible. Rubbish may only be removed from the Terminal by contractors licensed by the Port Operations Manager.

3. DISCHARGE OF LIQUIDS - Vessels may not discharge fluids overboard including black water, graywater, or other liquids while at the Terminal. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

4. STACK EMISSIONS - Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal.

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5. DUNNAGE –

- a. All dunnage entering the terminal utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent.
- b. If Dunnage material, packaging material, wires, bands, or refuse of any kind have accumulated on the Terminal during cargo storage, loading or unloading, the vessel operator will be held responsible for the prompt removal of such material immediately at the completion of loading, unloading, or handling operations, and such removal is to be at vessel operator's expense. If such requirement is not promptly complied with, the Port Operations Manager will immediately remove, or cause to be removed, such material, and the expense incurred will be charged to the vessel operator.

6. HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored on the Terminal by any persons without permission of the Port Operations Manager.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Port shall comply with all relevant provisions of Federal, State, Municipal, and MSB laws and regulations in the disposition of hazardous waste materials.
- d. Said disposition shall be in such a manner that the MSB shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials.

E. VESSELS MOORING

1. BERTHED - Vessels berthing at the Terminal must:

- a. Be properly manned at all times, however, should a barge without adequate protective quarters be berthed at the terminal, such manning may be located on a towing vessel immediately adjacent to the barge;
- b. Have on board sufficient personnel to move the vessel in case of emergency.
- c. Have on board, at all times (24/7), manning sufficient to adjust mooring lines in order to adapt to changing tidal conditions, due to the tidal extremes in excess of 40 feet in Cook Inlet; and

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- d. Meet international and Federal Security regulations and other rules including properly-licensed and documented personnel.

2. APPROACH AND DEPARTURE FROM BERTHS - Vessels approaching or departing berths when passing in and out of Federal and State channels, over submerged lands outside of the immediate terminal berths, do so at their own risk and shall not hold the Port, MSB, or the Terminal responsible for any vessel damage or casualty during such transit.

3. APPLICATION FOR BERTHING - All vessels desiring a berth at the Terminal shall, as far in advance of the date of docking as possible, and no less than seven (7) days in advance of the scheduled time of arrival, make application for berthing to the Port

Operations Manager. Applications for berthing are provided by the Port Operations Manager on request.

4. ASSIGNED BERTH - All vessels receiving berth assignments from the Port Operations Manager, shall dock at their respective assigned location at the Pier, at the time and for the period stated in their application, and shall be solely responsible for making prior arrangements for docking assistance and stevedoring services, and for notifying the Port Operations Manager of such arrangements. Vessels berthing at the terminal must provide confirmation of berthing to the Port Operations Manager at least 12 hours in advance of arrival.

5. NON-INTERFERENCE - All vessels are responsible for insuring that personnel providing docking assistance or loading, unloading, or handling services do not interfere in any way with the rights of other terminal users or tenants to free access or use of their pertinent leased or designated areas of the terminal, and that such personnel exit the terminal upon completion of the relevant services.

6. OPERATIONAL SPACE - No personnel providing docking assistance or loading, unloading, or handling services shall be allowed to enter into or infringe upon any space upon the Pier other than that required for docking and cargo/passenger loading and unloading, and designated by the Port Operations Manager for such purposes. All vessel docking, loading and unloading, embarkation and disembarkation, and departure operations shall be conducted by the vessel in a manner that will not interfere with the operation of other users, including the movement of trucks, personnel, equipment, to or from any other part of the Terminal.

7. SCHEDULING OF VESSELS - The Port Operations Manager reserves the right to establish vessel berthing schedules and the use of all terminal facilities for the convenience of the Port. Application for berthing must be made at least seven (7) days in advance of vessel arrival. If there are any vessel traffic or berthing conflicts, the Port Operations Manager shall have final authority over berthing assignments.

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8. RIGHT OF TERMINAL TO MOVE VESSELS – The following shall apply:

- a. Whenever necessary for the proper and safe operation of the Terminal and/or its facilities, the Port Operations Manager may order a vessel to depart the Terminal or to move to such other place as he/she directs at the expense of the Vessel Operator.
- b. The Port Operations Manager reserves the right to have a vessel moved or removed at the expense of the vessel operator when the order to comply is not acted upon.
- c. If any damage occurs to the pier or other property as a result of such a move, or should any equipment and/or labor be rendered idle by such a move, all expenses shall be charged to the vessel operator.
- d. The Port Operations Manager may order a vessel to move, to such a place as directed, at the vessel operator's expense when, in the opinion of the Port Operations Manager:
  - 1) It is necessary for the proper operation of the facility;
  - 2) There is an emergency;
  - 3) Terminal congestion may be ameliorated by such a move;
  - 4) A vessel is offensive or hazardous; or
  - 5) A vessel contains hazardous cargo or cargo that is liable to damage other vessels, cargo, or port facilities.

F. LIABILITY AND INSURANCE

1. LIABILITY - The MSB, its officers, agents or employees shall not be held responsible for loss or damage by whomever causes loss or damage to vessels, persons, or cargo or to any other property in or upon, or moving or being moved over, in, through, or under any pier, wharf or other structure or property owned, controlled, or operated by the terminal, resulting from any cause whatsoever, including but not limited to, loss or damage which in any manner is caused by or results from the following: theft; pilferage; animals, including rats, mice and other rodents; birds; insects; shrinkage, wastage, seepage, or leaking containers; heating; evaporation; fire or the extinguishing thereof; dampness; rain; floods; freezing, frost, or other action of the elements or acts of God; collapse of walls, piers, or other structures; breakdown of plant, machinery, or equipment; damaged cargo containers or packaging; floats, logs or pilings required to breast vessels away from wharves; sabotage, insurrection, revolution, or war; riot; strikes or any combination of the foregoing, including clerical errors or omissions in the dispatch of cargo.

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2. RESPONSIBILITY FOR SAFETY, SECURITY – Vessel operators shall be solely responsible for the safety and security of cargo, personnel, crew and passengers loaded or unloaded, embarked or disembarked at the Terminal.

- a. Vessel operators shall make proper provision, in consultation with the Port Operations Manager, for safety and security.
- b. Tenants leasing warehouse storage space or other facilities at the Port shall be solely responsible for the safety and security of stored goods and personnel providing services within their respective leased space.
- c. Users agree to cooperate with the Port Operations Manager and enforce all applicable rules and regulations of the MSB as contained in this Tariff, or supplemental rules, regulations or agreements, with respect to its agents, employees, contractors, guests and invitees.

3. INSURANCE FOR SERVICES -The rates contained herein do not include insurance of any kind. The interested party should procure insurance, including, but not limited to, fire, theft, casualty and liability or any other such insurance as deemed appropriate by the Port Operations Manager. The MSB shall be under no obligation to provide insurance of any type for any vessel, cargo, or liability arising out of use of the Terminal.

4. INSURANCE - The Port Operations Manager reserves the right to request specific insurance, and may request certificates for users to confirm they have required levels to cover operations. The Port Operations Manager shall furnish the user the requirements for insurance and minimum levels required. The MSB can specify additional insurance for operations or users or may require to be named co-insured on policies. Requirements for users as applicable may include but are not limited to:

- a. Workers' Compensation, including Social Security, Unemployment, and Longshore and Harbor Workers endorsements, required under all applicable Federal and State statutes and municipal ordinances for all the user's employees performing its work, in amounts established by the state of federal law, and Employer's Liability Insurance in the amount of not less than \$1 Million (\$1,000,000.00);
- b. Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody, and control) against all claims for bodily injury, death, or property damage occurring on, in, or about any vessels being loaded or discharged by a party, or the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5 Million (\$5,000,000.00) for each occurrence;
- c. Stevedore and Terminal Operators Liability;
- d. Property Damage Insurance;
- e. Commercial Automobile Liability;



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- f. Excess Public Liability and Property Damage Liability;
- g. Protection, Indemnity and Hull Insurance with Wreck Removal rider;
- h. Marine Pollution Insurance;
- i. Cargo insurance;
- j. Warehousing Legal Liability; and
- k. Other such insurance coverage as deemed appropriate by the Port Operations Manager.

5. FORCE MAJEURE - In the case of occurrence of unusual circumstances, without any fault of the MSB, including without limitation, damage or destruction to premises, including vessels or cargo, by fire, flood, civil disturbance, earthquake, tidal wave, wind, explosion, public enemies, war, Acts of God, marine casualty, Government action, labor actions, or similar circumstance, the MSB shall not be held liable for any impacts on users, vessels, persons, or cargo.

G. MISCELLANEOUS RULES AND REGULATIONS

1. VERIFIED GROSS MASS REQUIREMENTS - The MSB provides scale and weighing services for container, truck, or cargo weight information. The MSB assumes no weight verification liability for such measurements. The MSB reserves the right under International rules to refuse to handle or accept export containers without a valid Verified Gross Mass Certificate (VGM).

2. CAPABILITIES - The Port Operations Manager reserves the right to refuse to permit the handling of cargo that exceeds the maximum allowable weights on the Terminal or any portion thereof, or is, in the determination of the Port Operations Manager, otherwise beyond or outside of the safe operating parameters of the Terminal.

3. 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.

4. 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 Operations Manager for provision of those services. Handling, loading, and unloading rates are furnished upon request by the service provider.

5. MOVEMENT OF CARGO AND PASSENGERS - Temporary storage, loading and unloading of cargo at the Terminal shall be accomplished within the free time specified in this Tariff unless written arrangements for additional time are made with the Port Operations Manager. In addition:

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- a. Embarking and disembarking of passengers shall be accomplished within the time specified in prior written arrangements made with the Port Operations Manager. Vessel operators shall be responsible for the safety and security of passengers crossing the pier, with pedestrian routes to be clearly designated and marked at the expense of vessels.
- b. Vessel operators and/or cargo owners are solely responsible for making any necessary arrangements for required inspections of cargo by the U.S. Customs Service, and for bonded storage or passenger clearances when required. The Port Operations Manager shall be informed of arrangements made for U.S. Customs inspection and/or bonded storage and of any requirements for cargo, personnel and equipment movements at the Terminal for such purpose.
- c. The Port Operation Manager may bar passengers or visitors from the Terminal for the purposes of safety or security as deemed necessary by the Port Operations Manager.

6. AVAILABILITY OF CARGO FOR DELIVERY - The Vessel operator shall be responsible for making inward or outward bound cargo on the Terminal available for delivery to consignees or the vessel. The Vessel operator shall notify the Port Operations Manager of such arrangements for delivery of cargo to consignees, including the estimated number of trucks and the relative timing of cargo pickup/delivery by truck.

7. VEHICLE PARKING – No persons shall be allowed to park automobiles on the Terminal or pier without express permission from the Port Operations Manager. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the MSB shall not be held liable for any loss or damage resulting from such parking. The Port Operations Manager shall designate those areas on the Terminal or other Port property where parking is permitted, and may issue, or cause to be issued, parking permits for vehicles.

8. VEHICLE SAFETY - All persons operating a vehicle on Port property or the Terminal must wear seatbelts. Vehicle speed may not exceed 15 miles per hour on Port property or the Terminal. Vehicles may not be left idling when unattended.

9. SMOKING - There is NO Smoking allowed in any of the buildings in the Port. No smoking shall be allowed on the Terminal except in approved areas or locations specifically designated by the Port Operations Manager for that purpose. Persons violating this rule may be barred, at the discretion of the Port Operations Manager, from further use of the Port or any portion thereof, and in addition, shall be subject to prosecution under the applicable Federal, State, and Municipal laws.

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10. HOT WORK – A Terminal Operator may make a request to perform welding and/or hotwork at the Terminal, in which case the following conditions must be met:

- a. Written permission of the Port Operations Manager is granted;
- b. The Terminal Operator submits a plan to comply with all relevant safety regulations; and
- c. The Terminal Operator complies with all provisions set forth in the prevailing Terminal Rules and Regulations, to be provided by the Port Operations Manager.

11. EQUIPMENT - Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within Terminal facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Port Operations Manager of such arrangements.

12. REQUIRED STORAGE CLEARANCES - When storing cargo on the Terminal, the following clearances shall be maintained:

- a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
- b. There shall be maintained at least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.
- c. When first-aid, fire appliances, alarm boxes, other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at least three (3) feet in width running therefrom to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.
- d. A main aisle of at least twenty (20) feet in width shall be maintained on the Terminal to allow fire trucks or other emergency vehicles to have access throughout the Terminal and onto the pier.
- e. Free and unobstructed operation of all automatic operating fire gates.
- f. Free unobstructed and direct access to all buildings and fire hydrants by the Fire Department.

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- g. Flammable or combustible cargo, freight, merchandise or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet.
- h. No cargo shall be placed or stacked on any portion of the facility not approved by the Port Operations Manager, nor will persons be allowed pedestrian access to any restricted areas of the Terminal unless properly isolated under the Terminal's Facility Security Plan (FSP).

13. **LIMITING WEIGHTS** - Cargo must be stored or stacked so as not to exceed limits as posted. In general, cargo shall be stacked or piled on the pier or terminal so as to produce a uniform loading.

14. **COMPLIANCE FOR STORAGE** - Storage undertaken in any part of the premises shall be done in such a manner as to prevent damage to the Terminal, and to comply with the regulations of the United States Coast Guard and all governing regulatory agencies.

15. **OPERATING AREA AS AUTHORIZED** – All users shall confine their operations to the area designated by the Port Operations Manager, or by the terms of relevant leases.

Users involved in work for a vessel or tenant may not enter or encroach upon areas designated by the Port Operations Manager for use by other users.

16. **DAMAGE TO TERMINAL PROPERTY** - In the event any damage is done to Terminal or pier property, the person or persons responsible for said damage, or in any way involved, shall give a full report to the Port Operations Manager giving date and hour said damage occurred, names and addresses or description of the witnesses or other persons, vessels, vehicles or instrumentality's involved, as well as any other pertinent facts and information which may be available. The person, persons or entity causing the damage will be held responsible for reimbursing the terminal for the cost of repairing said damage, including the cost of any emergency actions required to be taken by the Terminal, the U.S. Coast Guard, and/or other emergency services to limit the scope of such damage.

## **Section IV. RATES, CHARGES, TERMS AND CONDITIONS**

### **A. PAYMENT OF CHARGES**

- 1. **APPLICABILITY** - All Users of the Terminal shall be subject to the following fees, terms and conditions as published in this Tariff.
- 2. **PAYMENT DUE** - All payments are normally due and payable upon presentation of invoice which does not exclude credit or payment plans.

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3. CREDIT - Any User doing business under this Tariff may apply for credit. Failure to pay credit accounts within thirty (30) days shall result in cancellation of credit privileges and the re-establishment of cash terms.

4. DELINQUENCY - If payment is not received within the specified period, the responsible party will be placed on a delinquent list. Such party shall be denied further use of the Terminal until all outstanding charges have been paid.

5. FINANCE CHARGE - Invoices not paid within thirty (30) days are subject to a finance charge of 5% of outstanding balance per month, up to 10% annually.

6. PAYMENT APPLICATION - The Port Operations Manager may apply any payment received against the oldest outstanding invoices.

7. RESPONSIBILITY FOR PAYMENT - The Vessel operator, agent or assigns, agrees to guarantee and pay all Terminal charges which are assessed against the vessel or cargo in accordance with the terms and conditions specified in this Tariff. Agents or Representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services according to the terms outlined in this Tariff.

8. PREPAYMENT OF CHARGES - The Port Operations Manager may, at his/her discretion, require a pre-paid deposit of sufficient funds to cover all charges under any of the following conditions:

- a. If written guarantee for payment of charges is not provided;
- b. Where a party does not have approved credit;
- c. If the parties representing a vessel have habitually been on the delinquent payment list; or
- d. If the vessel operator or cargo owner is unknown to the Port Operations Manager and, in the discretion of the Port Operations Manager, prepayment is warranted.

9. COLLECTIONS - Accounts referred to an attorney or an agency for collection are subject to a surcharge and additional court and collection costs.



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10. WITHHOLDING OF CARGO - The Port Operations Manager reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

11. RIGHTS AGAINST VESSEL FOR NON-PAYMENT - The Port Operations Manager reserves the right to detain a vessel, establish a maritime lien upon the vessel, its cargo and freights or arrest a vessel for all unpaid charges due the terminal.

12. DENIAL OF USE - The Port Operations Manager reserves the right to deny anyone the use of any Terminal until all past due accounts are paid.

13. DISPOSITION OF CARGO - The MSB may refuse delivery or loading of cargo or passengers until all past charges have been paid.

14. ALTERNATIVE ARRANGEMENTS - The vessel operator or cargo owner may request alternative arrangements for use of the Terminal and any attendant charges or payment terms prior to the arrival of a vessel or handling of cargo to the satisfaction of the Port Operations Manager. The Port Operations Manager and the MSB are under no obligation to grant any requested alternative arrangements, and may do so at their sole discretion.

14. CURRENCY - All amounts are in United States Dollars (USD).

**B. RATES, CHARGES AND FEES**

1. RIGHT TO ADJUST RATES – The MSB, at its discretion, reserves the right to adjust rates on an annual or as-needed basis, providing sufficient notice is given to all tenants, vessel operators, cargo owners, and users.

2. DOCKAGE

- a. Applicability - Dockage will be assessed against the vessel, its owners, agents, or operators on the basis of the Length Overall (LOA) of the vessel for the period the vessel remains at the berth. The maximum length, published in Lloyd's Register of Shipping, or as listed on the vessel's Certificate of Registry (COR), or as measured by the Port Operations Manager shall be used in determining the length overall for the vessel. Dockage will be assessed against the vessel, its owners, agents or operators at the rates shown below as applied to a twenty-four-hour period or fraction thereof, including Saturdays, Sundays, and holidays.

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- b. Dockage rates go in to affect January 1<sup>st</sup> of each calendar year and are as follows:

| <b>LOA</b> | <b>2022</b> | <b>2023</b> | <b>2024</b> | <b>2025</b> | <b>2026</b> |
|------------|-------------|-------------|-------------|-------------|-------------|
| ≤ 199'     | \$2.25      | \$2.31      | \$2.38      | \$2.45      | \$2.52      |
| 200 - 249' | \$2.62      | \$2.69      | \$2.78      | \$2.86      | \$2.94      |
| 250 - 299' | \$3.00      | \$3.09      | \$3.18      | \$3.28      | \$3.38      |
| 300 - 349' | \$3.37      | \$3.47      | \$3.57      | \$3.68      | \$3.79      |
| 350 - 399' | \$3.74      | \$3.85      | \$3.97      | \$4.09      | \$4.21      |
| 400 - 449' | \$4.12      | \$4.24      | \$4.37      | \$4.50      | \$4.63      |
| 450 - 499' | \$4.49      | \$4.63      | \$4.76      | \$4.91      | \$5.05      |
| 500 - 549' | \$4.86      | \$5.01      | \$5.16      | \$5.31      | \$5.46      |
| 550 - 599' | \$5.24      | \$5.40      | \$5.56      | \$5.73      | \$5.90      |
| 600 - 649' | \$5.61      | \$5.78      | \$5.96      | \$6.13      | \$6.31      |
| 650 - 699' | \$5.98      | \$6.16      | \$6.35      | \$6.54      | \$6.73      |
| 700 - 749' | \$6.38      | \$6.57      | \$6.76      | \$6.97      | \$7.17      |
| 750 - 799' | \$6.75      | \$6.95      | \$7.16      | \$7.37      | \$7.59      |
| 800 - 849' | \$7.12      | \$7.33      | \$7.55      | \$7.78      | \$8.01      |
| 850 - 899' | \$7.50      | \$7.72      | \$7.96      | \$8.19      | \$8.43      |
| ≥ 900      | \$7.87      | \$8.11      | \$8.35      | \$8.60      | \$8.85      |

### 3. WHARFAGE

- a. Applicability -The following charges will be assessed against all cargo and freight, and all other materials including fuels, slops, ballast, and discharged from or loaded to vessels, lighters, barges, freight cars or trucks.
- b. Definitions – All wharfage charges will be tabulated based on the definitions given in this Tariff, and subject to the discretion of the Port Operations Manager. The Port Operations Manager has final authority over how cargo is defined and the rates at which wharfage charges are assessed.
- c. Commodity Rates
- 1) Cargo owners or vessel operators will be billed directly for all wharfage.
  - 2) Wharfage rates go in to affect January 1<sup>st</sup> of each calendar year and are as follows:

Matanuska-Susitna Borough, Port MacKenzie Marine Terminal  
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| Commodity   | Unit | 2022    | 2023    | 2024    | 2025    | 2026    |
|---|------|---------|---------|---------|---------|---------|
| Aggregates - rock, gravel, sand, salt and minerals  | ST   | \$1.24  | \$1.27  | \$1.31  | \$1.35  | \$1.39  |
| Bulk Commodities - grains, peat and other ag. products  | ST   | \$3.08  | \$3.17  | \$3.27  | \$3.37  | \$3.47  |
| Cement - See Commodity Notes d.3)   | ST   | \$3.08  | \$3.17  | \$3.27  | \$3.37  | \$3.47  |
| Coal  | ST   | \$1.24  | \$1.27  | \$1.31  | \$1.35  | \$1.39  |
| Explosives and Ammunition - See Notes d.2) and d.3)   | ST   | \$16.87 | \$17.38 | \$17.90 | \$18.44 | \$18.99 |
| Iron or Steele - angles, bars, beams, channels, joists, piling, pipe, structural, tanks and trusses | ST   | \$4.49  | \$4.63  | \$4.76  | \$4.91  | \$5.05  |
| Livestock - horses, cattle, hogs, sheep, goats  | ST   | \$11.24 | \$11.57 | \$11.92 | \$12.28 | \$12.65 |
| Petroleum or Petroleum Products (Inbound/Outbound) - See Commodity Notes d.4) - d.6)                | BBL  | \$0.19  | \$0.19  | \$0.20  | \$0.20  | \$0.21  |
| Petroleum/Fuel - See Commodity Notes d.5) - d.7)  | GAL  | \$0.01  | \$0.01  | \$0.01  | \$0.01  | \$0.01  |
| Scrape Metal - See Commodity Notes d.8)   | ST   | \$4.38  | \$4.51  | \$4.64  | \$4.78  | \$4.93  |
| Wood/Logs - See Commodity Notes d.9)  | MBF  | \$3.00  | \$3.09  | \$3.18  | \$3.28  | \$3.37  |
| Wood/Lumber - See Commodity Notes d.9)  | MBF  | \$3.14  | \$3.24  | \$3.33  | \$3.43  | \$3.54  |
| Wood/Chips & Pellets - See Commodity Notes d.9)   | ST   | \$3.08  | \$3.17  | \$3.27  | \$3.37  | \$3.47  |
| Vans and Containers   | ST   | \$2.99  | \$3.08  | \$3.17  | \$3.26  | \$3.36  |
| - Empties returning   | EA   | \$9.27  | \$9.55  | \$9.83  | \$10.13 | \$10.43 |
| Vehicles, Heavy Equip, Buildings and other articles - See Commodity Notes d.10)                     | ST   | \$11.24 | \$11.57 | \$11.92 | \$12.28 | \$12.65 |
| Freight N.O.S.  | ST   | \$4.64  | \$4.77  | \$4.92  | \$5.06  | \$5.22  |

d. Commodity Notes -

- 1) Includes natural or Portland, driller's mud, fireclay, slaked lime, lime, hydrated or quick plaster, magnesite, gypsum, sand, stucco; separate or combined in bulk through hoses to or from mobile bulk carriers, in 5-ply paper bags or super sacks.
- 2) Includes powder, gun or blasting; blasting agents; blasting caps; dynamite; high explosives N.O.S., explosive ammunition other than small arms ammunition.
- 3) Written permission of the Port Operations Manager must be obtained prior to the handling of any hazardous cargoes at the Port as noted in this Tariff.
- 4) Liquids, petroleum, or petroleum products N.O.S., in bulk, transferred directly between vessel's tanks and storage tanks (load or discharge).

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- 5) All petroleum transferring operations are subject to rules governing hazardous materials.
  - 6) Any heating required for the proper transfer of petroleum products, and any clearing of lines required as a result of such transfer, will be at the expense of the vessel operator. Should the MSB provide any such heating or clearing services, the vessel operator will be billed the MSB's cost plus 15 percent.
  - 7) Liquids, petroleum, or petroleum products NOS, in bulk, transferred directly between motor freight tank vehicles or railroad tank cars and vessels' tanks, storage tanks, or at truck rack.
  - 8) Port MacKenzie Marine Terminal accepts scrap metal only if it is either
    - a) Secured in clean cubes with no oil, grease, asbestos, or other contaminants; or
    - b) In sealed, metal skip boxes.
  - 9) Where cargo is manifested by weight, 2,000 shall be considered MBF.
  - 10) Includes automobiles, pickup trucks with or w/o camper bodies attached, chassis, freight trailers, semi-trailers, camper bodies, agricultural equip, earth moving or materials handling equip including cranes, graders, loaders, fork lifts, water trucks, dump trucks, or any heavy equipment, mobile/modular buildings.
- e. Wharfage Rate Modifications –
- 1) Ship's gear – Strongbacks, lines, hatch covers, walking boards, and other such ship's gear placed on the wharf during loading/unloading operations shall be exempt from wharfage charges.
  - 2) Overside – Wharfage will be assessed at 50% for any cargo transferred directly from a vessel at the Terminal to another vessel or the water.
  - 3) Overstowed/Restow – No wharfage will be assessed on overstowed cargo destined for discharge at another location, providing such cargo is not removed from the wharf prior to re-loading to the vessel.

#### 4. TERMINAL STORAGE/WHARF DEMURRAGE

- a. Applicability – Any cargo that remains at the Terminal following the expiration of free time is subject to demurrage charges.
- b. Free Time – Applies as follows:

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- 1) Free time is calculated exclusive of Saturdays, Sundays, or Holidays. Free time begins at 7 AM on the first business day after cargo has been received at the terminal.
2. Inbound cargo, cargo that has been discharged from a vessel, will receive five (5) days free time following the completion of discharge operations of the vessel on which the cargo arrives.
3. Outbound cargo, cargo that is to be loaded onto a vessel, will receive ten (10) days free time following the delivery of the cargo to a point of rest on the terminal.
4. Cargo that is to be transhipped between vessels shall receive free time as though it were outbound cargo as specified in this Tariff.

c. Lay-Down Areas –

1. No cargo is to be stored in the Port without the express permission of the Port Operations Manager.
2. The Port Operations Manager may, at the request of a cargo owner, assign designated lay-down area within the Port for cargo to be stored.
3. Cargo and freight in the Port not placed in a designated lay-down area must be immediately removed or relocated upon order of the Port Operations Manager.
4. A cargo owner who refuses to move such cargo or freight on demand will be assessed storage/demurrage at five times the applicable rate. In addition, the Port Operations Manager may, at his/her discretion, move, remove, or cause to be removed such cargo or freight at the expense of the cargo owner, excepting any damages caused by lack of ordinary care by the Port Operations Manager.

d. Wharf Demurrage Rates

1. Wharf demurrage shall apply to any cargo or freight stored on the dock, pier or wharf.
2. After the expiration of free time, wharf demurrage for all cargo and freight will be assessed at \$0.20 per square foot per month or \$0.007 per square foot per day and shall not exceed 30 days.



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e. Long Term Storage Rates

1. Long term storage shall apply to any cargo or freight stored on the Terminal beyond free time and demurrage and requires a Temporary Land Use Permit.
2. After the expiration of free time and demurrage, long term storage for all cargo and freight will be assessed at \$0.27 per square foot per month, or \$0.009 per square foot per day.

5. PASSENGERS – The charges below apply to all passengers embarking from dock to vessel or debarking from vessel to dock:

- a. \$1.00 per passenger
- b. Vessel crews are exempt from passenger charges
- c. Users employed at the Terminal traveling to/from work are exempt from passenger charges

6. TRUCK SCALES

- a. General - Truck scales are available only at the Port during the posted hours and days.
- b. Rates - The following rates will be charged for use of the truck scales, when available:

1. Trailer Units or Truck Units, over 20,000 lbs.

|               |             |
|---------------|-------------|
| In and Out    | \$7.00 each |
| Single Weight | \$4.50 each |
2. Passenger cars, in or out \$4.50 each
3. Pickup trucks and vans, less than 20,000 lbs.

|               |             |
|---------------|-------------|
| In or out     | \$5.50 each |
| Single weight | \$4.50 each |

7. RO/RO CARGO

- a. General - Ramps are not provided at facilities for cargo being loaded on or discharged from vessels handling Roll-On/Roll-Off (RO/RO) cargo, such as road trailers, containers with dollies, tractors automobiles, and/or other wheeled vehicles. Vessels must be equipped with their own loading and discharge ramps

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and the weight of the ramps and intended cargo to be handled shall not exceed the posted weight of the pier and apron.

b. Rates – RO/RO Cargo

1. Vehicles - \$1.50 per ST, with a minimum rate of \$15.00 per vehicle.
2. Per vessel - Minimum RO/RO fee per vessel: \$600.00

9. OVER-THE-ROAD (OTR) CARGO

- a. All inbound and outbound cargo passing through the Port, where neither movement to nor from the Port is by water, will be assessed an OTR charge of \$2.75 per short ton on the net weight of the cargo.

10. SECURITY –

- a. Security Staffing - The Port Operations Manager may arrange, at vessel operator or cargo owner's expense, security necessary for complying with the Facility Security Plan, unless exempted by separate agreement. The Port Operations Manager shall have sole discretion over the security staffing deemed appropriate.
- b. Straight Time - Security fees shall be applied on a straight time basis from 0800 - 1700 (8 AM to 5 PM) local time, Monday through Friday, excluding holidays.
- c. Overtime – Security fees shall be applied on an overtime basis for all hours where straight time does not apply. This includes hours from 1700 - 0800 (5 PM to 8 AM) Monday through Friday, all hours on Saturday and Sunday, and all hours on holidays.
- d. Rates – Security fees shall be assessed at the rates indicated below:

|                                      |         |
|--------------------------------------|---------|
| Per hour, per person, straight time: | \$40.00 |
| Per hour, per person, overtime:      | \$60.00 |

- e. Maritime Security – Security rates and staffing are subject to increase at the discretion of the Port Operations Manager in the event that the prevailing Maritime Security (MARSEC) level is increased.

11. SPECIAL CHARGES AND CHANGES IN CHARGES

- a. Charges - The MSB or the Port Operations Manager may make special charges as they may deem necessary, concerning the use of piers or open spaces in the vicinity of the Terminal, buildings on the Terminal or the use of the Terminal by

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commercial, State, or Federal vessels, or by contractors working on Federal or State contracts and for use of tracks, sheds, the pier or other structures.

- b. Additional Costs - In the event that Governmental agencies or operational requirements impose increased costs, the vessel operator or cargo owner agrees to pay those costs and any related surcharges.
- c. Charges for Specialized Services or Operations - The Port Operations Manager is authorized to develop and charge rates and fees for specialized services and those services not specified in the Tariff as requested by the party requesting those services and by mutual consent.
- d. Right to Refuse - Except where otherwise required by law, the Port Operations Manager has the authority to refuse to provide or to arrange for the provision of special services.
- e. Special Services – Any services rendered by the Port Operations Manager or the MSB not otherwise noted in this Tariff will be billed to the person requesting such services at the MSB's actual cost (including labor, equipment usage, mileage, and other costs). Any services arranged by the Port Operations Manager or MSB, but provided by a third party, will be charged to the person requesting such service at a flat fee of \$100.

**END OF TARIFF**



**MATANUSKA-SUSITNA BOROUGH**

**PORT FACILITY RULES AND  
REGULATIONS**

**Under the Authority of  
TARIFF / SCHEDULE NO. 3**

**For**

**PORT MACKENZIE AND ITS ASSOCIATED FACILITIES**

In Accordance with the Rules for Marine Terminal Operators in  
conformance with the Federal Maritime Commission

**Note: All previous Rules and Regulations  
written, printed or oral,  
Heretofore adopted, are hereby rescinded.**

**NAMING SUPPLEMENTAL RULES AND REGULATIONS  
FOR  
Operations and Personnel**

**AT  
PORT MACKENZIE FACILITIES  
Located at**

**Latitude 61.27 N, Longitude 149.92 W**

**EFFECTIVE \_\_\_\_\_, 2022**

## **REVISIONS**

| <b>Document</b>   | <b>Date</b> | <b>Section/Pages</b> | <b>Revised By</b>  |
|-------------------|-------------|----------------------|--------------------|
| Original Document |             | All                  | Port MacKenzie/MSB |
| Revision 1:       |             |                      |                    |
| Revision 2:       |             |                      |                    |
| Revision 3:       |             |                      |                    |
| Revision 4:       |             |                      |                    |
| Revision 5:       |             |                      |                    |
| Revision 6:       |             |                      |                    |
| Revision 7:       |             |                      |                    |
| Revision 8:       |             |                      |                    |
| Revision 9:       |             |                      |                    |
| Revision 10:      |             |                      |                    |
| Revision 11:      |             |                      |                    |
| Revision 12:      |             |                      |                    |
| Revision 13:      |             |                      |                    |
| Revision 14:      |             |                      |                    |



Matanuska-Susitna Borough, Port Mackenzie Marine Terminal  
TARIFF NO. 3 - SUPPLEMENTAL PORT FACILITY RULES AND REGULATIONS

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**RULE 1: INTRODUCTION**

1.01 SCOPE AND AUTHORITY - The rules, regulations, and/or conditions set forth in this document shall include all facilities owned or managed by the Matanuska-Susitna Borough (hereafter, "Mat-Su Borough" or "MSB") in the Port MacKenzie Port District (MSB 18.02.020), including the Port MacKenzie Marine Terminal. The MSB, through the respective Port Operations Manager or designee, has established these port facility Rules and Regulations in addition to the provisions of the tariff which shall apply to all terminal users and with the same authority and in the same manner as the tariff.

1.02 IMPLIED CONTRACT - Persons entering upon the specified port facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the port facilities as published.

1.03 APPLICABILITY - The rules, regulations, and conditions set forth in this document 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.

1.04 PERSONAL RISK - Persons entering the port facilities shall do so at their own risk.

1.05 CONTACTS - PORT MACKENZIE  
Matanuska-Susitna Borough  
350 E. Dahlia Avenue, Palmer, AK, 99645  
Therese Dolan – Port Operations Manager  
Office: (907) 861-7799, Cell: (907) 354-7414  
Email: [Therese.Dolan@matsugov.us](mailto:Therese.Dolan@matsugov.us)

1.06 HOURS OF OPERATION - Port MacKenzie operates 24 hours a day, 7 days a week, 365 days a year. The Administrative Offices are open from 8 AM – 5 PM local time Monday through Friday, excluding holidays. The MSB reserves the right to close port facilities at its discretion for its convenience.

Matanuska-Susitna Borough, Port Mackenzie Marine Terminal  
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1.07 HOLIDAYS- For the purposes of this document, the holidays listed below are observed by the MSB, or any day celebrated in lieu thereof.

|                            |                             |
|----------------------------|-----------------------------|
| New Year's Day             | January 1*                  |
| Presidents Day             | Third Monday in February    |
| Seward's Day               | Last Monday in March        |
| Memorial Day               | Last Monday in May          |
| Independence Day           | July 4*                     |
| Labor Day                  | First Monday in September   |
| Veterans Day               | November 11*                |
| Thanksgiving Day           | Fourth Thursday in November |
| The Day after Thanksgiving | Fourth Friday in November   |
| Christmas Day              | December 25*                |

\*When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday will be considered a holiday.

1.08 RIGHT OF FINAL DECISION - In the event of a dispute regarding any of the terms and conditions as stated in the terminal tariff, these Rules and Regulations, supplemental rules and regulations, or supplemental contracts, the decision of the Port Operations Manager shall be final.

1.09 ADDITIONAL COMPLIANCE - Users of the Port MacKenzie Marine Terminal as specified herein are subject to federal, state, and municipal regulations as applicable.

1.10 REGULATED TERMINAL - Users are advised that the Port MacKenzie Marine Terminal is subject to the federal security regulations under 33 CFR Part 105, Maritime Securities Facilities and such other applicable laws of the United States, State of Alaska, and local municipalities.

1.11 LICENSE REQUIREMENT- No party or contractor may conduct business within the Port District without a license issued by the Port Operations Manager.

1.12 PUBLIC THOROUGHFARES - The Port and its associated properties have restricted access.

1.13 SOLICITATION - Solicitation of any type within the Port District is prohibited.

1.14 ACCESS TO TERMINAL - Access to the port facilities is restricted to those parties licensed and engaged in the business of the port or have business on the port as approved by the Port Operations Manager. The Port Operations Manager shall, at all times, have the right to refuse access to the port or any portion thereof by any person or vessel or to remove any vessel, person, or cargo at any time from any dock or port facility.



Matanuska-Susitna Borough, Port Mackenzie Marine Terminal  
TARIFF NO. 3 - SUPPLEMENTAL PORT FACILITY RULES AND REGULATIONS

1.15 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 code enforcement at the direction of the Port Operations Manager.

1.16 UNAUTHORIZED PERSONS - No unauthorized persons are permitted in the Port at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

**RULE 2: ABBREVIATIONS AND DEFINITIONS**

2.01 ABBREVIATIONS

|        |                             |       |                        |
|--------|-----------------------------|-------|------------------------|
| @      | At                          | PM    | After noon, local time |
| %      | Per Cent                    | S.F.  | Square Feet            |
| AK     | State of Alaska             | Sq.   | Square                 |
| AM     | Before noon, local time     | ST    | Short Ton-2,000 pounds |
| BBL    | Barrel                      | S.T.  | Straight Time          |
| BDL    | Bundle                      | SU    | Set Up                 |
| BDU    | Bone Dry Unit               | Ro-Ro | Roll On-Roll Off       |
| BF     | Board Feet                  | T     | Ton                    |
| CFS    | Cargo Freight Station       | USD   | U.S. Dollars           |
| COR    | Certificate of Registry     | Viz.  | Specifically or Namely |
| Cu.Ft. | Cubic Feet                  | Wt.   | Wei                    |
| CWT    | Hundredweight-100lbs.       |       |                        |
| CY     | Container Yard              |       |                        |
| EA     | Each                        |       |                        |
| FMC    | Federal Maritime Commission |       |                        |
| FSO    | Facility Security Officer   |       |                        |
| FSP    | Facility Security Plan      |       |                        |
| Ft     | Feet                        |       |                        |
| K      | One Thousand                |       |                        |
| KD     | Knocked Down                |       |                        |
| KG     | Kilograms                   |       |                        |
| KHW    | Kilowatt Hour               |       |                        |
| Lbs.   | Pounds                      |       |                        |
| LT     | Long Ton-2,240 pounds       |       |                        |
| M      | Thousand                    |       |                        |
| MBF    | Thousand Board Feet         |       |                        |
| Meas.  | Measurement                 |       |                        |
| MT     | Metric Ton-2,205 pounds     |       |                        |
| NA     | Not Applicable              |       |                        |
| N.C.   | No Charge                   |       |                        |
| NOS    | Not Otherwise Specified     |       |                        |
| O.T.   | Overtime                    |       |                        |
| Pkg.   | Package                     |       |                        |

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2.02 DEFINITIONS

Unless provided otherwise in this Tariff, applicable definitions set forth in 46 CFR part 525.1(c) shall control.

1. BARREL - equivalent to 42 US gallons of fresh water.
2. BERTH - Shall mean the area of water alongside a pier where a vessel is docked.
3. CARGO - Merchandise to be loaded on or discharged from a vessel, truck, container or railcar.
4. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
5. CURRENCY - For the purposes of rates and charges as outlined in this Tariff, all rates shall mean US Dollars.
6. DEMURRAGE - This is the charge assessed against cargo which remains on the pier after expiration of the free time allowed.
7. DUNNAGE - pieces of wood, matting, synthetic material or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
8. DOCK - Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the MSB.
9. DOCKAGE - Charges assessed against the vessel for the service of providing space alongside of a wharf, pier, within a slip or adjacent seawall structure for the docking or berthing of watercraft, or the mooring thereof, or other watercraft so berthed.
10. FACILITY SECURITY OFFICER (FSO) - The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 CFR Part 105.
11. FACILITY SECURITY PLAN (FSP) - The plan for terminal security under the requirements of 33 CFR Part 105, Maritime Security: Facilities.
12. FREE TIME - This is the time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, or immediately subsequent to its discharge from a vessel until such time the cargo is removed from the terminal or associated facilities.

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13. FREIGHT – Shall mean cargo (see “cargo”), or other materials delivered to a vessel as supplies for that vessel.
14. HANDLING - Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.
15. HANDLING CHARGE - Handling Charge is the charge assessed in performing loading or discharge of cargo between vessel’s cargo handling equipment, or Terminal’s cargo handling equipment, and place of rest on dock, truck, vessel, or other conveyance.
16. HAZARDOUS CARGO - Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Department of Environmental Protection as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling and disposal.
17. HOT WORK - Hot work means work involving electric or gas welding, cutting, brazing, or similar flame or spark-producing operations.
18. LICENSE - Shall mean a document issued by the Port Operations Manager granting permission to the licensee to conduct business on the property managed by the MSB.
19. LAYBERTHING - A vessel moored at the pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
20. LIVESTOCK - Shall mean any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
21. LONGSHOREMAN - Shall mean any person engaged in the handling of cargo.
22. MANIFEST - Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
23. MSB – Shall mean the Matanuska-Susitna Borough or its duly authorized representative, including, but not limited to, the Port Operations Manager
24. OVERALL - Shall mean the greatest distance between two points either above or below the water.
25. OVERSIDE CARGO HANDLING - shall mean shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.

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26. PACKAGE - A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
27. PALLETIZED FREIGHT - Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
28. PER DIEM - Shall mean a period of one day equivalent to 24 hours.
29. PERSON - Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
30. PIER - The fixed structure along the water's edge to which is a vessel may be tied up and moored.
31. PERISHABLE CARGO - Shall mean such agricultural or seafood products required to be stored and transported in temperature-controlled environments.
32. PORT - Port shall mean all lands designated in the Point MacKenzie Port District (MSB 18.02.020) including the dock, submerged lands, tidelands, and upland sections.
33. PORT OPERATIONS MANAGER - Under this Tariff shall mean the senior manager, or his/her designee, who shall be the local representative responsible for the management of the designated marine terminal facility and port properties.
34. PROCESSED - Shall mean that cargo has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
35. REEFER - Shall mean refrigerated cargo or the temperature-controlled unit it is contained within.
36. RO-RO RAMP - The floating or fixed ramps at the facilities used for the transferring of vehicles to and from vessels.
37. SEAFOOD - Shall mean any species of fish, shellfish, or other aquatic animal harvested from any body of water.
38. SLIP - A berth for smaller vessels.
39. STEVEDORE - Shall mean any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel

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operator at marine facilities.

40. STRIKE STORAGE - Charge assessed against cargo remaining on the pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
41. TENANT - Any party that leases property for exclusive or non-exclusive use at a marine facility.
42. TERMINAL - Terminal shall include all land, docks, piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, cargo-handling equipment, and other infrastructure associated with the marine facilities under the management and control of the MSB within the Port District.
43. TERMINAL OPERATOR – Shall mean the MSB or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal, and approved to do so by the Port Operations Manager.
44. TERMINAL OPERATOR PERMIT – A permit issued by the Port Operations Manager to a qualified entity for operating at the Marine Terminal in the Port.
45. TERMINAL STORAGE - The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time and demurrage, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.
46. TON - Measure of weight as follows:
- a. Short Ton as expressed in this Tariff shall mean 2,000 pounds US.
  - b. Long Ton as expressed in this Tariff shall mean 2,240 pounds US.
  - c. Metric Ton as expressed in this Tariff shall mean 2,205 pounds US.
47. USER – Any party undertaking operations on Port property, including transportation providers, terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations on Port property.
48. VEHICLE - Shall mean any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
49. VESSEL - Vessel shall mean any floating craft, self-propelled or non-self-propelled, including commercial vessels, ships, and boats; fishing boats; recreational boats; barges; skiffs; or similar craft; as well as public vessels and craft.
50. VESSEL OPERATOR – Shall mean the operator, owner or designee of Vessel.



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51. WHARF - Shall mean the cargo handling area located on the terminal.
52. WHARFAGE - Wharfage is 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.
53. WHARF DEMURRAGE - See demurrage.
54. WHARF STORAGE - Charge assessed against cargo remaining on a pier or wharf after the expiration of free time, or for providing warehousing or other uses of terminal facilities for the storage of inbound, outbound, import or export cargo, with the permission of the Port Operations Manager.

**RULE 3: OPERATIONAL REQUIREMENTS**

3.01 DAMAGE TO FACILITIES - Vessel Operators and all other users are held liable for any damage to facilities resulting from their use. Vessel Operators will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port Operations Manager 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.

3.02 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.

3.03 HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored on the Terminal by any persons without permission of the Port Operations Manager.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Port shall comply with all relevant provisions of Federal, State, Municipal, and MSB laws and regulations in the disposition of hazardous waste materials.

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- d. Said disposition shall be in such a manner that the MSB shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials

3.04 VEHICLE PARKING - No persons shall be allowed to park automobiles on the Terminal or pier without express permission from the Port Operations Manager. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the MSB shall not be held liable for any loss or damage resulting from such parking. The Port Operations Manager shall designate those areas on the Terminal or other Port property where parking is permitted, and may issue, or cause to be issued, parking permits for vehicles. Vehicles not parked in designated or permitted areas may be towed at the owner's expense.

3.05 VEHICLE OPERATIONS - All persons operating a vehicle on the terminal must wear seatbelts. Vehicle speed may not exceed 15 miles per hour on the terminal unless otherwise posted. Vehicles may not be left idling when unattended.

3.06 SMOKING - There is NO Smoking allowed in any of the buildings in the Port. No smoking shall be allowed on piers or aprons, except in approved areas or locations specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Operations Manager, from further use of any port facilities or adjacent area, and in addition, shall be subject to prosecution under the applicable Federal, State and Municipal laws.

3.07 HOT WORK - There is no burning or welding on the pier or on vessels alongside of the pier unless written permission of the Port Operations Manager is granted, a plan is submitted to and approved by the Port Operations Manager, and the following conditions are met:

- a. The user wishing to perform the hot work complies with all federal, state, and municipal laws, ordinances, and regulations governing the performance of hot work, including those set forth in 33 CFR 126;
- b. The user wishing to perform the hot work notifies the Captain of the Port (COTP) of where the user wishes to perform the work, the distance of that area from any dangerous cargoes, and the work plan the user has generated;
- c. All flammable vapors, liquids, and/or solids have been completely removed from any container, pipe, or transfer pipe to be worked on;
- d. Any tanks to be worked on that are typically used for the storage of flammable or combustible substances are tested and certified gas-free;

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- e. No gas-freeing operations, related to bulk cargo operations involving flammable or combustible materials, are occurring within 100 feet (30.5 meters) of the planned work area;
- f. No fueling is occurring within 100 feet (30.5 meters) of the planned work area;
- g. No hazardous materials are within 50 feet (15.25 meters) of the planned work area;
- h. Any hot work on the boundary of a compartment (e.g. a bulkhead, wall, or deck) has a fire watch stationed in the adjoining compartment (in addition to fire watch(es) required by NFPA 51B);
- i. Personnel on fire watch have no other duties other than to watch for the presence of fire and prevent the development of hazardous conditions;
- j. All safety precautions in relation to purging, inerting, and/or venting related to hot work on containers are followed; and
- k. Should a fire or other hazard occur, all cutting, welding, or other hot work operations and equipment are shut down immediately.

3.08. EQUIPMENT - Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within port facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Port Operations Manager of such arrangements.

3.09 REQUIRED STORAGE CLEARANCES - When storing cargo at the Port, the following clearances shall be maintained:

- a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
- b. There shall be maintained at least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.
- c. When first-aid fire appliances, alarm boxes, other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at

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least three (3) feet in width running therefrom to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.

- d. A main aisle of at least twenty (20) feet in width shall be maintained on the Terminal to allow fire trucks or other emergency vehicles to have access throughout the Terminal and onto the pier.
- e. Cross aisles, at least five (5) feet wide and straight shall be maintained at intervals not exceeding seventy-five (75) feet, and extending to the side of any Port facility.
- f. Free and unobstructed operation of all automatic operating fire gates.
- g. Free unobstructed and direct access to all buildings and fire hydrants by the Fire Department.
- h. Flammable or combustible cargo, freight, merchandise or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet. All cargo, freight, or other materials stored in port buildings, shall be so tiered as to maintain a clearance between the upper level of the top tier and trusses, beams, girders, or other structural members of not less than 36", and between such upper level and sprinkler heads a clearance of at least 12" shall be maintained.
- i. No cargo shall be placed or stacked on any portion of the facility not approved by the Port Operations Manager, nor will persons be allowed pedestrian access to any restricted areas of the Terminal unless properly isolated under the Terminal's Facility Security Plan (FSP).

3.10 SNOW REMOVAL AND DISPOSAL - All snow removal must be done in accordance with local municipal codes. State law prohibits the disposal of snow or ice in the waterway.

3.11 SNOW REMOVAL FROM VEHICLES - All snow and ice must be removed from the tops of cargo, containers, rail cars, and truck bodies before entering or leaving the terminal.

3.12 REPORTING OF TERMINAL ACTIVITY - All information on cargo handled at the Terminal that is required by the Port Operations Manager must be reported to the Port Operations Manager in a timely manner as stipulated under licenses granted to users of the Terminal. Failure to do so will result in a fine and/or the suspension of or revoking of licenses to conduct business on the Terminal.

3.13 PIER LOADING – A pier loading permit is required for cargo that may require additional equipment or specialized handling as stipulated in the tariff.

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**RULE 4: COMMUNICATIONS**

4.01 COMMUNICATIONS BEFORE MOORING – Vessels wishing to moor at the Terminal must make application to the MSB as stated in the tariff. All vessels mooring at the Terminal must provide confirmation of berthing to the Port Operations Manager at least 12 hours in advance of arrival. All berthing must be approved by the Port Operations Manager.

4.02 COMMUNICATIONS ALONGSIDE - All vessels moored at the Terminal must have the ability to accept and make phone calls and/or communicate by radio. The means and contact information must be provided to the Port Operations Manager upon docking.

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

**RULE 5: MOORING AT BERTHS**

5.01 MOORING LINES - Vessel moored at the terminal must:

- a. Be properly manned at all times, however, should a barge without adequate protective quarters be berthed at the terminal, such manning may be located on a towing vessel immediately adjacent to the barge;
- b. Have on board sufficient personnel to move the vessel in case of emergency.
- c. Have on board, at all times (24/7), manning sufficient to adjust mooring lines in order to adapt to changing tidal conditions, due to the tidal extremes in excess of 40 feet in Cook Inlet; and
- d. Meet international and Federal Security regulations and other rules including properly-licensed and documented personnel.

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

5.03 WINCHES - Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times.

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 Port Operations Manager reserves the right to order one or more tugs if, in his/her opinion, the use of assist tug(s) is appropriate. In such case, the vessel operator shall be responsible for the cost of the assist tug(s).

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

5.06 MAINTENANCE - Any user wishing to conduct equipment or vessel maintenance must notify the Port Operations Manager. Permits are required for hot work.

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 the Port is prohibited.

5.08 STACK EMISSIONS - Visible and noxious stack emissions by vessels while moored at the Terminal is prohibited.

5.09 TRASH - The discharge of trash into the waters of the Port or onto any of the property of the MSB is prohibited. Trash removal must be contracted to a licensed vendor approved by the Port Operations Manager.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS - The vessel operator shall take all precautions to ensure that any liquid waste discharged into tank trucks ashore is done in such a manner to conform with US non-pollution requirements and in a manner to prevent spills into the waters of the Port or on Terminal property. Only licensed vendors may be used for such waste discharge. Any spills must be reported to the terminal immediately and, if in the waters of harbor, to the US Coast Guard.

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

5.12 LINEHANDLING - Only licensed vendors may handle lines at the terminal.

5.13 LIGHTING - Vessels moored alongside the Terminal dock shall be properly lit at all times of dusk, darkness, and limited visibility.

5.14 RAT GUARDS - Rat guards shall be properly fitted and maintained to prevent invasive species from entering the Port's facilities.

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**RULE 6: SECURITY**

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

6.02 COMMUNICATIONS – All users shall maintain proper communications with port security at all times. Users are required to report any violations of safety or security regulations and/or suspicious activity immediately upon discovery. All persons handling security requirements at the Port must be able to speak English.

6.03 CREW IDENTIFICATION - All crew members joining or departing vessels, as well as those on shore leave, must have proper identification when on the terminal.

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 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 Port Operations Manager. All vehicles are subject to search when entering or leaving the terminal.

6.06 IDENTIFICATION BADGES - All persons conducting business on the terminal or upon entry shall have their Transportation Worker Identification Credential (TWIC) displayed on their outer clothing or readily available for inspection. For visitors see infra 6.08.

6.07 CARGO, PASSENGER AND CREW MANIFESTS - 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 Port Operations Manager in advance of the vessel's arrival.

6.08 TWIC - All persons at the terminal are subject to 33 CFR Part 105 regulations, and are required to have a valid TWIC or be escorted by a person with a valid TWIC.

6.09 PRIVATE VEHICLE ACCESS - Private vehicles are not permitted on Terminal dock areas or aprons without express permission of the Port Operations Manager.

6.10 ACCESS BY OTHER THAN VESSEL PERSONNEL - No persons, aside from vessel crew, may access vessels at the Terminal without advance notification and permission of the Port Operations Manager.

6.11 MULTIPLE BERTHING DOS - For vessels that frequently call upon the Terminal, a Declaration of Security for each interface is not required if the vessel and MSB enter

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into a written agreement stating the responsibility for each during the vessel/terminal interface. These agreements may be included in the Vessel Security Plan and the Facility Security Plan, and must be renewed every 90 days.

6.12 ESCORT REQUIRED – Persons seeking access to restricted areas must have approval from the Port Operations Manager and must have proper credentials for access to restricted areas or be escorted by persons with such credentials.

**RULE 7: BUNKERING, FUELING, LIQUID BULK PETROLEUM TRANSFER**

7.01 COMPLIANCE – Bunkering, fueling, and liquid bulk petroleum transfer operations at the Terminal shall be done only with the permission of the Port Operations Manager and in accordance with US Coast Guard regulations; 33 CFR Parts 155 & 156; 46 CFR Sections 12, 15, & 35; State environmental protection regulations; and MSB Code provisions, including Chapter 1.10.125 (Adoption of Uniform Fire Code). Such operations shall be conducted in a manner to prevent spills into the waters of the State of Alaska and/or on Port property. Only licensed vendors or operators may conduct such transfers.

7.02 SHIP/SHORE SAFETY CHECK LIST - Prior to the transfer of bunkers or fuel, the vessel operator and Port Operations Manager shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.03 FIREFIGHTING EQUIPMENT - All vessels shall have firefighting equipment ready for use during bunkering. All personnel involved in bunkering, fueling, and/or liquid bulk transfer operations must be trained in firefighting. Each transfer operation shall have a designated and qualified Person-in-Charge (PIC).

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

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

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

7.07 EMERGENCY SHUTDOWN - An emergency shutdown procedure shall be established by persons handling bunkering, fueling, and/or liquid bulk transfer operations. Such procedure shall be established and tested prior to the transfer of fuel.

7.08 COMMUNICATIONS - All personnel involved in fueling or bunkering operations shall remain in close communications at all times.

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7.09 SPILLS - Any spills must be reported to the Port Operations Manager immediately and, if in the waters of the harbor, to the US Coast Guard. Any spills on Port property will be cleaned up immediately at the expense of the user responsible.

7.10 HEATING/CLEARING OF LINES – Vessel operators are responsible for providing steam or other heating means to ensure the proper flow of petroleum products requiring heat. Vessel operators are responsible for clearing all petroleum products from lines located at the Port after transfer operations are completed. Should the MSB provide any heating or clearing services, fees may apply per the tariff.

**RULE 8: SAFETY**

8.01 COMPLIANCE - All personnel entering the Port shall comply with federal safety requirements as established by the Occupational Safety and Health Administration (OSHA) for marine facilities.

8.02 PERSONAL SAFETY EQUIPMENT – All persons on the Terminal, including those not employed by the MSB 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/or 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 the event of a medical emergency or accident, any persons observing the emergency must call 911, ensure the area is safe to render aid, and render aid. The Port Operations Manager must be notified of all such medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS - The Port Operations Manager reserves the right to conduct announced or unannounced inspections to ensure compliance with these regulations. Operations may be halted, or personnel directed out of the Port, at the discretion of the Port Operations Manager for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS - All vehicles engaged in operations on the Terminal 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, shall display a flashing amber light.

**RULE 9: MISCELLANEOUS REGULATIONS**

9.01 DUNNAGE AND PALLETS - All dunnage entering the Port utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent. No dunnage or pallets may be left at the terminal without permission of the Port Operations Manager. Broken material or



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material slated for disposal must be removed immediately. The Port Operations Manager reserves the right to have any waste removed at the expense of the user(s) responsible.

9.02 UNLAWFUL ACTS - Unlawful acts committed by persons on the Port of any type shall be referred to local law enforcement for action.

9.03 CONDUCT - All persons on the Terminal shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Port Operations Manager reserves the right to have persons removed or barred from the Port for non-compliance.

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

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES - No weapons of any type are permitted in the Port except for those carried by persons in law enforcement in the execution of their duties. Ammunition and explosives are prohibited from the Port without proper permits, handling procedures defined, and permission of the Port Operations Manager.

9.06 PERSONS INTOXICATED - No person who appear to be visibility intoxicated shall be permitted in the Port. Persons in the Port who are intoxicated shall be removed immediately.

9.07 DRUGS AND ILLEGAL SUBSTANCES - The use or possession of illegal drugs or other substances in the Port is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.08 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 Port Operations Manager.

9.09 RADIOACTIVE MATERIAL - The handling of radioactive material in any form is prohibited at the terminal.

9.10 COMPRESSED GAS - Compressed gasses must be properly stored on the Terminal in designated areas as established by the Port Operations Manager.

9.11 HANDICAPPED ACCESS - Handicapped access to vessels berthed at the Terminal is not provided. All buildings in the Port are handicapped-accessible in conformance with the Americans with Disabilities Act.

Matanuska-Susitna Borough, Port Mackenzie Marine Terminal  
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9.12 CONFINEMENT OF PASSENGERS AND CREW - Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessel's expense. Port facilities are not provided for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

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

9.14 LAYBERTHING - Vessel operators that are responsible for vessels layberthed at the Terminal in inactive status shall inspect such vessels regularly as specified by the Port Operations Manager. Such inspections and condition of vessels are to be reported to the Port Operations Manager. The Port Operations Manager 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 Port Operations Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be directed to be removed from the Terminal or removed at the owner's expense.

**END OF TERMINAL RULES AND REGULATIONS**



**MATANUSKA-SUSITNA BOROUGH**

**PORT FACILITY RULES AND  
REGULATIONS**

**Under the Authority of  
TARIFF / SCHEDULE NO. 3**

**For**

**PORT MACKENZIE AND ITS ASSOCIATED FACILITIES**

In Accordance with the Rules for Marine Terminal Operators in  
conformance with the Federal Maritime Commission

**Note: All previous Rules and Regulations  
written, printed or oral,  
Heretofore adopted, are hereby rescinded.**

**NAMING SUPPLEMENTAL RULES AND REGULATIONS  
FOR  
Operations and Personnel**

**AT  
PORT MACKENZIE FACILITIES  
Located at**

**Latitude 61.27 N, Longitude 149.92 W**

**EFFECTIVE \_\_\_\_\_, 2022**

## **REVISIONS**

| <b>Document</b>   | <b>Date</b> | <b>Section/Pages</b> | <b>Revised By</b>  |
|-------------------|-------------|----------------------|--------------------|
| Original Document |             | All                  | Port MacKenzie/MSB |
| Revision 1:       |             |                      |                    |
| Revision 2:       |             |                      |                    |
| Revision 3:       |             |                      |                    |
| Revision 4:       |             |                      |                    |
| Revision 5:       |             |                      |                    |
| Revision 6:       |             |                      |                    |
| Revision 7:       |             |                      |                    |
| Revision 8:       |             |                      |                    |
| Revision 9:       |             |                      |                    |
| Revision 10:      |             |                      |                    |
| Revision 11:      |             |                      |                    |
| Revision 12:      |             |                      |                    |
| Revision 13:      |             |                      |                    |
| Revision 14:      |             |                      |                    |

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**RULE 1: INTRODUCTION**

1.01 SCOPE AND AUTHORITY - The rules, regulations, and/or conditions set forth in this document shall include all facilities owned or managed by the Matanuska-Susitna Borough (hereafter, "Mat-Su Borough" or "MSB") in the Port MacKenzie Port District (MSB 18.02.020), including the Port MacKenzie Marine Terminal. The MSB, through the respective Port Operations Manager or designee, has established these port facility Rules and Regulations in addition to the provisions of the tariff which shall apply to all terminal users and with the same authority and in the same manner as the tariff.

1.02 IMPLIED CONTRACT - Persons entering upon the specified port facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the port facilities as published.

1.03 APPLICABILITY - The rules, regulations, and conditions set forth in this document 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.

1.04 PERSONAL RISK - Persons entering the port facilities shall do so at their own risk.

1.05 CONTACTS - PORT MACKENZIE

Matanuska-Susitna Borough  
350 E. Dahlia Avenue, Palmer, AK, 99645  
Therese Dolan – Port Operations Manager  
Office: (907) 861-7799, Cell: (907) 354-7414  
Email: [Therese.Dolan@matsugov.us](mailto:Therese.Dolan@matsugov.us)

1.06 HOURS OF OPERATION - Port MacKenzie operates 24 hours a day, 7 days a week, 365 days a year. The Administrative Offices are open from 8 AM – 5 PM local time Monday through Friday, excluding holidays. The MSB reserves the right to close port facilities at its discretion for its convenience.

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1.07 HOLIDAYS- For the purposes of this document, the holidays listed below are observed by the MSB, or any day celebrated in lieu thereof.

|                            |                             |
|----------------------------|-----------------------------|
| New Year's Day             | January 1*                  |
| Presidents Day             | Third Monday in February    |
| Seward's Day               | Last Monday in March        |
| Memorial Day               | Last Monday in May          |
| Independence Day           | July 4*                     |
| Labor Day                  | First Monday in September   |
| Veterans Day               | November 11*                |
| Thanksgiving Day           | Fourth Thursday in November |
| The Day after Thanksgiving | Fourth Friday in November   |
| Christmas Day              | December 25*                |

\*When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday will be considered a holiday.

1.08 RIGHT OF FINAL DECISION - In the event of a dispute regarding any of the terms and conditions as stated in the terminal tariff, these Rules and Regulations, supplemental rules and regulations, or supplemental contracts, the decision of the Port Operations Manager shall be final.

1.09 ADDITIONAL COMPLIANCE - Users of the Port MacKenzie Marine Terminal as specified herein are subject to federal, state, and municipal regulations as applicable.

1.10 REGULATED TERMINAL - Users are advised that the Port MacKenzie Marine Terminal is subject to the federal security regulations under 33 CFR Part 105, Maritime Securities Facilities and such other applicable laws of the United States, State of Alaska, and local municipalities.

1.11 LICENSE REQUIREMENT- No party or contractor may conduct business within the Port District without a license issued by the Port Operations Manager.

1.12 PUBLIC THOROUGHFARES - The Port and its associated properties have restricted access.

1.13 SOLICITATION - Solicitation of any type within the Port District is prohibited.

1.14 ACCESS TO TERMINAL - Access to the port facilities is restricted to those parties licensed and engaged in the business of the port or have business on the port as approved by the Port Operations Manager. The Port Operations Manager shall, at all times, have the right to refuse access to the port or any portion thereof by any person or vessel or to remove any vessel, person, or cargo at any time from any dock or port facility.

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1.15 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 code enforcement at the direction of the Port Operations Manager.

1.16 UNAUTHORIZED PERSONS - No unauthorized persons are permitted in the Port at any time. Unauthorized persons are subject to confinement by security and arrest by local code enforcement.

## **RULE 2: ABBREVIATIONS AND DEFINITIONS**

### 2.01 ABBREVIATIONS

|        |                             |       |                        |
|--------|-----------------------------|-------|------------------------|
| @      | At                          | PM    | After noon, local time |
| %      | Per Cent                    | S.F.  | Square Feet            |
| AK     | State of Alaska             | Sq.   | Square                 |
| AM     | Before noon, local time     | ST    | Short Ton-2,000 pounds |
| BBL    | Barrel                      | S.T.  | Straight Time          |
| BDL    | Bundle                      | SU    | Set Up                 |
| BDU    | Bone Dry Unit               | Ro-Ro | Roll On-Roll Off       |
| BF     | Board Feet                  | T     | Ton                    |
| CFS    | Cargo Freight Station       | USD   | U.S. Dollars           |
| COR    | Certificate of Registry     | Viz.  | Specifically or Namely |
| Cu.Ft. | Cubic Feet                  | Wt.   | Wei                    |
| CWT    | Hundredweight-100lbs.       |       |                        |
| CY     | Container Yard              |       |                        |
| EA     | Each                        |       |                        |
| FMC    | Federal Maritime Commission |       |                        |
| FSO    | Facility Security Officer   |       |                        |
| FSP    | Facility Security Plan      |       |                        |
| Ft     | Feet                        |       |                        |
| K      | One Thousand                |       |                        |
| KD     | Knocked Down                |       |                        |
| KG     | Kilograms                   |       |                        |
| KHW    | Kilowatt Hour               |       |                        |
| Lbs.   | Pounds                      |       |                        |
| LT     | Long Ton-2,240 pounds       |       |                        |
| M      | Thousand                    |       |                        |
| MBF    | Thousand Board Feet         |       |                        |
| Meas.  | Measurement                 |       |                        |
| MT     | Metric Ton-2,205 pounds     |       |                        |
| NA     | Not Applicable              |       |                        |
| N.C.   | No Charge                   |       |                        |
| NOS    | Not Otherwise Specified     |       |                        |
| O.T.   | Overtime                    |       |                        |
| Pkg.   | Package                     |       |                        |

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2.02 DEFINITIONS

Unless provided otherwise in this Tariff, applicable definitions set forth in 46 CFR part 525.1(c) shall control.

1. BARREL - equivalent to 42 US gallons of fresh water.
2. BERTH - Shall mean the area of water alongside a pier where a vessel is docked.
3. CARGO - Merchandise to be loaded on or discharged from a vessel, truck, container or railcar.
4. CARGO OWNER – The party or corporation, including shippers, agents, or their designees, that is/are responsible for the management of cargo handled at the Terminal.
5. CURRENCY - For the purposes of rates and charges as outlined in this Tariff, all rates shall mean US Dollars.
6. DEMURRAGE - This is the charge assessed against cargo which remains on the pier after expiration of the free time allowed.
7. DUNNAGE - pieces of wood, matting, synthetic material or similar material used to secure cargo aboard a vessel or used for handling and storing cargo ashore.
8. DOCK - Shall mean all docks, floats, slips, wharves, ramps, piers, bulkheads, dolphins, and sea walls owned or operated by the MSB.
9. DOCKAGE - Charges assessed against the vessel for the service of providing space alongside of a wharf, pier, within a slip or adjacent seawall structure for the docking or berthing of watercraft, or the mooring thereof, or other watercraft so berthed.
10. FACILITY SECURITY OFFICER (FSO) - The designated individual, or their designee, responsible for the requirements of the Facility Security Plan under 33 CFR Part 105.
11. FACILITY SECURITY PLAN (FSP) - The plan for terminal security under the requirements of 33 CFR Part 105, Maritime Security: Facilities.
12. FREE TIME - This is the time period during which cargo may occupy space assigned to it on the Terminal without being subject to demurrage or storage charges, including cargo allowed to remain on the Terminal or property free of charge immediately prior to the loading of the vessel, or immediately subsequent to its discharge from a vessel until such time the cargo is removed from the terminal or associated facilities.



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13. FREIGHT – Shall mean cargo (see “cargo”), or other materials delivered to a vessel as supplies for that vessel.
14. HANDLING - Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.
15. HANDLING CHARGE - Handling Charge is the charge assessed in performing loading or discharge of cargo between vessel’s cargo handling equipment, or Terminal’s cargo handling equipment, and place of rest on dock, truck, vessel, or other conveyance.
16. HAZARDOUS CARGO - Shall mean any liquid or solid material as defined under 49 CFR Parts 171-179, or as designated by the US EPA and/or the Department of Environmental Protection as hazardous waste, including waste oils, solvents and other substances requiring special protections, handling and disposal.
17. HOT WORK - Hot work means work involving electric or gas welding, cutting, brazing, or similar flame or spark-producing operations.
18. LICENSE - Shall mean a document issued by the Port Operations Manager granting permission to the licensee to conduct business on the property managed by the MSB.
19. LAYBERTHING - A vessel moored at the pier in an inactive status and not engaged in operations, cargo handling or active use. Special provisions may apply.
20. LIVESTOCK - Shall mean any live animal, such as cows, horses, sheep, goats, pigs, canines, caged birds, and other creatures handled as cargo, excluding seafood.
21. LONGSHOREMAN - Shall mean any person engaged in the handling of cargo.
22. MANIFEST - Shall mean any formal list of cargo loaded onto or discharged from, or persons arriving on or embarking on, a vessel, including crew.
23. MSB – Shall mean the Matanuska-Susitna Borough or its duly authorized representative, including, but not limited to, the Port Operations Manager
24. OVERALL - Shall mean the greatest distance between two points either above or below the water.
25. OVERSIDE CARGO HANDLING - shall mean shipments handled over the rail or deck edge of a vessel (overside) of a vessel or vessels alongside dock where freight or cargo is transferred directly between vessels berthed at wharf, but not using facilities of wharf in its transfer, or freight received by vessel or discharged into the water, to barges, boats, or other vessels, while vessel is berthed at wharf.

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26. PACKAGE - A container other than a standard steel intermodal shipping container such as a barrel (other than barrel of liquid) for dry material, fish product container, palletized and wrapped material, or other type container used for the handling of dry commodities.
27. PALLETIZED FREIGHT - Freight attached to a pallet which may be wrapped or attached by other means for individual handling.
28. PER DIEM - Shall mean a period of one day equivalent to 24 hours.
29. PERSON - Vessels, agents, owners, masters, and operators, including but not limited to, natural persons, artificial persons, corporations, partnerships, organizations, and associations, and to sovereigns, governments, nations, states, municipalities and agents and/or their instruments thereof.
30. PIER - The fixed structure along the water's edge to which is a vessel may be tied up and moored.
31. PERISHABLE CARGO - Shall mean such agricultural or seafood products required to be stored and transported in temperature-controlled environments.
32. PORT - Port shall mean all lands designated in the Point MacKenzie Port District (MSB 18.02.020) including the dock, submerged lands, tidelands, and upland sections.
33. PORT OPERATIONS MANAGER - Under this Tariff shall mean the senior manager, or his/her designee, who shall be the local representative responsible for the management of the designated marine terminal facility and port properties.
34. PROCESSED - Shall mean that cargo has been significantly altered to increase its monetary value or physically changed in such a way that its primary use has been changed.
35. REEFER - Shall mean refrigerated cargo or the temperature-controlled unit it is contained within.
36. RO-RO RAMP - The floating or fixed ramps at the facilities used for the transferring of vehicles to and from vessels.
37. SEAFOOD - Shall mean any species of fish, shellfish, or other aquatic animal harvested from any body of water.
38. SLIP - A berth for smaller vessels.
39. STEVEDORE - Shall mean any management company or entity engaged in the management of the handling of cargo and/or passengers, on behalf of the vessel

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operator at marine facilities.

40. STRIKE STORAGE - Charge assessed against cargo remaining on the pier at the commencement of a strike or other labor action, which prevents receipt or delivery of cargo. The time period for this charge begins upon expiration of free time and ends upon removal or clearance of the cargo from the Pier.
41. TENANT - Any party that leases property for exclusive or non-exclusive use at a marine facility.
42. TERMINAL - Terminal shall include all land, docks, piers, slips, wharves, ramps, bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, cargo-handling equipment, and other infrastructure associated with the marine facilities under the management and control of the MSB within the Port District.
43. TERMINAL OPERATOR – Shall mean the MSB or an entity holding an authorized Terminal Operator Permit to handle cargo operations at the Terminal, and approved to do so by the Port Operations Manager.
44. TERMINAL OPERATOR PERMIT – A permit issued by the Port Operations Manager to a qualified entity for operating at the Marine Terminal in the Port.
45. TERMINAL STORAGE - The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time and demurrage, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.
46. TON - Measure of weight as follows:
- a. Short Ton as expressed in this Tariff shall mean 2,000 pounds US.
  - b. Long Ton as expressed in this Tariff shall mean 2,240 pounds US.
  - c. Metric Ton as expressed in this Tariff shall mean 2,205 pounds US.
47. USER – Any party undertaking operations on Port property, including transportation providers, terminal operators, stevedores, longshoremen, cargo owners, or other entities responsible for operations on Port property.
48. VEHICLE - Shall mean any car, truck, or other mobile unit, either self-propelled or not self-propelled by nature of design or inoperative, including cars, trucks, wheeled equipment, cranes, construction and heavy equipment and mobile weapons.
49. VESSEL - Vessel shall mean any floating craft, self-propelled or non-self-propelled, including commercial vessels, ships, and boats; fishing boats; recreational boats; barges; skiffs; or similar craft; as well as public vessels and craft.
50. VESSEL OPERATOR – Shall mean the operator, owner or designee of Vessel.

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51. WHARF - Shall mean the cargo handling area located on the terminal.
52. WHARFAGE - Wharfage is 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.
53. WHARF DEMURRAGE - See demurrage.
54. WHARF STORAGE - Charge assessed against cargo remaining on a pier or wharf after the expiration of free time, or for providing warehousing or other uses of terminal facilities for the storage of inbound, outbound, import or export cargo, with the permission of the Port Operations Manager.

**RULE 3: OPERATIONAL REQUIREMENTS**

3.01 DAMAGE TO FACILITIES - Vessel Operators and all other users are held liable for any damage to facilities resulting from their use. Vessel Operators will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port Operations Manager 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.

3.02 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.

3.03 HAZARDOUS MATERIAL STORAGE AND WASTE –

- a. No dangerous or hazardous waste materials may be stored on the Terminal by any persons without permission of the Port Operations Manager.
- b. All such materials, liquid or solid, must be promptly removed from the premises at the completion of loading, unloading, or maintenance operations at the expense of the persons responsible for such materials.
- c. All persons at the Port shall comply with all relevant provisions of Federal, State, Municipal, and MSB laws and regulations in the disposition of hazardous waste materials.

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- d. Said disposition shall be in such a manner that the MSB shall have no liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA 1980) for the removal or disposal of such materials

3.04 VEHICLE PARKING - No persons shall be allowed to park automobiles on the Terminal or pier without express permission from the Port Operations Manager. When such permission is granted, parking shall be entirely at the risk of the owner and/or operator, and the MSB shall not be held liable for any loss or damage resulting from such parking. The Port Operations Manager shall designate those areas on the Terminal or other Port property where parking is permitted, and may issue, or cause to be issued, parking permits for vehicles. Vehicles not parked in designated or permitted areas may be towed at the owner's expense.

3.05 VEHICLE OPERATIONS - All persons operating a vehicle on the terminal must wear seatbelts. Vehicle speed may not exceed 15 miles per hour on the terminal unless otherwise posted. Vehicles may not be left idling when unattended.

3.06 SMOKING - There is NO Smoking allowed in any of the buildings in the Port. No smoking shall be allowed on piers or aprons, except in approved areas or locations specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Operations Manager, from further use of any port facilities or adjacent area, and in addition, shall be subject to prosecution under the applicable Federal, State and Municipal laws.

3.07 HOT WORK - There is no burning or welding on the pier or on vessels alongside of the pier unless written permission of the Port Operations Manager is granted, a plan is submitted to and approved by the Port Operations Manager, and the following conditions are met:

- a. The user wishing to perform the hot work complies with all federal, state, and municipal laws, ordinances, and regulations governing the performance of hot work, including those set forth in 33 CFR 126;
- b. The user wishing to perform the hot work notifies the Captain of the Port (COTP) of where the user wishes to perform the work, the distance of that area from any dangerous cargoes, and the work plan the user has generated;
- c. All flammable vapors, liquids, and/or solids have been completely removed from any container, pipe, or transfer pipe to be worked on;
- d. Any tanks to be worked on that are typically used for the storage of flammable or combustible substances are tested and certified gas-free;



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- e. No gas-freeing operations, related to bulk cargo operations involving flammable or combustible materials, are occurring within 100 feet (30.5 meters) of the planned work area;
- f. No fueling is occurring within 100 feet (30.5 meters) of the planned work area;
- g. No hazardous materials are within 50 feet (15.25 meters) of the planned work area;
- h. Any hot work on the boundary of a compartment (e.g. a bulkhead, wall, or deck) has a fire watch stationed in the adjoining compartment (in addition to fire watch(es) required by NFPA 51B);
- i. Personnel on fire watch have no other duties other than to watch for the presence of fire and prevent the development of hazardous conditions;
- j. All safety precautions in relation to purging, inerting, and/or venting related to hot work on containers are followed; and
- k. Should a fire or other hazard occur, all cutting, welding, or other hot work operations and equipment are shut down immediately.

3.08. EQUIPMENT - Cranes and other equipment to be used for vessel loading, unloading, or cargo handling on the Terminal, or for the movement of cargo stored within port facilities, shall be operated by authorized personnel only, shall be properly load-rated for such use, and shall be operated in a manner to prevent damage to property or harm to personnel. Vessel Operators shall be responsible for making arrangements for the availability of such equipment as required for cargo loading and unloading and for notification of the Port Operations Manager of such arrangements.

3.09 REQUIRED STORAGE CLEARANCES - When storing cargo at the Port, the following clearances shall be maintained:

- a. At least two (2) feet of clear and open space shall be maintained free of rubbish, dunnage, or other obstructions between cargo, freight, merchandise, bulkheads, partitions, doors, windows, bollards, cleats, or other material piles and fire lanes.
- b. There shall be maintained at least four (4) feet of clearance and open operating space on all sides of fire hydrants, fire alarm boxes, standpipes, fire hoses, sprinkler valves, fire doors, deck hatches, or first aid appliances.
- c. When first-aid fire appliances, alarm boxes, other safety equipment or deck hatches are located in a space surrounded by cargo, freight, merchandise, or other materials, there shall be maintained a straight, free, and open space at



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least three (3) feet in width running therefrom to the center aisle. This space shall be kept clear of rubbish, dunnage, and other obstruction.

- d. A main aisle of at least twenty (20) feet in width shall be maintained on the Terminal to allow fire trucks or other emergency vehicles to have access throughout the Terminal and onto the pier.
- e. Cross aisles, at least five (5) feet wide and straight shall be maintained at intervals not exceeding seventy-five (75) feet, and extending to the side of any Port facility.
- f. Free and unobstructed operation of all automatic operating fire gates.
- g. Free unobstructed and direct access to all buildings and fire hydrants by the Fire Department.
- h. Flammable or combustible cargo, freight, merchandise or other material, not including bulk cargo, shall not be tiered higher than twelve (12) feet. All cargo, freight, or other materials stored in port buildings, shall be so tiered as to maintain a clearance between the upper level of the top tier and trusses, beams, girders, or other structural members of not less than 36", and between such upper level and sprinkler heads a clearance of at least 12" shall be maintained.
- i. No cargo shall be placed or stacked on any portion of the facility not approved by the Port Operations Manager, nor will persons be allowed pedestrian access to any restricted areas of the Terminal unless properly isolated under the Terminal's Facility Security Plan (FSP).

3.10 SNOW REMOVAL AND DISPOSAL - All snow removal must be done in accordance with local municipal codes. State law prohibits the disposal of snow or ice in the waterway.

3.11 SNOW REMOVAL FROM VEHICLES - All snow and ice must be removed from the tops of cargo, containers, rail cars, and truck bodies before entering or leaving the terminal.

3.12 REPORTING OF TERMINAL ACTIVITY - All information on cargo handled at the Terminal that is required by the Port Operations Manager must be reported to the Port Operations Manager in a timely manner as stipulated under licenses granted to users of the Terminal. Failure to do so will result in a fine and/or the suspension of or revoking of licenses to conduct business on the Terminal.

3.13 PIER LOADING – A pier loading permit is required for cargo that may require additional equipment or specialized handling as stipulated in the tariff.

**RULE 4: COMMUNICATIONS**

4.01 COMMUNICATIONS BEFORE MOORING – Vessels wishing to moor at the Terminal must make application to the MSB as stated in the tariff. All vessels mooring at the Terminal must provide confirmation of berthing to the Port Operations Manager at least 12 hours in advance of arrival. All berthing must be approved by the Port Operations Manager.

4.02 COMMUNICATIONS ALONGSIDE - All vessels moored at the Terminal must have the ability to accept and make phone calls and/or communicate by radio. The means and contact information must be provided to the Port Operations Manager upon docking.

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

**RULE 5: MOORING AT BERTHS**

5.01 MOORING LINES - Vessel moored at the terminal must:

- a. Be properly manned at all times, however, should a barge without adequate protective quarters be berthed at the terminal, such manning may be located on a towing vessel immediately adjacent to the barge;
- b. Have on board sufficient personnel to move the vessel in case of emergency.
- c. Have on board, at all times (24/7), manning sufficient to adjust mooring lines in order to adapt to changing tidal conditions, due to the tidal extremes in excess of 40 feet in Cook Inlet; and
- d. Meet international and Federal Security regulations and other rules including properly-licensed and documented personnel.

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

5.03 WINCHES - Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times.

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 Port Operations Manager reserves the right to order one or more tugs if, in his/her opinion, the use of assist tug(s) is appropriate. In such case, the vessel operator shall be responsible for the cost of the assist tug(s).

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

5.06 MAINTENANCE - Any user wishing to conduct equipment or vessel maintenance must notify the Port Operations Manager. Permits are required for hot work.

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 the Port is prohibited.

5.08 STACK EMISSIONS - Visible and noxious stack emissions by vessels while moored at the Terminal is prohibited.

5.09 TRASH - The discharge of trash into the waters of the Port or onto any of the property of the MSB is prohibited. Trash removal must be contracted to a licensed vendor approved by the Port Operations Manager.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS - The vessel operator shall take all precautions to ensure that any liquid waste discharged into tank trucks ashore is done in such a manner to conform with US non-pollution requirements and in a manner to prevent spills into the waters of the Port or on Terminal property. Only licensed vendors may be used for such waste discharge. Any spills must be reported to the terminal immediately and, if in the waters of harbor, to the US Coast Guard.

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

5.12 LINEHANDLING - Only licensed vendors may handle lines at the terminal.

5.13 LIGHTING - Vessels moored alongside the Terminal dock shall be properly lit at all times of dusk, darkness, and limited visibility.

5.14 RAT GUARDS - Rat guards shall be properly fitted and maintained to prevent invasive species from entering the Port's facilities.

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**RULE 6: SECURITY**

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

6.02 COMMUNICATIONS – All users shall maintain proper communications with port security at all times. Users are required to report any violations of safety or security regulations and/or suspicious activity immediately upon discovery. All persons handling security requirements at the Port must be able to speak English.

6.03 CREW IDENTIFICATION - All crew members joining or departing vessels, as well as those on shore leave, must have proper identification when on the terminal.

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 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 Port Operations Manager. All vehicles are subject to search when entering or leaving the terminal.

6.06 IDENTIFICATION BADGES - All persons conducting business on the terminal or upon entry shall have their Transportation Worker Identification Credential (TWIC) displayed on their outer clothing or readily available for inspection. For visitors see infra 6.08.

6.07 CARGO, PASSENGER AND CREW MANIFESTS - 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 Port Operations Manager in advance of the vessel's arrival.

6.08 TWIC - All persons at the terminal are subject to 33 CFR Part 105 regulations, and are required to have a valid TWIC or be escorted by a person with a valid TWIC.

6.09 PRIVATE VEHICLE ACCESS - Private vehicles are not permitted on Terminal dock areas or aprons without express permission of the Port Operations Manager.

6.10 ACCESS BY OTHER THAN VESSEL PERSONNEL - No persons, aside from vessel crew, may access vessels at the Terminal without advance notification and permission of the Port Operations Manager.

6.11 MULTIPLE BERTHING DOS - For vessels that frequently call upon the Terminal, a Declaration of Security for each interface is not required if the vessel and MSB enter

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into a written agreement stating the responsibility for each during the vessel/terminal interface. These agreements may be included in the Vessel Security Plan and the Facility Security Plan, and must be renewed every 90 days.

6.12 ESCORT REQUIRED – Persons seeking access to restricted areas must have approval from the Port Operations Manager and must have proper credentials for access to restricted areas or be escorted by persons with such credentials.

**RULE 7: BUNKERING, FUELING, LIQUID BULK PETROLEUM TRANSFER**

7.01 COMPLIANCE – Bunkering, fueling, and liquid bulk petroleum transfer operations at the Terminal shall be done only with the permission of the Port Operations Manager and in accordance with US Coast Guard regulations; 33 CFR Parts 155 & 156; 46 CFR Sections 12, 15, & 35; State environmental protection regulations; and MSB Code provisions, including Chapter 1.10.125 (Adoption of Uniform Fire Code). Such operations shall be conducted in a manner to prevent spills into the waters of the State of Alaska and/or on Port property. Only licensed vendors or operators may conduct such transfers.

7.02 SHIP/SHORE SAFETY CHECK LIST - Prior to the transfer of bunkers or fuel, the vessel operator and Port Operations Manager shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.03 FIREFIGHTING EQUIPMENT - All vessels shall have firefighting equipment ready for use during bunkering. All personnel involved in bunkering, fueling, and/or liquid bulk transfer operations must be trained in firefighting. Each transfer operation shall have a designated and qualified Person-in-Charge (PIC).

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

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

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

7.07 EMERGENCY SHUTDOWN - An emergency shutdown procedure shall be established by persons handling bunkering, fueling, and/or liquid bulk transfer operations. Such procedure shall be established and tested prior to the transfer of fuel.

7.08 COMMUNICATIONS - All personnel involved in fueling or bunkering operations shall remain in close communications at all times.



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7.09 SPILLS - Any spills must be reported to the Port Operations Manager immediately and, if in the waters of the harbor, to the US Coast Guard. Any spills on Port property will be cleaned up immediately at the expense of the user responsible.

7.10 HEATING/CLEARING OF LINES – Vessel operators are responsible for providing steam or other heating means to ensure the proper flow of petroleum products requiring heat. Vessel operators are responsible for clearing all petroleum products from lines located at the Port after transfer operations are completed. Should the MSB provide any heating or clearing services, fees may apply per the tariff.

**RULE 8: SAFETY**

8.01 COMPLIANCE - All personnel entering the Port shall comply with federal safety requirements as established by the Occupational Safety and Health Administration (OSHA) for marine facilities.

8.02 PERSONAL SAFETY EQUIPMENT – All persons on the Terminal, including those not employed by the MSB 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/or 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 the event of a medical emergency or accident, any persons observing the emergency must call 911, ensure the area is safe to render aid, and render aid. The Port Operations Manager must be notified of all such medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS - The Port Operations Manager reserves the right to conduct announced or unannounced inspections to ensure compliance with these regulations. Operations may be halted, or personnel directed out of the Port, at the discretion of the Port Operations Manager for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS - All vehicles engaged in operations on the Terminal 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, shall display a flashing amber light.

**RULE 9: MISCELLANEOUS REGULATIONS**

9.01 DUNNAGE AND PALLETS - All dunnage entering the Port utilized for import or export to or from international locations shall be certified infestation-free and marked accordingly with an ISPM 15 Mark or equivalent. No dunnage or pallets may be left at the terminal without permission of the Port Operations Manager. Broken material or



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material slated for disposal must be removed immediately. The Port Operations Manager reserves the right to have any waste removed at the expense of the user(s) responsible.

9.02 UNLAWFUL ACTS - Unlawful acts committed by persons on the Port of any type shall be referred to local law enforcement for action.

9.03 CONDUCT - All persons on the Terminal shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Port Operations Manager reserves the right to have persons removed or barred from the Port for non-compliance.

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

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES - No weapons of any type are permitted in the Port except for those carried by persons in law enforcement in the execution of their duties. Ammunition and explosives are prohibited from the Port without proper permits, handling procedures defined, and permission of the Port Operations Manager.

9.06 PERSONS INTOXICATED - No person who appear to be visibility intoxicated shall be permitted in the Port. Persons in the Port who are intoxicated shall be removed immediately.

9.07 DRUGS AND ILLEGAL SUBSTANCES - The use or possession of illegal drugs or other substances in the Port is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.08 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 Port Operations Manager.

9.09 RADIOACTIVE MATERIAL - The handling of radioactive material in any form is prohibited at the terminal.

9.10 COMPRESSED GAS - Compressed gasses must be properly stored on the Terminal in designated areas as established by the Port Operations Manager.

9.11 HANDICAPPED ACCESS - Handicapped access to vessels berthed at the Terminal is not provided. All buildings in the Port are handicapped-accessible in conformance with the Americans with Disabilities Act.

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9.12 CONFINEMENT OF PASSENGERS AND CREW - Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessel's expense. Port facilities are not provided for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

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

9.14 LAYBERTHING - Vessel operators that are responsible for vessels layberthed at the Terminal in inactive status shall inspect such vessels regularly as specified by the Port Operations Manager. Such inspections and condition of vessels are to be reported to the Port Operations Manager. The Port Operations Manager 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 Port Operations Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be directed to be removed from the Terminal or removed at the owner's expense.

**END OF TERMINAL RULES AND REGULATIONS**



REVOCABLE TERMINAL OPERATOR PERMIT  
PORT MACKENZIE  
MATANUSKA-SUSITNA BOROUGH



THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the MATANUSKA-SUSITNA BOROUGH (“MSB”) and [COMPANY] (“OPERATOR”).

WHEREAS, the MSB holds legal interest in the titles to the land and facilities comprising Port MacKenzie and provides certain marine terminals suitable for performing marine-related services at Port MacKenzie; and

WHEREAS, OPERATOR desires to perform Terminal Operator and/or marine vessel related services at Port MacKenzie.

NOW, THEREFORE, the parties agree as follows:

**Section 1. Permit Definitions**

A. Unless provided otherwise in this permit, applicable definitions are set forth in the current Port MacKenzie Tariff No. 3 (hereafter known as Tariff), Appendix A., Port Facility Rules and Regulations.

B. For any terms not defined in the Tariff, or otherwise defined in this permit, applicable definitions set forth in 46 CFR part 525.1(c), Marine Terminal Operator Schedules shall control.

**Section 2. Operating Activities**

Operator hereby makes application for the non-exclusive right to perform only those Terminal Operator/marine services expressly identified and initialed below.

- \_\_\_\_ 1. Marine tanker vessel petroleum loading operations.
- \_\_\_\_ 2. Marine tanker vessel petroleum discharge operations.
- \_\_\_\_ 3. General cargo handling operations.
- \_\_\_\_ 4. Dry bulk cargo handling operations.
- \_\_\_\_ 5. Vessel servicing.
- \_\_\_\_ 6. Passenger operations.

**Section 3. Term**

The Operator may operate the MSB Terminals and Petroleum Valve Yard Facility at Port MacKenzie in accordance with this Permit commencing on the date the Permit is entered into and Effective Xxx XX, 2022

ending one (1) year after the date that the Permit is entered into. Unless otherwise terminated or suspended, the Operator may apply for a new Permit at least 30 days in advance of the expiration of this Permit.

**Section 4. Notices**

Any notice provided for herein shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail to the parties at the following addresses:

MSB: Port Director [Company]:  
Port MacKenzie [Attn]:  
350 E. Dahlia Ave. [Address]:  
Palmer, Alaska 99645-6488

**Section 5. Responsibilities of MSB**

During the term of this permit, the MSB will:

- A. Designate areas consistent with Port operation in which the Operator may park, locate equipment, and/or conduct operations related to its activities at the Port;
- B. Make a reasonable effort to provide Dock and Terminal facilities at the Port upon which the Operator may conduct Terminal Operator and marine services;
- C. Make a reasonable effort to maintain utility connections at the MSB Terminal;
- D. Reasonably provide for the removal of snow and ice from the wharf and terminal areas; and
- E. At the sole discretion of the Port Operations Manager, allow Operator to use MSB equipment for a fee.
- F. Certain Holidays observed by the MSB may delay the providing of certain services and responsibilities beyond the Port's control.

**Section 6. Responsibilities of Operator**

During the term of this Permit, the Operator shall:

- A. Ensure that all persons in Operator's employ are sufficiently qualified, trained, and able to conduct Operator's activities at the Port in accordance with all relevant federal, state, and local regulations, as well as the Tariff and the current Port MacKenzie Rules and

Regulations;

- B. At the request of the MSB, provide the qualifications of any of its personnel, vendors, or other persons operating on behalf of Operator to the MSB;
- C. Ensure that its operations conform to all USCG, OSHA, and all other applicable federal, state, and local regulations, as well as the Tariff and the current Port MacKenzie Rules and Regulations;
- D. Furnish all equipment, supplies, and dunnage necessary to perform its operations under this Permit as indicated above;
- E. Ensure that Port-furnished equipment and facilities are not altered or modified while in use or in the custody of Operator, unless authorized by the Port Operations Manager;
- F. Store cargo, equipment, vehicles, and other materials only in those areas designated by the Port Operations Manager for that purpose and in a manner approved by the Port Operations Manager. The Operator assumes the risk for any damage that may be sustained by its cargo, equipment, vehicles, or any other materials at the Port. In the event that any such equipment, cargo, vehicles, or other material is damaged or destroyed, the Operator shall not seek compensation or restitution of any kind from the MSB;
- G. Keep all port facilities that it uses maintained in a clean and safe manner at all times;
- H. Ensure that proper equipment (i.e. gangways, ladders, safety nets, etc.) necessary for safely embarking/debarking from vessel(s) is used for all of its operations;
- I. Upon completion of any work performed under this Permit, secure and secure all entrances of all Port buildings, gates, and facilities they have entered;
- J. Have absolute control of and responsibility for the actions of its employees;
- K. Prior to beginning any operation, submit an operations plan to the Port Operations Manager for review and approval. The Operator shall supply to the Port Operations Manager copies of any attendant safety plans, permits, or other documentation relevant to its intended operations;
- L. Prior to the berth of any vessel, complete a vessel berthing application and submit to the Port Operations Manager; and
- M. When transferring petroleum, comply with the following petroleum transfer operations requirements:



1. Provide a copy of Operator's current Petroleum Operations Manual examined and approved by the USCG;
2. Prepare and submit a Facility Response Plan (FRP) in conformance with USCG requirements and under 33 CFR 1321, and provide the Port Operations Manager a copy of same;
3. Provide the Port with a copy of Operator's current, USCG-approved Fuel Oil Spill Contingency Plan;
4. Comply with fuel oil spill containment equipment and procedural requirements as specified by 33 CFR parts 127, 154 and other provisions as applicable. Equipment will be maintained on site during fuel oil transfer;
5. Comply with all applicable federal, state, and local regulations and requirements;
6. Provide the Port and USCG with a current written list of designated, qualified facility operators to act as person(s)-in-charge of fuel oil transfer operations at the Port's facilities;
7. Complete applicable Petroleum Facility Temporary Custody Acceptance and Inspection Agreement document(s) prior to any petroleum cargo transfer operations;
8. Remit to the MSB a non-refundable \$250 Marine Tanker Vessel Loading Operator Agreement Fee, in addition to any other fees assessed as part of this permit, the Tariff, or otherwise;
9. Obtain written permission of the Port Operations Manager; and
10. Provide Material Safety Data Sheets (MSDS) to the Port Operations Manager for all hazardous materials handled.



**Section 7. Permit Fee Schedule**

A. Operator will remit to the MSB an annual permit fee corresponding to the service category that Operator indicated in Section 2 of this document, as outlined below.

B. In the event that Operator has indicated multiple service categories, Operator will only pay the greatest fee associated with one of their selected service categories.

**Service Category**

|  |           |
|--|-----------|
| 1. Marine vessel tanker petroleum loading operations   | \$ 5,000  |
| 2. Marine vessel tanker petroleum discharge operations | \$ 5,000  |
| 3. General cargo handling operations                   | \$ 10,000 |
| 4. Dry bulk cargo handling operations                  | \$ 10,000 |
| 5. Vessel servicing                                    | \$ 1,000  |
| 6. Passenger Operations                                | \$ 3,000  |

**Section 8. Cooperation**

This Permit is a nonexclusive authority for the Operator to conduct operations at Port MacKenzie. The Operator understands that similar authority may be held by others. The Operator shall cooperate with all other persons authorized to operate at the Port. The Port Operations Manager may order the Operator to schedule or reschedule its activities so as to accommodate the operations of other operators and the Operator shall comply with such an order.

**Section 9. Checking and Reporting**

The Operator shall be solely responsible for all required government and shipper documentation, as well as certification of quality and quantity of cargoes handled, for its operations.

**Section 10. Facility Damage**

A. The Operator shall give immediate verbal notice to the Port Operations Manager if Operator should become aware of defacement, damage, alteration, or destruction to any part of the Port facility by any party. The Operator shall also submit written notice of such an event to the Port Operations Manager as soon as possible.

B. The Operator shall be liable for any defacement, damage, alteration, or destruction to any part of the Port facility resulting from its use in accordance with the Tariff.

**Section 11. Nondiscrimination**

A. In performing its duties under this Permit, the Operator may not discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex, marital status, physical or mental handicap.

B. The Operator shall comply with all applicable federal, state, and borough laws and ordinances concerning the prohibition of discrimination while conducting permitted activities at the Port.

### **Section 12. Permits, Laws and Taxes**

A. The Operator shall acquire and maintain in good standing all applicable federal, state and local permits, licenses, and other entitlements necessary. All actions taken by the Operator under this Permit shall comply with all applicable statutes, ordinances, rules, and regulations. The Operator shall pay all taxes pertaining to its performance under this Permit.

B. The Operator shall observe all applicable rules and regulations, whether or not they are posted, including but not limited to the Tariff, the current Port MacKenzie Rules and Regulations, signs posted at the Port (including "No Smoking" and "No Parking" signs at the MSB Terminal), and all applicable USCG safety requirements.

### **Section 13. Non-Waiver**

The failure of the MSB at any time to enforce a provision of this Permit shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Permit or any part hereof, or the right of the MSB thereafter to enforce each and every provision hereof.

### **Section 14. Assignments**

Any assignment by the Operator of its interest in any part of this Permit is prohibited, and shall give the MSB the right immediately to terminate this Permit without any liability.

### **Section 15. Amendment**

A. This Permit shall only be amended, modified or changed in writing, executed by authorized representatives of the parties, with the same formality as this Permit was executed and such writing shall be attached to this Permit as an appendix.

B. For the purposes of any amendment, modification or change to the terms and conditions of this Permit, the only authorized representatives of the parties are:

**Operator:** \_\_\_\_\_

Title: \_\_\_\_\_

**MSB:** \_\_\_\_\_

Title: \_\_\_\_\_

C. Any attempt to amend, modify, or change this Permit by either an unauthorized representative or unauthorized means shall be void.

**Section 16. Jurisdiction; Choice of Law**

The law of the state of Alaska shall govern the rights and obligations of the parties under this Permit.

**Section 17. Severability**

Any provision of this Permit deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Permit.

**Section 18. Integration**

This Permit shall supersede any previous Permits issued by the MSB to the Operator.

**Section 19. Indemnification**

Operator covenants to and shall defend, indemnify and hold the MSB harmless from and against any and all demands, claims, causes of action (whether in action for damages, indemnity, contribution, government cost recovery or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including, without limitation, the MSB's and the Operator's costs of defense, settlement, and reasonable attorneys' fees), charges, forfeitures, liens, liabilities or losses of any nature and kind whatsoever for injury or damage to persons or property occurring within or upon the premises, unless caused by or resulting from the negligence of the MSB or the MSB's agents, servants, or employees in the operation or maintenance of the premises. Except as otherwise provided in this Section, the MSB is to be free from liability and claims for damages by reason of any injury to any person or persons, including Operator, its agents, employees, permittees, or contractors, or property of any kind whatsoever and to whosoever belonging, including Operator's, resulting from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Permit, or any use or occupancy hereunder. Operator covenants to

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indemnify and save harmless the MSB from all liability, loss, costs (including Operator's or MSB's attorney's fees) and obligations on account of or arising out of any such injuries or losses, however occurring, including any acts, negligent or otherwise, by the agents, invitees, guests, independent contractors, employees or servants of Operator and Operator agrees to defend the MSB at Operator's own cost (including attorney's fees) against all such claims, actions and suits brought against the MSB.

**Section 20. Permit Administration**

The Port Operations Manager is authorized to administer this Permit on behalf of the MSB.

**Section 21. Termination**

A. Either the MSB or Operator may terminate this Permit for any reason or for no reason by notifying the other party in writing at least twenty (20) days before the date upon which the termination is to be effective. Any fees assessed as a result of this permit will not be refunded.

B. The MSB may terminate this agreement in response to a breach by Operator of its responsibilities as laid out in this document or failure by Operator to comply with prevailing rules and regulations. Any fees assessed as a result of this permit will not be refunded.

**Section 22. Facility Operations**

A. The Port Operations Manager shall have the right to order any operation to cease immediately if, in the opinion of the Port Operations Manager, a condition is unsafe, unlawful, or in violation of the Tariff, the current Port MacKenzie Rules and Regulations, or any other applicable regulations.

B. In the event of an operational dispute between the parties under this Permit, the Port Operations Manager shall provide a written decision and serve a copy thereof upon the Operator. The decision of the Port Operations Manager shall be final.

**Section 23. Insurance**

A. During the term of this Permit, the Operator shall continually and without interruption maintain in good standing insurance described in this Section or self-insurance satisfactory to the MSB. Prior to its performance pursuant to this Permit, the Operator shall furnish the Port Operations a certificate of insurance in accordance with Subsection B of this Section.

B. The Operator shall obtain:

1. General Liability: At least as broad as ISO CG 0001 (Edition 4/13) \$2,000,000 Combined Single Limit per occurrence for bodily injury, property damage, personal and advertising injury. The general aggregate limit shall be a minimum of \$5,000,000.
2. Auto Liability: At least as broad as ISO CA 0001 (Edition 10/13) \$1,000,000 Combined Single Limit, including Hired & Non-owned coverage.
3. Worker's Compensation and Employer's Liability Insurance, including Longshore and Harbor Worker's coverage as required by state and/or federal statute.
4. Terminal Operators Liability including Stevedoring and Wharfingers' \$5,000,000.
5. Petroleum transfer operations require evidence of insurance in the amount of \$10,000,000. Dangerous, hazardous, or explosive cargo movements require advance notification to and approval of the Port Operations Manager as described in the Tariff and the current Port MacKenzie Rules and Regulations.

C. Excess Liability: In order to meet the required minimum limits of insurance, it is permissible for the operator to combine an excess liability or umbrella policy. Burden is on the Operator to demonstrate that excess/umbrella policy attaches to underlying coverage in order to reach minimum limits. On or to the insurance coverages required of Operator under the provisions of Subsection 1., 2., and 5., above of Section 23. B., Operator shall cause the MSB to be named and listed upon the policies as an additional insured. All such insurance policies shall be non-assessable and shall contain language, to the extent commercially obtainable, to the effect that (a) any loss shall be payable notwithstanding any act or negligence of the MSB that might otherwise result in forfeiture of the insurance and (b) the policies are primary and non-contributing with any insurance that may be carried by or available to the MSB.

D. Deductibles and Self-Insured Retentions: Deductibles and self-insured retentions are the sole responsibility of the Operator. Operator may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the MSB, the Operator shall reduce or eliminate such deductibles or the Operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

F. The insurance obtained pursuant to this Section shall provide for written notice of any termination, cancellation, or expiration of the insurance to be delivered to the Port Operations Manager no less than thirty (30) days before the effective date thereof.

G. The Operator may be required to provide evidence of additional insurances at the discretion of the Port Operations Manager.

#### **Section 24. Force Majeure and Delay Damages**

A. Force majeure is an act or event of substantial magnitude, beyond the control of the Operator and/or the MSB, which delays or hinders the Operator's activity at the Port pursuant to this Permit, including without limitation:

1. Strike or work stoppages.
2. Any interruption, suspension, or interference with the Operator's activities caused by acts of God, or acts of the public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
3. Order of a court, administrative agency or governmental officer other than MSB officers.
4. Suspension, termination, or interruption of governmental licenses, consents, authorizations or approvals.

B. No claim for costs may be allowed the Operator for delay or hindrance of its activities under this Permit caused by third parties.

#### **Section 25. Safety**

The Operator must conduct all operations in a safe manner, and must comply with all applicable provisions of the Tariff and the current Port MacKenzie Rules and Regulations.

#### **Section 26. Hazardous Materials**

A. Operator may cause or permit hazardous materials to be used, kept, and/or stored at the Port only with the written permission of the Port Operations Manager. Any such materials must be handled in a manner that complies with all laws regulating any hazardous material, the Tariff, and



the current Port MacKenzie Rules and Regulations. If Operator breaches the obligations stated in the preceding sentences, or if the presence of hazardous material on the premises caused or permitted by Operator results in contamination of the premises, or if contamination of the premises by hazardous material otherwise occurs for which Operator is legally liable to the MSB for damage resulting therefrom, the Operator shall indemnify, defend, and hold the MSB harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the premises and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Permit term as a result of such contamination. This indemnification of the MSB by the Operator includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater on or under the premises. Without limiting the foregoing, and in addition to all the rights of indemnity set forth in Section 19 of this Permit, if the presence of any hazardous material on the premises caused or permitted by Operator results in any contamination of the premises, Operator shall promptly take all actions on its sole expense as are necessary to return the premises to the condition existing prior to the introduction of any such hazardous material to the premises; provided that MSB's approval of such actions is obtained first.

B. The duties set forth in this Section 26 shall survive the expiration or termination of this Permit.

IN WITNESS WHEREOF, the Parties have executed this Permit on the date first hereinabove written.

**MATANUSKA-SUSITNA BOROUGH**

**[COMPANY]**

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF ALASKA                    )  
   ) ss:  
 THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_ to me known to be the identical individual named in and who executed the foregoing instrument, and acknowledged to me that he/she has signed the same

freely and voluntarily for the uses and purposes therein stated and that he/she has the authority to execute this agreement on behalf of "COMPANY".

WITNESS my hand and notarial seal the day and year last written.

\_\_\_\_\_  
Notary Public in and for Alaska

My commission expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_ to me known to be the identical individual named in and who executed the foregoing instrument, and acknowledged to me that he/she has signed the same freely and voluntarily for the uses and purposes therein stated and that he/she has the authority to execute this agreement on behalf of "COMPANY".

WITNESS my hand and notarial seal the day and year last written.

\_\_\_\_\_  
Notary Public in and for Alaska

My commission expires: \_\_\_\_\_



# PORT MACKENZIE

VESSEL BERTHING APPLICATION

for  
BERTHING

at

PORT MACKENZIE MARINE TERMINAL



Any operator, agent, owner, or their designee, of a vessel that wishes to berth at the Port MacKenzie Marine Terminal (hereafter, "Applicant") must complete this Application for Berthing. Requests will not be accepted if not complete and signed. Pursuant to the current Port MacKenzie Tariff (hereafter, "Tariff"), the Applicant hereby seeks the arrangement of a berthing facility on behalf of the below-named vessel. The Applicant further attests to the accuracy of the information provided and will be the party responsible for payment of all port charges, as laid out in the Tariff, associated with the vessel.

ALL APPLICATIONS FOR BERTHING MUST BE SUBMITTED NO LESS THAN SEVEN (7) DAYS IN ADVANCE OF VESSEL ARRIVAL.

Applicant: \_\_\_\_\_ Authorized Rep: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_ On: \_\_\_\_\_  
(Authorized Individual/Title) (Date)

Vessel: \_\_\_\_\_ Operated by: \_\_\_\_\_  
(Name) (Company)

Vessel Origin: \_\_\_\_\_ Vessel Destination: \_\_\_\_\_

ETA: \_\_\_\_\_ ETD: \_\_\_\_\_ Vessel LOA: \_\_\_\_\_

Registry: \_\_\_\_\_ Flag: \_\_\_\_\_ IMO #: \_\_\_\_\_

Cargo Type: \_\_\_\_\_ Cargo Amount: \_\_\_\_\_  
(short tons/units)

## ACCEPTANCE OF FINANCIAL RESPONSIBILITY FOR PAYMENT

In connection with this Vessel Berthing Application, the undersigned hereby accepts responsibility on its own behalf for payment of the charges assessed in accordance with the Tariff, and for compliance with the Conditions of Berthing.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Signature/Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Effective Xxx XX, 2022

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## NOTES AND CONDITIONS

No vessel will be permitted to berth at a wharf or terminal facility of Port MacKenzie without having first made application for a berth assignment, and without such an assignment having been granted by the Port Operations Manager. This application is subject to the Tariff and the current Port MacKenzie Rules and Regulations. Any transfer of cargo and/or passengers must be handled by a Terminal Operator licensed by the Matanuska-Susitna Borough (hereafter, "MSB"). Special rules apply to the berthing of fishing vessels.

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## INSURANCE REQUIREMENTS

All Applicants must comply with the insurance provisions in the Tariff.

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## CONDITIONS OF BERTHING

The Applicant shall be held personally liable to the MSB for any financial loss suffered by the MSB as a result of the Applicant's failure to provide accurate and/or timely information, whether intentional or unintentional.

The Applicant shall submit all shipping documentation, bills of lading, manifests, and/or waybills at least 24 hours before the vessel's arrival at the dock. If the vessel is to arrive on a Saturday, Sunday, or holiday, the Applicant shall submit this documentation by 1:30 PM of the last business day before the vessel's arrival at the dock.

Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port Operations Manager to the owners, agents, operators, or their designee(s), of vessels for the use of a specific berth by a specific vessel for a specific time period.

Berth assignments made by the Port Operations Manager are subject to alteration and revocation per the Tariff.

Should the Applicant become aware of anything that would alter its application, it shall immediately notify the Port Operations Manager.

For safety or other reasons, the Port Operations Manager in some circumstances may grant a vessel a temporary berth before the Applicant has complied with all applicable Tariff provisions or Conditions of Berthing. The vessel shall be assessed appropriate fees as set forth in the Tariff.

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### FOR PORT USE ONLY

Application Received – Time/Date: \_\_\_\_\_ Approved – Time/Date: \_\_\_\_\_

Berth Assigned: \_\_\_\_\_ Approved by: \_\_\_\_\_  
(Port Operations Manager)