

CITY OF UNALASKA
UNALASKA, ALASKA
ORDINANCE NO. 2017-12

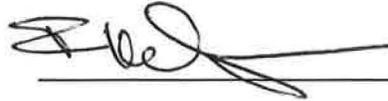
AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING THE PORT
OF DUTCH HARBOR UNALASKA MARINE CENTER TERMINAL TARIFF

BE IT ENACTED BY THE UNALASKA CITY COUNCIL AS FOLLOWS:

Section 1: Form. This is a Non-Code ordinance.

Section 2: Adoption of a Schedule of Rates and Charges. The Council hereby amends the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff as attached identified as Terminal Tariff #7. This Tariff shall remain in effect until such time as it may be amended by subsequent ordinance.

Section 3. Effective Date. This ordinance shall take effect August 14, 2017.
PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE
UNALASKA CITY COUNCIL THIS 8th DAY OF August 2017.



Mayor

ATTEST:



City Clerk



MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: PEGGY MCLAUGHLIN, PORTS DIRECTOR
THRU: DAVID MARTINSON, CITY MANAGER
DATE: JULY 25, 2017
RE: **ORDINANCE 2017-12 ADOPTING UNALASKA MARINE CENTER TERMINAL TARIFF 7**

SUMMARY:

Ordinance 2017-12 adopts the new rates and definitions for services provided at the Unalaska Marine Center (UMC) as the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff 7. All rates that are labor or utility based align with the City of Unalaska Schedule of Fees and Services and references Section VI of that document. Wharfage and dockage represent a 3% increase, cruise ship dockage will increase 7%, and fuel throughput will decrease to align with the rate for wharfage calculated as tonnage. Staff recommends approval.

PREVIOUS COUNCIL ACTION:

City Council has approved each iteration of the Tariff and Fee Schedule. Most recently, Council approved Ordinance 2011-08 Adjustment to the Ports Tariff and Fee Schedule in June of 2011. On June 27, 2017, Council began the tariff review process.

BACKGROUND:

The Unalaska Marine Center Tariff or Terminal Tariff 7 outlines the rates, rules and regulations for terminal services at the City of Unalaska and Port of Dutch Harbor's Unalaska Marine Center. Council reviews and approves each update to the tariff. The Terminal Tariff is typically revisited every 5-6 years for review of rates and to revise any rates or regulations that need to be adjusted. The current tariff was adopted June 14, 2011 and went into effect July 1, 2011.

DISCUSSION:

Council began reviewing the Unalaska Marine Center Tariff in June. Council's recommendations for content have been addressed and the rates adjusted to align with the Schedule of Fees and Services. You will see that many of the rates refer to Section VI of the Schedule of Fees and Services. Keeping the tariff and the schedule of fees and services congruent assists us with administering the fees and charges consistently and strengthening

accuracy of billing, as well as accounting for costs versus revenues. The CPI increase is approximately 7% from July 2011 to today. We have adjusted the rate for cruise ships the full 7%. We have reduced the throughput on fuel to align with the wharfage for tonnage, and all other rate increases outlined in the proposed tariff will show a 3% increase. As discussed in January, we will revisit the areas of the tariff that are impacted by CPI with a proposed minimum 2% increase in FY19 and an additional proposed minimum 2% increase in FY20.

ALTERNATIVES:

Council could choose to adopt Ordinance 2017-12 as written; or

Council could choose to not adopt Ordinance 2017-12; or

Council could make additional amendments to the proposed tariff.

FINANCIAL IMPLICATIONS:

Terminal Tariff 7 represents increased rates over Terminal Tariff 6.

LEGAL:

The City of Unalaska is required to have a current tariff outlining its rate structure and services provided.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance 2017-12.

PROPOSED MOTION:

I move to approve Ordinance 2017-12 and to hold a second reading and public hearing on August 8, 2017.

CITY MANAGER'S COMMENTS:

I recommend Council approve Ordinance 2017-12 as discussed.

Attachment:

UMC Terminal Tariff 7(draft)

PORT OF DUTCH HARBOR UNALASKA MARINE CENTER

TERMINAL TARIFF

NAMING

RATES, RULES, AND REGULATIONS

for

TERMINAL SERVICES

at

**THE CITY OF UNALASKA AND PORT OF DUTCH HARBOR'S
UNALASKA MARINE CENTER**

Located at

UNALASKA/DUTCH HARBOR, ALASKA

**TERMINAL TARIFF 7
REVISED AND ADOPTED
8/08/17
REVISED 8/8/17
EFFECTIVE 8/14/17**

TABLE OF CONTENTS

| | <u>ITEM</u> | <u>PAGE</u> |
|--|--------------------|--------------------|
| Title Page | | |
| Table of Contents | | 2 |
| Explanation of Symbols and Abbreviations | | 4 |
| Notice to the Public | | 5 |
| | | |
| Section 1 – General Rules and Regulations | | |
| Application of Tariff | Item 100 | 6 |
| Third Party Access | Item 101 | 6 |
| Limits of Liability | Item 102 | 9 |
| Application of Rates | Item 103 | 10 |
| Insurance | Item 104 | 10 |
| Responsibility for Collection and Terms of Payment | Item 105 | 10 |
| Delinquent Accounts | Item 106 | 11 |
| Liability for Loss, Damage or Injury | Item 107 | 11 |
| Rights of the Port | Item 108 | 12 |
| Shipper Requests and Complaints | Item 109 | 13 |
| Demurrage of Delays | Item 110 | 14 |
| Manifests Required of Vessels | Item 111 | 14 |
| | | |
| Section 2 – Definitions and Schedule of Charges | | |
| Section 2.1 – General Definitions | | |
| Berthing | Item 201 | 14 |
| Free Time For Cargo and Moorage | Item 202 | 14 |
| Load Limits | Item 203 | 15 |
| Normal Working Hours | Item 204 | 15 |
| Responsibility for Housekeeping | Item 205 | 16 |
| Point of Rest | Item 206 | 16 |
| | | |
| Section 2.2 – Dockage | | |
| General Information | Item 220 | 16 |
| Dockage – Fees and Charges | Item 225 | 18 |
| | | |
| Section 2.3 – Storage | | |
| General Information | Item 230 | 19 |
| Storage – Fees and Charges | Item 235 | 20 |
| | | |
| Section 2.4 – Wharfage | | |
| General Information | Item 240 | 20 |
| Wharfage – Fees and Charges | Item 245 | 21 |
| Wharf Demurrage | Item 246 | 22 |

Section 2.5 – Handling

Handling – General Information
Handling – Fees and Charges

Item 250 22
Item 255 23

Section 2.6 – Labor

Labor Rates
Specific Labor Cost Services
Schedule of Man-Hour Rates
Security (TWIC)

Item 260 23
Item 265 23
Item 267 23
Item 268 24

Section 2.7 – Other Charges

Minimum Charges
Electric Service for Vessels
Fresh Water for Vessels
Wastewater Service Fees for Vessels
Fuel Flowage Fee
Equipment Rental
Refuse Removal and Solid Waste Disposal Charges
Vessel Oily Waste or Garbage Disposal

Item 270 24
Item 271 24
Item 272 25
Item 273 25
Item 274 25
Item 276 25
Item 278 26
Item 280 26

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

| | | |
|---------|---|----------------------------|
| Cont. | - | Continued |
| Period | - | 12 hours or less |
| Ft. | - | Foot |
| Gal. | - | U.S. gallons |
| Lbs. | - | Pounds |
| LOA | - | Length Overall |
| MT | - | Metric Ton |
| N.O.S.- | | Not Otherwise Specified |
| PUA | - | Preferential Use Agreement |
| LT | - | Long Ton |
| ST | - | Short Ton |
| Sq. | - | Square |
| Wt. | - | Weight |
| \$ | - | U.S. Currency |
| Day | - | Calendar Day |

CONVERSION TABLES

| | | | |
|-------------------------|---|----------|-------------|
| 1 Pound | - | 0.453592 | Kilograms |
| 1 Kilogram | - | 2.20462 | Pounds |
| 1 Short Ton | - | 2000 | Pounds |
| 1 Short Ton | - | 0.892857 | Long Tons |
| 1 Short Ton | - | 0.907185 | Metric Tons |
| 1 Long Ton | - | 2240 | Pounds |
| 1 Long Ton | - | 1016.05 | Kilograms |
| 1 Long Ton | - | 1.01605 | Metric Tons |
| 1 Long Ton | - | 1.120 | Short Tons |
| 1 Metric Ton | - | 2204.62 | Pounds |
| 1 U.S. Gallon | - | 3.78543 | Liters |
| 1 U.S. Barrel | - | 42 | Gallons |
| | | | |
| 1 Gallon Fresh Water | - | 8.34 | Pounds |
| 1 Short Ton Fresh Water | - | 239.808 | Gallons |
| | | | |
| 1 Foot | - | 0.304801 | Meters |
| 1 Meter | - | 3.28083 | Feet |
| 1 Metric Ton | - | 1.1023 | Short Ton |

NOTICE TO THE PUBLIC

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

SECTION 1 – GENERAL RULES AND REGULATIONS

**ITEM 100
APPLICATION OF TARIFF**

(A) GENERAL APPLICATION OF TARIFF

Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff. Information and applications for services are maintained by the Port Director/Harbormaster.

(B) SUBJECT TO CHANGE

The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion or other causes not reasonably within the control of the Port of Dutch Harbor, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis as per Sections 2.5.

(C) TARIFF EFFECTIVE

The rates, charges, rules, and regulations named in this tariff, revisions, or supplements thereto, will apply on all freight received at terminals on and after the effective date of this tariff, or effective dates of additions, revisions, or supplements thereto. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revisions, or supplements thereto, will be charged the rates in effect on the date such freight was received, until entire lot or shipment has been withdrawn.

(D) USE OF TERMINAL, DEEMED ACCEPTANCE

Use of wharves or facilities will be deemed as acceptance of this tariff, revisions, or supplements, and the terms and conditions named herein.

(E) RESERVATION OF AGREEMENT RIGHTS

The Port of Dutch Harbor reserves the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state, and national laws governing the civil and business relations of all parties concerned.

ITEM 101

THIRD PARTY ACCESS – INCLUDING STEVEDORE AND LONGSHOREMAN ACCESS 101

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees.

Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port.

(A) CARE IN THE PERFORMANCE OF OPERATIONS

Third party employees shall exercise care in the performance of their operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of any other party

(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS

Any third party operating at the Port of Dutch Harbor shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations

(C) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS

In any service relationship the Port of Dutch Harbor and any third party shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purposes

(D) THIRD PARTY EMPLOYERS SHALL ENSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK

In order to ensure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the Port of Dutch Harbor, third party employers shall:

1. Make use of the appropriate facilities and equipment furnished by the Port of Dutch Harbor.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative, with full power to make all operating decisions concerning the third party's work at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port of Dutch Harbor in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of third party operations.
6. Not bring pets/animals or small children to the Port unless permission of the port is specifically granted on an individual basis.

(E) PORT SHALL SUPPLY EQUIPMENT, FACILITIES, AND SERVICE

The Port of Dutch Harbor shall furnish, subject to the conditions and charges stipulated elsewhere in this tariff, the following:

- 1) Access, for third party employees, to the Port of Dutch Harbor property at places and in the manner as may be approved by the Port of Dutch Harbor.
- 2) Port equipment to the extent it is available, required, and dedicated to third party employee use.

All Port of Dutch Harbor equipment utilized by the third party in performing its work is expressly understood to be under the direction and control of the third party and the third party is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the third party to make a thorough inspection and verify the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation of warranty by the Port of Dutch Harbor with respect to such manner. (Subject to ITEM 102 herein.)

All such equipment will be properly used by the third party and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the third party shall pay for the damage to such equipment. Upon determination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted. It shall be incumbent on the third party to make a reasonable inspection of all accesses permitted to and from a work area and the work areas and to verify these are safe places for the access and the work to be performed. There is no representation of warranty by the Port of Dutch Harbor with respect to such matters.

(F) THIRD PARTY EMPLOYER WARRANTY

As a condition to the right to conduct business or operate on the Port of Dutch Harbor property, third party employers shall warrant that all their operations shall be conducted at all time with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on the Port of Dutch Harbor property shall be deemed to be an offer of such warranty by the third party and its acceptance by the Port of Dutch Harbor.

If any breach of these warranties causes or subjects the port to any losses, suits, claims, damages or liabilities, the third party shall defend, indemnify and save harmless and reimburse the City of Unalaska and Port of Dutch Harbor for all such losses, suits, claims, damages or liabilities. (Subject to ITEM 102 herein.)

THIRD PARTY EMPLOYER – DEFINITION

The term "Third Party Employers" refers to employers of stevedores, vessel employees, longshoremen, independent contractors, and all other non-City employees.

(G) INDEMNITY

Third party employers and employees shall defend, indemnify and hold harmless the City of Unalaska and the Port of Dutch Harbor, its employees, and agents from and against any claims, damages, losses, and expenses (including attorney's fees) for injury to or death of any third party employees or for injury to any real or personal property.

(H) INSURANCE

Third party employers shall be required to obtain and/or maintain the following insurance coverage:

Worker's Compensation insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable federal and state statutes and municipal ordinances, and shall carry a minimum of \$1,000,000 in employer's liability insurance (including liability under the Jones Act). Third party employers shall carry and maintain, at their own expense, insurance not less than the amount and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified, including all liability coverage with the exception of Worker's Compensation. There shall be no right of subrogation against the City or its agents, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policy relative to the business and operations conducted on the City of Unalaska's UMC property shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

Commercial General Liability limits not less than \$1,000,000 per Occurrence and \$2,000,000 annual Aggregate for bodily injury and property damage including coverage for premises and operations liability, products and completed operations liability, contractual liability, broad form property damage liability, and personal injury liability. occurring on, in, or about the vessels being loaded by third party employees, or the premises of the Port and the adjoining areas.

Commercial Automobile Liability covering all owned, non-owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each occurrence or loss.

Third party employers shall be required to submit to the City of Unalaska certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the City is to be given 30 days prior written notice of any alteration or cancellation.

**ITEM 102
LIMITS OF LIABILITY**

No provision contained in this tariff shall limit or relieve the City of Unalaska and Port of Dutch Harbor from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the City of Unalaska and Port of Dutch Harbor from liability for its own negligence.

ITEM 103

APPLICATION OF RATES

103

Unless otherwise provided, rates are given in dollars per short ton, lineal foot, square feet, or U.S. gallon, whichever creates the greater revenue.

Users of the Port are required to furnish dock receipts, mate's tickets, certificates, or copies of invoices, certified by the shipper to be true and correct, and acceptable to the Port.

Specific commodity rates will take precedence over any general or N.O.S. rates.

All current rates & fee schedules will be available at the Port of Dutch Harbor office.

ITEM 104

INSURANCE

104

Rates named in this tariff do not include insurance of any kind.

ITEM 105

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT

105

(A) RESPONSIBILITY FOR CHARGES

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

(B) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or services is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue or on completion of service or use.

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners, or agents before vessel is assigned a berth and commences its loading or unloading operations.
2. By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port.
3. For all charges on perishable cargo or cargo of doubtful value and household goods, payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment

requirements by the Port.

(C) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS

Use of Port facilities and services shall comply with the Conditions of the UMC Terminal Tariff as published by the Port.

ITEM 106

106

DELINQUENT ACCOUNTS

(A) TIME OF DELINQUENCY

All invoices will be declared delinquent 31 days after the date of the invoice. A monthly finance charge of 0.875% (10.5% per annum) will be applied to all accounts 60 days and older.

(B) COSTS AND EXPENSES RECOVERABLE

Should it become necessary for the Port to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to and become payable by the non-prevailing party. Such expenses shall include, but not be limited to, a reasonable attorney's fee and all costs of the suit.

(C) DELINQUENT LIST

The Port may record the vessels, their owners or agents whose invoices are delinquent on a Delinquent List. Vessels whose owners, operators or agents are on the Delinquent List may not be allowed to discharge to any Port dock or use any Port facilities until all past due charges are paid. A vessel whose owners, operators or agents have been on the Delinquent List and whose owners, operators or agents have satisfied past due charges must prepay all estimated charges on voyages subsequent to removal from the Delinquent List before being allowed use of any Port facility, unless other arrangements have been made in advance with the City Finance Department.

ITEM 107

107

LIABILITY FOR LOSS, DAMAGES, OR INJURY

(A) LIMITS OF RESPONSIBILITY

The Port of Dutch Harbor will not be responsible for any loss, damage, or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, the Port of Dutch Harbor shall not be liable for any loss, damage or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the Port of Dutch Harbor be involved; not from delay caused by adverse weather; delay caused by shortage of qualified labor, except to the extent that any of the aforesaid loss of damage results from negligent acts or omissions of the Port, its employees or agents. (Subject to ITEM 102

herein.)

(B) LIMITS OF RESPONSIBILITY

If and when others, other than the Port, are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ

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

**ITEM 108
RIGHTS OF THE PORT**

108

(A) RIGHTS RESERVED

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

(B) RIGHTS TO APPROVE

The Port of Dutch Harbor reserves the right to approve, if it so deems necessary, the Vessel agent's or owner/operator's use of their own equipment, supplies and materials and performing all services in connection with the operation of the loading and unloading of cargo and gear.

(C) RIGHT TO REFUSE FREIGHT

The Port of Dutch Harbor reserves the right, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit vessels to discharge freight:

For which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier.

Deemed extra offensive, perishable, or hazardous.

The value of which may be determined as less than the probable Port charges.

Not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port of Dutch Harbor, and all expense, loss or damage incident thereto

will be for account of shipper, consignee, owner or carrier

(D) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT

Hazardous or offensive freight, or freight which, by its nature, is liable to damage other freight, is subject to immediate removal, either from 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 owner, shipper or consignee. (Subject to ITEM 102 herein.)

Freight remaining on wharf or wharf premises after expiration of free time (See ITEM 202), and freight shut out at clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear. (Subject to ITEM 102 herein.)

(E) EXPLOSIVES

The acceptance, handling, or storage of explosives or excessively inflammable material will be subject to special arrangements with the Port of Dutch Harbor and governed by rules and regulations of Federal, State and local authorities. USCG; (TITLE 49 CFR 176.100 & 176.415)

Special arrangements with the Port of Dutch Harbor may include handling fees.

(F) OWNERS RISK

(Subject to ITEM 102 herein.)

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing.

Freight on open ground or on open wharf is at owner's risk for loss or damage.

All watercraft if and when permitted by the Port of Dutch Harbor to be moored, at wharves, or alongside vessels, are at owner's risk or damage.

ITEM 109

SHIPPER REQUESTS AND COMPLAINTS

For dockage and storage, shipper requests and complaints may be made by filing a written statement with the Port Director/Harbormaster. For handling of cargo and gear, requests and complaints must be first submitted to the vessel agent, owner/operator. Any shipper may submit a request or complaint.

109

110

**ITEM 110
DEMURRAGE OR DELAYS**

In furnishing services related to loading and unloading vessels, no responsibility for any demurrage whatsoever will be assumed by the Port.

Delays in loading, unloading, receiving, delivering, or handling freight, arising from combinations, riots, or strikes of any person in the employ of the Port or in the services of others, or arising from any other cause not reasonably within control of the Port, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage, or any other terminal charges or expenses that may be incurred.

The Port Director/Harbormaster may waive dockage charges for delays caused by extreme weather conditions, when such conditions prevent a vessel from departing at its scheduled time. However, the Port of Dutch Harbor does not accept liability for losses to vessel owners/operators, third party contractors, and others that are caused by adverse weather.

**ITEM 111
MANIFESTS REQUIRED OF VESSELS**

111

Masters, owners, agents or operators of vessels are required to furnish the Port of Dutch Harbor with complete copies of vessels' manifests showing the port of discharge and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Dutch Harbor. Such manifest must also designate the basis weight or measurement of which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes", mates' receipts, or dock receipts containing all information as required above may be accepted.

SECTION 2 – DEFINITIONS AND SCHEDULE OF CHARGES

SECTION 2.1 – GENERAL DEFINITIONS

**ITEM 201
BERTHING**

201

Vessels berthing or departing piers or wharves subject to this tariff must use sufficient tugs so the ship can be berthed or removed in a safe manner. Berthing speed shall be of a safe and controlled velocity—for example, the berthing speed shall not exceed 16 feet/minute. Line handlers shall be used as necessary.

**ITEM 202
FREE TIME FOR CARGO & MOORAGE**

202

(A) DEFINITION OF FREE TIME

1. **CARGO** The initial twelve (12) hour period during which cargo may occupy space assigned to it on terminal property, free of wharf demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo

on or off the vessel.

Free time applies to cargo in storage areas only. Cargo or equipment in working areas or that otherwise interferes with activities at the Port may be moved by the Port. In such cases, labor and equipment charges may be assessed.

2. **MOORAGE** Durations of two (2) hours or less during which a vessel may occupy space assigned to it or terminal property free of moorage charges. Examples of free moorage consist of medical emergencies, and short stops to pick up/drop off personnel.

(B) VESSEL DELAY

When the sailing date of a vessel has been announced or posted by the terminal operator and the sailing date is delayed due to stress of weather, accident, or other emergency, an extension of free time may be granted equivalent to the delay of the vessel, but not to exceed 24 hours. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

(C) COSTS ASSOCIATED WITH VESSEL DELAY

If a vessel exceeds its sailing date and time without proper notice or permission to do so by the port, that vessel may be liable for related costs incurred by the Port. For example, the Port shall not be liable for any charges that may be assessed to the Port by a subsequent dock user that incurs labor costs for gang call-out when this user is unable to access the dock because of the unauthorized delay of the first vessel. The offending vessel shall be liable for such costs, plus a 30 percent administration charge.

ITEM 203

203

LOAD LIMITS

Cargo shall be stacked or piled on piers or wharves so as to produce a uniform loading for the areas covered and to be no greater than than 750 pounds per square foot.

ITEM 204

204

NORMAL WORKING HOURS

Normal working hours of the Port office staff are 0800 to 1700 hours, five (5) days per week except during periods designated by the Port Director as a seven (7) day work week or on Port of Dutch Harbor / City of Unalaska holidays. Holidays are as follows: New Years Day; Martin Luther King, Jr. Day (3rd Monday in January); Presidents' Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day; Labor Day; Veterans Day (11th of November); Thanksgiving Day; Christmas Day; and every day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday. Hours will be posted at the Port Office.

Reservations shall be made by way written notification at least 24 hours in advance so scheduling changes can be made and confirmed during normal scheduled working hours.

Cancellation of a confirmed schedule less than 24 hours in advance may result in a charge of 25% of the applicable LOA rate listed in the UMC tariff.

ITEM 205

205

RESPONSIBILITY FOR HOUSEKEEPING

Users of the Unalaska Marine Center property will be required to maintain it in an orderly manner as directed by the Port Director/Harbormaster. If a user does not properly clean property used, the Port Director/Harbormaster shall order the work performed and the user will be billed at cost, plus a 30% overhead charge.

Housekeeping of flammable cargo requires special provisions. Users, shippers, consignee and persons in charge of ships will be held responsible for the following:

- a) Providing steam or other heating means to assure proper flow of petroleum products requiring such heat.
- b) Removal of temporary lines upon completion of receipt of discharge or flammable liquids.
- c) Preventing or containing any and all spillage or leakage associated with the receipt or discharge of their cargo(s). Spillage and/or leakage of petroleum products or flammables must be cleaned up immediately.
- d) Cleaning all petroleum products from lines located on or adjacent to the Terminal after vessel completes loading or discharge (unless otherwise authorized by the Port Director/Harbormaster).

ITEM 206

206

POINT OF REST

Point of rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

SECTION 2.2 – DOCKAGE

ITEM 220

220

DOCKAGE – GENERAL INFORMATION

(A) DEFINITION

The charge assessed against a vessel for berthing at a wharf, piling structure, pier,

bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) DOCKAGE – HOW CALCULATED

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip.

In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period.

(C) BASIS FOR COMPUTING CHARGES

Dockage charges will be assessed on the length-over-all of the vessel published in "Lloyds Register". The Port reserves the right to: (a) Obtain the length-over-all from the vessel's register, or (b) measure the vessel.

(D) VESSELS DOCKED TO REPAIR, SHORE, OUTFIT OR OTHER

Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, and store or fumigate while docked at wharf unless otherwise negotiated with Port Director/Harbormaster.

(E) VESSELS REQUIRED TO VACATE BERTH

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate berth when not actually engaged in loading or discharging freight or when occupying a berth beyond the time scheduled by the Port Director/Harbormaster. Any vessel upon notice to move, which refuses or fails to move, may be shifted or moved by tug or otherwise, by wharf agent, and any expenses, damage to vessels or wharf during such removal will be charged to vessel so moved.

(F) CHARGES ON VESSEL SHIFTING

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port of Dutch Harbor the total time at such berths will be considered together in computing the dockage charge.

(G) DOCK ASSIGNMENTS

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

(H) RESOURCE ALLOCATION RULES

Vessels not taking or discharging cargo may be required to leave to accommodate vessels intending to take or discharge cargo.

In cases of emergency, the Port Director/Harbormaster shall have full authority to reset berthing and terminal use priorities.

(I) GOVERNMENT SHIPS

The Port may offer US Government non-military and/or US Government contracted vessels the opportunity for up to 1 free 24-hour period of docking per year. All such ships must vacate the dock upon the request of the Harbor Master or Port Director. All other fees will apply to vessels receiving this 24-hour dockage exemption. Government agencies that have use agreements on file with the City of Unalaska will pay for dockage and other services per tariff or as otherwise outlined in individual agreements.

(J) OTHER

The Port Director is permitted to charge rates applicable to other City Dock facilities if such activity is temporary, short in duration, and for the convenience of harbor operations. Upon advanced written approval by the City Manager and notification to the Finance Director, the Port Director may also create special rates for activities not covered by the tariff or in the interest of promoting services to new customers. Promotional rates shall not last more than one month.

**ITEM 225
DOCKAGE – FEES AND CHARGES**

225

DOCKAGE RATES/ CARGO TRANSFER

Dockage rates/cargo transfer, expressed in dollars per 12 hour period, will be assessed as follows:

| Length Over All in Feet | | Charge |
|----------------------------|---------------------|-----------------------------------|
| <u>Over</u> | <u>But Not Over</u> | <u>Dollars per 12-hour period</u> |
| 0 | 100 | \$177.84 |
| 101 | 125 | \$222.88 |
| 126 | 150 | \$266.75 |
| 151 | 175 | \$353.29 |
| 176 | 200 | \$403.08 |
| 201 | 225 | \$454.07 |

| | | |
|-----|-----|--|
| 226 | 250 | \$503.87 |
| 251 | 275 | \$554.83 |
| 276 | 300 | \$604.64 |
| 301 | 325 | \$655.61 |
| 326 | 350 | \$711.33 |
| 351 | 375 | \$845.30 |
| 376 | 400 | \$901.02 |
| 401 | 425 | \$957.93 |
| 426 | 450 | \$1,013.64 |
| 451 | 475 | \$1,067.00 |
| 476 | 500 | \$1,126.27 |
| 501 | 525 | \$1,185.55 |
| 526 | 550 | \$1,244.83 |
| 551 | 575 | \$1,304.10 |
| 576 | 600 | \$1,363.39 |
| 601 | 625 | \$1,481.94 |
| 626 | 650 | \$1,778.34 |
| 651 | 675 | \$2,074.72 |
| 676 | 700 | \$2,371.11 |
| 701 | 725 | \$2,667.49 |
| 726 | 750 | \$2,963.89 |
| 751 | 775 | \$3,260.28 |
| 776 | 800 | \$3,556.66 |
| 801 | | \$3561.10 plus \$4.45 for each foot LOA in excess of 800 ft. |

Cruise Ships will be charged at a \$1.85 per foot, per 12 hour period.

Lay-up fees for other vessels using the UMC Dock during period of overflow will be charged at the Spit/LCD rate.

SECTION 2.3 – STORAGE

ITEM 230

230

STORAGE – GENERAL INFORMATION

(A) DEFINITION:

Terminal storage, including closed or covered storage, open or ground storage, bonded storage and refrigerated storage after storage arrangements have been made, is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound cargo or gear after the expiration of free time.

(B) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at

the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

When request for storage is not made prior to arrival of cargo at the terminal, and additional handling is required to move and/or re-pile cargo for storage, all labor and equipment in connection therewith will be assessed per Sections 2.5 and 2.7.

Storage charges are payable in advance and will be computed on the following basis:

1) Cargo received for storage will be billed on a daily/monthly rate.

Except as otherwise provided, no free time is allowed under the provisions of this section.

(C) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR Daily STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

**ITEM 235
STORAGE – FEES AND CHARGES**

235

(A) MINIMUM CHARGES (SEE ITEM 270)

(B) STORAGE RATES – OPEN AREAS

Rates herein named apply to storage in open areas. Owner assumes the risk for loss or damage to cargo.

| <u>Commodity</u> | <u>Monthly Charge</u> | <u>Daily Charge</u> |
|--------------------|-----------------------|--------------------------|
| All Freight N.O.S. | \$0.43 per sq ft. | \$0.03 per sq ft per day |

(C) WAREHOUSE

| | | |
|---------------------------|----------|----------------|
| Entire Warehouse Full Day | \$529.47 | ½ Day \$287.76 |
| ½ Warehouse Full Day | \$264.74 | ½ Day \$143.88 |
| ¼ Warehouse Full Day | \$132.36 | ½ Day \$71.93 |

(D) LOADING DOCK

| | |
|--|-------------------------------|
| | \$296.39 per day / whole dock |
| | \$74.08 per day / bay |

(E) MOBILE LOADING RAMPS: See Section VI of Schedule of Fees and Services

**ITEM 240
WHARFAGE – GENERAL INFORMATION**

240

(A) DEFINITION

A charge assessed against the cargo on all cargo passing or conveyed over, onto or under wharves or between vessels when berthed at a wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

(B) APPLICATION

Wharfage rates named in this tariff will be charged for all cargo received over the Unalaska Marine Center docks and will be in addition to all other charges made under provisions of this tariff, **Except the following:**

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on the wharf during unloading operations. Fuel handled over wharf will not be considered as ship's stores and will be subject to wharfage (see sections below on fuel and petroleum products).

(C) SHIP'S STORES

Ship's stores dunnage used for vessel's cargo, and repair materials and supplies, when intended for vessel's own use, consumption, or repairs, will all be exempt from assessment of wharfage. Fuel handled over wharf and ballast will not be considered as ship's stores and will be subject to wharfage and other charges that may be incurred.

(D) OVERSIDE

Unless otherwise specified in individual commodity items or unless other arrangements are made with the Port Director/Harbormaster, all freight loaded or discharged overside a vessel directly to or from another vessel (rafted), barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed regular wharfage rates.

ITEM 245

245

WHARFAGE – FEES AND CHARGES

(A) MINIMUM CHARGES: (SEE ITEM 270)

(B) SCHEDULE OF CHARGES

Unless otherwise specified, charges are in dollars per short ton.

| <u>Commodity</u> | <u>Charge</u> |
|---|---|
| Bulk Commodities, dry, N.O.S. (unloaded by owner's equipment) | \$4.74 |
| Seafood | \$4.74 |
| Vessel Gear & Equipment | \$4.74 Crab Pots/Cod Pots |
| Other Pots | See Section VI of Schedule of Fees and Services |
| Petroleum or Petroleum Products – flowage fee ¹ per U.S. gallon, or negotiated contract rate. | \$4.74 or \$.017 |
| Bulk Petroleum Products – inbound | Subject to contract and negotiations |

¹flowage fee charge to distributor is applicable unless preferential use agreement is in place or other contract has been negotiated.

ITEM 246

246

WHARF DEMURRAGE

(A) DEFINITION

A charge assessed against cargo/equipment remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. After expiration of free time demurrage will be assessed.

(B) MINIMUM CHARGES: (SEE ITEM 270)

(C) RATES

Except as otherwise provided below, Wharf Demurrage will be assessed at the following rates. Owner assumes the risk for loss or damage to cargo/equipment.

Per 24 hour day or part thereof, per square foot

| <u>First 12 hours</u> | <u>After 12 hours</u> |
|-----------------------|-----------------------|
| \$0.00 | \$0.57 |

SECTION 2.5 – HANDLING

ITEM 250

250

HANDLING – GENERAL INFORMATION

(A) DEFINITION

Handling, when performed at the terminal, is the service of moving cargo or fishing gear from the end of ship's tackle on the wharf to the first place of rest on the wharf, or from the first place of rest on the wharf to within reach of ship's tackle on the wharf. It includes ordinary sorting, breaking down, and stacking on the wharf. Charges will be made at the man-hour and equipment rental rates. Charges for handling are assessed against vessels, their owners, operators, or the party ordering the service.

(B) LINE HANDLING

The Port Director/Harbor Master will not make any arrangements for handling of lines, cargo or gear. No preference will be given to any labor force working the terminal. All labor must be contracted through shipping agents, stevedoring agencies or vessel agent, owner/operator.

All vessels must have line handlers appropriate for vessel size and current conditions.

(C) RIGHT TO HANDLE FREIGHT RESERVED

The Port of Dutch Harbor reserves the right in all instances for vessel owners and

operators to select qualified labor to perform the services of handling cargo. The labor selection is at their discretion and shall be in accordance with the requirements of this tariff.

ITEM 255 **255**
HANDLING – FEES AND CHARGES

(A) MINIMUM CHARGE: (SEE ITEM 270)

(B) SCHEDULE OF CHARGES

| <u>Commodity or Activity</u> | <u>Charge</u> |
|---|---------------|
| Vessel Gear & Equipment | cost plus 18% |
| Putrid or Rotten Fish Products | cost plus 18% |
| Heavy Metal Discard or Similar ¹ | cost plus 18% |
| Handling Flammable Material | cost plus 18% |
| Cleaning and Other | cost plus 18% |
| (1) Disposal of Items not normally accepted by the landfill | |

SECTION 2.6 – LABOR

ITEM 260 **260**
LABOR RATES

Labor described in this section refers to Port employees hired for specific tasks. It does not refer to third party employees.

ITEM 265 **265**
SPECIFIC LABOR COST SERVICES

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

- 1) Services for inspection and cleaning, etc. – See, for example, Section 2.5 - Handling. Materials and supplies furnished by the Port of Dutch Harbor in connection with services shall be billed at actual cost plus 18% for administration costs.

When equipment is used in performance of services, the charge will not be less than the tariff rate as shown ITEM 276.

ITEM 267 **267**
SCHEDULE OF MAN-HOUR RATES

Unless otherwise stated herein, the basic rate for Port labor per man-hour is provided

in Section VI of the schedule of fees and services.

ITEM 268

Security (TWIC)

Security that is required, but not provided by the owner, shipper, agent, or USCG regulations, will be provided by the Port and will be assessed at the following rates per hour for labor:

| | |
|---------------------------|---|
| Straight Time | See Section VI of Schedule of Fees and Services |
| Over Time | See Section VI of Schedule of Fees and Services |
| Double Time | See Section VI of Schedule of Fees and Services |
| Security set-up/tear down | See Section VI of Schedule of Fees and Services |
| Security Administration | See Section VI of Schedule of Fees and Services |

ITEM 270

270

MINIMUM CHARGES

Unless otherwise specified under individual items in this tariff or supplements thereof, the following minimum charges shall apply:

| | |
|------------------------|----------------|
| Handling | \$ Labor + 18% |
| Service and Facilities | \$ Labor + 18% |
| Storage – | |
| - Open Areas | \$ 57.56 |
| Wharfage | \$225.26 |
| Wharf Demurrage | \$ 115.10 |

Minimum charge based on 1 hour labor plus 18%.

ITEM 271

271

ELECTRIC SERVICE FOR VESSELS

Electric service for vessels must be arranged through the Harbor Office at least two hours in advance of required service.

Vessels using City-supplied electrical shore power at the UMC Dock will be charged the following:

| | |
|-------------------------|---|
| Hook-up Fee | See Section VI of Schedule of Fees and Services |
| Energy Charge, per kWh: | See Section VI of Schedule of Fees and Services |
| Demand Charge, per kWh: | See Section VI of Schedule of Fees and Services |

ITEM 272 **272**
FRESH WATER FOR VESSELS

Water must be arranged through the Harbor Office.

Fresh water will be furnished vessels as follows:

| <u>VOLUME</u> | <u>RATE</u> |
|---|---|
| First 1,000 gallons(includes hook-up) Services | See Section VI of Schedule of Fees and Services |
| Each additional 1,000 gallons or fraction thereof Services | See Section VI of Schedule of Fees and Services |

ITEM 273 **273**
WASTEWATER SERVICES FEES FOR VESSELS

Wastewater service for vessels must be made through the Harbor Office. The fees for discharge of vessel wastewater through the UMC sewer line are:

| | |
|---------------------------------------|----------|
| Hook-up Fee: | \$57.56 |
| Rate per 24 hours or portion thereof: | |
| LOA 0'-300' | \$80.57 |
| LOA 301'-600' | \$149.63 |
| LOA over 600' | \$218.70 |

ITEM 274 **274**
FUEL FLOWAGE FEE

Unless otherwise specified in a preferential use agreement or other contract, charges will be assessed on fuel as described in ITEM 245 (Wharfage).

ITEM 276 **276**
EQUIPMENT RENTAL

(A) RATES

Equipment rental can be arranged. A list of available items and current rates is maintained by the Port Director/Harbormaster.

(B) LESSEE'S AND RENTER'S RESPONSIBILITY

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use of operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Dutch Harbor, such operator shall be under the direction of the Port of Dutch Harbor and such operator shall be responsible for his/her own actions during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of equipment, as well as the competency of the operator. There is no representation or warranties by the Port of Dutch Harbor with reference to such matters.

ITEM 278

278

REFUSE REMOVAL AND SOLID WASTE DISPOSAL CHARGES

Charges will be assessed when a ship places refuse in a Port supplied 40 Yard dumpster and will be billed in increments of 1/4, 1/2, 3/4 or full:

See Section VI of Schedule of Fees and Services

Note: *No wood, pallets, metal, heavy plastics, crab line, poly totes, fish waste, chemical or food additives, or hazardous materials are allowed in dumpsters. If vessels require metal, pallets, plastic, fish waste, or food additives to be hauled to the landfill by the Port Department, the following charges shall apply:*

| | |
|--|--|
| Pallets or wood, per flatbed truck load Services | See Section VI of Schedule of Fees and Services |
| Other waste or scrap, per flatbed truck load Services | See Section VI of Schedule of Fees and Services |
| Additional Administrative Fee | 18% |

Placing prohibited material in a drop box and/or failure to sort refuse as required by landfill will result in a penalty. The penalty will be equal to any fees incurred by the Port plus a 30% administration charge, or equal to any time and material plus 30%, whichever is greater.

ITEM 280

280

VESSEL OILY WASTE OR GARBAGE DISPOSAL

CONDITIONS COVERING

Vessels that find it necessary to discharge oil waste or garbage at the Port of Dutch Harbor shall contact the Port Director/Harbor Master's office for the name of oily waste or garbage haulers who will be permitted by the Port to provide equipment and operate at the Port facility to receive, haul and dispose of oily waste or garbage. The vessel shall arrange directly with the oily waste or garbage hauler for such services and equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler will be made directly to the oil waste or garbage hauler by the vessel, its agent, charterer, or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler is not an agent or employee of the Port of Dutch Harbor, nor shall the Port of Dutch Harbor be liable for any act, omission or negligence of any such oily waste or garbage hauler. Charges for related services may be assessed to vessels by the Port of Dutch Harbor. The discharge by a vessel of oily waste or garbage at the Port of Dutch Harbor shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and Local regulations.