



City of Emmonak

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CITY OF EMMONAK, ALASKA ORDINANCE 16-02

AN ORDINANCE AMENDING THE TARIFF OF THE CITY OF EMMONAK, ALASKA TO PROVIDE MORE SPECIFIC REQUIREMENTS FOR VESSEL MANIFEST AND INFORMATION PRODUCTION TO THE CITY

WHEREAS, it is in the best interest of the City of Emmonak, Alaska (“City”) to ensure that the vessels calling at its port are properly maintained, compliant with federal, state, and local laws, and not a danger to public health and safety; and

WHEREAS, accurate information regarding vessels and owners calling at the port and harbor in the City is essential to protecting the port and harbor.

BE IT ORDAINED AND ENACTED BY THE CITY OF EMMONAK:

Section 1. The Tariff of the City of Emmonak, Alaska is hereby revised to read as follows **[ADDED LANGUAGE IN BOLD AND UNDERLINED; DELETED LANGUAGE IS STRICKEN OUT]**:

TARIFF OF THE PORT OF THE CITY OF EMMONAK

1.0 GENERAL RULES AND REGULATIONS.

1.01 Notice to Public.

The Port of Emmonak is owned and primarily operated by the City of Emmonak, Alaska. This tariff is published and filed as required by the Federal Maritime Commission law and it, therefore, constitutes notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

1.1 Application of Tariff.

Port Administrator. As described in 18.08.020 of the Emmonak City Code, the Port Administrator shall be the City Manager or a designee appointed by the City Manager. The Port Administrator shall have the authority to enforce the Tariff for the Port of the City of Emmonak in accordance with the terms herein and any written policies adopted by the City Council. The

Port Administrator shall be vested with all powers of a peace officer of the City which are necessary to enforce the Tariff.

The Port Administrator shall collect the charges outlined in this Tariff. The funds shall be deposited in the "Emmonak Port fund" as described in 18.08.040(e) of the Emmonak City Code.

General Application of Tariff. The rules, regulations and charges stated in this tariff apply to all vessels, and to all cargo moving to, from or across the Port facilities operated by the City of Emmonak, Alaska.

Subject to Change. The rates stated in this tariff, and revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If these conditions change because of causes not reasonably within the control of the Port, resulting in an increased cost of service, the rates are subject to change without notice.

Effective Date of Tariff and Changes. The rates, charges, rules and regulations stated in this tariff, and revisions or supplements thereto, will apply to all freight received at the Port on and after the effective date of this tariff, or the revision or supplement.

Use of Port Deemed Acceptance. The use of Port facilities will be deemed the acceptance of this tariff, and revisions or supplements thereto, including the terms and conditions stated herein.

Reservation of Agreement Rights. The Port reserves the right to enter into agreements with common carriers, shippers, and their agents concerning rates and services that vary from the terms and conditions stated in this tariff.

1.2 Application of Rates. The rates in this tariff are applied to freight delivered from a vessel on the basis of the quantities stated in the carrier's manifest, and otherwise on quantities determined by the Port Administrator.

1.3 Insurance. The rates stated in this tariff do not include insurance of any kind.

1.4. Cargo Handling.

General. The rates stated in this tariff do not include the handling of cargo. Separate handling rates are noted where applicable. All cargo handling labor must be contracted by the vessel owner, shipper or their agents.

Care in the Performance of Operations. Persons handling cargo 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 vessel being loaded or unloaded, or of any other party. All operation shall be conducted in compliance with recognized commercial and marine safety practices, procedures and regulations. Any damage caused by persons handling cargo will be recouped by the Port at the discretion of the Port Administrator.

Requirements for 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, all persons conducting operations at the Port shall:

1. Make use of the appropriate facilities and equipment furnished by the Port.
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 person'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 in all respects by (A) 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; (B) determining the equipment needed for the operation; and (C) coordinating sequence and timing of operations for the convenience and efficiency of the Port.

5. Promptly restore Port working areas to a clean, safe and orderly condition on completion of operations.

Port Supplied Equipment and Facilities. The Port shall furnish, subject to the conditions and charges stipulated elsewhere in this tariff, the following:

1. Access to the Port property for persons conducting loading and unloading operations at places and in the manner as may be approved by the Port.
2. Emergency office and telephone usage.
3. Port equipment to the extent it is available, required, and dedicated for such use.

All Port equipment utilized by persons conducting loading and unloading operations shall be under the direction and control of such persons, who shall be responsible for the operation thereof and assume all risk for injuries or damages which may arise from the use or operation of such equipment. The user is responsible for making a thorough inspection, and verifying the physical condition and capacity, of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to any such matter. All such equipment will be used properly 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 user shall pay for the damage to the equipment in an amount determined by the Port Administrator. Upon termination 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. The person conducting such operations shall be responsible for inspecting 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 or warranty by the Port with respect to such matters.

Equipment Rental. The use of forklifts, cranes and/or other equipment for use on dock premises and elsewhere will be permitted at the discretion of the Port Manager. Equipment will be rented with an authorized operator approved by the Port Manager. Equipment rental rates are as follows:

Equipment	Rates with Operator
Small Forklift	\$66/hour - \$526/day
Large Forklift Onsite	\$132/hour - \$1,056/day
Large Forklift Offsite	\$144/hour - \$1,152/day

Offsite rental approved by the Port Administrator shall start from the time the equipment leaves the Port until the time it is returned to Port premises.

Warranty of Person Conducting Operations. As a condition to the right to operate on Port property, the person conducting the operations warrants that all of operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such operations on Port property shall constitute an offer of such warranty and its acceptance by the Port. If any

breach of this warranty subjects the Port to any losses, suits, claims, damages or liabilities, the person conducting Port operations shall defend, indemnify and save harmless and reimburse the City of Emmonak and the Port from all such losses, suits, claims, damages or liabilities.

1.5. Responsibility for Charges and Terms of Payment.

Responsibility for Charges. Vessels, their owners, agents, masters, and shippers or consignees of goods docking at or using the facilities covered by this tariff, are jointly and severally responsible for the payment of charges assessed in accordance with this tariff. Rates, rules and regulations of this tariff and liability for charges apply without regard to the provisions of any bill of lading, charter party agreement, contract or any other conflicting document.

Terms and Conditions of Payment. Use of Port facilities 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 the 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 creditworthiness or has posted adequate security acceptable to the Port.

1.6 Delinquent Accounts.

Time of Delinquency. An account is delinquent if unpaid 31 days after the date of the invoice. A monthly finance charge of 2.00% (24% per annum) will be applied to the balance of any delinquent account.

Costs and Expenses Recoverable. If the Port institutes litigation to collect a delinquent account, all expenses incurred by the prevailing party, including, without limitation, attorney's fees and court costs, shall be payable by the non-prevailing party.

Refusal of Services for Delinquent Accounts. The Port may withhold access to its facilities from any person whose account with the Port is delinquent, and upon the payment of the delinquent amount, including any interest, may condition the person's future access to Port facilities upon prepayment of all estimated charges.

1.7 Limitation of Liability. The Port shall not be liable for any damage or loss to property, or for the death or injury of any person, except where caused by the sole negligence or willful misconduct of the Port or its employees or agents. All persons using Port facilities shall indemnify the Port from claims, including costs and attorney fees, for loss or damage to property, or the death or injury of any person, arising from such use, except where caused by the sole negligence or willful misconduct of the Port or its employees or agents.

1.8 Refusal of Freight. The Port may, without responsibility for demurrage, loss or damage, refuse to accept, receive, or permit vessels to discharge, freight:

1. For which previous arrangements for space, receiving or unloading have not been made by the shipper, consignee or carrier.
2. That is offensive, perishable or hazardous.

- 3. Whose value the Port determines to be less than the estimated Port charges.
- 4. Not packed in packages or containers suitable for its preservation during loading, unloading, or storage at the Port.

1.9 Removal, Transfer or Storage of Freight. The Port may remove from its premises or store freight that is hazardous or offensive, that may damage other freight or Port facilities, or that remains on the Port premises after the expiration of free time, with all expense and risk of loss or damage for the account of owner, shipper, or consignee.

1.10 Manifests Required of Vessels. ~~The master, owner, agent or operator of a vessel must furnish the Port with a complete copy of the vessel's manifest showing the port of discharge and the weights or measurements of all freight loaded or discharged at the Port. The manifest must also designate the weight or measurement basis on which ocean freight was assessed. In lieu of manifests, certified lists or copies of "boat notes," mates' receipts, or dock receipts containing all information as required above may be accepted.~~ Masters, owners, agents or operators of vessels are required to furnish the Port of Emmonak with complete copies of vessel manifests, showing the port of discharge and the weights and measurements of all freight loaded, or discharged at the facilities of the Port of Emmonak. Manifests shall, at the minimum, include Equipment number, Consignee, Shipper, Quantity, Weight of Commodity, and Remarks. Manifests must be submitted to the Port of Emmonak not later than twenty-four (24) hours in advance of arrivals. The Port Administrator must receive manifests and bills of lading prior to the arrival of inbound vessels. Outbound manifests and bills of lading listing cargo loaded across the port will be furnished to the Port Administrator concurrent with the departure of outbound vessels. Failure to submit manifests as required herein will result in a fine of \$ _____ and a denial of Port use privileges.

1.11 Working Hours; Holidays. The normal working hours of the Port office are 0800 to 1700 hours, Monday through Friday, except for the following holidays: New Year's Day; 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.

1.12 Responsibility for Housekeeping. Users of the Port shall maintain it in an orderly manner as directed by the Port Administrator. If a user does not properly clean property it uses, the Port Administrator may order the work performed and the user will be billed at cost, plus a 30% overhead administration charge.

1.13 Water Services. Potable water will be furnished for vessels at the discretion of the Port Administrator at the following rates:

Quantity	Rate
0 to 1,000 gallons	\$25.00 flat rate
1,001 to 3,000 gallons	\$50.00 flat rate

Each additional 100 gallons over 3,000	\$2.00 per gallon
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2.0 DOCKING OF VESSELS.

2.1 Vessel Coordination.

Moving Berthed Vessels. The Port may order a vessel 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 Administrator. The Port may move any vessel that refuses to move upon notice to do so, and any expense or damage occurring during the removal will be charged to the vessel.

Vessel Delay. When the sailing date of a vessel is delayed due to weather, accident or other emergency, the Port may extend free time for a period equal to the length of the delay, but not to exceed twenty-four (24) hours. This exception does not apply to freight against which demurrage or storage charges have accrued before the scheduled sailing date.

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 dock user 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% administration charge.

2.2 Free Time. A vessel may occupy space assigned to it on Port property free of dockage charges for a duration of one (1) hour or less for purposes such as medical emergencies, and short stops to pick up or drop off personnel.

2.3 Dockage Charges.

Duration of Dockage. The period of time upon which dockage will be assessed commences when the vessel is made fast to the dock, or when the vessel is made fast to a vessel so berthed, and continues until the vessel is completely free from and has vacated its berth. Dockage is charged for each twenty-four (24) hour period, with a partial period being rounded up to the next full period.

Length of Vessel. Dockage charges are assessed on the length-over-all of the vessel. The Port may obtain a vessel's length-over-all from the vessel's register, or measure the vessel.

Dockage Rate. Dockage charges accrue at the relevant rate per foot of length-over-all of the vessel per day as follows:

From	To	Per Ton (unless noted otherwise)
F/V 36' or less	N/A	\$20.00 flat rate
0	40	\$50.00 flat rate
41	99	\$1.30
100	299	\$1.00
300	1000	\$0.65
1001	2000	\$0.47
2001	5000	\$0.36
5001	Over	\$0.25

Vessel dockage fees will be assessed per twenty-four (24) hour period. Any amount of time over that twenty-four (24) hour period, the carrier will be charged for another twenty-four (24) hour period, at the discretion of the Port Administrator.

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

2.4 Wharfage.

Wharfage charges and fees are assessed as outlined herein. Wharfage charges and fees named in this Tariff will be charged for all merchandise received over the cargo dock of the Port of Emmonak and will be in addition to all other charges made under provision of this Tariff, except:

1. No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc. placed on wharf during unloading operations.
2. One-half (1/2) wharfage named herein will be charged on Merchandise discharged or loaded overside of a vessel directly to or from another vessel or to the water, when a vessel or vessels are berthed at the wharf.
3. Working stow cargo will be charged one-half (1/2) of wharfage and handling charges, provided such cargo is not removed from the wharf prior to reloading to the vessel.

Rates do not include emptying contents onto the dock or extra handling.

Fees and Charges. Schedule of charges (in U.S. Dollars).

LCL Cargo: LCL rates named herein do not include loading, unloading or delivery to or from consignees or shippers' vehicles, vans, vessels, or other conveyances. These services will be provided at no cost to the consignee, however will be performed at the terminal's convenience. Rates apply only to less than container or loose stow freight. The minimum charge for wharfage shall be \$10.00.

Charges are in cents per 100 pounds, unless otherwise noted

Description	Wharfage	Handling
Appliances (household), coal, gas, oil, wood or electrically operated, namely: <ul style="list-style-type: none"> • Freezers • Furnaces • Heaters • Heaters, Water • Ranges (cooking) • Refrigerators • Stoves (cooking) • Stoves (heating) • Machines: <ul style="list-style-type: none"> ○ Dishwashing ○ Drying (laundry) ○ Ironing ○ Washing (laundry) ○ Washing & Drying (combined, laundry) Furniture, wood or metal (set up or not completely taken)	\$0.84	\$1.25

apart)		
Vehicles, Chassis, Trucks, and Trailers (other than house trailers) (minimum 6,000 lbs)	\$0.61	\$1.06
Containerized Vehicles; per vehicle (flat rate)	\$40.00	\$40.00
Airplanes, Boats, Boat Kits, Canoes, Skiffs, ATVs (2, 3, or 4-wheeled), Motor bikes, Snowmachines, Outboard Motors, or Engines	\$0.96	\$2.15
Commercial F/V up to 32', Herring Skiffs up to 36' (flat rate)	\$100.00	\$150.00
Empty Containers and Vans	\$0.10	\$0.10
Freight (not otherwise specified)	\$0.35	\$0.65
Glass (windows)	\$0.72	\$1.25
Gravel, bulk (per cubic yard)	\$1.00	\$2.00
Insulation, bundled	\$0.64	\$1.44
Insulation, rolled, polystyrene	\$1.44	\$3.13
Trailers, Mobile Homes, Modular Buildings	\$2.00	\$2.00
Fuel Transfer Charge: <ul style="list-style-type: none"> There shall be a 3 cent charge per gallon of fuel for all fuel transfers from vessel to tanker, tanker to vessel, vessel to pipeline, and/or pipeline to vessel, with the exception of fuel transfers bound for the electric cooperative. Fuel transfers to the electric cooperative shall be charged at two and one half cents per gallon (\$0.025/gal). These charges are in addition to normal dockage charges. 	\$0.03/gallon	N/A

The following additional rates apply to Containerized Cargo.

Description	Rate
All containers (except fish) which exceed minimums	\$0.35CWT
20' containers (including post flats) with fork pockets (up to 14,000 lbs)	Minimum \$100.00
20'-24' flats or bundles with 5" dunnage (up to 18,600 lbs)	Minimum \$130.00
40' containers with fork pockets (up to 20,000 lbs)	Minimum \$160.00
40' flats, containers without fork pockets (up to 26,400 lbs), including refrigeration units, and bundles without dunnage	Minimum \$185.00
Fish Containers <ul style="list-style-type: none"> 20' containers (flat rate) 40' containers (flat rate) 	\$150.00 \$230.00

Miscellaneous: The following additional rates apply as noted below.

Top Stow Cargo shall be charged a \$25.00 flat rate in addition to normal

wharfage charges.

Overlength Cargo shall be charged \$4.00 for each foot over the rated length for flats, platforms, post flats, etc. in normal wharfage and handling charges.

Garbage Disposal fees shall be \$15.00 for garbage disposal in Dock dumpster, charged at the discretion of the Port Administrator. Any Port leaving garbage anywhere on the Port property will be charged the \$15.00 garbage disposal fee and an additional \$5.00 fine.

3.0 STORAGE

3.1 Storage Service. Storage is the service of providing space for the storing of inbound or outbound cargo or gear after the expiration of free time. When space is available, storage may be permitted of in-transit cargo interchanged with or between water carriers at rates stated below.

3.2 Free Time for Cargo Storage. Free time for cargo is the initial period during which cargo may occupy space assigned to it on Port property, free of demurrage or storage charges, immediately prior to loading, or subsequent to discharge, 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. Free time of five (5) days is allowed on local cargo and fifteen (15) days is allowed on through rated cargo. Free time of twenty-four (24) hours from discharge is allowed for loose gravel and sand.

3.3 Storage Charges. The following rates are for the use of storage space. The owner assumes the risk of loss or damage to stored cargo.

Commodity	Monthly Charge		Daily Charge	
	November 1 – April 30		May 1 – October 31	
All Freight N.O.S.	\$45.00/month/per 100 sq. ft.		\$3.00/day/per 100 sq. ft.	
Gravel/Sand (loose)	\$0.15 per ton		\$0.05 per ton	
Van/Connex	\$80 per container		\$10 per container	

Backhaul containers/flats shall have fifteen (15) days of free time May 1 through October 31. Upon expiration of free time, a monthly charge shall apply for days sixteen (16) through thirty (30). Daily charges shall apply after day thirty (30). Monthly charges shall apply November 1 until time of first sailing. This provision applies only to mainline carriers, and is applied solely at the discretion of the Port Administrator.

6.0 DEFINITIONS.

Dockage. The charge assessed to a vessel for docking at a dock or other facility, or for mooring to a vessel so docked.

Free Time. A specified period during which cargo may occupy space assigned to it within the Port free of demurrage or storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

LCL Cargo. Cargo that is less than one (1) container load.

N.O.S. Not otherwise specified.

Storage. The charge assessed for cargo that is placed in a storage area in the Port.


Ton. Two thousand (2,000) pounds. One cubic yard of sand or gravel is presumed and defined to weigh 2,650 pounds, equivalent to 1.325 tons.

Wharfage. Wharfage is a charge assessed for 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.

Section 2. This ordinance is of a permanent and general character and shall be included in the Tariff for the City of Emmonak, Alaska.

Section 3. This ordinance shall take effect immediately upon adoption.

ENACTED THIS 9th DAY OF February, 2016.


Wilbur Hootch, Mayor

SIGNED AND ATTESTED TO THIS 10th DAY OF February, 2016.


Shannon Andrew, City Clerk

[AFFIX CITY SEAL]

First Reading: January 19, 2016

Second Reading: January 25, 2016

Public Reading: February 9, 2016