

City Manager
Tom Moran

Port Director
Joy Baker

Harbormaster
Lucas Stotts



Nome Port Commission
Jim West, Jr., Chairman
Charlie Lean, Vice Chairman
Doug Johnson
Derek McLarty
Shane Smithhisler
Tony Cox
Scot Henderson

102 Division St. • P.O. Box 281
Nome, Alaska 99762
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AGENDA
NOME PORT COMMISSION
FEBRUARY 16, 2017
REGULAR MEETING ~ 5:30 PM
COUNCIL CHAMBERS

- I. ROLL CALL**
- II. APPROVAL OF AGENDA**
- III. APPROVAL OF MINUTES**
01.19.17 Regular Meeting
- IV. CITIZEN'S COMMENTS**
- V. COMMUNICATIONS**
 - 12.27.16 USCG D17 Response to Mayor on Seasonal Vessel Detachment
 - January 2017 NCVB Report – Section on Expedition Cruises
 - February 2017 Packet of ADDP Study Restart Support Letters
 - Mayor Beneville, City of Nome
 - Richard Strutz, Sitnasuak Native Corporation
 - Art Ivanoff, Bering Strait Alliance
 - Judith Miller, Alaska Response Company
- VI. CITY MANAGER REPORT**
 - City Manager Report
- VII. HARBORMASTER REPORT**
 - Verbal Update on Maintenance/Repairs
- VIII. PORT DIRECTOR REPORT/PROJECTS UPDATE**
 - 02.10.17 Port Director/Projects Status Report
- IX. OLD BUSINESS**
 - Mid Dock Ramp Extension Change Order – Updated Drawing
- X. NEW BUSINESS**
 - Port of Nome Tariff No 12 – Revisions for Consideration
- XI. CITIZEN'S COMMENTS**
- XII. COMMISSIONER COMMENTS**
- XIII. NEXT REGULAR MEETING**
 - March 16, 2017 - 5:30 pm
- XIV. ADJOURNMENT**

**MINUTES
NOME PORT COMMISSION
REGULAR MEETING
January 19th, 2017**

The Regular Meeting of the Nome Port Commission was called to order at 6:30pm by Chairman West in Council Chambers at City Hall, located at 102 Division Street.

ROLL CALL

Members Present: C. Smithhisler; C. Lean; C. West Jr.; C. Henderson; C. Johnson, C. Cox; C. McLarty;

Also Present: Lucas Stotts, Harbormaster;
Joy Baker, Port Director; John Blees, City Engineer (both telephonically)

In the audience: Lauren Frost, KNOM; Sandra Medearis, Arctic News;

APPROVAL OF AGENDA

Chairman West asked for an approval of the agenda.

A motion was made by C. Lean and seconded by C. Henderson to approve the agenda as presented.

At the Roll Call:

Ayes: Lean, West, Henderson, Johnson, Cox McLarty, Smithhisler

Nays:

Abstain:

The motion **CARRIED**.

APPROVAL OF MINUTES

November 17, 2016 Regular Meeting

A motion was made by C Lean and seconded by C. Johnson to approve the minutes.

At the Roll Call:

Ayes: West, Henderson, Johnson, Cox, McLarty, Smithhisler, Lean

Nays:

Abstain:

The motion **CARRIED**.

December 15, 2016 Regular Meeting

A motion was made by C Henderson and seconded by C. Johnson to approve the minutes.

At the Roll Call:

Ayes: Henderson, Johnson, Cox, McLarty, Smithhisler, Lean, West
Nays:
Abstain:

The motion **CARRIED**.

CITIZENS' COMMENTS

None

COMMUNICATIONS

- 01.03.17 Arctic Infrastructure as Unintended Victim – Forbes
- 01.06.17 Water Bill Requires Fresh Look at Arctic Port – AK Journal of Commerce
- 01.08.17 Polar Code Heralds Safe Navigation in the Arctic – Arctic Now
- 01.11.17 Russian Icebreaker Ends Longest Navigation Season – Arctic RU

Discussion:

None

CITY MANAGER'S REPORT (01/16/17 Written)

Discussion:

None

HARBORMASTER'S REPORT (Verbal)

HM Stotts gave a brief maintenance update to include modifications and repairs to existing harbor ladders, in between the ongoing demand of snow removal. There have been a few reports of ice impacting the Fish Dock piling, but nothing specific has been found. Staff will continue to monitor.

The first round of impounds is wrapping up, with a second round scheduled for February. Also, he's been advised the Japanese research vessel, *Oshoru Maru*, will be in Nome for 3-4 days during the 2017 season. Discussion ensued regarding the purpose of the tariff designation of the *Closed Season* period; which is specifically pertains to activity related to water/ice operations, thereby allowing the Port to grant or deny authorization to conduct activities during the winter, based on their purpose and safety.

Port Director Report / Projects Update (Written)

- 01.16.17 Port Director/Projects Status Report

Discussion:

PD Baker highlighted the ongoing discussions with the Congressional Delegation and the Army Corps Headquarters office regarding forward progress of the ADDP study based on the passage of the WIIN Act and NDAA 2016 legislation. Corps is internally developing their timeline and implementation of the new law.

Also, additional funds for the remaining Additive Alternates of the Cape Storm Repairs were approved and we are awaiting execution of the formal grant documents, followed by award to Knik.

OLD BUSINESS

- Mid Dock Ramp Extension Change Order

Discussion:

Extensive discussion took place regarding the need and purpose of the ramp extension, clearly driven by the need to protect the slope surfacing from eroding during significant southerly storms. The layout of the design was evaluated with questions being raised about the exact measurements of the extension and how it would tie into the existing ramp. The operational use and benefit of the ramp was further discussed, which highlighted the effectiveness of extending the ramp to alleviate the need for continued maintenance after each storm surge to replace and compact the sloped surfacing. Questions also included quality of existing contractor and any performance issues relating to original project – none were identified.

Based on the questions relating to the design layout and specs, this issue was tabled until answers could be provided and discussed at a follow up work session and reconsidered at the next Regular Meeting in February.

NEW BUSINESS

CITIZENS' COMMENTS

None

COMMISSIONERS' COMMENTS

C. Lean – read article icebreaker running convoys on a round robin along the Russian coast, which he believes is omitted from the Corps justification on developing infrastructure on the U.S. coast. He believes it is a standard that the Corps should be effectively considering as justification for the Port expansion.

C. Smithhisler – no comments

C. McLarty – items discussed in the tariff during the work session referencing specific service tools, equipment and materials not being assessed charges when working on vessels on port property, and some type of payment plan offered that is more structured and not a bunch of certified letters and other fees place in the tariff or approved by Council, and would not like to see any increase in the tariff rates this year

C. Johnson – no comments

C. Cox – no comments

C. Henderson – good discussion and likes that we're being proactive in looking at where we're putting money, and what assets are generating revenue at the port. He's very concerned at raising tariff rates based on potential declining revenues and declining business, although we have a responsibility to maintain infrastructure. Also, very interested to see how the seasonal sales tax rate increase is going to affect operations at the Pot.

C. West – good discussion tonight, like the interaction between the members and staff in sorting out issues and take on challenges. He looks forward to the protection of our infrastructure into the future.

SCHEDULE OF NEXT MEETING

The next meeting: February 16th, 2017 at 5:30PM.

ADJOURNMENT

Motion was made by C. Cox for adjournment – meeting adjourned at 8:12 PM.

APPROVED and **SIGNED** this 16th day of February, 2017.

Jim West, Chairman

ATTEST:

Tony Cox, Secretary

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Seventeenth Coast Guard District

P.O. Box 25517
Juneau, AK 99802-5517
Staff Symbol: D17(d)
Phone: (907) 463-2028
Fax: (907) 463-2037

16000
27 Dec 2016

The Honorable Richard Beneville
Mayor of Nome
P.O. Box 281
Nome, AK 99762

Dear Mayor Beneville:

Thank you for your letter dated October 25, 2016, asking the Coast Guard to consider placement of a seasonal small boat unit in Nome.

Gold dredge vessel operations, cruise ships and eco-tourism, researchers, in addition to traditional fuel and transport vessel activity, have resulted in increased maritime traffic in Nome and elsewhere across Western Alaska and the North Slope. We review many factors when we decide where to place our scarce assets to meet the risks and increased activity in areas that do not have permanent Coast Guard resources. As we balance our limited resources with a rising demand for services across such a large geographic area, we believe our missions in and around Nome are currently best served through the presence of mobile, seasonal assets such as offshore and coastal cutters equipped with small boats and occasionally with helicopters, as well as by visiting inspectors and staff from our permanent facilities in Anchorage and Juneau. This approach provides us the greatest flexibility to address highly dynamic mission demands in the U.S. Arctic area of operations.

We greatly value the input of our stakeholders and local residents of the communities we serve. We intend to reach out to you in Spring 2017 as part of our planning for Arctic Shield 2017 summer operations to listen to your concerns and ideas, and evaluate how our mobile assets can be best used to minimize maritime risk.

My External Affairs Officer, LCDR Ray Reichl, can be reached at (907) 463-2071 and would be pleased to respond to any further questions you or your staff may have.

Sincerely,


M. F. MCALLISTER
Rear Admiral, U.S. Coast Guard



NOME CHAMBER OF COMMERCE

NOME CONVENTION & VISITORS BUREAU

TO: Tom Moran, City Manager
City Council Members
Mayor Richard Beneville

DATE: January, 2017

FROM: Mitch Erickson,
Nome Convention & Visitors Bureau

SUBJECT: 4nd Quarter
2017

cc: Nome Chamber of Commerce Executive Director

INTRODUCTION

The following lists the highlights of the goals and accomplishments for the Nome Convention and Visitors Bureau (CVB) during October, November and December. The purpose of this memo is to inform the City of Nome of the progress that the CVB operations and to provide a historical record of activities for CVB staff as reference for future planning.

STAFFING

The Visitor Center maintained winter hours of 9 AM to 6 PM, Monday through Friday. We do open on weekends or stay open later if we have a request or know of an event that is in town.

ALASKA TRAVEL INDUSTRY ASSOCIATION (ATIA) ANNUAL CONVENTION

In October Mayor Beneville, Leon and I attended the annual ATIA Convention which was held at the Dena'ina Center in Anchorage. After a few years hiatus, we decided to bring a booth to the Trade Show primarily to promote Nome to the instate attendees with "Nome, Alaska's Best Kept Secret" as well as promoting the "Three Days, Three Ways" through the Alaska APP.

Unfortunately the Dena'ina Center is not a very good venue for events with Trade Shows. The majority of events are held on the 3rd floor while the Trade Show was located on the 1st floor, thus there was limited traffic through the trade area. I have to give ATIA staff credit for scheduling several events on the 1st floor to provide some traffic through the Trade Show area. Having the Trade Show located away from the main traffic areas really limits the exposure as well as limiting the access to the attendees, especially the ones you would like to make contact with.

I had the opportunity to meet with John Krielkamp (Nome Tourism Director in the 80's) who at the time was employed by the expedition cruise company called "Uncruise". Back in the 90's John worked for CruiseWest when they offered sailings to Chukotka, so I asked him if he thought it was feasible to convince an expedition cruise line to "homeport" a ship in Nome to sail a route similar to what Heritage Expeditions is doing today or what CruiseWest did when he was working with them? He noted that there were two new expedition cruise ships now under construction and this type of cruise is now the fastest growing cruise market. I asked him if he would be interested in assisting us in developing a plan to take to a prospective cruise line for which he said "yes". However, he had to decline in December as he took a position with Bristol Bay Native Corporation as VP of Tourism Development.

I also had the opportunity to meet with Tandy Wallack, owner of Circumpolar Expeditions. Her company specializes in travel to the Chukotka area of Russia. We discussed the positive changes that are happening in the Chukotka region in respect to tourism which brought me to ask her if she thought the timing was right to try and lure a expedition cruise line to homeport a ship here in Nome. She felt it was and agreed to with us as we begin the marketing process.

With John Krielkamp no longer available I turned to Noel DeChambeau, currently a Director of Knightly Tours based in Seattle. I've known Noel from our days in Skagway where he first began his tourism career as Shore Excursion Manager for Princess Tours. Over the years Noel was Director of Sales and Marketing for Holland America and Windstar Cruises. He was responsible for developing new cruise excursions for each company. We had a brief conversation in late December and will be looking forward to working with him in 2017.

What is an expedition cruise? An expedition cruise is typically aboard a smaller vessel (200' to 400') with an emphasis on the natural habitat of exotic destinations. The term also implies to a relatively expensive cruise with onboard experts in the ecology of the destination and a certain level of rigor, such as in Arctic cruises. Passenger capacity ranges for 50 to 150 passengers with an average trip price around \$10,000 per person. Expedition cruises are one of the fastest growing sectors of the cruise industry. Of the ships that currently call on Nome, I would classify the Silver Discovery (128 pass) and Hanseatic (184 pass) as expedition class vessels.

Currently all the ships that call on Nome (Le Solei (480 pass), Le Astral (240 pass), Hanseatic and Silver Discovery) use Nome as a termination or beginning of the next cruise. The embarking passengers arrive via a charter from Vancouver, BC and the disembarking leave Nome via the same charter. These passengers are basically “corralled” for the three to four hours they are in town and have little time on their own. On the positive side, we are seeing more traffic from guests that have taken one of these sailings and have decided to come back to enjoy our road system.

The Crystal Serenity was the first boat to make a “Port of Call” similar to what they enjoy in Southeast Alaska. The passengers were offered free time in Nome to do as they please for up to eight hours. Some opted to take the number of shore excursion offered while others opted to discover Nome on their own.

Since 2006 Heritage Expeditions has been using Nome to stage passengers for their Wrangel Island (Russia) cruise. Heritage works with Nome Discovery Tours to coordinate the transportation of their passengers via Bering Air to Russia where they currently stage their tour departures. Heritage uses the Russian owned and registered Polar Research Vessel, which is fully compliant with SOLAS and IMO regulations. However, the USCG has more stringent regulations and thus not allowed in US waters upgrades were completed, but to meet USCG regulations would be cost prohibitive.

Why Homeport A Vessel in Nome?

In 2010, we convinced Heritage to start their Alaska portion of the tour in Nome and not in Anchorage. At that time Heritage passengers would meet in Anchorage, board the Alaska Air flight to Nome then walk over to Bering Air for the charter flight to Russia. Now the company has their clients travel on their own to Nome, then meet at Bering Air on the departure date. In 2010, this equated to 311 room nights in Nome. Now all embarking and disembarking clients arrive a day or two earlier or stay a day or two longer which allows them to enjoy western Alaska too. Over the years we have seen an increase in the room nights Heritage provides as more passengers have extended their stay in Nome to enjoy our road system. This increased both bed tax and sales tax receipts. Their dream is still to work from the Port of Nome, embarking and disembarking passengers from the Port and collect fuel and provisions here. This would have a significant impact on our economy. We have a first name working relationship with the owner and management of Heritage Expeditions. However, their current relationship with the Russia boat keeps them from their Nome homeport desire.

In 2017 this will be one of our top priorities, to find a cruise line interested in a Nome based US/Russian cruise.

SAN DEIGO TRAVEL & ADVENTURE SHOW

While at the ATIA Convention we met with a representative of the San Diego Travel & Adventure Show which will be held March 4 – 5, 2017. The show came highly recommended by Augie Krutch, owner of Alaska Gold & Resort LLC., operator of the gold camp up on upper Anvil Creek. They have attended this show for the past several years and noted it was well worth the expense.

We decided to purchase booth space for the event and make it available to all parties involved in Nome tourism. We will be working with the museum and cultural center for either a slide show or short video to play at the booth. This is the 1st time we have ventured directly into the so called “direct marketing” where Nome businesses could sell their products direct to the public. In the past we had sent Richard Beneville down to ATIA sponsored events that met with Travel writers but never could see any positive coverage for the expense.

Here are some interesting stats:

Total Attendance (2016) 14,648

Travel Trade: 1,491

Travel Agents: 423

Press: 109

95% of Trade Show participants state their number 1 reason for visiting the event is to meet with exhibitors.

Over the next month we will be working with the various attendees on develop our booth and insure a smooth operation while we are there.

IDITAROD

We begin advertising our overflow housing in early November realizing that before one can purchase a ticket, they need a place to stay. As of the end of December we had eleven parties (roughly 30 people) on the list with around a half dozen hosts signed up. Historically, we do not see many Host applications until after IronDog is over.

NACTEC

We met with several NACTEC classes to discuss tourism and how tourism could work for them and their community. One area we promoted was the use of multimedia (video on youtube etc) as an easy way to access a large viewing public with equipment that is readily available to you via your cell phone or the multimedia center at BSNC. Think “out of the box’ and make it happen.



February 9, 2017

Mr. Bruce Sexauer
Alaska District Corps of Engineers
Civil works Project Management Branch
P.O. Box 6898
JBER, AK 99506-0898

State of Alaska Congressional Delegation:
The Honorable Lisa Murkowski, Senator
The Honorable Dan Sullivan, Senator
The Honorable Don Young, Congressman

RE: PORT OF NOME – ARCTIC DEEP DRAFT PORT STUDY NEW START per WIIN ACT SECTION 2006

Dear Mr. Sexauer,

The City of Nome respectfully requests the Army Corps of Engineers take immediate action to expedite a new start on a Deep Draft Arctic Port at Nome, in order to fully capture the intent of the additional provisions contained within the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016, and the National Defense Authorization Act (NDAA) of 2016.

Nome's strategic location enables the Port to serve a vital role in supporting a wide variety of marine industries necessary to support the needs of the regional communities across the Western Alaska coastline, as well as the Arctic maritime fleets working in and transiting through Arctic waters. Section 2006 of the WIIN 2016 specifically provides for consideration of the long-term viability and welfare of the communities in a region, as well as a project's social and cultural value to those regional communities as they rely heavily upon the Port of Nome as a transshipment point for fuel, equipment and supplies.

Section 1095 of the NDAA 2016 brings forth the strategic importance of Arctic infrastructure by requiring an assessment of the future security requirements for one or more strategic ports in the Arctic be compiled by the Secretary of Defense in a report delivered to Congress within 180 days after becoming law. The City of Nome looks forward to the collaboration between the Army Corps and the Department of Defense staff in this effort that will clearly highlight the growing capabilities at Nome and further justify federal investment into the development critically needed to protect the Alaska coastline and U.S. national security.

As stated in a January 16, 2017 Letter of Intent, the City stands ready to enter into a Feasibility Cost-Share Agreement with the Alaska District, and has sufficient funds on hand to meet the 50/50 match, with total costs not to exceed \$3 million. I look forward to working with the Army Corps on the development of a Deep Draft Arctic Port in Nome.

Sincerely,
CITY OF NOME

Richard Beneville
Mayor



February 3, 2017

State of Alaska Congressional Delegation:

The Honorable Lisa Murkowski, United States Senate
The Honorable Dan Sullivan, United States Senate
The Honorable Don Young, United States House of Representatives

Bruce Sexauer
Alaska District Corps of Engineers
Civil Works Project Management Branch
CEPOA-PM-C
P.O. Box 6898
JBER, AK 99506-0898

RE: PORT OF NOME – SUPPORT & REQUEST RESTART OF STUDIES & DESIGN

Dear Senator Murkowski, Senator Sullivan, Congressman Young and Mr. Sexauer:

On behalf of Sitnasuak Native Corporation, I want to express our strong support for the future development and expansion of the Port of Nome. Sitnasuak Native Corporation also strongly supports and requests federal action to restart and complete the US/Alaska Deep-Draft Arctic Port System feasibility study by the US Army Corps of Engineers – Alaska District.

As an introduction, Sitnasuak Native Corporation (SNC) is one of the Alaska Native corporations created in 1971 under the Alaska Native Claims Settlement Act (ANCSA). SNC is proudly headquartered in Nome, Alaska, with operations in Anchorage, California, Virginia Beach and Puerto Rico. Today, SNC is the largest of 16 village corporations in the Bering Straits region with over \$130 million in annual revenues. SNC is owned by approximately 2,900 Alaska Native shareholders.

As you may know, the Port of Nome is a strategically situated and existing Arctic port with the ability to be cost effectively expanded to serve private, state, national and international needs. In addition, there is already developed and available shore-based infrastructure with proven capacity and services which include the following: fuel storage, marine refueling via a shore based header, United States Customs office, comprehensive utilities (water, sewer and electricity), and telecommunications with a future upgrade to fiber connectivity expected to be completed in 2017-18. There is also publicly maintained road access to the community of Nome where infrastructure and services include the following: State of Alaska maintained airport with TSA staffing, surgical care hospital facilities, retail grocery and supply stores, hotels and lodging, restaurants, meeting space rentals, banking, library-museum-culture center, National Park Service visitor center, and Nome Convention and Visitors Bureau. Furthermore, the

community provides extensive public safety infrastructure with courthouse, regional correctional center, State of Alaska Troopers, and local police.

The Port of Nome is a publicly maintained facility with a current depth of -22.5 feet (MLLW) accommodating multiple users while directly benefitting the community including the 16 villages in the Bering Strait Region, our neighboring Arctic regions of Southwest/Calista, Northwest Arctic/NANA, and North Slope/Arctic Slope Regions. The inter-regional support includes the shipment or export of gravel and rock from quality Nome resources that facilitates community infrastructure and housing development in the above listed regions. The Port of Nome has a strong history of community engagement including the City of Nome Port Commission with seven commissioners that is staffed by a City Port Director and Harbor Master.

The Port of Nome facilities and operations serve various maritime users and represent significant economic and quality of life value to the people and communities as well as the private industry users. Maritime users include fisheries, marine transport of commercial barge services for transshipment of goods and fuel, research vessels, tourism and cruise ships, subsistence users, and resource development including mining and oil/gas industries. It should also be noted that the Port of Nome currently represents one of the few publicly available U.S. ports north of Dutch Harbor and supports critical access to the Arctic.

SNC is one of the many users of the Nome Port. SNC operates Bonanza Fuel, LLC (Bonanza), as a wholly owned subsidiary that manages the largest bulk fuel storage facility in Nome and is located at the Port of Nome for over 20 years. Bonanza offers shore-based fueling services to maritime customers, commercial operations, and community residents. The marine fueling services utilize the Port of Nome fuel header for transfers of 41,000 gallons in approximately 2 hours. This also allows the simultaneous delivery of potable water, sewage pump-out, refuse removal, resupply of stores, and crew changes. This is a long-term private investment of SNC and an important service to the community and Port of Nome as an existing Arctic port. As an existing user of the Port of Nome, SNC supports the ongoing port infrastructure improvements to best serve the community and greater Arctic community and transportation network. Bonanza also has built capacity in oil spill response that is an important benefit to the Port – particularly as a rural community that networks closely together.

In regards to the federal support for the Port of Nome's future development, SNC supports and requests immediate action be taken by the US Army Corps of Engineers to restart and complete the *Alaska Deep Draft Arctic Port Study*, which was started in 2011 and was paused on October, 23, 2015, for a strategic interval of 12-months. This resuming of the project is supported with the passage of additional federal provisions contained within the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016, and the National Defense Authorization Act (NDAA) of 2016.

According to Section 2006 of the WIIN 2016, there are specific and important provisions for updating project factors regarding the long-term viability and welfare of the communities in a region, as well as a project's social and cultural value to those regional communities. This is a new and major consideration that supports justification for an Arctic Deep Draft Port in Nome, in that there are numerous communities in Norton Sound and the Bering Strait region that rely heavily upon the Port of Nome as a transshipment point for fuel, equipment and supplies. Many

of these communities are legitimately threatened by the high price of fuel, construction and goods/equipment in the region, and would greatly benefit by lower cost commodities to be realized as a result of larger vessels ability to call at Nome.

According to Section 1095 of the NDAA 2016, there are specific provisions related to the strategic importance of Arctic infrastructure, such as the Port of Nome, into the discussion by requiring an assessment of the future security requirements for one or more strategic ports in the Arctic be compiled by the Secretary of Defense in a report delivered to Congress within 180 days after becoming law. The results of this effort will clearly highlight the existing and growing capabilities in Nome and further justify federal investment into the development as critically needed to protect the Alaska coastline and U.S. national security.

The exponential growth in vessel traffic transiting the Bering Strait and calling at the Nome Port is clearly discernible. The following presents historical maritime transits and Port of Nome vessel statistics provided by the Marine Exchange of Alaska and City of Nome, respectively:

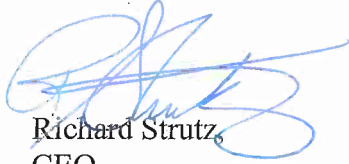
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Bering Strait Transits	242	239	316	344	255	452	369
Port of Nome Vessel Calls	296	271	444	496	498	635	751

These figures make it clear that maritime activity has significantly increased with future trends and indications of ongoing growth. The Port of Nome expansion is needed preparation in the Alaskan and US Arctic for safety, infrastructure and economic development, and national security.

In regards to the expansion needs at the Port of Nome, SNC fully supports the evolving scope of design concepts that deepen the existing basin to -28 feet, and extend the Causeway out to a depth of -36 feet for constructing a much-needed deep draft dock. These enhancements to the existing port infrastructure are cost effective and timely to allow for safe resupply and shore access for the deeper draft ships, working in, and transiting through, Arctic waters. The expanded facility would provide more efficient resupply of the larger vessels, and significantly reduces the risk of moving people and supplies via lightering or on small boats to ships anchored offshore of Nome. This would significantly increase safety and reduce schedule delays experienced even in the mildest, yet typical 2-3 foot swells in Nome.

In closing, SNC strongly supports the expansion of the Port of Nome as a deep-water Arctic port in the United States. As maritime commerce in the Arctic continues to grow, the need for a deep-water port in the Arctic is becoming critically important to ensure operational safety and efficiency of the vessels and souls traversing the waters, as well as the strategic placement of military assets and other resources necessary to the nation. If you have any questions, please feel free to contact myself or Ukallaysaaq T. Okleasik, Vice-President of Corporate Affairs at (907) 387-1200 or via e-mail at ukallaysaaq@snc.org. We look forward to your support for the development of the Port of Nome.

Respectfully,



Richard Strutz,

CEO

Sitnasuak Native Corporation

Cc: Robert "Bobby" Evans, Chairman, Sitnasuak Native Corporation
Mike Orr, Senior Vice President, Alaska Operations
Ukallaysaaq Okleasik, Vice President, Corporate Affairs
Scot Henderson, CEO Bonanza Fuel, LLC
Joy Baker, Port Director at the Port of Nome
The Honorable Bill Walker, Governor of the State of Alaska
The Honorable Marc Luiken, C.M., Commissioner of the State of Alaska Department of
Transportation and Public Facilities
The Honorable Richard Benneville, Mayor of the City of Nome

BERING SEA ALLIANCE, LLC
BOX 100
UNALAKLEET, ALASKA 99684
907 625-1711

Bruce Sexauer
Alaska District Corps of Engineers
Civil Works Project Management Branch
CEPOA-PM-C
P.O. Box 6898
JBER, AK 99506-0898

Alaska Congressional Delegation
Congressman Young
Senator Murkowski
Senator Sullivan

RE: ARCTIC DEEP DRAFT PORT AT NOME – SUPPORT PROJECT STUDY RESTART AND DESIGN

Bering Sea Alliance, LLC supports immediate action be taken by the Army Corps of Engineers' to restart and complete the *Alaska Deep Draft Arctic Port Study*, in order to fully capture the intent of the additional provisions contained within the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016, and the National Defense Authorization Act (NDAA) of 2016. We cannot stress enough the urgency to take immediate action.

Section 2006 of the WIIN 2016 specifically provides for consideration of the long-term viability and welfare of the communities in a region, as well as a project's social and cultural value to those regional communities. This is a major factor in showing justification for an Arctic Deep Draft Port at Nome, in that there are numerous communities in Norton Sound and the Bering Strait region that rely heavily upon the Port of Nome as a transshipment point for fuel, equipment and supplies. Many of these communities are legitimately threatened by the high price of fuel and goods to the region, and would greatly benefit by lower cost commodities to be realized by allowing larger vessels to call at Nome, for transshipping throughout the region.

Section 1095 of the NDAA 2016 brings the strategic importance of Arctic infrastructure into the discussion by requiring an assessment of the future security requirements for one or more strategic ports in the Arctic be compiled by the Secretary of Defense in a report delivered to Congress within 180 days after becoming law. The results of this effort will clearly highlight the growing capabilities at Nome and further justify federal investment into the development so critically needed to protect the Alaska coastline and U.S. national security.

The exponential growth in vessel traffic transiting the Bering Strait and calling at Nome is clearly discernible, based on the statistics below provided by the Marine Exchange and Port of Nome, respectively:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Bering Strait Transits	242	239	316	344	255	452	369
Port of Nome Vessel Calls	296	271	444	496	498	635	751

BERING SEA ALLIANCE, LLC
BOX 100
UNALAKLEET, ALASKA 99684
907 625-1711

These figures make it clear that maritime activity is increasing, with little indication of slowing.

Our organization fully supports the evolving scope of design concepts that deepen the existing basin to -28 feet, and extend the Causeway out to a depth of -36 feet for constructing at least one deep water dock to allow for resupply and shore access for the deeper draft fleet, working in, and transiting through, Arctic waters. The expanded facility would not only provide more efficient resupply of the larger vessels, but significantly reduce the risk of moving people and supplies via small boats to ships anchored offshore of Nome. This would significantly reduce schedule delays experienced even in the mildest, yet typical 2-3 foot swell at Nome.

Therefore, BSA, LLC strongly supports the expansion of the facility through the construction of a deep water port at Nome. As maritime commerce in the Arctic continues to grow, the need for a deep water port in Western Alaska is becoming critically important to ensure operational safety and efficiency of the vessels and souls traversing the waters, as well as the strategic placement of military assets and other resources necessary to the nation.

We believe there is a need to propel this project forward, Nome has many positive attributes above all other port sites and this alone calls for the Nome project to be expedited and moved rapidly without hesitation. We support multi ports, but do not support any process the slows down or hinders the immediate funding and construction for the Nome project.

We hope you take our convictions seriously.

Sincerely,



Art Ivanoff

Cc; BSA, LLC Board of Directors
Honorable Richard Beneville
Governor Bill Walker



5555 Chilkoot Ct. #1
Anchorage, AK 99504
February 4, 2017

Bruce Sexauer
Alaska District Corps of Engineers
Civil Works Project Management
Branch CEPOA-PM-C
P.O. Box 6898
JBER, AK 99506-0898

Alaska Congressional Delegation
Congressman Young;
Senator Murkowski;
Senator Sullivan;

REGIONAL ADDP SUPPORT

RE: ARCTIC DEEP DRAFT PORT AT NOME – SUPPORT PROJECT STUDY RESTART AND DESIGN

Dear Honorable Members of Congress and Mr. Sexauer,

Alaska Response Co, LLC (ARC) supports immediate action to restart and complete the *Alaska Deep Draft Arctic Port Study*, in order to fully capture the intent of the additional provisions contained within the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016, and the National Defense Authorization Act (NDAA) of 2016.

Section 2006 of the WIIN 2016 specifically addresses viability and welfare of communities in a region, and a project's social and cultural value to affected communities. There are numerous communities in Norton Sound and the Bering Strait region that rely heavily upon the



5555 Chilkoot Ct. #1
Anchorage, AK 99504
February 4, 2017

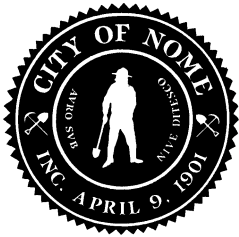
Port of Nome. Many of these communities would greatly benefit by lower cost commodities resulting from larger vessels calling at Nome.

Alaska Response Co, LLC is in the oil spill planning and response business and is dependent on Arctic infrastructure. Strategic ports in the Arctic are critical to our business. There are already basic infrastructure capabilities at Nome, that justify federal investment into the development so critically needed to protect the Alaska coastline and U.S. national security.

ARC strongly supports the expansion of the facility through the construction of a deep water port at Nome. As maritime commerce in the Arctic continues to grow, the need for a deep water port in Western Alaska is becoming critically important to ensure operational safety and efficiency of the vessels and souls traversing the waters, as well as the strategic placement and deployment of spill response assets.

Sincerely,

Judith A. Miller, Alaska Response Company, LLC



CITY OF NOME

City Manager's Office

P.O. Box 281

Nome, Alaska 99762

907.443.6600

t Moran@nomealaska.org

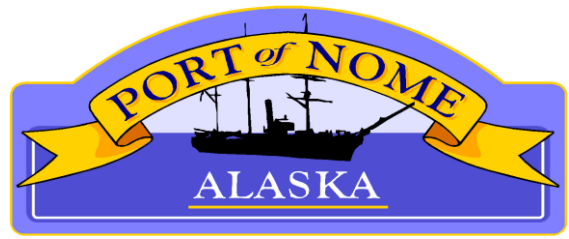
City Manager's Report

From: Tom Moran, City Manager
Reporting Period: January 24 – February 10, 2017

- The final warranty inspection for the Richard Foster Building took place on Wednesday, January 25th. ECI Hyer (the project architect) generously offered to prepare a final report (free of charge) to indicate which items are the responsibility of the various contractors and which are the responsibility of our own Maintenance Department. The aforementioned report should be available for discussion at the next Council meeting.
- “Cold Case Alaska” completed its first week of filming on Friday, January 27th. They plan to return in mid-February for the next round. For more information on the production company, visit www.m2-pictures.com.
- At the AMLJIA Board of Trustees meeting in Anchorage on January 27th, we discussed a number of pieces of legislation that could negatively affect municipalities and, in turn, their insurance coverages/deductibles. FYI, this trip was entirely paid for by AMLJIA. *Attachment 1.*
- Also on January 27th, AML Executive Director Kathie Wasserman (who holds the nonvoting AML Seat on the AMLJIA Board) provided a very helpful synopsis of the PERS debate (which is our collective biggest fish to fry with the Legislature). *Attachment 2.*
- Congratulations to Officer Joe Dickerson for being selected as January's Employee-of-the-Month. Over the course of January, Officer Dickerson led the investigation of a series of connected sexual assaults that resulted in arrest and prosecution. Keep up the good work, Joe!
- Welcome aboard to new Police Officers Crystal Toolie and Cordell Murray (former Janitor), new Community Service Officer Tomas Panatiaaq (former Communications Officer), and new Communications Officer Rhiannon Ambrosio-Stokes.
- On February 1st, I attended a meeting of the Community Reentry Coalition (organized by Behavioral Health Services). The Coalition's goal is to prevent criminal recidivism by providing support services to offenders. I think we can all agree that this is a *much needed* program, so my thanks go out to NSHC for pursuing the grant.
- The Port Commission met in a work session on Thursday, February 2nd to continue discussing tariff revisions for the upcoming season. Any final revisions will, of course, need to be sanctioned by the Council.

- A Belgian television series called “Jani Goes” filmed in Nome on February 3rd and 4th. Just like everyone else, they were required to obtain a filming license. To what should be Councilman Andersen’s delight, they’ve agreed to donate their excess footage to us for our own promotional materials. Mayor Beneville served as their tour guide and even provided a brief interview for the show.
- The Planning Commission met in a regular meeting on Tuesday, February 7th to continue updating the Zoning Map. This is an important public process, as the correlating Zoning Code was adopted almost nine years ago, and now needs to be modernized. The City Council will need to ratify any action that is eventually taken by the Planning Commission.
- The Rural Alaska Community Action Program (RurAL CAP) was in town on February 8th to meet with the Bering Straits Leadership Team about Nome’s need for additional low-income housing. I hope you’ve all been giving some serious thought to the project that was proposed by Nome Eskimo Community. King Island Native Corporation has also recently expressed interest in presenting the Council with a similar proposal.
- My thanks go out to the Public Works Department, the NJUS Line Crew, and the Building Inspector for their work abating 103 East King Place on Thursday, February 9th. Next up is 509 Cranberry Way. Both buildings, as an aside, are on the foreclosure list (with the final redemption period expiring on approximately March 16th).
- Due to a last minute change, Mayor Beneville and Port Director Baker were forced to embark on Nome’s annual Washington D.C. lobbying trip ahead of schedule, from February 12th until the 17th. My thanks go out to our lobbyist Jay Stearne (Nossaman LLP) and my Assistant Candace Weidler for scheduling their meetings with “the brass” on such short notice. In Mayor Beneville’s stead, a member of the Council will need to serve as Acting Mayor at the February 13th meeting.
- Don’t forget that registration for the annual NSEDC Utility Subsidy will be in Council Chambers on February 13th through the 15th. As always, I’m sure that Manager Handeland will bend over backwards to help those who can’t make it.
- With the aforementioned travel suddenly happening alongside travel by Councilmen Brown and Tobin, I’ve accepted the offer of a companion ticket to Hawaii from February 14th until the 21st. I realize that I was recently gone for Christmas, but there are only a few slow times of the year at City Hall, and nobody on the Council should want to see huge amounts of leave accrual and liability. During my absence, Chip Leeper has agreed to serve as Acting City Manager. Though the Council can make a motion to appoint someone else, I recommend Chip based upon his 15 years as a City employee and the fact that he has served as Acting City Manager upon a number of other occasions.
- A British television series called “Alaska: A Year in the Wild” will be filming in and around Nome from February 20th until the 28th. Filming will be strictly limited to landscapes and wildlife (i.e. no interviews). The company has been informed that it must gain individual approvals from the various local landowners. For more information on the production company, visit www.tigressproductions.co.uk.

- Don't forget to mark your calendars for the Iron Dog's Halfway Banquet at the Rec Center on Wednesday, February 22nd at 6:00 PM. It's a free event, so please come out to support the racers!
- The Bering Straits Leadership Team (a consortium of Managers and Directors from local organizations) is scheduled to meet on the afternoon of Thursday, February 23rd to finalize its collective legislative white papers. At the last quarterly meeting, the BSLT selected the Deep Draft Port at Nome as its top priority.
- The Ad Hoc Cemetery Committee is scheduled to meet at 5:30 PM on Thursday, February 23rd to present recommendations for the upcoming summer season. Hopefully I'll be able to report that funding for a new excavator has been added to the FY17 budget.
- Sealed bids for the old museum and library building on Front Street are due by 3:00 PM on Thursday, February 23rd. Hopefully, we'll award this bid at the February 27th Council meeting. If not, we will begin direct negotiations with nonprofit agencies who have expressed an interest. *Attachment 3.*
- As promised, we've scheduled a work session on sales tax exemptions before the February 27th Council meeting. Please plan to attend.
- The Nome Aviation and Military Museum recently asked if I would be interested in acquiring its land and the "hangar" on Nome-Teller Highway (at no cost). As all property acquisitions must be done by ordinance, I request input from the Council on how to proceed. *Attachment 4.*
- Per Councilman Sparks' request, please see the attached license (incorporating our internal policy) that is required for production companies who film in Nome. We're very careful to ensure that our community is uninterrupted and painted in a positive light. *Attachment 5.*
- Per Councilman Andersen's request, please see the attached FY18 budget calendar (originally distributed in December) from Finance Director Liew. *Attachment 6.*



Memo

To: Tom Moran – City Manager
From: Joy L. Baker – Port Director *JLB*
CC: Mayor & Nome Common Council
Nome Port Commission
Date: 2/10/2017
Re: Port & Harbor Report/Projects Update – February 2017

The following provides a status update on active issues and projects pertaining to the Port & Harbor.

Administrative:

Efforts remain focused on AR collection with round of 2 of collateral impounds being initiated on 16 February. Additionally, preparation of port related federal and legislative priorities is complete with packet materials compiled for the February 13-17 DC trip of the Nome delegation. FY17 revenue at 1/30 shows 85.9% in revenue has been achieved – with just 30.3% expended. All Port vehicles are shuttered for winter and properly stored.

Causeway:

Arctic Deep Draft Port Study: The Army Corps of Engineers are currently evaluating the new direction provided in the new WIIN Act of 2016 and NDAA 2016 law, and anticipate seeing forward movement very soon on the approval of the Implementation Guidance they require to take action on the study. Recent support letters from our partners, demonstrate and ongoing and renewed support for expansion of the Port of Nome.

Middle Dock: Contractor change order pricing has been received on the concrete ramp extension, and is in the 2/16 Port meeting packets for review and approval by the Commission. If approved, the change order will be forwarded to the Council at their 2/27 meeting for approval. Project funds are in place through the existing FY2013 GO Bond grant, and once approved, the additional work will be scheduled for June 2017.

Port Industrial Pad:

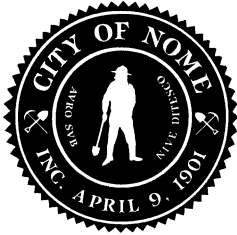
Port Pad Development:

Bids we received on Thursday February 9, 2017 for the Thornbush Site Development and Snake River Dredging Phase II Project, with the lowest/qualified bidder being Q Trucking for \$1,124,110.42. The project is anticipated to be awarded by resolution of the Council at their 2/13 meeting. Project funds are in place through the combined use of the balance of the FY2013 GO Bond grant, and a FY2014 Legislative grant.

External Facilities:Cape Nome:

The City recently executed a new Obligating Award Document with the Alaska Department of Homeland Security & Emergency Services (ADHS/EM) based on the Project Worksheet 17 Revision No. 3 that funds Additive Alternates 2 and 3 of the project bid. This additional work was awarded by the Council on 2/9, authorizing the change order to be executed with Knik Construction that provides for the summer stone placement, thereby allowing the full project to reach completion by October 2017.

Additional information on any of these projects is available upon request.



PORT OF NOME

Port Director's Office

P.O. Box 281

Nome, Alaska 99762

907.443.6619

jbaker@nomealaska.org

AGENDA STATEMENT

Meeting Date: February 10, 2017

From: Joy Baker, Port Director *JLB*

Subject: Award of Middle Dock Ramp Extension to Orion Marine

Background & Justification:

Orion Marine Contractors successfully completed all contracted tasks for the Middle Dock Construction project in 2016, with all work passing inspection that either met or exceeded expectations. The new dock was immediately put into service, and after a few southerly storms, it became evident that repeated erosion of the surfacing rock above the concrete would be realized during southerly events.

During design, a number of discussions took place on how to maximize grant funds to provide the optimal dock length based on available space as well as adequately meet the growing vessel traffic demand. The calculations performed by the design engineers indicated that based on the proximity of the east breakwater, a ramp of 35 feet in length would result in minimal wave impact to erode the surfacing. However, Mother Nature does not appear to care about the applied theory, and erosive forces are impacting the slope surface. The additional of concrete wave barriers helped to mitigate, but did not resolve the erosion problem.

Although the Port does experience surface erosion on the south ends of the Causeway docks during storms, the material replacement efforts involve working with horizontal surfaces and not a 10% slope that requires extensive compaction to provide stability needed to move crushers, asphalt plants and cranes up the ramp.

The project design length of 35 feet was priced by the contractor at \$463,000, and the extension will add 19 feet at an estimated cost of \$253,225. This equals less than a 1% increase over the original contractor pricing. Considering the safety issue, it would be prudent to extend the ramp to 19 feet at the increased price, and provide users the consistent slope integrity to conduct operations. Sufficient funds remain within the FY2013 State GO Bond grant to complete the ramp extension.

Recommendation:

The Port Commission pass a motion recommending the Nome Common Council approve a resolution awarding the Ramp Extension CO#8 to Orion Marine.

**PORT OF NOME MIDDLE DOCK PROJECT
CHANGE ORDER**

No. 08 Dated Jan. 12, 2017

City of Nome Project No. <u>NA</u>	Engineer's Project No. <u>32114023</u>
Project <u>Port of Nome Middle Dock</u>	City <u>Nome, Alaska</u>

Contractor <u>Orion Marine Contractors, Inc.</u>	Contract Date <u>December 1, 2014</u>
Contract For <u>Port of Nome Middle Dock Project</u>	

Nature of the Changes:

Construct an extension of the Middle Dock concrete RORO ramp in accordance with MP13R1 as attached. An extension of time is also included to perform the work.

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to this Change Order:	\$ <u>7,267,543.19</u>
Net (<u>Increase</u>) (Decrease) Resulting from this Change Order	\$ <u>253,225.00</u>
Current Contract Price Including this Change Order	\$ <u>7,520,768.19</u>
Contract Time Prior to this Change Order	<u>705</u> Calendar Days
Net (<u>Increase</u>) (Decrease) Resulting from this Change Order (<u>06/30/2017</u>)	<u>237</u> Calendar Days
Current Contract Time Including this Change Order	<u>942</u> Calendar Days

The above changes are recommended:

Engineer

By: Bristol Engineering Services Corp.

Date _____

The above changes are approved:

City of Nome

By _____

Date _____

The above changes are accepted:

Contractor

By _____ Date _____



Harbor Improvements - Middle Dock
Bristol Engineering Services
PND Engineers

MODIFICATION PROPOSAL/FIELD DIRECTIVE

CONTRACTOR:	Orion Marine Contractors	MP #:	13R1
PROJECT NAME:	Nome Middle Dock	DATE:	10/14/16
LOCATION:	Nome, Alaska	ENGINEER:	Bristol Engineering

Please furnish your proposal to perform the following work:

DESCRIPTION:
Ramp Revisions
ATTACHMENTS: Drawings dated 9/14/2016

COST OR (DEDUCT)	\$ 253,225.00		
TIME EXTENSION:	Final Completion to 6/30/2017		
BRISTOL ENGINEERING	 Digitally signed by John Blees Date: 2017.01.12 11:43:33 -09'00'	SIGNATURE	1/12/2017 DATE
CITY'S REVIEW:	Joy L Baker 2017.01.12 12:57:52 -08'00'	SIGNATURE	1/12/2017 DATE

Field Order. Proceed with the work immediately if signed below as a field directive.

ENGINEER:	 Digitally signed by John Blees Date: 2017.01.12 14:20:21 -09'00'	SIGNATURE	DATE
NOT TO EXCEED PRICE:	\$ 253,225.00		

The payments and/or additional time specified and agreed to in this modification proposal include every claim by the contractor for any extra payment, extended overhead or extension of time with respect to the work described herein, including delays to the overall project. The work covered by this modification proposal must be performed under the same terms and conditions as that included in the original contract

Submitted by:

Mark Leick	 Digitally signed by Mark Leick DN: cn=Mark Leick, o=Orion Marine Group, ou, email=mleick@orionmarinegroup.com, c=US Date: 2016.10.15 08:27:31 -08'00'	10/14/16
AUTHORIZED CONTRACTOR SIGNATURE		DATE



ORION MARINE CONTRACTORS
NOME MIDDLE DOCK
MODIFICATION PROPOSAL

MP# 13R1
DATE: 10/14/2016

DESCRIPTION: **RAMP MODIFICATIONS**

THIS MODIFICATION INCLUDES REVISIONS TO THE RAMP AS FOLLOWS:

- 1) EXCAVATE DOWN TO PLACE BEAMS. IT WILL BE NECESSARY TO EXCAVATE SOME OF THE SIDE SLOPES BEYOND THE BOLLARDS. SALVAGE AS MUCH FILTER ROCK AS POSSIBLE.
- 2) PLACE BEAMS, WELD TO SHEETPILE AND BOLLARDS. WELD INTERLOCKS. WELD NELSON STUDS.
- 3) BACKFILL WITH GRANULAR FILL AND FILTER ROCK. IF NEW FILTER ROCK IS REQUIRED WE WOULD GET IT FROM THE EXISTING CITY FILTER ROCK PILE.
- 4) FORM UP, PLACE EMBEDS, DRILL DOWELS AND POUR CONCRETE.
- 5) FIX SIDE SLOPES AND BACKFILL TO CONCRETE.
- 6) INCLUDES WELD AND CONCRETE TESTING/INSPECTION.
- 7) INCLUDES PLACING 3/4" SURFACE COURSE ON RAMP.
- 8) A BUDGET OF \$6000 IS INCLUDED FOR SHORT TERM RENTALS ON APARTMENTS. IF THE COST IS HIGHER DUE TO UNAVAILABILITY OR HOTEL ROOMS MUST BE USED THE ADDED COSTS WOULD BE DONE AS A CHANGE ORDER.

INDIRECTS ARE FOR: JOBSITE MGMT, AIRFARES, JOBSITE UTILITY COSTS, SURVEY, SMALL TOOLS, ETC.

OVERHEAD & MARKUP INCLUDES OFFICE OVERHEAD, PROFIT, BOND (1%), G&L INSURANCE COSTS (1%)

COSTS OPTION B

LUMP SUM

LABOR	\$59,013.00	747	mhrs
SUBSISTENCE	\$12,699.00	\$17	/PER MHR
EQUIP	\$43,105.00		
MATL/FREIGHT	\$59,204.00		
SUB	\$5,000.00		

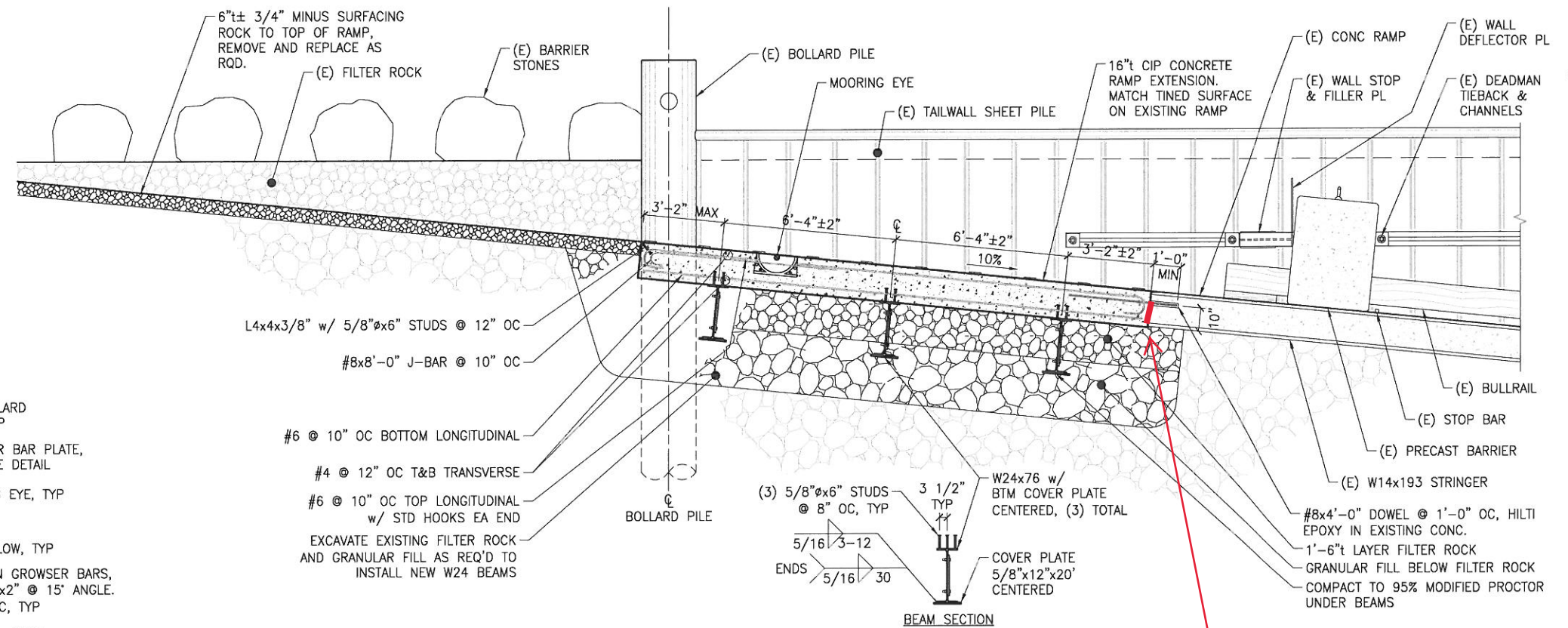
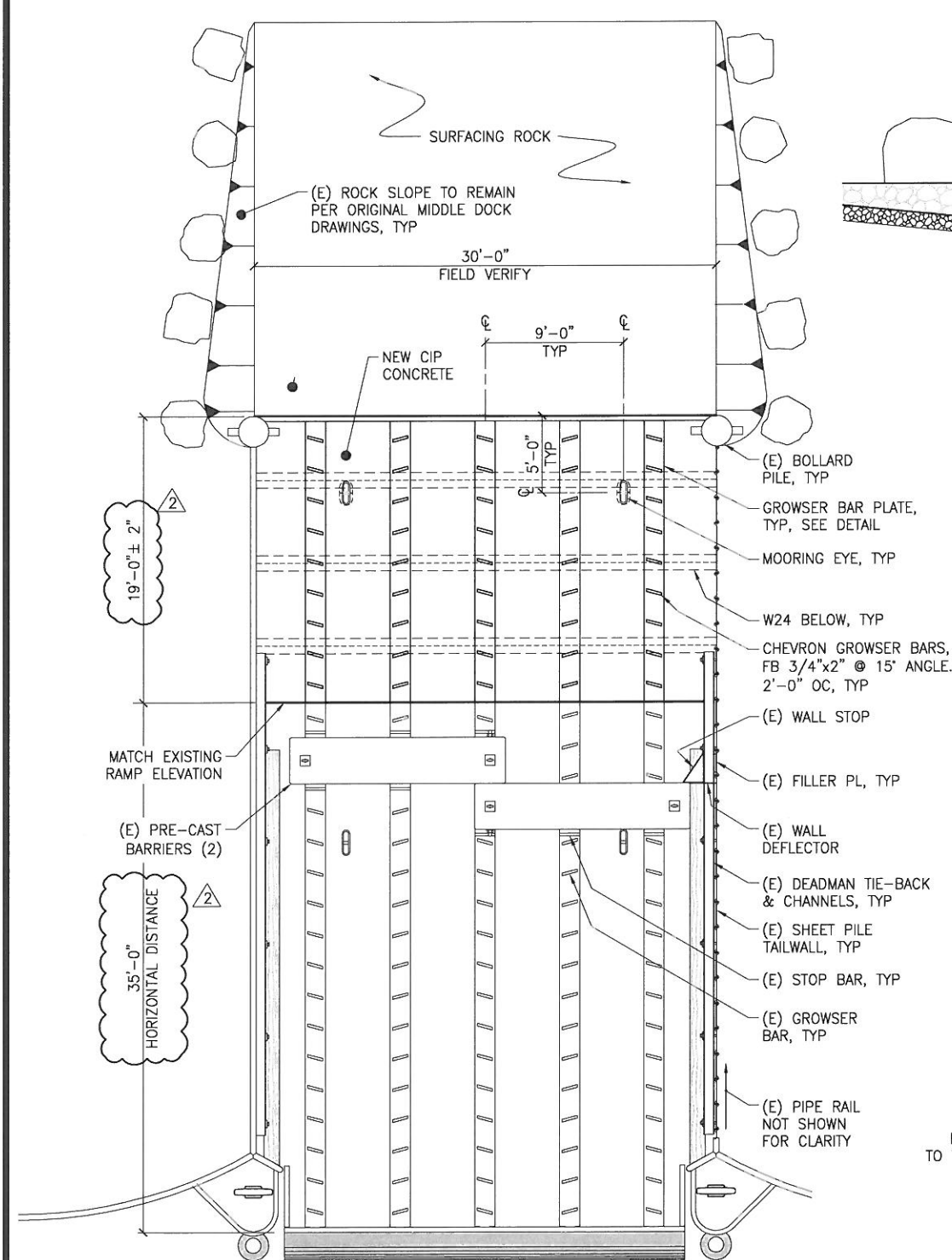
SUBTOTAL A \$179,021.00

JOBSITE INDIRECTS \$41,175.00 23% OF SUBTOTAL A

SUBTOTAL B \$220,196.00

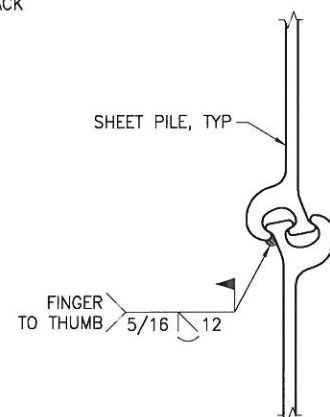
OVERHEAD & MARKUP \$33,029.00 15% OF SUBTOTAL B

TOTAL LUMP SUM \$253,225.00

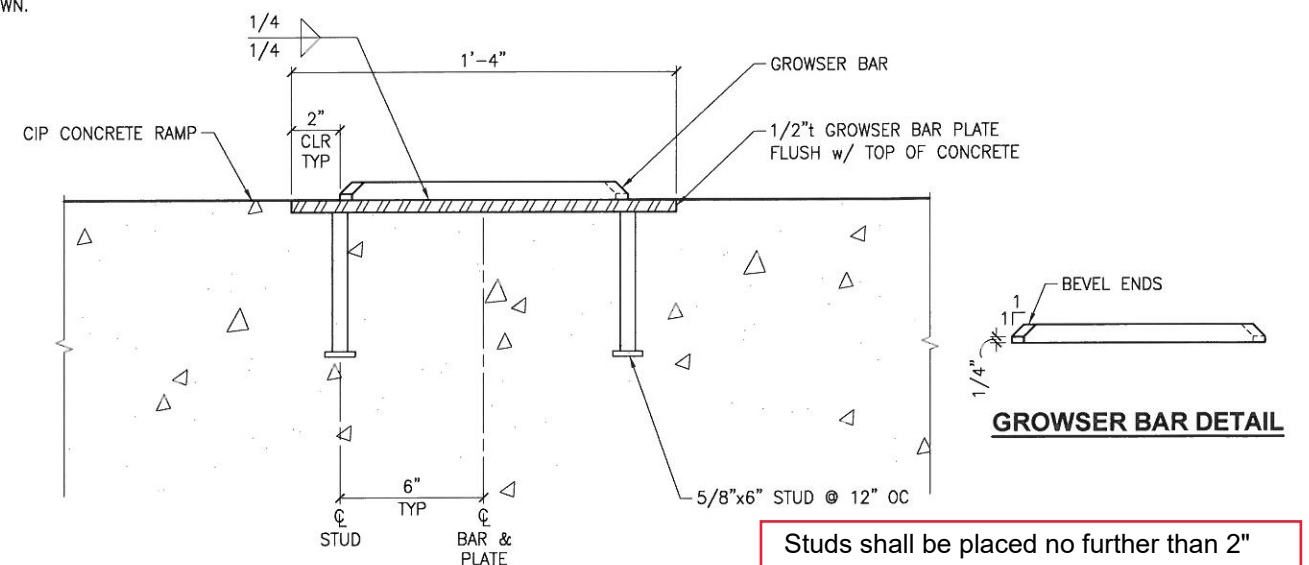


GENERAL NOTES:

GENERAL:
SEE MIDDLE DOCK SPECS & GENERAL NOTES FOR INFO NOT SHOWN.



NOTE:
WELD ALL SHEETS ABOVE THE CIP
CONCRETE BETWEEN THE END OF THE
EXISTING RAMP AND THE BOLLARD



Studs shall be placed no further than 2" from the end of the growser bar plate's long dimension

FOR CONSTRUCTION
1/25/17

PND Engineers, Inc. is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

2	1/25/17	UPDATED RAMP DIMENSION
1	9/14/16	OPTIMIZE BEAMS & REINFORCING
RFV	DATE	DESCRIPTION

DATE: _____

DATE: _____

1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
Fax: 907.563.4220
www.pndengineers.com

P | N | D
ENGINEERS, INC.

PROJECT: **CITY OF NOME HARBOR IMPROVEMENTS
MIDDLE DOCK**

TITLE: **ARMORED RAMP PLAN & DETAILS**

DESIGNED BY:	BH/GH	DATE:	1/25/2017
CHECKED BY:	GH	PROJECT NO:	111011

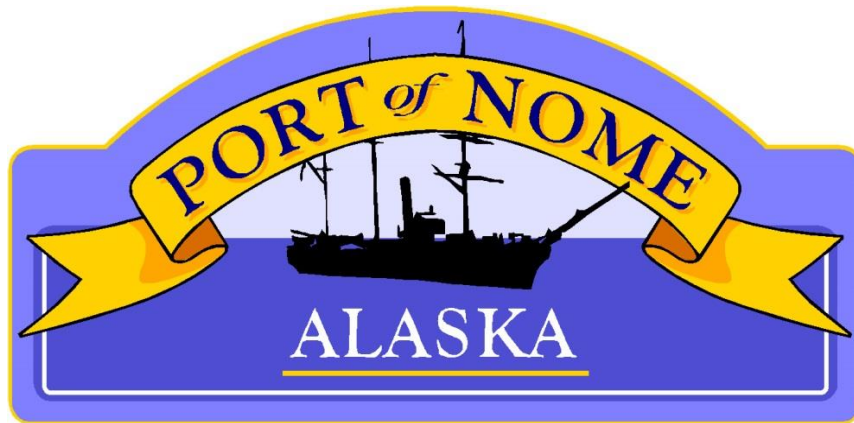
SHEET NO: **1** OF **2**

PORT OF NOME TARIFF #12

“Revised” Potential Changes for Consideration

<u>Chapter 1:</u>	<u>Page</u>
01.060(k) – addressing abandoned or derelict cargo/equipment	7
01.080 – changing “Waste” Oil to “Used” Oil	8
01.090(b) – added language on application of port security fees	9
01.100(b) – describes new directive on navigation safety parameters	9
 <u>Chapter 2:</u>	
02.085 – users performing repairs/maintenance 1 week exemption from charges	12
 <u>Chapter 3:</u>	
03.050(d) – hotwork permit requirement changed to weekly	15
03.070(b) – added language on abandoned cargo	17
 <u>Chapter 4:</u>	
 <u>Chapter 5:</u>	
05.010(a) 1 – modified language to include municipal boundaries and passengers	18
05.010(b) – adjusted length increments for winter/summer idle vessel charges	19
05.035(a) 5 – modify to reflect foreign-flagged and/or passengers – round rate up	21
05.035(a) 7 – round rate up	21
05.035(a) 11 – add Rubber Tire Fendering and rate	22
05.035(a) 13 – increased film license application fee	22
 <u>Chapter 6:</u>	
06.165 – inserted definition of Roadstead	25

All other changes are relate to grammar, punctuation or clarity.



PORT OF NOME TARIFF RULES AND REGULATIONS

TARIFF NO. 12 – *MARKUP DRAFT*
at 02.10.17

ADOPTED: ~~March 8, 2016~~

Ordinance No: ~~O-16-03-01~~

CITY/PORT OF NOME
P.O. BOX 281
NOME, ALASKA 99762

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FAX (907) 443-5473
PORT@NOMEALASKA.ORG

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APPENDIX B - PORT FACILITY LAYOUT MAP..... B1

CHAPTER 1

GENERAL PROVISIONS

01.010 Legal Effect:

(a) These tariff regulations, published online at www.nomealaska.org, constitute notice to all persons and entities that these rules, regulations, rates and charges apply to all traffic and activities at the Port of Nome without further specific notice or quotation or other arrangement.

(b) In addition to this Port and Harbor Tariff, the public, shippers, consignees and carriers using the Port of Nome should consult and be aware that the City of Nome Code of Ordinances, including, but not limited to, Chapter 10 (Health, Safety & Welfare), Chapter 15 (Public Utilities & Services), and Chapter 12 (Ports & Harbors) all as amended apply and govern where not specifically provided otherwise in this tariff. Also, the City reserves the right to adopt specific tariffs governing particular marine-related facilities operated by the Port of Nome.

(c) The rules, regulations, rates and charges described in this tariff shall be effective immediately upon being published electronically. For the convenience of port users this tariff is posted on the Internet at www.nomealaska.org.

01.020 Port Use Constitutes Tariff Acceptance:

USERS ARE HEREBY ADVISED THAT ANY AND ALL USES OF THE PORT OF NOME CONSTITUTE ACCEPTANCE OF ALL RESPONSIBILITY, LIABILITY AND WAIVERS CONTAINED IN THESE TARIFF REGULATIONS. Any person, entity or vessel enjoying the beneficial use of the premises, facilities, equipment or services of the Port of Nome is deemed to have thereby accepted all of the terms, conditions, rates, liabilities and indemnifications of these tariff regulations, and is deemed to have thereby agreed to all limitations and waivers contained in these tariff regulations.

01.030 Notice:

All legal notices, inquiries, requests for information and applications to the Port of Nome shall be addressed and delivered to:

**PORT DIRECTOR
CITY OF NOME
P.O. BOX 281
102 DIVISION ST.
NOME, AK 99762
port@nomealaska.org**

01.040 Hold Harmless and Indemnification:

Each and every vessel, permittee, carrier, shipper, agent and other user of the Port of Nome hereby agrees to hold harmless and to indemnify the City of Nome, its employees and agents from and against any and all claims, liabilities and damages, including actual attorney fees, arising from or caused by an act or omission of the same port user, its employees, agents or assigns.

Rates in this Tariff do NOT include insurance of any kind. All companies and persons engaged in the business of trucking, storing, and/or shipping, fuel, general cargo, gravel, and equipment, providing haulout services, vessel repairs and/or any type of labor services anywhere on Port of Nome property shall have on file with the Port a current certificate of liability insurance of \$1,000,000.00 (one Million dollars) naming the Port as a certificate holder and additionally insured before they are allowed to work within the facility, and listing all equipment and vehicles owned by the company or person that are being used at the port facility and are covered by the policy. Companies, persons, and operators required to file a certificate under this paragraph are also subject to restrictions in Section 01.050(d) and (e) of this Tariff. It is the responsibility of the insured to provide renewal certificates to the Port Director prior to the policy expiration.

01.050 Facility Use and Bonding:

(a) Each and every permittee, carrier, shipper, agent or other port user covenants and agrees to maintain in good condition and safeguard all structures and improvements in the Port of Nome. The Port Director may at any time order any port user to additionally post a bond and/or create a cash escrow account protecting the Port of Nome from and against any and all liability and damage caused by or resulting from an act or omission of that port user and/or to ensure collection of incurred fees or charges.

(b) All permittees, carriers, shippers, agents, or other users of the Port of Nome hereby covenant and agree to repair and restore any and all damage that the port user may cause to the submerged lands, causeway, breakwaters revetment, marine headers, floating docks, ramps or other facilities of the Port of Nome, reasonable wear and tear excepted.

(c) Each vessel owner/operator must maintain a local and emergency contact name and phone number on file with the Harbormaster's office at all times. It is the vessel owner's responsibility to update this information as needed and to notify the Port Director if the vessel may be left unattended. All unattended vessels are required to have a caretaker who is responsible for monitoring the vessel. Each caretaker must have current contact information on file with the Harbormaster's office. Anytime a vessel is transferred or conveyed to a new owner, both the seller and buyer shall contact the Harbormaster's office within three (3) business days of the transaction and provide all information necessary on the transfer.

(d) All users with vessels over 20 feet in length must provide proof of liability insurance. Vessels using the Belmont Beach and Snake River exclusively for the purposes of sport and/or subsistence fishing and hunting are exempt from this insurance requirement. Vessels using the Small Boat Harbor exclusively for the purposes of sport and/or subsistence fishing and hunting prior to June 15th or after October 15th are also exempt from the insurance requirement. This exemption does not apply to any vessels on charter or operating for hire. The Port Director has sole authority to determine whether a vessel is exempt under this subsection.

(e) Any entity required to have a current insurance certificate on file with the Port who fails to provide a current certificate after a written or oral request from the Port Director, shall be considered a trespasser on Port property and subject to one or more of the following actions: 1) summary eviction; 2) issuance of a stop work order by the Port Director, his or her designee, or any Public Safety officer; 3) daily fines of \$300 for each day of operation without the required certificate; 4) future denial of use of the Port of Nome; and/or 5) additional fees and penalties as set out in this Tariff.

01. 055 Snake River area:

(a) Vessels drawing less than 20 inches of water, including support vessels, may only moor in the Snake River area, and may not dock anywhere else in the Harbor unless specifically allowed by the Port Director or Harbormaster.

(b) Support vessels may not remain attached to main vessels, or dock in the Small Boat Harbor unless approved by the Port Director for safety or weather reasons. All users must keep mooring areas alongside their vessels clear of obstructions to allow for other vessels to raft during periods of overcrowding.

(c) Any vessel, regardless of size, may apply to the Harbormaster for a Snake River permit, which shall be issued in his or her discretion, subject to availability and compliance with use restrictions. The Port Director and Harbormaster may also require or permit vessels to use the Snake River area in-at his or her discretion.

(d) All provisions of this tariff, the rules and regulations, and other Port policies apply equally to vessels and users of the Snake River area.

(e) Users should exercise due care when anchoring along the bank or in the mudflats. All moorage is undertaken at the user's own risk. The Port is not responsible for any damage to persons or property on Port property, including the Snake River area, the Belmont Beach launch, and all other facilities.

(f) Vessels must be properly anchored and secured. Vessel owners should monitor or check [their](#) vessels frequently in order to ensure compliance with this section, especially during high wind and surge.

(g) No sewage or waste may be disposed of anywhere in the Snake River.

01.060 Compliance with Law

:

(a) All persons entering or using the Port of Nome agree to comply with all rules, regulations, ordinances, statutes and laws applicable to the activities and circumstances.

(b) Open containers and/or consumption of alcohol will not be permitted on any parts of the Port of Nome premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access [to](#) and [the](#) use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.

(c) Any person whose conduct while on Port of Nome property is in violation of law or this tariff may be refused further access to the Port in addition to any other fine or penalty imposed by law,. Any vessel located within the Port of Nome upon which any conduct occurs that is in violation of the law or this tariff, may be refused future access to the Port. Any person who refuses or repeatedly refuses to obey a direct order of the Harbormaster or Port Director may be subject to fine under [Section 01.060\(d\) of this tariff](#) and **permanently** denied access to the facility. The Port Director shall have full discretion to take the appropriate action to enforce the rules contained in this tariff and other municipal, state, and federal laws, up to and including permanent denial of access to the Port and Port facilities and/or impounding and disposing of the vessel.

(d) Any person or vessel or vessel owner or operator who violates any provision of this tariff or the rules and regulations of the Port of Nome shall be subject to a civil fine in an amount of \$500 for the first violation, \$750 for the second violation, and \$950 for subsequent violation, plus any surcharge required to be imposed by AS 12.55.039. In cases of continuing violations, each day during which a violation continues shall be considered a separate offense.

(e) [The amount of fines assessed](#) ~~Fine amounts~~ shall be added to any invoice for services issued by the Port Director. If an invoice would not otherwise be issued, a fine may be imposed by civil action.

(f) A person who disputes whether a fine has been properly added to an invoice shall have the right to request in writing an informal administrative hearing with the Port Director within thirty (30) [business](#) days of the date of receipt of the invoice. The Port Director shall schedule the informal administrative hearing within thirty (30) [business](#) days of receipt of the request for the hearing, and shall issue a written decision regarding the matters discussed at the hearing no later than ten (10) [business](#) days after the day of the hearing. Any person aggrieved by said written decision may appeal the matter to the Nome City Council no later than thirty (30) [business](#) days after receipt of said written decision. The Mayor shall outline reasonable procedures for appeals to the Nome City Council. The decision of the Nome City Council shall be final and may be appealed to the Superior Court for the State of Alaska, Second Judicial District.

(g) Any vessel that has incurred an unpaid account or fine, or that is owned or operated by a person who has incurred an unpaid account or fine may, in the sole discretion of the Port Director, be denied use of the Port until such time as the fine has been paid in full. Any user who facilitates or assists a person with an unpaid fine in using Port facilities when the person is banned from using Port facilities, or in an effort to avoid such a ban or fine from being imposed, enforced, or collected, may likewise be denied use of the Port for up to ten (10) days or until the fine is paid, ~~in at~~ the sole discretion of the Port Director.

(h) The Port Director, Harbormaster, their designees, and employees shall at all times have the right to refuse the use of any port or harbor facility by any person, equipment materials or vessel, or to remove any vessel or, person or cargo at any time from any port, or harbor facility. This right shall be reserved at all times

to the Port of Nome without responsibility for demurrage, loss or damage when:

- (1) previous arrangements for berthing, space, receiving or unloading have not been made with the Port Director; or
- (2) the vessel is deemed unstable, a fire hazard, or threat to the environment and may pose risk to life or property; or
- (3) the value of the vessel, in the opinion of the Port Director, is less than the probable service and other charges accruing or likely to accrue for its use of the city dock or terminal, or harbor facility; or
- (4) during periods of congestion or in cases of emergency, in the judgment of the Port Director, the circumstances are likely to prevent the city docks or terminal, or harbor facilities, or any portion of them from providing customary services to the public.

For vessels that may be hazardous or become a menace to other vessels, their occupants, or city facilities, the Port Director may require an operator or owner of a vessel to furnish evidence that there is currently in effect liability insurance in an amount satisfactory to the City by filing a certificate of insurance or other satisfactory evidence signed by an agent or officer of the insurance company and stating the effectiveness and expiration date thereof. Upon demand of such proof of coverage, the operator or owner shall be subject to the penalties set forth in Section 01.050(e) of this ~~Tariff~~tariff.

(i) The Port Director shall at all times have the right to impound a vessel for failure to pay required fees or obey other provisions of this tariff.

(1) The Port Director and/or Harbormaster is authorized to impound any vessel in or on the Harbor, terminal, or dock facilities if the vessel is in violation of any provisions of this tariff; or any vessel whose owner or operator has not paid any fee or charge due to the City for the vessel by the due date of such fee or charge and such fee or charge is **thirty (30) calendar days past due**; or any vessel which is unsafe and whose owner or operator has failed to remove it after notice. The Harbormaster may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel.

(2) The owner or operator of any vessel impounded by the City shall be subject to and liable for all costs incurred by the City by reason of impounding or removal, as well as all costs associated with collecting unpaid fees or charges, including all reasonable and actual attorney's fees.

(3) In addition to the rights described in this section, the Port Director and/or Harbormaster may immobilize, impound, or seize any personal property located on Port property, including machinery, containers, trailers, gear, tools, and equipment of any kind, in order to secure payment of unpaid fees, accounts, or fines. If the personal property is not redeemed by complete payment of the account, it may be sold as surplus property and the proceeds applied to the delinquent account.

(j) Any vessel that is deemed delinquent, derelict, or abandoned as defined in NCO 12.30.010 and which is located within the boundaries of the ~~Nome port~~Port of Nome may be impounded and disposed of in accordance with the procedures outlined in NCO 12.30.010 - .080.

(k) Any equipment or cargo that is deemed delinquent, derelict or abandoned within the boundaries of the ~~Nome port~~Port of Nome shall cause a written notice to be sent to the owner of record via certified mail. If no response is received within thirty (30) business days, the cargo and/or equipment shall become the property of the Port of Nome and may be disposed of immediately. All costs associated with the handling of such items will be billed to the owner on a time-and-materials basis.

01.070 Housekeeping and Safety:

(a) All persons entering or using Port of Nome property are required to maintain the same in an orderly and clean manner. If any user of Port of Nome property does not leave areas of the Port used by the

user in an orderly and clean condition, the Port Director shall order the work necessary to return the area to an orderly and clean condition and the user shall be responsible for all charges for said work. Users shall be responsible for all charges associated with cleanup, including disposal of hazardous or non-hazardous materials and storage of non-disposable items and materials. Such items and materials will be kept at the user's expense for no more than sixty (60) business days and then disposed of in a manner deemed appropriate by the Port Director, with costs of disposal also chargeable to the user. Users may be allowed to obtain a dockside vessel work area immediately adjacent to their vessel for a limited period of time, at the discretion of the Port Director. Dock face walkways must be kept clear at all times for safe access.

(b) No smoking shall be allowed on any Port of Nome premises where posted. Safety and warning signs shall be observed and adhered to at all times by all persons within the Port of Nome.

(c) Per NCO 10.30.020, unattended animals are prohibited. No animal may run loose within the Port and Harbor facility~~facilities~~. Non-aggressive animals will be permitted on the dock or a vessel, but must remain properly restrained or leashed at all times while in the port area. Violators will be reported to the Nome Police Department, and loose animals captured and impounded by an enforcement officer.

(d) All persons utilizing underwater divers for repair and/or maintenance anywhere inside the Port of Nome and/or Small Boat Harbor, are required to notify the Harbormaster's office of the scheduled dive activity and display the "Diver Down Flag" on the vessel mast for the entire duration of the dive. The Harbormaster's office must be notified once the operation is complete and all divers are out of the water.

(e) ~~In-At the Port Director's~~his discretion, the Port Director shall at all times have the right to immediately remove any hazardous vessel, or any vessel containing hazardous cargo, or one containing cargo, which by its nature, is liable to damage other vessels, or other cargo, or harbor or port facilities. The vessel may be removed from its location to any other location and all expenses and risk of loss or damage shall be charged to the account of the owner, shipper, vessel or consignee.

01.075 CARE IN THE PERFORMANCE OF OPERATIONS:

(a) 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 another party.

(b) When cargo/freight is in an elevated position, such as suspended from a crane hook, a safety line should be attached to the load and handled by a Safety Watch person to prevent spillage, or unplanned descent, which has the capability to produce injury, or death. In all cases, the Safety Watch should ensure that individuals are prevented from walking under a raised load and remain clear of cargo/freight operations.

(c) Safety helmets (hard hats) and safety vests are required when working cargo, gravel and equipment on, or at, Port of Nome facilities. The use of steel-toed shoes/boots is strongly recommended.

(d) Any third party operating at the Port of Nome shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures, and regulations.

01.080 WasteUsed Oil Handling:

(a) WasteUsed oil in increments of five (5) gallons or less from small vessels (less than 75 feet) will be accepted free of charge when disposed of properly by Port users in the specified containment bin located in the Small Boat Harbor facility. Used sorbents and filters are collected in a tote near the containment bin in reasonable quantities for incineration. Please contact the Harbormaster's office regarding larger quantities.

(b) WasteUsed oil from any source other than small vessels or in quantities greater than five (5) gallons will be accepted by the port for a fee (designated in Section 05.035 of this tariff). Port users shall contact the Port Director to arrange for a place where such wasteused oil will be accepted.

(c) Any unpermitted disposal or abandoning of wasteused oil in the Port of Nome will subject the

person disposing of or abandoning the wasteused oil, the vessel from which the wasteused oil originated, and the owner of the vessel from which the wasteused oil originated, to the fine established by this tariff. Glycol, solvents or any other non-petroleum based product disposal shall not be permitted. Users are hereby notified that surveillance cameras may be operating at any time, and shall be used to determine whether a user has improperly or unlawfully disposed of or abandoned prohibited materials.

01.090 Facility Security and Access:

(a) All persons within the Port of Nome must comply with any security signage and barricades defining restricted or secured areas and controlled access points. Specific regulations regarding the handling of cargo and fuel and access within these areas is-are outlined in the Port of Nome's USCG approved Facility Security Plan. As of February 12, 2009, all personnel needing access to restricted or secure areas within the facility during regulated operations will be required to present their Transportation Worker's Identification Credentials (TWIC) and have a valid reason for entry. **Cargo and fuel shore-side operators will operate under the Port's Security Plan and be responsible for controlling access to the restricted and secure areas during their respective operations.** No unauthorized personnel (including customers of shore-side operators) will be allowed in the restricted and secure areas, unless specifically authorized by the Port Director or Harbormaster. Failing to comply with any of these requirements may result in the imposition of the fines set forth in Section 1.060 of this tariff, and removal of the operator from the Port's Security Plan. Operators removed from the Port's Security Plan shall not operate at the facility until a stand-alone company security plan, approved by the USCG, is submitted to the Port. Regulated cargo and fuel vessels will maintain security watch whenever remaining dockside without actively conducting any cargo operations. The Port of Nome will provide access control to these areas during all passenger and foreign-flagged vessel operations.

(b) All foreign-flagged and/or passengers vessels requiring active port security under MTSA will be charged one security fee for each 12-hour period of security (shift), providing the over-time labor hours do not exceed 6 total hours during the 12-hour shift. For security shifts exceeding 6 hours of over-time, labor hours will be billed per the rate and type identified in Chapter 5, Section 05.035(a)8 of this Tariff. All shift hours classified as Double or Holiday Time will be billed per the rates in Section 05.035 (a) 8 of this Tariff.

(c) All film, video and/or photography production companies are required to complete a license application, pay the application fee, and receive an approved license prior to any production operations commencing on Port facilities. This licensing requirement applies to commercial entities only, and not private photographs or video.

01.100 Maneuvering and Navigation:

(a) All vessels traveling in and out of the Nome Port and Harbor will be required to have at least one fully operational marine VHF radio on board at all times, and must stand by VHF Marine channel 16 when maneuvering within the navigation channel into or out of the port or harbor entrances. All vessel operators, regardless of size, must adhere to standard rules of navigation at all times, and grant the right of way to larger vessels that are underway in an approach or departure. Vessels larger than 75 feet in length are required to give security calls before entering or departing the navigation channel.

(b) The narrow 500' wide breakwater entrance and large waves, strong winds and currents challenge safe transits to and from the Port of Nome. The Port of Nome has accordingly prescribed navigation safety parameters to enhance maritime safety. All vessels seeking access to port facilities shall comply with the written navigation safety directives as provided by the Harbormaster.

(c) All vessels operating within the Small Boat Harbor and navigation channel shall do so in a safe manner so as not to cause a wake, wash or wave action which will cause damage or endanger any other vessels or occupants. Vessels shall travel at a speed no faster than 5 mph while in the Small Boat Harbor or portion of the navigation channel that extends from the Inner Harbor to the southern limits of the armored slopes of the Small Boat Harbor entrance. Violators of this section will be subject to fines as defined in Section 01.060(d) of this tariff.

(d) Fish nets that extend across or below the water's surface may not be used or deployed in or around any portion of the facility between the entrance to the Port at the breakwaters, through the entire outer and inner harbor, and extending to 300 feet above the Snake River Bridge.

(ed) The Port of Nome currently hosts an active National Oceanic and Atmospheric Administration (NOAA) tidal station, located at the Causeway City Dock. Station information can be found through a link on the Port & Harbor page of the City of Nome website at www.nomealaska.org.

01.110 Closed Season:

(a) The Port of Nome facilities are considered closed during the iced-in period of each year, typically between mid-November and late-May/early-June. Activities within the Port may not be carried out during the closed season without prior authorization by the Port Director. The Port Director shall have sole discretion to determine whether the user requesting access shall be allowed to use the Port under such circumstances. Users should submit cost estimates and work plans when seeking approval to conduct operations during the closed season. The Port Director shall evaluate any request to use the Port during the iced-in months according to the cost and burden the [facility-facilities](#) may reasonably be expected to incur by approving the request, in comparison with its overall value to the community, the Port and City of Nome.

(b) If the operation is approved, all reasonable charges incurred by the Port of Nome over and above the typical summer season expenses for a similar operation will be the responsibility of the user. The rate may be negotiated or based on actual incurred costs, as determined by the Port Director. Any damage to the Port of Nome during these winter operations will also be the responsibility of the [user and/or](#) company conducting the operation.

CHAPTER 2 **BERTHING**

02.010 Permission Required:

(a) Prior to any non-home-ported/transient vessel mooring, anchoring, or berthing within the Port of Nome, they shall first receive approval for a berth assignment from the Port Director. Written berthing applications must be submitted for all vessels requiring use of the Causeway facility and all cargo vessels requiring use of the Small Boat Harbor, at least 7 days in advance of the requested day of use. When a vessel requesting use of the Causeway facility require the stand-by of emergency services or security services, such as vessels loading or unloading hazardous materials and passenger vessels, written requests for the specific services shall be submitted no less than five days in advance of the requested date of use. Vessels arriving at the Port of Nome without prior notification will be granted dockside access only after all scheduled traffic has completed operations or an open berth is available and sufficient time exists for operations to be completed prior to the arrival of the next scheduled vessel.

(b) All berthing assignments approved by the Port Director shall be granted on a first-in-time basis of receipt of berthing requests, provided however that preferential berthing requests shall be granted in accordance with the procedures described in Section [02.020 of this tariff](#) below, and emergency berthing may be granted at any time at the discretion of the Port Director.

(c) Docking permits are available but not required for vessels using the Small Boat Harbor (inner harbor) facility only, provided the Port of Nome is given notification of vessel's initial arrival or launch, and a docking permit defining a particular period (weekly, monthly or seasonal) is issued by the Port of Nome for the vessel. It is the responsibility of the vessel owner/operator to obtain renewals for expired docking permits. Users choosing not to obtain a docking permit will pay dockage at the full rate identified under Section 05.010, with all tariff rules and stipulations in effect.

(d) All docking permit holders must sign and file with the Harbormaster's office a Dock Use Agreement stipulating compliance with harbor rules, including the use requirements set forth in Section 01.050 of this tariff, and file the required paperwork [and/or](#) fee under the applicable provisions of Section 01.050(d) [of this tariff](#). Users who cannot provide proof of coverage are subject to additional fees and may be denied use of the Port.

(e) All berthing and docking permits assigned shall apply to a specific vessel at a specific location (or area) for a specific period of time, and are non-transferable, non-refundable, conditional permits, revocable without notice or claim, except as otherwise provided in these tariff regulations.

02.020 Preferential Berthing:

(a) The Port Director shall review and consider all written requests for preferential berthing, for specific dates and times, ~~all written requests~~ received by the Port of Nome based on the date received. Preferential berthing permits shall be based on a 24-hour period constituting one day.

(b) If two or more applicants apply for preferential berthing for the same time and location, the Port Director shall convene an informal telephonic or personal conference with representatives of all conflicting applicants, and shall attempt to obtain a good faith accommodation that minimizes costs or damages to all of the conflicting applicants. If the Port Director is unsuccessful in obtaining a consensus accommodation among conflicting applicants, then the Port Director shall arrange and execute a fair and impartial drawing of lots to determine which conflicting applicant shall receive the preferential berthing reservation.

(c) No holdover rights are derived from the award of preferential berthing. A vessel delayed in arrival to its reserved, preferential berthing, or a vessel choosing to hold over beyond the term of its preferential berthing, shall be accommodated only during the period of its original preferential berthing reservation, and shall be treated as any other application on a first-in-time basis for any holdover berthing time. Delays resulting from inclement weather will be handled on a case-by-case basis as determined by the Port Director or Harbormaster.

02.030 Alteration or Revocation of Berthing Assignments:

The Port Director may, ~~in at~~ his or her sole discretion, alter or revoke any and all berthing assignments whenever he or she determines that such an alteration or revocation is necessary to prevent illegal activities, to prevent damage to the Port of Nome, to avoid undue delay in port operations, to avoid unsafe congestion in the port, to avoid grossly excessive operational costs to the Port of Nome or to other users of the Port of Nome, to prevent further accumulation of charges on an already outstanding account, or to accommodate emergencies, the public health, safety and welfare.

02.040 Reassignment or Return to Berth:

Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to assign another berth to the vessel if a satisfactory alternative is available. Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to return the vessel to the original berth as soon as possible, provided however that no decision to return the vessel to its original berth shall result in interference with other berthing reservations existing at the time of the revocation.

02.050 Orders of Alteration, Revocation or Reassignment of Berthing:

The Port Director may require or cause any vessel's berthing assignment to be changed or reassigned to facilitate access and efficiency in the Port, or if the Port Director determines that doing so is in the best interest of the public health, safety, or welfare. Any and all orders from the Port Director demanding the alteration, revocation or reassignment of berthing arrangements for a vessel shall be delivered to the vessel orally or in writing, or to the permittee if the vessel is not in the Port of Nome. The vessel shall comply fully with the Order no later than four (4) hours after the time of receipt of the Order, provided, however, that the Port Director can require compliance within a shorter time if an emergency so requires.

02.060 Securing Vessels:

(a) All vessels berthing in the Port of Nome shall be moored, anchored and secured in a safe manner according to generally accepted practices of seamanship. All vessels lying at a wharf, pier, causeway, revetment, dock, floats, other improvements or alongside another vessel shall be secured with head and stern lines to mooring bitts, bollards or cleats. **Any securing of lines to scupper holes, tires, chains or ladders is not permitted.** All methods of securing a vessel and all rigging of a vessel in the Port of Nome shall be subject to inspection and approval by the Port Director at any time. Orders of the Port Director to change or improve vessel security or rigging shall be executed by the permittee immediately. Each vessel owner or operator is responsible for checking and re-securing all lines, anchors, and rigging in use by his or her vessel during all weather conditions.

(b) The Port Director may require vessels to raft on the floats and sheet pile docks during periods of heavy traffic and/or bad weather. If so ordered, all vessels shall comply immediately. Volunteer rafting of like-owned or buddy vessels are encouraged. No vessel, owner, agent, etc. has the right to refuse outside berthing if it has been authorized by the Port Director or their designee. Vessels tied to the outside of a vessel already tied to any part of the dock facilities (rafting), will adhere to the same Tariff Rules and Regulations as any vessel tied to the dock, and is subject to the same charges as if moored directly to the dock. When rafted vessels are moved to allow for departure of another vessel, the remaining vessel will be securely re-tied in the manner described above. Users are required to maximize the use of all sheet pile and floating dock space by mooring as close to neighboring vessels as is safe under the circumstances.

(c) Every vessel secured to a structure, or lying alongside another vessel berthed at the Causeway facility within the Port of Nome shall, from sunset to sunrise, be equipped with stable access secured in a manner subject to inspection and approval by the Port Director at any time. Every gangway shall be brightly illuminated between sunset and sunrise, and shall be monitored by the vessel watch. Any vessel over 75 feet in length moored, and all vessels at anchor within the Port of Nome shall be sufficiently illuminated between sunset and sunrise so as to not compromise navigational safety.

(d) All vessels moored in the Port of Nome shall always and continuously, **without fail**, maintain on board the vessel such crew members as are necessary to care for the vessel and to move the vessel immediately on emergency order of the Port Director. Skiffs and other small craft in the Small Boat Harbor and Snake River may be exempt from this requirement if the Port Director approves of an alternative method of ensuring that a vessel can be contacted and the vessel relocated without delay in the event of an emergency.

(e) Failure to comply with these regulations may result in the imposition of the fines set forth in Section 1.060 of this tariff against the person violating this provision, the owner and operator of the improperly secured vessel, and the improperly secured vessel, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner, and vessel operator may be denied use of Port facilities.

02.070 Floating Dock:

The floating docks are provided for vessels that are 40 feet and under in length. All moorage on the floating docks is on a ~~first-come, first-served~~ basis, as space permits. Rafting is required during periods of heavy traffic and/or bad weather, provided that this does not cause a safety or navigation hazard. When rafted vessels are moved, they will be securely re-tied. The floating docks and ramp areas shall not be used for storage of any kind and shall be kept entirely clear and tidy of all gear, supplies and debris by its users. Storage is available on the uplands near the floats on arrangement with the Harbormaster's office.

02.080 Vessel Condition:

All vessels moored in the Small Boat Harbor and Snake River must be in a functional status, unless actively conducting repairs dockside with the consent of the Port Director. At least once in each 30-~~calendar~~-day period during the ice-free season, all vessels must leave the Small Boat Harbor under their own power, travel at least ~~half~~ ($\frac{1}{2}$) mile outside the Port, and return under their own power. Any vessel that does not or cannot do so will be deemed "inoperable." Any vessel deemed inoperable for a period exceeding 15 ~~calendar~~ days, may seek authorization for one (1) extension of no more than 15 ~~calendar~~ days to allow repairs to continue dockside. After 30 ~~calendar~~ days of being inoperable, the vessel must be removed from the harbor until such time as it is deemed functional again and authorized to be moored within the facility.

02.085 Repairs and Maintenance:

When work is performed on tugs, boats, barges, or other types of maritime craft while they are in temporary storage or moored at the dock, the area where the work is being performed must be cleaned up ~~and reasonably consolidated~~ at the end of each working day. Failure to clean up after the work is performed could result in the owner/operator being assessed a clean-up fee plus being denied future storage and moorage privileges. Tarpaulins, or some form of heavy-duty material must be placed under the section of the hull being scraped, or worked on, so as to preclude any of the residue being left on the land where the craft is located. Owners/operators shall be responsible for disposal of any debris, or residue, and for restoring the

ground base to original condition when work is completed. Users performing maintenance and repairs with wheeled equipment that can be moved immediately upon order of the Harbormaster are authorized to occupy port property at no charge for a maximum of one week to conduct the work. Upon conclusion of that week, the Harbormaster may approve up to one additional week at his or her discretion, provided there is sufficient justification.

02.090 Barge Ramp Use:

Use of the Barge Ramp in the Small Boat Harbor must be scheduled to prevent vessel conflicts. Vessels under twenty-five (25) feet will be exempt from this requirement, provided that the operation requiring use of the ramp occurs in less than **twenty (20) minutes**. Vessel trailers are subject to inspection by the Port Director and required to be adequately constructed to support the length and weight of the vessel. Launching operations must likewise be conducted in a safe and reasonable manner. Operations deemed unsafe by port staff will cease immediately until alternative methods or equipment are obtained. Users are responsible for any damage resulting from use, and are required to clean up ramp after vessel launch or haulout.

CHAPTER 3 **CARGO HANDLING**

03.010 Permission Required:

(a) All movement and placement of cargo within the defined cargo handling areas in the Port of Nome shall occur only in compliance with the prior approval of the Port Director. No person may place or deposit cargo or other property at any location within the cargo handling areas in the Port of Nome without first obtaining this approval from the Port Director. Cargo and other property shall be off-loaded from or loaded to vessels only at specific locations as designated by the Port Director. The Port Director may establish a time by which cargo must be removed from the port cargo handling area. Failing Failure to comply with this regulation may result in the imposition of the fines set forth in Section 1.060 of this tariff against the person violating this provision, the owner and operator of the vessel, and the vessel, all of whom shall be jointly and severally responsible for the payment of all fines assessed. In addition to the fines assessed, the vessel, vessel owner and vessel operator may be denied use of Port facilities.

(b) Fire lanes and a strip of land extending twenty (20) feet uplands from all revetments shall remain clear of any resting cargo and vehicles at all times unless special arrangements are made with the Port Director. The Port Director may allow for the temporary placement of cargo in otherwise prohibited areas for purposes of loading/unloading or authorized and active repairs. Unauthorized cargo and vehicles will be removed by the Port of Nome and all associated charges will be the responsibility of the person that deposited the unauthorized cargo, including any fines imposed pursuant to Section 1.060 of this tariff.

(c) The dock-side staging of rock, sand and/or gravel products must be made by special arrangement with the Port Director at least seventy-two (72) hours prior to the vessel's arrival. The exact staging location shall be determined by the Port Director. Specific written directives for loading/unloading all rock, sand and gravel materials are available at the Harbormaster's office and at www.nomealaska.org. Every contractor should review the directives prior to the start of each season. Staging areas and dock facilities must be returned to their original condition by the port user within twenty (24) hours of the vessel's departure unless -gravel exports continue over a prolonged period, in which case the gravel staging areas shall be returned to their original condition by a date approved in advance in writing by the Port Director. Any damage to facility or significant material loss overboard must be reported to the Port Director immediately. Continued overboard material loss that goes unreported will subject contractors to fines as outlined in Section 01.060(d) of this tariff, and the expense of retrieving overboard materials. Repeat offenses may result in the contractor being denied use of port facilities.

(d) Over-side cargo being discharged or loaded between vessels when one vessel is berthed at a Port of Nome facility shall be charged exactly one-half (1/2) the typical wharfage rate for that cargo. Manifest requirements and all other rules of cargo handling shall apply in these circumstances.

(e) All cargo containers, their contents, flats and loose stow is-are the full responsibility of the carrier or consignee while stored anywhere on Port property. No cargo security will be provided by the Port of

Nome. All cargo, flats and loose stow MUST be removed from the face of the Causeway docks during storms to prevent damage and potential loss. It is the responsibility of the carrier or consignee to monitor the weather when using the Causeway docks, and remove any cargo or equipment prior to each storm event or at the direction of Port staff.

(f) All hazardous cargo shall be handled on a first-on, first-off basis when being loaded to or unloaded from a vessel moored at the Port of Nome. Hazardous cargo shall not be left unattended unless authorized by the Port Director.

03.020 Manifests and Cargo Information:

(a) Any approved cargo handling permittee shall furnish to the Port Director a complete copy of the manifest of the vessel, including names of consignees or consignors, a detailed description of all cargo to be loaded or discharged, the weights or measurements of all cargo to be loaded or discharged at the Port of Nome, Dangerous Cargo Manifests (DCM) as required by the USCG, and such other information as the Port Director may require. The manifest must also designate the basis, weight or measurement on which the ocean cargo was assessed. **Manifests shall be provided prior to actual unloading of a vessel and within forty-eight (48) hours after loading a vessel**, except on special arrangement with the Port Director. Failure to supply this information may result in the imposition of the fines set forth in Section 1.060 of this tariff against the person violating this provision, the owner and operator of the vessel, and the vessel, all of whom shall be jointly and severally responsible for the payment of all fines assessed. In addition to the fines assessed, the vessel, vessel owner and vessel operator, may be denied use of Port facilities.

(b) The Port Director may, at his or her discretion, accept certified freight lists, mates' receipts, or copies of "boat notes" in lieu of the vessel's manifest, provided the alternative sources of information contain all of the information required for the issuance of a cargo handling permit and for the levy of wharfage charges.

(c) All charges associated with a vessel's port call will be charged on one invoice, unless a different billing arrangement has been previously approved in writing by the Port Director. All manifested commodities (cargo, fuel, equipment and gravel) will be billed to the carrier transporting the commodity, unless a different billing arrangement has been previously approved in writing by the Port Director. Charges will not be split between a vessel and any other person, unless deemed warranted by the Port Director.

03.030 Port Equipment and Services:

(a) The Port of Nome does not, at this time, provide stevedoring, handling, checking or other port services with the exception of monitoring inbound petroleum transfers at the Causeway City Dock header and the dispensing of potable water. Labor costs for header crew during petroleum transfers will be assessed per Section 05.035(a)(8) of this tariff. The Port of Nome may authorize an approved cargo handling permittee to monitor outbound petroleum transfers, provided all personnel participating in the transfer are first deemed qualified by the Harbormaster. Any approved cargo handling permittee shall be responsible for arranging privately any and all port services except petroleum transfers and potable water dispensing. Arrangements for conducting petroleum transfers must be made through the Port Director at least seventy-two (72) hours prior to the vessel's arrival. Failure to meet this requirement may subject the user to delays in product transfer. In the event that the user is unprepared to commence transfer after stating readiness, or delays occur that are directly related to the product carrier or recipient, the stand by rate established in Section 05.035(a)(8) of this tariff for per man per hour will be charged by the Port of Nome for port personnel until operations resume. A minimum rate of 750 GPM (gallons per minute) or 45,000 GPH (gallons per hour) must be maintained for each inbound and outbound fuel transfer or labor costs for City personnel will be charged to tank farm operator conducting transfer. A list of specific directives for conducting transfers is available at the Harbormaster's office or at www.nomealaska.org. All tank farm operators and fuel suppliers should review the directives prior to the start of each season.

(b) All cargo handling equipment shall be properly maintained and operators of cargo handling equipment shall be properly trained, supervised and directed by the cargo handling permittee, and the same permittee shall be fully and primarily responsible and liable to the Port of Nome at all times for any and all claims, losses or damages incurred or suffered by the Port of Nome as a result of acts or omissions in conjunction with or caused by the operators or operation of cargo handling equipment. Any damages to any

Port of Nome facility must be reported to the Port Director immediately.

(c) Whenever the Port Director determines that the counting or checking of cargo against appropriate documents by the cargo handling permittee is inadequate to safeguard the accurate levy of wharfage, or the health, safety, economic interests or public welfare of the Port of Nome, the Port Director may retain at the expense of the cargo handling permittee alternative services as the case may require for counting, checking, measuring, grading, scaling, surveying, weighing, marking, segregating, sampling, or supplying accurate, necessary information.

(d) High Mast Lights must be used any time cargo, fuel, equipment and gravel operations occur on the City and Westgold Docks during periods of darkness. Vessel operators who intend to operate during dark hours must notify the Harbormaster or his/her designee prior to the vessel's arrival. Only port staff is allowed to operate the lighting controls unless the Harbormaster has specifically authorized a particular user to do so.

03.040 Right to Refuse Cargo:

(a) The Port of Nome reserves the right to refuse to permit the loading, off-loading or placement of any cargo on Port of Nome premises whenever the Port Director finds in-at his or her discretion:

- 1) That the shipper, consignee, carrier or cargo handling permittee has failed to make adequate arrangements for receiving, handling, storage or movement of cargo;
- 2) That the cargo contains illegal, perishable and deteriorating, hazardous or otherwise offensive substances;
- 3) That the cargo creates an attractive nuisance or a public nuisance;
- 4) That the cargo value is less than the probable unpaid dockage, wharfage and terminal charges; or,
- 5) That the cargo is not secured in packages or containers suitable for the nature of materials, or suitable for withstanding ordinary handling incidental to transportation from the Port of Nome; or,
- 6) That the shipper, consignee, carrier or cargo handling permittee has delinquent unpaid charges with the Port of Nome.

03.050 Petroleum Products and Hazardous Substances:

(a) Acids, gasolines, fuel oil, volatile fuels, distillates, liquid petroleum products, explosives and hazardous substances ("Petroleum Products and Hazardous Substances") shall be unloaded from or loaded to vessels only at those locations within the Port of Nome designated as suitable for such purposes by the Port Director. The Port Director may from time to time impose safety conditions and such other operating procedures as are necessary for the transferring of any such materials anywhere inside the Port Facility. All Petroleum Products and Hazardous Substances shall be identified on the Dangerous Cargo Manifest (DCM) (required with submittal of overall cargo manifests in Section 03.020(a) of this tariff) and clearly marked on vessel cargo manifests, including property reporting requirements.

(b) Each user of the Port of Nome transferring Petroleum or Hazardous Substances to or from a vessel, other than for use and/or consumption on the vessel, shall have available and be capable of implementing an Oil Discharge Prevention and Contingency Plan (ODPCP) approved by the Alaska Department of Conservation (ADEC), Environmental Protection Agency (EPA) and United States Coast Guard (USCG) capable of fully containing damages that might otherwise be caused by an explosion, fire, contamination or pollution. No ODPCP relying solely on equipment or expertise outside the immediate Nome area at the time of the cargo handling shall be acceptable.

(c) Any person possessing or keeping Petroleum or Hazardous Substances anywhere in the Port of Nome shall do so in full compliance with the terms and conditions of all applicable Federal, State and local



laws and regulations, including, the requirements of the agencies responsible for the administration of such laws and regulations including the Maritime Transportation Security Agency (MTSA), the USCG and the ADEC. Additionally, any person possessing or keeping Petroleum or Hazardous Substances anywhere in the Port of Nome shall do so in full compliance with the terms and conditions of this tariff, Port rules, Port regulations, and **Port Director** safety conditions controlling the use, storage, and disposal of such materials.

(d) A daily/weekly permit is required prior to initiating any hotwork (welding, cutting), sandblasting, or painting, whether on a vessel or dockside. A text or telephone call notification to the Harbormaster or his designee ~~new permit~~ is required for prior to commencing ~~any day in which~~ such work ~~is expected to occur~~ in order to facilitate the safe and orderly operations of the port. Permit application forms are available at the Port office from the Port Director during regular office hours. Outside regular office hours, users must first obtain verbal authorization by contacting the Harbormaster via VHF radio or other means, which authorization shall be logged by the Harbormaster, followed by the completion of the permit application on the next regular business day of at the Port office. Users who do not obtain advance approval will be subject to the imposition of fines set forth in Section 01.060(d). Any "hotwork" conducted on Port of Nome facilities must be done in compliance with USCG 33CFR126.30.

(e) Failure to notify the Port of Nome of the possession on a vessel or transferring to or from a vessel of Petroleum or Hazardous Substances in quantities greater than what is reasonably necessary for use and/or consumption on the vessel may result in the immediate confiscation and removal of the Petroleum or Hazardous Substances by the Port of Nome at user's expense, the imposition of the fines set forth in Section 1.060 of this tariff against the person violating this provision, the owner and operator of the vessel containing the improper cargo, and any vessel containing the improper cargo, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner, and vessel operator may be denied use of Port facilities.

(f) A vessel engaged in the business of supplying Petroleum or Hazardous Substances may haul or lie alongside a vessel or port facility only at locations specifically designated as suitable for the loading or unloading of such cargo, and only for so long as is required to load or discharge the same cargo products unless alternative arrangements are made with the Port Director. All users handling materials described in subsection (a) will comply with the hazardous cargo handling requirements outlined in the Port of Nome's USCG approved Facility Security Plan. Any release of Petroleum or Hazardous Substances into the waters or property of the Port of Nome facility shall be reported to the Harbormaster and federal/state agencies listed below without delay. Clean-up efforts must commence immediately. Should the responsible party not begin clean-up efforts within a timeframe deemed reasonable by the Harbormaster, port personnel will provide such services, with all materials and labor costs being charged to the responsible party.

- | | |
|--|--------------|
| • Port & Harbor Office | 907-443-6619 |
| • Harbormaster | 907-304-1906 |
| • National Response Center | 800-424-8802 |
| • U.S. Coast Guard – Sector Anchorage | 907-271-6700 |
| • Alaska Dept. of Environmental Conservation | 907-451-2121 |

(g) Nothing in these tariff regulations, or discretionary instructions or orders from the Port Director, shall be construed to reduce the standard of care required by the laws and regulations of any governmental entity for the safe and proper handling of Petroleum or Hazardous Substances. In each and every instance, the requirements and regulations of the Port of Nome shall be additional and supplemental to any and all rules, regulations, ordinances, statutes and laws of all other governmental entities.

(h) A red flag shall be displayed as a danger signal at the fore top mast head of the vessel while Petroleum or Hazardous Substances are being transferred in either direction between the vessel and the Port of Nome, or between vessels. Adequate signage shall be displayed as a danger signal in plain view on all hazardous cargo in staging, transshipment or laying at rest in the Port of Nome.

(i) The standby of emergency services is required during the loading or unloading of "Designated Dangerous Cargo" as defined by 33 C.F.R. 126.09 as amended, and/or any other materials the transport of which requires a permit pursuant to 33 C.F.R. 126.17, 49 C.F.R. 176.100 and/or 49 C.F.R. 176.415.

Standby emergency services will also be provided upon request by the shipper. The shipper shall pay for the standby of emergency services at the rate set in Section 5 of this tariff. A minimum of five (5) business days' notice must be provided to the Port Director of the specific date and time the stand by services are needed. Any violation of this 5-business-day notice requirement will be subject to the imposition of fines set forth in Section 01.060(d).

03.060 Risk of Damage:

The approval for cargo handling shall not be construed as the assumption of any responsibility by the Port of Nome for any loss or damage caused by or resulting from the receipt, delivery, handling, movement or loading of cargo, or any damage caused to cargo by third parties or by vessels berthed at the Port of Nome.

03.070 Removal or Transfer of Cargo:

(a) Petroleum or Hazardous Substances, volatile, toxic, explosive or otherwise dangerous cargo may in an emergency be transferred and removed by the Port Director from its staged location to a safe location within or away from the Port of Nome with all expenses and risk of loss or damage chargeable to the permittee, owner, carrier, shipper, consignee or other claimant as their interests or responsibility may appear.

(b) Cargo remaining in any staging area after the expiration of free time, and cargo shut out at the clearance of a berthed vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within or away from the Port of Nome, or removed to public or private warehouses by the Port of Nome, with all expenses and risk of loss or damage attributed to the account of the permittee, owner, carrier, shipper, consignee or claimant as their interest and responsibility may appear unless special arrangements have been made with the Port Director. Any and all storage fees and all costs of removal and subsequent handling and storage shall be charged to the account of the owner of the cargo. All cargo considered abandoned under Section 01.060(k) of the Port of Nome Tariff, shall become the property of the Port of Nome and may be disposed of immediately.

CHAPTER 4

TERMINAL STORAGE

04.010 Permission Required:

(a) The Port of Nome has designated certain lands and facilities for the storage of cargo prior to short-term staging dockside for purposes of loading aboard any vessel, and following the expiration of short-term free time for off-loaded cargo at the dockside staging area.

(b) No cargo, vessel, equipment or other property shall be deposited or stored at any location within the Port of Nome without consent of the Port Director, or acquisition of a specified location. No structure or improvement may be placed on the premises of the Port of Nome without the prior written consent of the Port Director. No hazardous substances or explosive material components may be stored at any location on Port of Nome property without the prior written consent of the Port Director. The Port Director has complete discretion to refuse any request for storage of hazardous or explosive materials.

(c) The Port Director will designate the location of open storage for cargo or a vessel on a daily, weekly, monthly, or annual basis. Users of the open storage areas for any duration of time are required to sign a Storage Use Permit (SUP) from the Port of Nome before placing cargo or a vessel in open storage. The recipient of a SUP shall comply with the rules and responsibilities outlined in the SUP. Cargo or vessels placed in the open storage area without a SUP may be removed from the Port of Nome at the expense of the person who placed the cargo or vessel and result in the imposition of the fines set forth in Section 01.060 of this tariff against the person violating this provision. In addition to the fine assessed, persons placing cargo or vessels in open storage without the necessary SUP may be denied use of Port facilities.

(d) Persons storing vessels on Port of Nome property shall use commercial grade boat stands with safety chains for all vessel types except flat bottom vessels or skiffs less than 20 feet. Twin screw engine vessels are to have boat stands under the bow for storage purposes. All vessel storage must be approved in advance by the Port Director. Permittees will be responsible for all aspects associated with the movement of vessels to and from storage and for ensuring the stability of the vessel when dry-docked. The Port of Nome accepts no responsibility for the placement and/or movement of these vessels. Vessels not properly stored,

or that shift from inadequate storage methods, must promptly be repositioned and stabilized by the owner. Vessels remaining in an unsafe stored condition will be repositioned by a private contractor hired by the Port of Nome, with all costs chargeable to the vessel owner. In addition, violators of this section will be subject to the fines set forth in Section 01.060 of this tariff.

(e) All persons are prohibited from using vessels, containers and/or structures, or vehicles on Port of Nome property as residential units. This includes vessels in storage on port property – no liveaboards on hard ground. Violations of this provision shall be subject to fines as set forth in Section 01.060 of this tariff. Repeat violations of this provision may cause the termination of storage and removal of all user's containers, cargo or equipment at user's expense.

04.020 Termination of Storage:

The Port of Nome reserves the right to terminate storage of any and all cargo or equipment at any time following reasonable notice to the terminal storage permittee. If cargo is not removed from the Port of Nome following reasonable notice, the Port Director may cause the cargo to be removed or otherwise disposed at the expense of the terminal storage user.

04.030 Fixtures and Improvements:

(a) The Port Director may negotiate in the public interest prudent terms and conditions for a permit allowing the construction or improvement of terminal storage areas for a period of time not to exceed five years, provided however that no such agreement shall favor one or more users among competitors, and no such agreement shall result in discouraging competition among shippers, carriers, terminal companies or consignees.

(b) A permit including the construction or improvement of terminal storage areas shall not be construed as the conveyance of any interest in real property by the Port of Nome. All structures and improvements to the real property shall remain the property of the Port of Nome upon termination of the terminal storage permit or property lease unless the Port Director orders the permittee to remove the structure or improvement.

(c) Any agreement for the lease of real property, or for the retention of ownership of improvements by the permittee, or for the issuance of a terminal storage permit or agreement for a period in excess of five years, shall be construed as a lease of real property subject to all City of Nome ordinances governing the conveyance of an interest in real property.

CHAPTER 5 **SCHEDULE OF CHARGES AND TERMS OF PAYMENT**

05.010 Dockage Rates:

(a) All vessels berthing at the Port of Nome shall pay dockage as follows:

1) Any vessel permitted to anchor within anythe Port of Nome municipal boundaries anchorage away from the shoreline, that is being loaded or unloaded cargo or passengers by lighters, shall pay dockage at the daily rate assessed upon the size of the at anchored vessel(s), commencing when the first lighter of the operation places the first line upon any Port of Nome facility and continuing until the last lighter is free from any Port of Nome facility. Lightering vessels will not be charged dockage during this transfer of cargo or passengers, except when the vessel that is being lightered from is docked at the Causeway facility, whether or not that vessel is actively engaged in loading or unloading conducting transfers through the Causeway pipeline.

2) A vessel permitted to beach or run aground in the tidelands or at the mean high tide line away from any Port of Nome dock or landing shall pay dockage at the daily rate assessed upon the size of that vessel or, the port may determine that any vessel beached or grounded more than thirty (30) calendar days in succession can be rescheduled as an idle vessel for purposes of dockage charges. Beached or grounded vessels will not be permitted to remain throughout the winter at the high tide line anywhere within the Port of Nome.

3) Daily dockage rates for any vessel berthed at the Port of Nome facility shall be based on

a 24-hour period constituting one day and will be paid in accordance with the size of the vessel as follows:

- (A) Vessels up to 200 ft in length..... \$1.21/ft. per day
- (B) Vessels over 200 ft in length..... \$1.82/ft. per day
- (C) Vessels anchored within the breakwaters (outer harbor).... \$0.61/ft. per day

(D) Vessels operating out of the inner harbor during the months of June through October shall have the option to apply for a docking permit and pay at the current rate (for that size vessel) as follows:

	<u>WEEKLY*</u>	<u>MONTHLY*</u>	<u>SEASONAL*</u>
Vessels 32 ft and under	\$90.96	\$272.87	\$788.29
Vessels over 32 ft to 52 ft	40%	25%	15%
Vessels over 52 ft to 72 ft	55%	35%	25%
Vessels over 72 ft to 92 ft	65%	45%	35%
Vessels over 92 ft	75%	55%	45%

*Percentages of daily dockage rate calculated on length of permit

4) The fee for any vessel docking in the Snake River area is one-half (1/2) of the rate applicable to the vessel under the schedule set forth in [Section 05.010 \(a\) 3](#)~~subsection 3~~. Users must apply to the Harbormaster for a Snake River area docking permit. Snake River permit holders must comply with the Port of Nome Moorage Policy and all other rules and regulations, including all applicable provisions of this tariff. Sport fishermen and subsistence users of the Snake River area are exempt from the dockage fee.

(b) Home-ported vessels dry-docked within the Port of Nome that remain idle throughout the applicable period shall pay a flat rate identified below for the winter-season (November through May) or summer-season (June through October).

	<u>Winter</u>	<u>Summer</u>
Vessels 32 ft and under	\$ 525.00	\$ 420.00
Vessels over 32 ft to 54 2 ft	\$1,050.00 787.50	\$ 840.00 630.00
<u>Vessels over 42 ft to 52 ft</u>	<u>\$1,050.00</u>	<u>\$ 840.00</u>
Vessels over 52 ft to 76 2ft	\$2,100.00 1,575.00	\$1,680.00 1,260.00
<u>Vessels over 62 ft to 72 ft</u>	<u>\$2,100.00</u>	<u>\$1,680.00</u>
Vessels over 72 ft to 92 ft	\$2,940.00	\$2,310.00
Vessels over 92 ft	\$4,725.00	\$3,465.00

(c) **No vessels** will be permitted to freeze in at the water line within the Small Boat Harbor or Port of Nome Facilities during the winter months of November through May, except with prior written approval from the Port Director, based upon specific design requirements.

(d) **No vessels** will be permitted to dry dock or to be stored on the Causeway docks or along the Causeway road at any time during the year.

(e) Vessels using the Belmont Beach or Snake River area for the purposes of sport and/or subsistence fishing and hunting are exempt from docking fees. This exemption does not apply to improved docking facilities within the Port and Harbor.

(f) Vessels requiring shore-side assistance from the Port of Nome to secure the vessel shall be charged one line handling fee per visit. Line handling procedures shall be established by the Harbormaster and adhered to at all times. Any variation in these procedures will be implemented or approved by the Harbormaster as needed based on the individual requirements of the vessel. Notification must be made to the Port Director at least [seventy-two \(72\)](#) hours prior to vessel arrival that vessel is requiring assistance to moor. Specific arrival and departure times shall be provided to the Port Director at least [twelve \(12\)](#) hours prior to each docking. If changes or delays to scheduled arrival and departure times occur within the 12-hour notice window, a stand by time per man, per hour for port personnel will be assessed by the Port of Nome, unless notice is provided to the Harbormaster at least [two \(2\)](#) hours prior to [the vessel's](#) arrival or departure.

Line handling services performed beyond regular operating hours will be charged per man hour at the applicable rate defined in Section 05.035(a) 8 of this tariff. Regular operating hours are 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.

(g) Vessels moving between different Port of Nome facility docks shall be assessed dockage based on the combined elapsed time at all locations.

(h) A single vessel when actively engaged as a tug boat, assisting and made fast outboard a vessel and working cargo, shall be accorded free dockage. A tug boat leaving its tended vessel shall have waived its right to free dockage and will be charged accordingly upon mooring to any other Port of Nome facilities, except during which time the vessel relocates to an open berth to receive fuel or water with the approval of the Port Director. All tug and barge vessels that arrive and remain in the "push" configuration, will be charged for the combined length of both tug and barge when alongside any dock or wharf structure. Barges moored on the "hip" of the barge will be assessed for the LOA (Length Over All) of the barge.

(i) Vessels drawing less than twenty (20) inches of water, including support vessels, may only moor in the Snake River area, and may not moor anywhere else in the Inner Harbor (unless authorized by the Port Director). The dockage rate set forth in Section 05.010(a) (4) of this tariff applies to all vessels utilizing the Snake River area unless the use is limited to vessel launching or haulout. Vessels using the area for launching and haulout purposes only, are not required to pay the moorage fee. Improperly moored vessels, or vessels drawing less than twenty (20) inches of water docked in the Small Boat Harbor without permission, will be relocated at the owner's expense and assessed the appropriate fee. Repeat offenders will be fined in accordance with Section 01.060(d) of this tariff.

(j) All vessel trailers stored on Port property during the ice-free season will be stored in a location and manner as defined by the Port Director and assessed charges as set forth in Section 05.035(a) of this tariff. Parking stickers will be issued by the Harbormaster's office at the per foot rate defined in Section 05.035(a) 9 of this tariff, and must be displayed on the tongue showing the current calendar year. Trailers without stickers that are left unattended for more than seven (7) calendar days will be impounded and hauled to the City monofill at the owner's expense. Payment for original parking fees, storage and moving costs will be required to retrieve trailers.

(k) The Port ~~& Harbor~~ of Nome search and rescue vessel "The Guardian", is available for emergency and non-emergency response at rates defined in Section 05.035(a) 10 of this tariff. In order to qualify for the lesser non-emergency rate, vessels requesting assistance must specify that the situation is a non-emergency. Failure to specify will result in assessment of the higher rate.

05.020 Wharfage Rates:

(a) A wharfage charge for all cargo loaded or off-loaded between any vessel and the Port of Nome shall be paid as follows:

1) Bulk liquid products -

Inbound only.....	\$0.035 per gal
Outbound only.....	\$0.023 per gal
Over-side only.....	\$0.012 per gal
Inter-facility transfer.....	\$0.035 per gal

2) Dry commodities, scientific equipment, ISO Tanks, and company gear - (excluding rock, sand, gravel, project cargo and ship's gear)

Inbound/outbound.....	\$11.55 per ton
Over-side cargo.....	\$ 5.78 per ton
Over-stow cargo (outbound).....	\$ 5.78 per ton*
<u>I</u> nter-facility transfer.....	\$ 8.66 per ton

3) Rock, sand and gravel –

2,000 tons or under per barge load..	\$2.55 per ton
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Over 2,000 tons per barge load.....	\$1.94 per ton
Over 40,000 tons per project.....	\$1.64 per ton

(*Over-stow rate is based on qualifying cargo in which full wharfage is being paid for inbound movement, and is destined to points beyond Nome.)

- 4) Project cargo in excess of 2,000 tons in one shipment for one consignee to be consumed in one project 75% of published rate
- 5) Empty containers, bottles or tanks, that are non-revenue cargo, being shipped in or out for re-fill of product **only**..... No Charge
- 6) Ship's gear, ship's stores, and shore-side cargo handling equipment (as defined) No Charge

05.030 Terminal Storage Rates:

(a) A terminal storage fee for all cargo and equipment stored at the Port of Nome shall be paid as follows:

- 1) For open storage on uplands east and west of the Snake River (except Causeway)..... \$0.06 sq. ft. per week
- 2) For open storage on Causeway road or docks..... \$0.08 sq. ft. per week

05.035 Amenities & Other Charges:

(a) A charge for these amenities will be assessed as follows:

- 1) Line Handling (Ships over 300') \$1,030.84 per visit*
(Initial tie-up and throw-off)
- 2) Dump Truck/Refuse (Ships over 300')
(a) Unregulated Refuse..... \$424.46 per load*
- 3) Potable Water - First 1000 gallons..... \$181.91 Flat Fee*
1,001 – 9,999 gallons..... \$ 0.06 per gallon
10,000 gallons and above..... \$ 0.04 per gallon
- 4) Garbage Dumpster Fee..... \$42.45 per visit

5) Security Fee (~~Cruise Ships~~Foreign Flagged and/or ~~Passenger Vessels...~~
\$1,819.131,820.000 per 12 hour shift* ~~(vessels that overnight require two security shifts)~~

- 6) ~~Waste~~Used Oil..... \$2,364.86 per 55 gal. drum*
(or any portion thereof)

- 7) Emergency Services Stand By - (First hour)..... \$1,819.13820.00 hour
Each additional hour \$1,212.75 per hour

- 8) Personnel Labor Rates (1 hour minimum):
 - a) Regular/Straight Time,..... \$103.27 per hour
 - b) Over Time..... \$160.04 per hour
 - c) Double Time..... \$213.40 per hour
 - d) Holiday Time..... \$290.00 per hour
 - e) After Hours Call Out \$317.24 per hour

f) Stand by	\$317.24 per hour
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9) Trailer Parking Fee (ice-free season)	See rates shown in Section 05.030(a) Storage
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10) Smart Ash Burner Operation – (burning used sorbents)	\$121.28/per hour
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11) Gangway or Brow Rental.....	\$151.59/day*
Rubber Tire Fendering	\$151.59/day*

12) Vessel Assist – 28’ Guardian	
Emergency.....	\$909.56 Flat Rate
Non-Emergency.....	\$—266.81 Flat Rate
Plus Fuel/Oil... (1 hr minimum)	\$—18.75 per hour
Plus Labor	See above labor rates*
18’ Skiff..... (1 hr minimum)..	\$—30.32 per hour

134) Film License Application Fee.....	\$— 165300.0038 Flat Fee
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*Rates for these services performed beyond regular operating hours will be charged per man hour at the applicable rate defined in [Section 05.035\(a\) 8](#). Regular operating hours are 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.

05.040 Free Time:

Cargo being loaded or off-loaded in accordance with the Port of Nome tariff, may occupy assigned cargo-handling space at the berthing facility free of charges for a period of time not to exceed forty-eight hours prior to the commencement of berthing and seventy-two [\(72\)](#) hours following discharge of the vessel from its berth unless on special arrangement with the Port Director.

05.050 Negotiable Rates:

(a) The Port of Nome reserves the right to enter into negotiated agreements for the use of specific port facilities, storage space, tanks, land or other terminal facilities at rates determined by the Port Commission or Port Director.

(b) The Port of Nome reserves the right to enter into agreements with common carriers, shippers, and agents concerning rates and services, provided that such agreements shall be consistent with existing rules, regulations, statutes and laws of all governmental entities.

(c) If, in the opinion of the Port Director, any operation, use, or user of the Port is reasonably likely to require special handling, the Port Director shall have the right to charge the user additional fees to compensate the Port for actual and/or reasonable costs associated with the operation, use, or user. This may be a flat fee or a negotiated rate, depending on the circumstances. Cases requiring “special handling” shall include off-season and other operations that the Port Director believes will require substantially more resources or funds than average operations or users,

05.060 Terms of Payment:

(a) All dockage, wharfage, terminal storage fees and other charges assessed by the Port of Nome shall be paid at the time of use, except as provided in subsection (b) below.

(b) The Port Director may extend credit to any user of the Port of Nome who establishes a sound financial condition to the satisfaction of the Port Director. User must satisfactorily complete a credit application and provide all information necessary to determine creditworthiness. Charges assessed and

levied to any such creditworthy user shall be due and payable within thirty (30) calendar days ~~(30) from~~ of the date of invoice from the Port of Nome.

(c) The creditworthy status of such a user of the Port of Nome shall terminate immediately and automatically upon failure to pay all amounts due and owing within thirty (30) calendar days of the date of invoicing. In no event shall creditworthy status attach to any user for a period of time in excess of one (1) year without additional and supplemental evidence of continuing creditworthiness that is satisfactory to the Port Director. During this time of non-creditworthiness, the user shall be required to pay all charges in full and in advance for activity conducted within the Port of Nome. Further, users in ~~this~~ delinquent status may be denied access to the Port of Nome facilities and any cargo, gear or vessel within the Port of Nome may be held as security for payment until all unpaid charges are satisfied-paid in full.

(d) No credit shall be extended to any person or entity who is delinquent in the payment of any amount due and owing to the City of Nome, the Nome Public School District, or the Nome Joint Utility System.

(e) An administration fee of 20% will be charged on all issues that require administrative services to process and handle, beyond the typical day-to-day business, such as but not limited to; known spill response incidents that require port supplies and personnel, clean up, repair or replacement of facility or infrastructure ~~from due to~~ user neglect or damage, etc. All outstanding accounts reaching any level of collection will be assessed a 15% collection fee for balances exceeding sixty (60) calendar days beyond the payment due date, and a 20% collection fee for balances exceeding one hundred and twenty (120) calendar days. Fees will be assessed on a quarterly basis and rounded up to the nearest whole dollar. Collection fees on account balances exceeding \$1,000.00 will be capped at the applicable percentage assessed ~~to on~~ a \$1,000.00 account balance. An NSF fee of \$35.00 will be charged on all bounced checks.

(f) Prepaid storage or docking permits are non-refundable The Port will not assist any user in the sale of prepaid space.

05.070 Interest Accrued:

All amounts due and owing to the Port of Nome for dockage, wharfage, terminal storage fees or other charges shall accrue interest at the rate of ten and a half percent (10.5%) per annum. All costs of collection, including actual reasonable attorney and administrative fees, shall be paid by the delinquent user of the Port of Nome.

05.080 Additional Legal Remedies:

Nothing in these tariffs shall be construed as limiting or waiving any and all legal rights and legal remedies available to the Port of Nome in pursuit of collection of all amounts due and owing to the Port.

CHAPTER 6 **DEFINITIONS**

06.005 Barge Ramp:

"Barge Ramp" shall include the boat launching area off of Port Road identified as Barge Ramp in the Port of Nome aerial photograph dated August 2011 (version v. 041213) on file with the City of Nome.

06.010 Berthing:

"Berthing" is the act of anchoring, tying up, mooring, securing, idling, grounding, dry-docking, beaching or otherwise laying a water vessel to rest within the Port of Nome.

06.020 Cargo:

"Cargo" shall include all freight, merchandise, supplies, equipment, tools, fuel, and other tangible goods held for shipment or movement within the Port of Nome.

06.030 Cargo Handling Areas:

The "cargo handling areas" shall include all dedicated and usable right of ways, the Nome causeway, the full length of the Snake River revetment improvements including the barge ramp uplands and Small Boat Harbor property for a distance of fifty (50) feet back from that revetment along the uplands.

06.040 Cargo Handling Equipment:

"Cargo handling equipment" shall mean all equipment, gear and supplies transported to and/or from a vessel which is necessary for cargo handling at the Port of Nome and that: (a) is loaded or unloaded in Nome and (b) used exclusively for cargo handling at the Port of Nome. Equipment, gear and supplies that are used for cargo handling and for another purpose while offloaded in Nome are not "Cargo handling equipment".

06.045 Cargo Handling Permittee:

"Cargo Handling Permittee" is a person, firm or company that has been issued a permit to use the Port, and which is engaged in the business of handling cargo, equipment, fuel or gravel at the Port of Nome docks and facilities, whether in the capacity of a vessel or shore-side operator.

06.047 Causeway City Dock:

"Causeway City Dock" shall include the area on the southern end of the causeway identified as City Dock in the Port of Nome aerial photograph dated August 2011 (version v. 041514) on file with the City of Nome.

06.050 Company Gear and Equipment:

"Company Gear and Equipment" includes all equipment, gear and supplies transported to and/or from a vessel which is necessary for cargo handling at another shore-side facility or is being transported by a vessel to another location or vessel for such use, but not considered part of the transporting vessel's (ship's) gear or stores.

06.060 Dockage:

"Dockage" is the charge assessed to a vessel for docking at a wharf, dock, pier, float, revetment or other facility, or for mooring to a vessel so docked at a Port of Nome facility.

06.070 Dock-Side:

"Dock-Side" is the shore-side area of any part of the Port of Nome facilities in which vessels and/or crew may conduct working activities such as loading and unloading.

06.080 Empty Containers:

"Empty Containers" qualifying for free wharfage are defined as containers being loaded or unloaded that have no contents and are owned by the carrying vessel.

06.085 Free-Time:

"Free-Time" is the specified period of time (seventy-two (72) hours) during which cargo may occupy an assigned space on port property free of charges immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

06.090 Harbormaster:

The "Harbormaster" is the individual charged with directly supervising and facilitating all operations of the Nome Port & Harbor, including the use of uplands, facility services, and including the assessment of charges and required compliance contained within the Port of Nome Tariff Rules & Regulations; the Port Director's designee.

06.092 Home-Ported Vessel:

A "home-ported vessel" is a seaworthy vessel laying at rest in the Port of Nome during the immediately preceding winter months of November through May, with no delinquent charges or assessments of taxes, damages, dockage, wharfage or other port charges, which operates out of the Nome Inner Harbor during the ice-free summer season.

06.095 Idle Vessel:

"Idle Vessel" is defined as a vessel in lay-up status or laying at rest on hard ground within the Port of Nome facility.

06.100 Inner Harbor:

The "inner harbor" of the Port of Nome is the Snake River and the Bourbon Creek/Dry Creek confluence also known as the turning basin or Small Boat Harbor, including the concrete barge ramp.

06.105 Inter-Facility Transfers:

The movement of cargo, equipment or fuel between facilities entirely within [the](#) Port of Nome property (excluding Cape Nome). Applies only to movements between the two facilities that are not loaded [onto](#) a vessel for shipment.

06.107 LOA or Length Over All:

The overall length of a watercraft measured from the most forward point at the stem (bow), to the after most part of the stern of the watercraft, to include the motor.

06.110 Over-Side Cargo or Fuel:

"Over-Side" refers to the act of transferring cargo or fuel directly between vessels when one vessel is docked at any Port of Nome facility and the other vessel is moored alongside.

06.120 Over Stow:

"Over Stow" is defined as any cargo placed on the Port premises from common carrier or its agent, which is to be reloaded on a vessel and destined for discharge at another port. Over Stow charges will apply so long as no value has been added to the cargo while awaiting transshipment.

06.130 Port Director:

The "Port Director" is either the City Manager or such person designated by the Nome City Council or the designee of the City Manager, consistent with existing Nome Ordinances governing the Port of Nome.

06.140 Port of Nome:

The "Port of Nome" shall include all tide and submerged lands owned, occupied, managed, leased or administered by the City of Nome within and beyond the municipal boundaries, all parcels of real property contiguous to the mean high tide line of the Bering Sea, the Snake River and its tributaries, and all lands and navigable waters within the jurisdiction of the City of Nome.

06.150 Port of Nome Facilities:

"Port of Nome Facilities" includes all causeway docks, revetments, marine headers, industrial pad, barge ramp, harbor floats, east and west Small Boat Harbor docks, storage areas and tidelands of the outer harbor, Small Boat Harbor and Snake River. Unimproved beaches bordering the Bering Sea and unimproved submerged lands of the Bering Sea are not included as "facilities".

06.155 Production Film, Video, and/or Photography Crews:

A film, video and/or photography production crew is one or more people engaged in filming, video or digital taping, photography or recording on any medium in a commercial capacity or for profit.

06.160 Rafting:

When two or more boats tie alongside each other, specifically at a pier, wharf or dock

06.165 Roadstead:

["Roadstead" shall include the navigable channel approach into the Port of Nome outer harbor where vessels transit in preparation for maneuvers into and away from the Causeway docks or Small Boat Harbor. No vessel shall anchor or sit idle in such a manner that obstructs the passage of any vessel transiting the approach into and out of the outer harbor.](#)

06.170 Ship's Gear or Stores:

"Ship's Gear and Ship's Stores" shall include all equipment, gear and supplies being loaded to and/or from a vessel that is directly related to that vessel's cargo handling ability or part of that vessel's crew necessities.

06.173 Small Boat Harbor:

"Small Boat Harbor" shall include that area on the eastern entrance of the Snake River identified as Small Boat Harbor in the Port of Nome aerial photograph dated August 2011 (version v.041213) on file with the City of Nome.

06.175 Snake River Area:

The "Snake River area" means the area within the property of the Port of Nome designated by the Port Director/Harbormaster for use by small crafts and support vessels, located in and along the Snake River on the western side of the Port of Nome. The area extends from the corner of the MS 410 property, near the concrete launch ramp, to the armor stone at the end of Belmont Street, and up river to the City Limit boundary.

06.178 Support Vessel:

"Support vessel" is defined as any vessel which is used exclusively to provide assistance to another vessel by, for example, ferrying gear or persons to or from the main vessel, or to allow repairs, cleaning, and other services to occur on the main vessel.

06.179 Third Party Employers:

"Third Party Employers" refers to employers of all cargo, fuel, gravel, construction employees, service organization staff, vessel employees, longshoremen, stevedores, independent contractors, and all other non-City employees.

06.180 Through Cargo:

"Through Cargo" is defined as cargo that is transported into Nome for temporary staging, while awaiting shipment to destinations beyond Nome, and billed as over stow cargo. (See 06.120 Over-Stow)

06.190 Vessel - "Vessel" or "Vessels":

Shall mean any, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that is designed to float. All references to "VESSEL" or "VESSELS" in this tariff shall include, without exception, her owner, charterer, and agent.

06.195 Wharfage:

The charge assessed against any cargo placed on any shore-side property and passing over, across, under or through the Port of Nome cargo handling facilities.

06.200 Working Stow:

"Working Stow" is defined as any cargo not destined for the Port of Nome that has to be removed from a vessel and placed temporarily on the dock before being loaded to the same vessel from which it was removed and before any movement of vessel from the dock.