ALASKA RAILROAD CORPORATION

WHITTIER TERMINAL TARIFF ARR 601-A

(Cancels Whitter Terminal Tariff ARR 601)

NAMING

RATES, CHARGES, RULES AND REGULATIONS

FOR WHARFAGE, DOCKAGE

AND OTHER TERMINAL SERVICES

APPLYING ON

ALASKA RAILROAD CORPORATION WHARVES AND FACILITIES

AT

WHITTER, AK

ISSUED: January 8, 2008

EFFECTIVE: February 1, 2008

ISSUED BY:

Alaska Railroad Corporation
Real Estate & Facilities
P. O. Box 107500
Anchorage, AK 99501-7500

CHECK SHEET FOR TITLE PAGE AND PAGE REVISIONS

Except as otherwise provided, Title Page and pages 1 through 12, inclusive, are effective as of the date shown. Original and revised pages as named below contain all the changes.

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LOOSE LEAF TARIFF INFORMATION

This tariff is issued in loose-leaf form. All changes will be made by reprinting the same entire page. Such reprinted page will be designated “Revised Page” and bear the same page number. Each revised page will show its revision number and indicate which page it cancels. For example: “1st Revised Page 24, cancels Original Page 24.”

New pages added to the tariff will be designated “Original Pages” initially and numbered with a decimal and number beginning with “.1” For example: “Original Page 25.1.” Revisions of such pages will be handled the same as described above.

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For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

LIST OF PAGE REVISIONS

Below is a list of new or revised pages issued to date. Upon receipt of new or revised pages, check the list of new or revised pages shown below against corresponding new or revised pages contained in the "Check Sheet For Page Revisions" of Page 1. If a page shown below has not been received, request should be made at once for a copy of same.

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RULES AND CHARGES

ITEM 10

APPLICATION OF TARIFF

This tariff applies to all cargo, passengers, vessels and vehicles utilizing the wharves and/or facilities owned or operated by ARR at Whitter, Alaska. The use of said terminal facilities is subject to specific authorization by the terminal operator (See Berthing Policy, ITEM 40). It is incumbent on users to fully comply with all applicable Federal, State, and local statutes and regulations. This tariff is published and filed as required by law and is, therefore, notice to the public, vessels, shippers, consignees and carriers that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement. Use of ARR's terminal facilities at Whitter constitutes an acceptance of this tariff and the terms and conditions named herein. ARR reserves the right to enter into an agreement with vessels, carriers, shippers, consignees and/or their agents concerning rates and services.

ITEM 15

[A] **PARKING**

Representatives of the vessel and all persons having business with it or with the terminal shall not be allowed to park vehicles on the premises without the express permission of the terminal. When such permission is granted, parking of privately owned vehicles will be permitted only within those areas so designated by the Terminal Operator, and shall be entirely at the risk of the owner and/or the operator of the vehicle. The Terminal Operator reserves the right to remove all vehicles not properly parked at the owner's risk and expense.

ITEM 20

ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL

A. RIGHT TO REFUSE CARGO UNDER CERTAIN CONDITIONS

Right is reserved by the terminal operator without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload or permit a vessel to discharge:

1. Passengers or cargo for which prior arrangements for space, receiving, unloading or handling have not been made with the terminal operator by the shipper, carrier, consignee or vessel;
2. Cargo not suitably packed for safe transportation;
3. Cargo deemed offensive, perishable, or hazardous;
4. Cargo, the value of which may be determined as less than the probable terminal charges;
5. Cargo during a period of severe congestion or other emergency, when, in the judgment of the terminal operator, the circumstances then prevailing will prevent the terminal from providing usual care and custody.

(Continued in next column)

RULES AND CHARGES

ITEM 20 (Cont'd)

ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL

B. RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE

Hazardous or offensive cargo, or cargo which by its nature is liable to damage other cargo, terminal facilities or equipment, is subject to immediate removal, either from the premises or to another location on the premises. All expenses and risk for loss or damage will be for the account of owner, shipper, or consignee.

Cargo remaining on the wharf or terminal premises after expiration of free time, may be removed to public or private warehouses, with all expense of removal and risk or loss or damage to be for the account of owner, shipper, consignee, or vessel as responsibility may appear on shipping documents, vessel manifests or other source.

C. RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by terminal operator to withhold delivery of cargo until all terminal charges and advances against said cargo have been paid in full.

D. RIGHT TO SELL FOR UNPAID CHARGES

Cargo on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs provided the owner or responsible party has been given notice to pay charges and to remove said cargo and has neglected or failed to comply. Cargo of a perishable nature or of a nature liable to damage other cargo may be sold at public or private sale without advertising, provided owner or responsible party has been given notice of arrival and has neglected, failed or refused to take delivery.

E. EXPLOSIVES AND HAZARDOUS CARGO

The acceptance, handling or storing of hazardous materials shall be subject to special arrangements with the terminal operator and governed by the applicable rules and regulations of Federal, State, and local authorities and such acceptance is conditional upon immediate removal from ARR's wharves or facilities by owner of such cargo.

The following commodities will not be accepted over ARR's wharves or facilities at Whitter, Alaska:

Liquid Hazardous Materials, in bulk, in containers other than DOT approved intermodal IM 101 or IM 102 tanks, or tank cars.

(Continued on next page)

RULES AND CHARGES

ITEM 20 (Cont'd)

ACCEPTANCE, RETENTION, OR DELIVERY OF CARGO CONDITIONAL

F. OWNER'S RISK

1. Glass, liquids or fragile articles will be accepted only at owner's risk for breakage.
2. Cargo requiring refrigeration will be accepted only at owner's risk of spoilage.
3. Cargo on open wharf premises will be accepted only at owner's risk for loss or damage.
4. Timber and log or lumber rafts and all water craft, if and when permitted by the terminal operator to be moored in slips, at moorage dolphins, at wharves or alongside vessels, are at owner's risk for loss or damage.

ITEM 30

BERTHING APPLICATION

All vessels must make written application to the terminal operator and obtain permission to berth prior to docking at any terminal facility. The application must show the length and draft of the vessel, the requested facilities, the character of the cargo, and any other information required by the terminal operator. (See Berthing Policy, ITEM 40). All vessels moored at ARR's wharves or facilities at Whitter or alongside vessels so moored are at the owner's risk for loss or damage.

ITEM 40

BERTHING POLICY

This item will govern the determination of priority for vessels calling at ARR's wharves or facilities at Whitter, Alaska.

SECTION 1: PRIORITY OF VESSELS

A. All scheduled vessels will have berthing priority over unscheduled vessels.

B. Passenger vessels will have berthing priority over freight vessels at the DeLong Dock.

C. "Turn around" passenger vessels will have berthing priority over "port of call" passenger vessels.

(Continued in next column)

RULES AND CHARGES

ITEM 40 (Cont'd)

BERTHING POLICY

SECTION 2: HISTORICAL PREFERENCE OF PASSENGER VESSELS

In the event berthing requests are received from more than one cruise line company for the same day or days, the cruise line company with the greatest seniority will have priority. Seniority shall be determined by the length of time a cruise line company has been berthing at ARR's Whitter wharves or facilities. Berthing seniority rights for the specific day, belong to the cruise line company, not the individual vessels, and are subject to the priorities established in Section 1.

SECTION 3: CONFLICTS

The entire length of the Whitter dock may be used in the event of scheduling conflicts over berthing. The cruise line company with the greatest seniority, subject to Section 1, will be granted dock location preference. ARR reserves the right to assign dock location based on operational requirements and safety considerations without regard to seniority.

SECTION 4: FORFEITURE AND TRANSFER

A. If a cruise line company informs ARR of its intent to relinquish berthing priority rights, or if such operator fails to use ARR's Whitter wharves or facilities for one traditional cruise ship season, such seniority rights will be forfeited.

B. Berthing seniority rights are non-transferable.

SECTION 5: BERTHING POLICY DEFINITIONS

"Turn Around" Vessels: Vessels that embark or disembark over half of the passengers listed on either departure or arrival manifests.

"Port of Call" Vessels: All other vessels calling at ARR's Whitter wharves or facilities, and not defined as "Turn Around."

SECTION 6: NOTICES

Cruise line companies or their designated agents will forward all berthing schedule requests to ARR no later than January 1 of the year in which berthing is requested. Notice must be addressed to:

Alaska Railroad Corporation
ATTN: Director, Real Estate
P.O. Box 107500
Anchorage, AK 99510-7500

RULES AND CHARGES

ITEM 50
[C]

DEFINITIONS

Berthing or Docking: Any vessel occupying a space adjacent to any wharf or facility, whether lines are attached or not attached.

Dockage: The charges assessed against a vessel for berthing at a wharf, pier, bank, or other facility or for mooring to a docked vessel.

Holiday: Wherever reference is made in this tariff to "Holidays" it means the following:

New Year's Day	January 1
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Holidays named above which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday, respectively.

Passenger Service Charges: The charges assessed against vessels, their owners, agents, or operators which load or discharge passengers at any facility owned or operated by ARR for the use of the terminal facilities.

Point of Rest: The area of ARR's Terminal facility that is designated by the terminal operator for the receipt of inbound cargo or baggage from a vessel and the area of the terminal facility that is designated for the receipt of outbound cargo or baggage for loading to a vessel.

Terminal Operator: Alaska Railroad Corporation and its designated agents.

Terminal Use Permit: A required non-exclusive revocable Permit to use the ARR Docks and other portions of the Terminal Reserve, for limited purposes of Stevedoring Services, Vessel Servicing, Non-Vessel Cargo Services and Fish Handling Services (See Stevedoring, Vessel, Non-Vessel Cargo and Fish Handling Services, ITEM 190). [A]

Vessel: A ship, tug, boat, or barge either self-propelled or not self-propelled.

Wharfage: The charges assessed against cargo for its passage over, under, or through any ARR wharf, pier or facility or loaded or discharged overside vessels berthed at any such facility.

(Provisions formerly shown herein and not brought forward are hereby canceled.)

RULES AND CHARGES

ITEM 60

DELAYS, WAIVER OF CHARGES

Vessels, owners, shippers or consignees shall not be entitled to a waiver of any terminal charges because of delay arising from the failure or breakdown of terminal equipment, or delays arising from any other cause not reasonably within the control of the terminal operator.

ITEM 70

DEMURRAGE, RAIL CARS OR VESSELS

In furnishing the service of vessel berthing, ordering, billing out, loading or unloading rail cars, and of handling to and from vessels, no responsibility for any demurrage or delay whatsoever on either rail cars or vessels will be assumed by the terminal operator.

ITEM 75
[A]

MISCELLANEOUS FEES OR SPECIAL SERVICES

In addition to all other tariff provisions, special services provided by the Terminal Operator will be assessed at the actual costs plus 15%.

RULES AND CHARGES

ITEM 80
[C]

DOCKAGE

Charges shall commence when a vessel is made fast and shall continue until such vessel is completely freed from and has vacated the berth. No deductions shall be made for Sundays or Holidays, nor because of weather or other conditions. The greater of the length shown in Lloyds Register, the certification of registry, or the length published by the owner or operator will apply. If the length is not shown in these documents, or if the published length is not available, the linear distance measured from the extreme point of the bow to the extreme point of the stern will apply.

Dockage charges will be assessed as shown below, subject to the following minimum dockage charges:

Year	Minimum Docking Charges
2018	$275.00
2019	$300.00
2020	$300.00
2021	$300.00
2022	$300.00

DOCKAGE CHARGES
(Rates in dollars and cents per foot per 24-hour period or fraction thereof) (See Exceptions 1 and 2)

YEAR	0' to 300'	301' to 600'	601' to 700'	701' to 800'	Over 800'
2018	$3.20	$4.55	$5.75	$7.90	$9.00
2019	$3.35	$4.75	$5.95	$8.30	$9.45
2020	$3.42	$4.85	$6.07	$8.47	$9.64
2021	$3.49	$4.94	$6.19	$8.64	$9.83
2022	$3.56	$5.04	$6.31	$8.81	$10.03

A vessel not engaged in working passengers or cargo shall vacate when the berth is required for a vessel to load or discharge passengers or cargo. A vessel on notice to move which refuses to vacate will be assessed dockage at five times its applicable rate starting at the time vessel is notified to vacate.

(Continued in next column)

RULES AND CHARGES

ITEM 80 (Cont'd)

DOCKAGE

Whenever necessary for the proper operation of the facility, the Terminal Operator may order a vessel to move to such a place as directed at the vessel's expense. Any vessel which is not moved promptly upon notice to so move may be shifted and any expenses involved, damage to the vessel or to Alaska Railroad Corporation property during such removal, shall be charged to the vessel, along with all costs for the idle labor, crane(s) and equipment resulting from such delay plus 15%. Vessels berthing at the terminal shall, at all time, have sufficient properly trained personnel to move said vessel in case of necessity for the protection of the ship and/or other property.

Exception 1: Non-Passenger vessels docked 12 hours or less will be assessed half the applicable 24-hour docking charge, subject to minimum docking charges shown herein. [I]

Exception 2: Non-Passenger vessels docked 12 hours or less of the last 24-hour period will be assessed half the applicable 24-hour docking charge, subject to minimum docking charges shown herein. [I]

RULES AND CHARGES

ITEM 90

INDEMNITY

Except for that portion resulting from the negligence of the terminal operator, if any, vessel owners, shippers, consignees, and carriers shall defend, indemnify and hold the terminal operator harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of ARR's Whitter wharves or terminal facilities.

ITEM 100

INSURANCE

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

ITEM 110
[C]

LIABILITY FOR LOSS OR DAMAGE LIMITED

A. RESPONSIBILITY LIMITED

No persons other than employees or agents of the holder of an authorized Terminal Use Permit shall be permitted to perform any services on the wharves and/ or facilities owned or operated by ARR at Whitter, Alaska.

The ARR will not be responsible for any loss, damage, injury or death, including but not limited to, loss, damage, injury or death caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice, or other rodents, moths, weevils, or other insects leakage or discharge from sprinkler fire systems, collapse of building or equipment, or by floats, logs or pilings required in breasting vessels way from wharf, nor will it be liable for any loss, damage, injury or death or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in service of others or from any consequences arising herefrom, except, ARR shall not be relieved from liability for its own negligence.

B. HOLD HARMLESS AND INDEMNITY

Except for that portion resulting from the negligence of ARR, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the ARR harmless from and against all charges losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or rise from or grow out of use of ARR facilities at Whitter, Alaska.

RULES AND CHARGES

ITEM 120

LICENSE

A license gives the licensee the right to the temporary non-exclusive use of the specifically named facilities for the purpose described in the license, subject to the provisions of the berthing application, license, and this tariff. Terminal operator may terminate the license for any breach of these provisions.

ITEM 130

PAYMENT OF CHARGES

A. RESPONSIBILITY FOR CHARGES TO VESSEL

The vessel, its owners or agents and cargo owner, shipper or consignee docking at or using the facilities covered by this tariff shall be responsible, jointly and severally, for the payment of all charges assessed in accordance with this tariff.

B. RESPONSIBILITY FOR CHARGES TO CARGO

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

C. PAYMENT OF CHARGES

All charges for services rendered by the terminal operator or for the use of terminal facilities are due and payable as they accrue upon completion of such services or uses, unless prior credit approval is received from ARR's financial services office.

The terminal operator may request payment of charges in advance as follows:

1. For all charges to the vessel before a vessel begins loading or discharging.
2. For all charges to the cargo before the cargo leaves the custody of the terminal.
3. For all charges to perishable goods or cargo of doubtful value, or household goods prior to the commence of services named herein.

(Continued on next page)

RULES AND CHARGES

ITEM 130 (Cont'd)

PAYMENT OF CHARGES

D. LATE CHARGES ON DELINQUENT ACCOUNTS

All invoices, except for damages to wharf property, will be declared delinquent 15 days after the date of the invoice, and, as such, will be charged a late charge of 1.5 percent for each month or portion thereof that the particular invoice remains delinquent. All extra expenses, including legal expense, litigation cost, or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts. The Terminal Operator shall have a maritime lien upon the vessel, its cargo and freights for all unpaid charges due to the Terminal Operator.

E. DENY USE

The Terminal Operator reserves the right to deny anyone the use of the terminal until all past due accounts are paid.

RULES AND CHARGES

ITEM 140

PENALTY FOR UNAUTHORIZED USE OF PORT FACILITIES

Vessels which use ARR's terminal facilities without the permission of the terminal operator shall be subject to removal at the discretion of the terminal operator, at the expense of the vessel. Vessel will be held responsible for all loss or damage arising from such unauthorized use and subsequent removal.

ITEM 150

RESPONSIBILITY FOR PROPERTY DAMAGE

Every person and every vessel responsible for any damage to any terminal property of any kind or character while using ARR's terminal facilities shall be liable for and charged with the cost and expense of replacement or repair if the property is so damaged or destroyed. The expense of repairing said damage including all surveys shall be charged against the person or vessel, or both, responsible therefore.

ITEM 160

RESPONSIBILITY LIMITED

No person, other than employees of a stevedoring contractor (if any), shall be permitted to perform any services on ARR's wharves or facilities without prior written authorization from the terminal operator. ARR shall not be liable for the injury of persons operating on its wharves or facilities under such written authorizations, nor shall it be liable for any loss, damage or theft occasioned by such persons' presence on the wharves or facilities.

Any person, when permitted to perform services on ARR's wharves or facilities, shall be liable for the injury of persons in their employ and shall also be held responsible for loss, damage, theft or injuries to third parties occasioned by themselves or persons in their employ.

ITEM 170

RIGHTS RESERVED

Right is reserved by ARR to furnish all equipment, supplies and materials and to perform all services in connection with the operation of terminal facilities under the provisions named herein.

Right is reserved by ARR to enter into an agreement with any vessel, its owners or agents and cargo owner, shipper or consignee concerning rates and services, provided such arrangements do not conflict with applicable Federal, State, or local laws.

RULES AND CHARGES

ITEM 180

PASSENGER SERVICE CHARGES

In addition to all other tariff provisions, the following charges will be assessed against vessels, their owners, agents or operators which load or discharge passengers at any ARR facility:

(Rates in dollars and cents)

YEAR	SERVICE FEE PER PASSENGER	FACILITY CHARGE PER PASSENGER
2018	$9.05 [NC]	$1.70 [NC]
2019	$9.50 [NC]	$1.75 [NC]
2020	$9.70 [A]	$1.80 [A]
2021	$9.90 [A]	$1.85 [A]
2022	$10.10 [A]	$1.90 [A]

RULES AND CHARGES

ITEM 190
[C]

STEVEDORING, VESSEL, NON-VESSEL CARGO AND FISH HANDLING SERVICES

Stevedoring, Vessel, Non-Vessel Cargo and Fish Handling Services ('Services') are provided by independent contractors at ARR's terminal facilities under Terminal Use Permits issued by ARR. Vessels shall enter into their own contract arrangement for Services with Terminal Use Permit Holders.

For the purpose of this rule:

A. "Stevedoring Services" means line handling, and all acts related to the loading, unloading, or handling of freight, cargo, ship's stores or supplies or large volumes of baggage to or from vessels moored at an ARR Dock. Stevedore Services shall include the handling of containers of frozen fish, but shall not include the handling of loose fish, which falls within the definition of Fish Handling. Stevedore Services shall include the handling of containers of fuel being transported by vessel, but shall not include the fueling of vessels, which falls within the definition of Vessel Servicing.

B. "Vessel Services" means all acts related to providing miscellaneous services to vessels, e.g. repairs, maintenance, fueling, watering, garbage removal and related Stevedore Services.

C. "Non-Vessel Cargo Services" means all acts related to the transfer of cargo or freight between a vehicle, truck, trailer, container or railcar and the ground within the Terminal Reserve.

D. "Fish Handling Services" means the loading, unloading or handling of loose fish from vessels, not including the handling of containers of frozen fish, which instead falls within the coverage of Stevedoring Services.

A current list of Terminal Use Permit Holders is available on request from the Terminal Operator.

RULES AND CHARGES

ITEM 200

VEHICLES ON WHARF

Except for vehicles of the terminal operator, cargo consisting of vehicles, and emergency vehicles, no motor vehicles may go on an ARR wharf unless the operator of the vehicle has first obtained a written permit from the terminal operator and paid the applicable annual vehicle access fee. The charges for vehicle access are as follows:

(Rates in dollars and cents)

DOCK USE ANNUAL VEHICLE FEE		
1-5	5-10	OVER 10
$750.00	$1,500.00	$3,000.00

ITEM 210

VESSEL OILY WASTE OR GARBAGE DISPOSAL

Operators of vessels needing to discharge oily waste or garbage at the terminal facilities shall notify the terminal operator at least 24 hours in advance. The terminal operator will provide the vessel operator with directions to receptacles for the disposal of such items. The vessel operator shall provide at least 24 hours advance notice in the case of:

1. Garbage regulated by the Animal & Plant Health Inspection Service (APIS) of the U.S. Department of Agriculture under 7 CFR 330.400 or 9 CFR 94.5
2. Medical wastes, or
3. Hazardous wastes defined in 40 CFR 261.3.

If a vessel contacts the Terminal Operator regarding disposal of medical or hazardous wastes as described above, the Terminal Operator will provide a list of persons able to transport and treat such wastes. The vessel operator shall arrange directly with such a person to handle such wastes, and payment of services will be made directly to the person so engaged. Any such person is not an agent or employee or ARR, nor shall ARR be liable for any act or omission of any person so engaged by the vessel operator.

The discharge by vessel of any oily waste or garbage at ARR's Whitter wharves and facilities shall only be in accordance with the terms of this tariff item, applicable international conventions and applicable federal, state and local laws and regulations.

(Continued in next column)

RULES AND CHARGES

ITEM 210 (Cont'd)

VESSEL OILY WASTE OR GARBAGE DISPOSAL

Any costs or charges incurred by the Terminal Operator for services covered by this tariff item shall be billed to the vessel operator plus 125%.

ITEM 220

VESSEL TO FURNISH MANIFESTS

Vessels using ARR's terminal facilities must furnish the Terminal Operator and FSO with a manifest of all cargo loaded or unloaded at terminal facilities. Such manifest shall be submitted 96 hours in advance of arrival and include, at a minimum:

1. For containerized or unitized cargo - gross weight, exterior dimensions, and contents of each container or unit.
2. For break-bulk or bulk cargo - gross weight, number of pieces, (if applicable) and contents of each shipment.
3. For cargo remaining on vessel, a complete description of all cargo not listed in 1 and 2 above.

Contents shall be defined in terms of its generic description and its seven (7) digit STCC, where applicable.

Accompanying each cargo manifest provided by vessel to Terminal Operator and FSO shall be a copy of the Dangerous Cargo Manifest as provided to U.S. Coast Guard, or signed certification that the cargo loaded or offloaded includes no dangerous or hazardous cargo, as defined in 49 CFR.

ITEM 225
[A]

VESSEL MAINTENANCE

No debris or pollutants are allowed to enter the water or contaminate docks or adjacent vessels. All vessels must obtain permission from the Terminal Operator prior to any vessel maintenance or repair. All work at ARR's Whitter Terminal Reserve shall only be in accordance with applicable international conventions and applicable federal, state and local laws and regulations. ARR reserves the right to direct the vessel or its operator to cease vessel maintenance which in the Terminal Operator's judgment causes a condition of contamination, hazard, safety or hindrance.

RULES AND CHARGES

ITEM 230

WATER FURNISHED VESSELS

When requested, ARR will furnish portable water for vessels at the charges shown below, subject to a minimum water charge of $300.00 [I].

(Rates in dollars and cents)

YEAR	CHARGE PER 1,000 GALLONS	WATER/SEWER SERVICE HOOK-UP CHARGE
2018	$14.60 [NC]	$200.00 [NC]
2019	$15.30 [NC]	$200.00 [NC]
2020	$15.76 [A]	$250.00 [A]
2021	$16.23 [A]	$250.00 [A]
2022	$16.72 [A]	$250.00 [A]

Any fraction of 1,000 gallons will be charged as 1,000 gallons. Vessel will provide meter readings and final gallon total to Terminal Operator. Vessel to furnish labor to hook up and disconnect hoses. ARR may, upon request and if available, furnish hose suitable for dispensing water.

ITEM 240

WEIGHTS

Cargo moving outbound in ship or barge loads for which no railroad scale weights are available, will be subject to terminal charges based on estimated weight obtained by survey of vessel by qualified person acceptable to terminal operator and vessel owner, operator, agent or charterer.

RULES AND CHARGES

ITEM 250

WHARF STORAGE

Wharf storage is the charge assessed for the storage of cargo remaining on the wharf after the expiration of free time.

Free time will be five days for inbound cargo, and ten days for outbound cargo. Saturdays, Sundays and Holidays are excluded from free time.

The following daily storage charges will apply: [C]

Containers 20' or less in length….. $3.00 per day

Containers more than 20'……$6.00 per day

Non-containerized cargo……$0.02 per square foot per day

Minimum storage charge……. $500.00 per month

NOTE 1: ARR reserves the right to refuse wharf storage of any cargo which in the terminal operator's judgment may impair wharf usage or cause a condition of hazard, safety or hindrance.

NOTE 2: Whenever necessary for the proper operation of the facility, the Terminal Operator may order cargo be moved to such a place as directed at the carrier's and/or cargo owner's expense. Any cargo not moved promptly upon notice to do so may be moved by the Terminal Operator and expenses involved, damage to the cargo or to the Alaska Railroad Corporation property during such removal, shall be charged to the carrier and/or cargo owner, along with all costs for idle labor, crane(s) and equipment plus 15%. [A]

RULES AND CHARGES

ITEM 260

WHARFAGE

Charges will be assessed on all cargo including ship's stores and fuel. Over-stowed cargo reloaded to same vessel prior to departure, ship's gear and dunnage will not be charged wharfage.

Wharfage charges will be assessed as shown below, subject to the following minimum wharfage charges:

Year	Minimum Wharfage Charges
2018	$275.00 [NC]
2019	$300.00 [NC]
2020	$300.00 [A]
2021	$300.00 [A]
2022	$325.00 [A]

Cargo loaded or discharged overside vessels to or from another vessel will be assessed one half the named wharfage charges, subject to minimum wharfage charges shown above.

WHARFAGE CHARGES
(Rates in dollars and cents)

TYPE OF CARGO	WHARFAGE PER UNIT	UNIT
General Cargo, NOS:		
Year		
2018	$5.52 [NC]	Short Ton
2019	$5.80 [NC]	
2020	$5.92 [A]	
2021	$6.03 [A]	
2022	$6.16 [A]	
Exemptions:		
Explosives Gravel Hazardous Waste Live Animals Rock	The rate for these Items by request only	

(Continued in next column)

RULES AND CHARGES

ITEM 260 (Cont'd)

WHARFAGE

WHARFAGE CHARGES
(Rates in dollars and cents)

TYPE OF CARGO	WHARFAGE PER UNIT	UNIT
Fuel:		
Year		
2018	$0.025 [NC]	Per Gallon
2019	$0.025 [R]	
2020	$0.030 [A]	
2021	$0.030 [A]	
2022	$0.030 [A]	
Lumber, Cants or Logs:		
Year		
2018	$5.52 [NC]	Per 1,000 Board Feet
2019	$5.80 [NC]	
2020	$5.92 [A]	
2021	$6.03 [A]	
2022	$6.16 [A]	
Fish, loose:		
Year		
2018	$0.030 [R]	Per Pound
2019	$0.030 [R]	
2020	$0.030 [A]	
2021	$0.040 [A]	
2022	$0.040 [A]	
Empty Containers:		
Year		
2018	$13.00 [NC]	Per Container
2019	$14.00 [NC]	
2020	$14.00 [A]	
2021	$14.50 [A]	
2022	$15.00 [A]	

RULES AND CHARGES

ITEM 270

SECURITY FEES

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the US Coast Guard regulation 33CFR105, ARR will assess against and collect from ocean going vessels, their owners, or operators for the use of the terminal working areas at port operated facilities, a Port Security Fee. Such fee, in the amounts set forth below, shall be in addition to all other fees and charges due under this tariff. At the ARR's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the US Department of Homeland Security.

Assessed for vessels loading or offloading cargo, the following Security Fees will apply:	SECURITY FEE: PER TON	MINIMUM SECURITY FEE: PER DOCKING
Year		
2018	$0.55 [NC]	$275.00 [NC]
2019	$0.60 [NC]	$300.00 [NC]
2020	$0.60 [A]	$300.00 [A]
2021	$0.60 [A]	$300.00 [A]
2022	$0.60 [A]	$300.00 [A]

Assessed for vessels not handling cargo, the following Security Fees will apply:	SECURITY FEE: PER VESSEL PER DAY	MAXIMUM MONTHLY SECURITY FEE:
Year		
2018	$275.00 [NC]	$550.00 [NC]
2019	$300.00 [NC]	$600.00 [NC]
2020	$300.00 [A]	$600.00 [A]
2021	$300.00 [A]	$600.00 [A]
2022	$300.00 [A]	$600.00 [A]

(Continued in next column)

RULES AND CHARGES

ITEM 270 (Cont'd)

SECURITY FEES

Port Security Container Fees:	SECURITY FEE: PER EMPTY CONTAINER
Year	
2018	$2.20 [NC]
2019	$2.30 [NC]
2020	$2.40 [A]
2021	$2.50 [A]
2022	$2.50 [A]

SECURITY SERVICES

When actual security is required to be provided by ARR, the security fees assessed will be $50.00 per hour in lieu of the above listed fees.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ABB/ REF	EXPLANATI0N
ARR	Alaska Railroad Corporation
CFR	Code of Federal Regulations
CSO	Company Security Officer
FSO	Facility Security Officer
NOS	Not Otherwise Specified
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
WTT	Whitter Terminal Tariff
[A]	Addition/New
[C]	Change
[D]	Cancel/Eliminated
[I]	Increase
[NC]	No Change
[R]	Reduction/Decrease
%	Percent

(Underscored portion denotes change.)