



**Don Young Port of Alaska**  
**Terminal 1 Crane Agreements Update**  
**June 12, 2025**



**Matson**

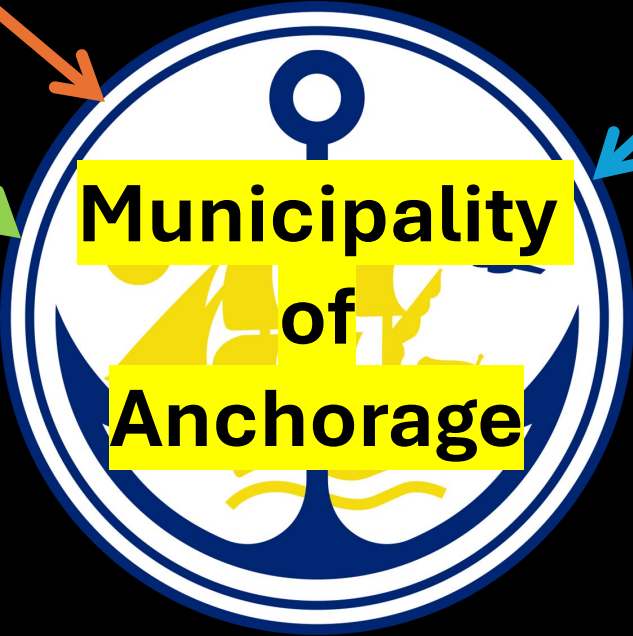


**T1 Construction Contractor**

**Crane Purchase Agreement**

**Construction Contract**

**Crane Use Agreement**



**Municipality  
of  
Anchorage**

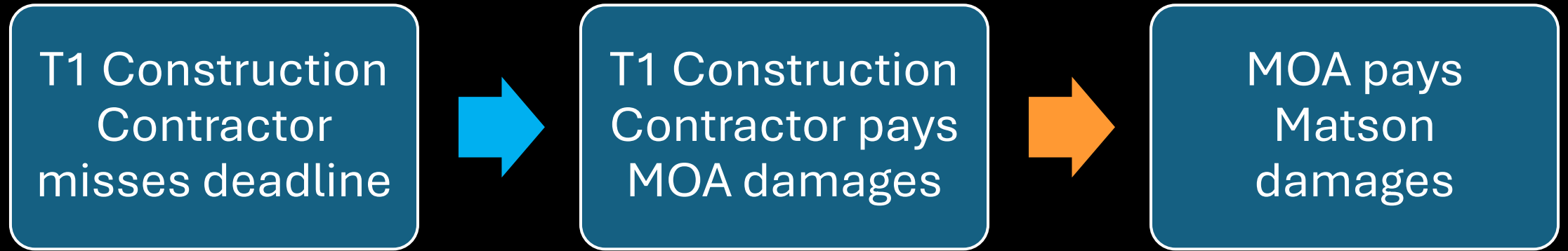
# Three Agreements: To Be Finalized Together

- T1 Construction Contract – APPROVED AND EXECUTED
  - Governs responsibilities of T1 construction contractor (after selection) to timely complete replacement of terminal 1
  - Includes language governing damages due to MOA if dock is not complete in time for crane installation by Matson
- Crane Purchase Agreement – ON HOLD PENDING MATSON DECISION
  - Governs the agreement between the MOA and Matson under which Matson will procure, transport, deliver, and install new Gantry cranes for Terminal 1
  - Includes language governing damages MOA will pay to Matson if dock is not complete in time for scheduled crane installation
- Crane Use Agreement – SEEKING ASSEMBLY APPROVAL
  - Governs how Matson will use and operate the Gantry cranes once installed on the dock at Terminal 1
  - Includes language governing permitted non-Matson uses of the cranes after installation

# Crane Agreements: Risks

- MOA does not preserve adequate flexibility to allow for humanitarian, Department of Defense, Department of Homeland Security, FEMA, and intermittent special commercial uses (Ambler Metals, etc.).
- MOA contractually obligated to pay damages to Matson if the dock is not sufficiently complete to allow for timely installation of the cranes when they arrive (though MOA really just sits in the middle of the “damages sandwich”).

# Crane Agreement: the Damages Sandwich



## Negotiation Goals:

- Minimize MOA risk for damages caused by contractor delay
- Preserve optionality if deadlines are missed, including option to purchase cranes at cost

# Crane Use Agreement: Preserving Flexibility

C. Matson will make available the Matson Cranes for third party use as follows:

1. Matson will make available the Matson Cranes for non-commercial use and humanitarian aid use outside of Matson's ongoing operations and subject to agreed-upon rates between Matson and the user. Matson's approval of proposed non-commercial use or humanitarian aid use shall not be unreasonably withheld. Matson will charge third parties under this paragraph an hourly rate for the use of the Matson Cranes, with a minimum time requirement no less than four (4) hours. Matson will retain the entire amount of such charges.

2. Matson may make available the Matson Cranes for third party commercial use at Matson's sole discretion. Notwithstanding the foregoing, if use is requested by an agent of the Department of Defense, the Department of Homeland Security, or the Federal Emergency Management Agency, Matson shall not unreasonably withhold such use. Further, if the requested use is both Transient and Non-Permanent, Matson shall not withhold such use, so long as the use is also (i) safe, (ii) within the capacity of the Matson Cranes, and (iii) will not otherwise interfere with Matson's operations. For purposes of this paragraph, "Transient" means the proposed use will make no more than four calls within any period within 365 days utilizing the Matson Cranes. For purposes of this paragraph, "Non-Permanent" means the proposed use will not be more than eight calls within any four year period. Prior to any use under this paragraph, the applicable third party must enter a written agreement with Matson regarding rates and charges. Matson will retain the entire amount of such charges.

3. Anchorage will enter into a use agreement with any Similarly Situated User including substantially similar third-party use restrictions as those in this section. For the purposes of this paragraph a "Similarly Situated User" means a commercial organization operating privately owned cargo or freight loading and unloading cranes on dock infrastructure owned by Anchorage.

D. Matson will provide competent and qualified operators for the Matson Cranes, who shall be available subject to existing union-labor agreements, commencing upon the Matson Cranes becoming operational and continuing thereafter for the duration of this Agreement, to provide crane services to vessels utilizing Cargo Terminal 1 for Matson or third-party use subject to section III(C) of this agreement.

E. When Matson is notified by Anchorage of a Cargo Terminal 1 berthing reservation on a day/time that doesn't interfere with Matson's PUA-related terminal usage, Matson will re-position the cranes at no expense to Anchorage so as not to interfere with the associated alternative use operations.

F. Anchorage agrees to maintain the surfaces of Cargo Terminal 1 in a safe operating condition through all anticipated weather conditions.