



Agenda

Port & Harbor Advisory Commission Worksession

Monday, September 18, 2023 at 5:30 PM

City Hall Cowles Council Chambers In-Person & Via Zoom Webinar

Homer City Hall

491 E. Pioneer Avenue
Homer, Alaska 99603
www.cityofhomer-ak.gov

Zoom Webinar ID: 954 2610 1220 Password:

556404 <https://cityofhomer.zoom.us>
Dial: 346-248-7799 or 669-900-6833;
(Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, 5:30 P.M.

AGENDA APPROVAL

DISCUSSION TOPIC(S)

[A.](#) Proposed 2024 Tariff Revisions

Page 2

[B.](#) Amending the Insurance Requirement on COH Vessel Moorage Agreement **Page 64**

[C.](#) Other Agenda Items

COMMENTS OF THE AUDIENCE (3 minute time limit)

ADJOURNMENT

Next Regular Meeting is **Wednesday, September 27th, at 5:30 p.m.** All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.



Memorandum

To: Port & Harbor Advisory Commission
From: Amy Woodruff, Staff Liaison
Date: September 15, 2023
Subject: PHC Work Session Monday, September 18th

In support of goal #7 of the PHC Strategic plan, we are holding a work session to discuss proposed tariff edits for 2024.

- | |
|---|
| <p>7. Continue identifying underutilized assets and additional sources of revenue. (December)</p> <ul style="list-style-type: none">a. Task (Staff): Review tariff and develop suggested edits for consideration by commissionb. Task (Commission): Hold September work session on Harbor Tariff |
|---|

In addition to the proposed tariff edits included in the enclosed memorandum dated August 9th, staff and commissioners have brought forth the following suggested changes:

- Evaluate Wood Grid and Steel Grid rates for a possible increase
- Change paid trailer parking rates from a monthly fee to a daily fee
- Consider a commercial rate for launch ramp passes.
- Provide specific minimum Marine Liability Coverage levels for commercial vessels carrying passengers for hire in the Tariff.

I'm also including some general information on revenue items for this fiscal year to-date requested by Chair Matthews.



City of Homer

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Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

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(p) 907-235-3160

(f) 907-235-3152

Wood Grid & Steel Grid Rates:

Rates were last raised in 2011.

2009-2010 rates	
0-59 feet	\$1.02/ft/tide
60-80 feet	\$2.48/ft/tide
81-100 feet	\$3.16/ft/tide
101-120 feet	\$3.70/ft/tide
121-140 feet	\$4.11/ft/tide

2011-2023 rates	
0-59 feet	\$1.05/ft/tide
60-80 feet	\$2.55/ft/tide
81-100 feet	\$3.25/ft/tide
101-120 feet	\$3.82/ft/tide
121-140 feet	\$4.24/ft/tide

	FY22	FY23	FY24 (YTD)
Wood Grid	5,006	4,089	1,103
Steel Grid	7,900	6,969	842

Trailer Parking:

Currently, parking for trailers is free for up to seven days. Storage beyond seven days is available at a rate of \$7 per foot per month. This proposal would replace free daily storage and monthly storage rates with a single daily fee for trailer parking.

Commercial Launch Ramp Use:

Currently, commercial operators that use the Load and Launch ramp are able to do so under the same \$200 annual pass provided to recreational users. Consider setting a higher annual pass rate for commercial users, which include boat storage yard vehicles, charter vessel operators, and other vessels carrying passengers for hire. No change is recommended to the daily \$20 launch ramp fee for commercial users.

Marine Liability Insurance:

The minimum Marine Liability Coverage levels for commercial vessels carrying passengers for hire are currently specified in the terms of our Moorage agreement. These minimum amounts have not been updated for at least a decade, and we would like to put specific minimum amounts in the tariff rather than in the moorage agreement.



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General Budget information:

	FY22	FY23	FY24 (YTD)
Camping (City)	150,219		—
Camping (Harbor)	--	54,678	127,362
Parking	180,789	173,746	86,116



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Memorandum

TO: THE PORT & HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR
DATE: AUGUST 09 2023
SUBJECT: ANNUAL PORT TARIFF NO. 1 REVIEW- UPCOMING IN SEPTEMBER

Annual review/discussion of the Port Tariff is scheduled to be an actionable agenda item for the Sept. 27th meeting. In preparation for that meeting, please see this year's staff changes to the tariff that are listed below. Also, if you would like to make additional recommendations to staff for consideration, please reach out to the Port and Harbor Advisory Commission's staff liaison before Sept 15th so that those items can be added as topics for discussion under the main agenda item. The staff changes below have been divided into two categories for ease of tracking: "Fees" (located in the fee schedule Appendix A) and "Policies" (located within the cited Tariff Rule of reference):

Fees

- Insufficient funds check fee \$50- adding fee- A bounced check causes a significant amount of city finance and port finance staff time to reconcile. We do not currently have a penalty fee for an insufficient funds check.
- Electric metered connect/disconnect fee for Reserved stalls- removal of fee- For reserved stalls with electric meters, currently the rate for electric use is \$23.95/month + electrical usage charge per kilowatt. If lessees are going to be gone from the harbor for extended periods of time they can freeze the \$23.95 flat rate monthly charge by putting in a notice of vacancy and paying a \$28.80 connect/disconnect fee. This fee is often confusing for customers, but also makes it not worth it to file a notice of vacancy unless a tenant boat is going to be gone for more than 2 months. In our currently crowded harbor conditions we would like to promote an easy, high level of communication on when stalls might be vacant to best utilize limited resources. Removing the fee for putting in a notice of vacancy encourages, by financial incentive, a stall lessee to let us know when they plan to not use their reserved stall for even just 30 days.
- Ice Rates- standardize fee- Currently we have a discounted rate scale for companies that purchase large volumes of ice with discounts starting at 101 tons in a single season. In practice, this only applies to one to two customers per year. Our software for managing ice and crane had to be

updated this year, and with that update we lost the ability to track graduated ice rates. In addition, ice rates haven't been raised or adjusted since 2009. Even at the standard rate, it is most likely set too low for the current inflation adjustment and market. A detailed review of ice production costs and rates is on the staff's winter task list with changes to the ice rate possible for the 24/25 season in about a year based on today's market.

- Tow/ Harbor Labor- increase fee - The fee for harbor labor hasn't been increased in about a decade. Updated payroll numbers provided from City Hall lead staff to recommend an increase to \$200 per hour to better represent what it truly costs the port to provide those services.
- Rate for hazardous material/oil disposal- increase fee rates- Processing costs for hazardous waste have increased in recent years and an adjustment needs to be made. Providing safe disposal options for these materials is part of our clean harbor initiative and rates are set at the costs billed to the harbor and labor.
- Parking, annual and seasonal passes- The current system for annual long term and seasonal fee pay passes is open to abuse. Two vehicles can be added to one pass with the understanding that the pass will only cover one vehicle at a time, but there is no way to ensure compliance with the rule. The new proposed method simplifies the process to one pass for one vehicle and lowers the cost of each pass from \$200 & \$250 respectively to \$150 for either.

Policies

- Work Skiffs [RULE 28.2]- removal- Currently there is an exception regarding seine skiffs that results in an unfair application of our rate structure which, as a public entity, we need to correct. Additionally, it actually costs us money not to charge them money, because it's extra staff time and work to track and remove the standard automatically generated billing charges that are part of our built in moorage rate structure. We provide the same services to all boats moored within the harbor, including seine skiffs, and we need to be charging use within the harbor equably for all users.
- Marine Haul Out Facility [RULE 38]- additional wording- To operate a facility like the large vessel marine haul out facility the City must hold several permits and follow DEC and safety regulations or risk getting shut down. Staff have noticed an increase in the need for compliance enforcement/assurance in regards to facility users. The added language to the tariff reiterate current best management practices for the facility. Moving forward, if a vessel/user of the facility is found to be out of compliance (i.e. not filing/having an approved work plan ahead of time, or not following the required environmental or safety best management practices needed, etc.) it will mean a full work stoppage, enforced by port staff, with no one allowed to access the vessel until the deficiency has been corrected.

As always, please feel free to call me with any questions.

Recommendation

Informational. In preparation for the next PHC meeting, any areas of the Tariff that commissioners would like included as a specific topic of conversation under the tariff review agenda item should be submitted to the PHC staff liaison by Sept 15th, and should include the commissioner's memo outlining suggested changes and any research or supplemental documents they would like added to the packet to facilitate the discussion.

Attached: 2024 Working Draft Port of Homer Terminal Tariff No 1

DRAFT



PORT OF HOMER ALASKA

TERMINAL TARIFF NO. 1

RATES, CHARGES, RULES, & REGULATIONS

-AT-

MARINE TERMINAL

SECTION I: ALL FACILITIES

SECTION II: PIONEER DOCK & DEEP WATER

DOCK SECTION III: FISH DOCK

SECTION IV: SMALL BOAT HARBOR

Issued by City of Homer
4311 Freight Dock Road, Homer, Alaska 99603
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<http://www.Cityofhomer-ak.gov/port>
Bryan Hawkins, Port Director and Port Director
bhawkins@ci.homer.ak.us

FMC Organization #011879

EFFECTIVE June 26, 2017 AS AMENDED



AMENDMENTS

<u>DATE</u>	<u>PAGE</u>	<u>RULE</u>
June 26, 2017		Original Issued
June 1, 2018		28
June 20, 2018		12 and 34
January 1 2020		9, 12,13,26,27, 34 and 37
June 30 2021		12, 26, 35, 39



TABLE OF CONTENTS

SECTION I: ALL FACILITIES

RULE		PAGE
Rule 1	SCOPE AND APPLICABILITY	1
Rule 2	AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS	2
Rule 3	ABBREVIATIONS AND DEFINITIONS	2
Rule 4	HOURS OF OPERATION AND HOLIDAYS	6
Rule 5	LIABILITY, INDEMNITY, INSURANCE	6
Rule 6	RIGHTS OF THE CITY AND USE OF FACILITIES	8
Rule 7	CARGO	10
Rule 8	HAZARDOUS AND DANGEROUS CARGOES	12
Rule 9	ANCHORING	14
Rule 10	SANITATION, HOT WORK AND VESSEL MAINTENANCE	14
Rule 11	SAFETY	17
Rule 12	VEHICLE PARKING	17
Rule 13	WHARFAGE, DEMURRAGE AND FREE TIME	19
Rule 14	MISCELLANEOUS RULES – Smoking, Property Damage, Defacement, Animals	22
Rule 15	CHARGES – Applications, Rules & Regulations	22
Rule 16	RATES – Labor, Towing, Equip., Special, Sewage, 3 rd Party, Search & Rescue	23

SECTION II: PIONEER DOCK & DEEP WATER DOCK

RULE		PAGE
Rule 17	DOCKS - RULES & REGULATIONS	26
Rule 18	DOCK SECURITY	28
Rule 19	DOCK CONDITIONS OF BERTHING/BERTH REQUESTS	29
Rule 20	DOCK BULK PETROLEUM PRODUCTS	30
Rule 21	DOCK FUELING & BUNKERING AT THE PIONEER & DEEP WATER DOCKS	31
Rule 22	DOCK RATES	32

SECTION III: FISH DOCK

RULE		PAGE
Rule 23	FISH DOCK RULES & REGULATIONS	34
Rule 24	FISH DOCK USE PERMITS	34
Rule 25	FISH DOCK CRANES	35
Rule 26	FISH DOCK RATES	35



SECTION IV: SMALL BOAT HARBOR

RULE		PAGE
Rule 27	SMALL BOAT HARBOR RULES & REGULATIONS	36
Rule 28	SMALL BOAT HARBOR VESSEL MOORAGE	37
Rule 29	RESERVE STALL ASSIGNMENTS	39
Rule 30	SMALL BOAT HARBOR RESERVE STALL WAIT LIST	40
Rule 31	SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES	41
Rule 32	SMALL BOAT HARBOR ELECTRICITY	41
Rule 33	SMALL BOAT HARBOR TIDAL GRIDS	42
Rule 34	SMALL BOAT HARBOR PUBLIC LAUNCH RAMP	43
Rule 35	UPLAND STORAGE	44
Rule 36	BOAT TRAILER STORAGE	45
Rule 37	BEACHES AND BARGE RAMP	45
Rule 38	MARINE REPAIR FACILITY	46
Rule 39	FISH DISPOSAL / GRINDING / FEES	47
Appendix A	FEE SCHEDULE	48



SECTION I

All Facilities

Rules & Regulations

RULE 1 – SCOPE AND APPLICABILITY

1.01. SCOPE – The Port of Homer is operated by the City of Homer; a municipal entity of the State of Alaska. The intent of the Tariff is to specify rates, charges, rules and regulations for users of the facilities owned by the City of Homer. The Tariff specifies charges and associated requirements for authorized parties using or accessing the marine terminal facility.

1.02. APPLICABILITY – The rules, regulations, conditions commodity rates and/or charges set forth in this schedule apply to or from the following facilities:

- a. Port of Homer Docks –Deep Water Dock and Pioneer Dock
- b. Homer Harbor Fish Dock
- c. Homer Small Boat Harbor

1.03. COMPLIANCE – Use of the City docks and Terminal facilities shall be deemed acceptance of this Tariff and the terms and conditions named herein. The Port reserves the right to revoke or deny access to the Port of Homer, or any other facility operated by the Port, or any person or company who violates these Rules and Regulations. Use of City docks and Terminal facilities and the acceptance of services shall comply with any additional Conditions of Berthing set forth in any subsection contained herein.

1.04. FMC COMPLIANCE – This Tariff is published and compliant with the Federal Maritime Commission Tariff Requirements as required by law and is therefore notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic for which contract rates have not been arranged.

1.05. MUNICIPAL ORDINANCES – In addition to the Port and Harbor Tariff, the public, shippers, consignees and carriers using City of Homer facilities should consult and be aware that the City of Homer Code of Ordinances, including but not limited to Chapter 5 (Health and Public Safety), Chapter 21 (Zoning and Planning) and Chapter 10 (Port and Harbor), all as amended, apply and govern where not specifically provided otherwise in this Tariff.

1.06. AREA OF OPERATIONAL APPLICABILITY – Rates, charges, rules and regulations provided in this Tariff shall apply to persons and vessels for the use of designated terminal facilities under jurisdictional control of the City of Homer and located within the Harbor bounded by the City of Homer with the Small Boat Harbor entrance located at latitude 59 36'15" N and longitude 151 24'48" W, and specifically to docks, appurtenant structures thereto, and waterways managed and owned by the City of Homer. Special terms and conditions exist for the dock operations by the State of Alaska, Marine Highway System, and the US Coast Guard for operations on the Pioneer Dock.



1.07. FACILITY APPLICABILITY – Rates, charges, rules and regulations named in this Tariff and any additions, revisions, or supplements thereto shall apply to all vessels or users and to all freight received at facilities subject to the Tariff on and after the effective date of revisions, or supplements thereto. Unless otherwise specified, all transit freight received at the Terminal and undelivered prior to effective dates of Tariff, revisions, or supplements thereto shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn.

1.08. CONTACT AND COMPLAINTS – Contact, requests and complaints may be made by any shipper, user, vessel, or vessel agent or other interested parties through the Port Director, 4311 Freight Dock Road, Homer, Alaska, 99603, or by facsimile, number (907) 235-3152 or by email port@ci.homer.ak.us. Requests and complaints must be in writing.

RULE 2 – AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS

2.01. SUPPLEMENTAL RULES AND REGULATIONS – The provisions, rules and regulations in this Tariff may be supplemented by other rules and regulations in conformance with Federal, State and City of Homer requirements under a separate document. Such Rules and Regulations shall constitute an agreement by terminal users to comply with all Rules and Regulations of the Port as specified and shall apply to all terminal(s) users in the same manner as the Tariff. Authority is granted under this Tariff to the Port Director to establish and revise those rules as appropriate.

2.02. SEPARATE CONTRACTS – The Port reserves the right to execute supplemental or separate contracts outside of this Tariff, as approved by the City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures as well as Alaska Statutes and local law. Such contracts shall be consistent with the provisions of this Tariff. However, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff to the extent permitted by law. 10.04.055 (b) HCC

2.03. RESERVATION OF AGREEMENT RIGHTS – Right is reserved by the City of Homer to enter into agreement with carriers, shippers, consignees, and/or their agents concerning rates and services providing such agreements are consistent with existing Local, State and Federal law governing the civil and business relations of all parties concerned.

RULE 3 – ABBREVIATIONS AND DEFINITIONS

The following abbreviations and definitions shall apply in this Tariff.

3.01. ABBREVIATIONS

\$	U.S. Currency
%	Per Cent
A.M.	Before Noon
Bbl.	Barrel
C.T.	Cubic Ton
Cu. Ft.	Cubic Feet



F	Degrees Fahrenheit
FMC	Federal Maritime Commission
Gals.	U.S. Gallons
GRT	Gross Register Ton
LCL	Less than container load
LBS	Pounds
LOA	Length over all
M.B.M.	1,000 feet Board Measure
N.O.S.	Not otherwise specified
NRT	Net Registered Ton
P.M.	After Noon
S.T.	Weight by short ton (2,000 lbs)
Sq. Ft.	Square foot/feet
U.S.	United States of America
W/M	Weight ton (2,000 lbs)

3.02. DEFINITIONS

- a. **BARREL** – For the purposes of this Tariff, quantity measure for a barrel shall be 42 gallons per barrel of bulk petroleum products corrected to 60 F. net or 376 lbs. per barrel of bulk cement.
- b. **BEAM** – For the purpose of this Tariff, “beam” means greatest width of the vessel, including booms, spars, gins, or any affixed extensions.
- c. **BOARD MEASURE** – A board foot is equal to a piece of wood 12 inches long x 12 inches wide and 1 inch thick, or 144 cubic inches. Board measure shall be calculated as per 1,000 feet of lumber, rough or processed.
- d. **CARGO** – Merchandise or goods accepted for transportation, including commodities that are transported in commercial enterprise, either domestic or international trade, by a common carrier.
- e. **CURRENCY** – all rates shall be in United States Dollars (\$USD).
- f. **DEMURRAGE** – A fee assessed to cargo stored or remaining on site after it has been discharged or beyond free period by a vessel which is applied to cargo not covered under ground leases.
- g. **DERELICT** – For the purpose of this Tariff, and to the extent consistent with State of Alaska law, “derelict” means any vessel moored or otherwise located within the boundaries of the Port of Homer Terminal facilities including all City owned tidelands and uplands which is forsaken, abandoned, deserted or cast away, or which by appearance gives perception of being in an unsound or unseaworthy condition as determined by Port Director.



- h. DOCKAGE – The term dockage refers to the charge assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.
- i. DOCKS – The Homer City docks include the Deep Water Dock, the Pioneer Dock and the Fish Dock.
- j. FLOAT; FLOAT SYSTEM – Those portions of the Homer small boat harbor that rise and fall with the tide including the stalls, transient moorings, pilings, ramps, gangways, ladders, and utility connections.
- k. FREE TIME – The specific period during which cargo may occupy space assigned to it on terminal property free of wharfage, demurrage or terminal storage charges immediately prior to the movement of such cargo on or off the vessel.
- l. LIGHTERING FEE- A fee charged to a ship using small boats to transport passengers from the ship into the harbor and or from the harbor to the ship.
- m. PORT DIRECTOR – The senior manager, or his/her representative/designee, as designated by the City of Homer, to manage the marine terminal Port and Harbor facilities under the control of the City of Homer.
- n. PORT OF HOMER/HOMER HARBOR – For the purpose of this Tariff, “Port of Homer” and “Homer Harbor” shall mean all salt water or tide water lying within the boundaries of the City, including that area known as the Small Boat Harbor.
- o. LENGTH – For the purpose of this Tariff, “length” means the longest overall length (LOA) as measured from the furthestmost forward position including booms, spars, gins or any fixed extensions, to the further most after portion of the vessel including the booms, spars, gins or any fixed extensions.
- p. MEASUREMENT TON/TONNAGE (US) – The measurement of one (1) ton of water is 32.1 cubic feet (CFT). The value one (1) ton shall be 2,000 pounds (LBS) of weight.
- q. OPERATOR – For the purpose of this Tariff, “operator” means any lessee of a vessel, and Master or Captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship with the owner.
- r. OWNER – For the purpose of this Tariff, “owner” means the individual, LLC, or legal partnership or corporation holding legal title to the vessel and the individual, LLC, legal partnership or corporation representing or holding his, her, or itself out to be the owner of the vessel when there is a dispute regarding title.
- s. PASSENGER WHARFAGE FEE (Non Regulated) – A Non-regulated passenger wharfage fee shall be defined as a fee charged for a passenger embarking, disembarking or landing aboard a passenger vessel for hire at the Port of Homer.



Port of Homer Terminal Tariff No. 1

Section I: All Facilities

- t. **PASSENGER WHARFAGE FEE (Regulated)** – A regulated passenger wharfage fee shall be defined as a fee charged for a passenger embarking, disembarking, disembarking or landing aboard a passenger vessel for hire that is subject to Coast Guard CFR 33 104 regulations and located at the Port of Homer.
- u. **POINT OF REST STAGING AREA** – “Point of Rest Staging Area” is defined as that area on the Terminal facility which is assigned for the receipt of inbound cargo from the vessel and which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.
- v. **PORT OF HOMER** – The Port of Homer or Port shall mean all marine facilities including controlled berths and associated waterways, as well as associated facilities under the control of the City of Homer, Alaska.
- w. **REGISTRATION** – “Registration” means completing a moorage or use agreement with all necessary information concerning the vessel and vessel owner.
- x. **RESERVED MOORING** – “Reserved Mooring” means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.
- y. **RESERVED STALL PERMITTEE** – “Reserved stall permittee” is an individual or corporation that has entered into an annual priority use agreement for a city assigned stall, to be used to moor one vessel that meets the length and beam requirement of the assigned stall and is owned by the permittee.
- z. **SMALL BOAT HARBOR** – “Small Boat Harbor” means that area of water protected by breakwaters constructed by the Federal government and the Harbor basin created within, including docks, floats, berths, tidal grids and other mooring facilities owned and operated by the City.
- aa. **STALL** – Berthing location within the float system of the Homer Small Boat Harbor. A stall does not include the float or finger of the float; only the mooring space between or adjacent to it.
- bb. **TERMINAL FACILITIES** – Include the Deep Water Dock and the Pioneer (Ferry) Dock, Fish dock and small boat harbor, commercial barge ramps, recreational load and launch ramp, wood and steel tidal grids, wharves, piers, bulkheads, sea walls, associated equipment, offices, warehouses, storage space, roads, paved areas, uplands, beaches and shorelines under the management, ownership and control of the City of Homer, Port and Harbor including the tidelands within the boundaries of the City of Homer.
- cc. **TRANSIENT** – “Transient” means any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.



- dd. VESSEL – Whenever reference is made to a “vessel” in the Tariff, the term shall mean any boat, motor boat, ship, aircraft when waterborne, boathouse, floats, scows, rafts, pile drivers, or any floating structure or object used for recreational, commercial or any other purpose upon waterways.
- ee. WATERWAY – “Waterway” means any water, waterway, lake, river, tributary or lagoon within the boundaries of the City.
- ff. WHARFAGE, INBOUND OR OUTBOUND- All wharfage is calculated in short Tons U/S/ (1 ton=2000 pounds). A charge assessed against all cargo and other materials such as fuel, stores or equipment, passing or conveyed over, onto, or under piers or between vessels (to or from barge, lighter, or water) when berthed in a pier or when moored in a slip adjacent to the pier. Wharfage is solely the charge for use of pier for the purpose of moving cargo or materials and does not include charges for any other service such as dockage or demurrage.

RULE 4 – HOURS OF OPERATION AND HOLIDAYS

4.01. HOURS OF OPERATION – The Port of Homer marine facilities are available for use 24 hours a day, 7 days per week and are open all year. Homer harbor officers are on duty 24 hours a day, 7 days per week. They can be contacted by phone 907 235-3160 or hailed on Channel 16 on VHF radio.

4.02. HOLIDAYS – Whenever in this Tariff reference is made to holidays the following are included:

New Year’s Day	Washington’s Birthday (President’s Day)
Seward’s Day	Memorial Day
Independence Day	Labor Day
Alaska Day	Veteran’s Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	

RULE 5 – LIABILITY, INDEMNITY, INSURANCE

5.01. LIABILITY – The City of Homer, its Port personnel, its employees and agents, are not responsible for loss or damage caused by fire, frost, heat, dampness leakage, weather damage, evaporation, natural shrinkage, waste, insects, decayed and live animals, leakage or discharge from fire protection systems, collapse of buildings or structures, breakdown of plant protection systems, breakage of plant or machinery or equipment, or by floats, logs, piling or camel logs required in breasting vessels away from wharf.

5.02. LABOR ACTIONS OF CIVIL UNREST – The City of Homer is not responsible for any loss, damage, delays, costs or from any consequences as a result of civil unrest, shortage of or action by labor, riots or strikes of any persons in their employ or in the service of others.

5.03. INDEMNITY – Users of the City of Homer’s Port facilities including vessels and crews, vessel owners and its agents or instruments, shippers or consignees, and shore personnel shall indemnify and hold harmless the City against any and all claims arising from any breach or default in performance of any obligation to such parties to be performed under the terms of this Tariff or arising from any act or



omission of said parties for all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims, action or proceeding brought against the City of Homer except for those caused by the City's own negligence.

5.04. LIMITS OF LIABILITY – No provisions contained in this Tariff shall limit or relieve the Port of Homer from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the Port of Homer from liability for its own negligence.

5.05. INSURANCE – Rates named in the Tariff do not include insurance of any kind. The City of Homer shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of use of the City docks or Terminal facilities. Terminal facility users shall comply with any applicable insurance requirements included in the Homer City Code or Alaska Statutes.

5.06. ADDITIONAL INSURANCE – The City reserves the right to request additional insurance coverage by users of the Port's facilities or to be named additional insured at the discretion of the City. The City may request any additional insurance as deemed appropriate for port activities. For vessels that may be hazardous or become a menace to other vessels, their occupants, City facilities, the Port Director or City Manager 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. The vessel's owner or agent shall file 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.



RULE 6 – RIGHTS OF THE CITY AND USE OF FACILITIES

6.01. NO LIMITS TO CITY AUTHORITY – Nothing in this Tariff shall limit the general authority of the City of Homer.

6.02. NON-CONFORMANCE – Persons found NOT in full conformance with state, federal, and local laws and regulations can be barred from the Terminal facility.

6.03. CAPACITY OF FACILITIES – The Port does not obligate itself to provide vessel berthing, storage, equipment, labor, or other form of service beyond the reasonable capacity of its facilities.

6.04. ARRANGEMENTS FOR USE OF FACILITIES – Arrangements must be made in advance for the handling or storage of cargo or equipment; otherwise the Port retains the right to decline such business.

6.05. CONSENT OF USERS – The entry upon or use of the facilities under the jurisdiction of the Port shall constitute a consent to the terms and conditions of this Tariff, as well as an agreement on the part of all vessels, their owners or agents and other users of such facilities to pay all charges specified in the Tariff and be governed by all rules and regulations of the Port.

6.06. COOPERATION – All authorized representatives or agents of businesses or organizations shall so conduct and carry on their business at the Port as to maintain a cooperative relationship with others engaged in authorized business at the Port. Said persons shall not engage in open and public disputes, disagreements, or conflicts tending to deteriorate the quality of service or be incompatible to the best interest of the Port, the workers at the Terminal or the Port's customers.

6.07. REVIEW AND APPEAL – Reviews of violations under these Rules and Regulations shall take place within one (1) week of the violation with the Port Director and the party committing the violation or as otherwise provided in the Homer City Code. Repeated violations will result in the loss of privilege to provide services in any Terminal facility. This loss of privilege, and the duration, will be determined by the Port Director whose decision shall be final.

6.08. RIGHT OF REMOVAL – The Port Director shall at all times have the right to move or rearrange any vessel or cargo from its present location to any other location in order to reduce congestion within or on the terminal, the docks or the harbor to prevent disruption of customary services to the public.

6.09. RIGHT OF REFUSAL – The City shall at all times have the right to refuse the use of any City dock, terminal or harbor facility by any person, equipment, materials or vessel and may remove any vessel, person or cargo at any time from any City dock, terminal, harbor facility, or City property. This right shall be reserved at all times to the City without responsibility for demurrage, loss or damage when:

- a. Previous arrangements for berthing, space, receiving or unloading have not been made with the Port Director; or
- b. The vessel is unsafe or hazardous and may pose risk to life or property; or
- c. The value of the vessel, in the opinion of the Port Director is less than the probable service charges and other charges to its use of the City dock or terminal, or harbor facility; or
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Port Director, the circumstances, prevailing or likely to occur, will prevent the City docks or



terminal, or harbor facilities, or any portion of them from providing customary services to the public. The decision of the Port Director in the event of dispute shall be final.

6.10. **VESSELS POSING A HAZARD** – The City of Homer reserves the right to deny use of its Port facilities to any vessel that may prove to be, or may potentially be, a hazard to the City's property or users. The City reserves the right to order a vessel to move, or remove any such vessels that may pose a hazard to its property or other users at its discretion and at the cost of the owner or operator. If in such removal, a vessel causes damage to any Port facilities, the vessel shall be held fully responsible for repair of such damages.

6.11. **RIGHT TO SCHEDULE VESSELS AND CARGO** – The Port Director shall at all times have the right to schedule access to any harbor or port facility by any person or vessel but may manage any harbor or port facility on a first come, first serve basis.

6.12. **VESSEL REQUIRED TO USE ASSIGNED BERTH**– All vessels are required to use the berth or mooring assigned. Assignments of berth are not transferable. In the event of failure to use berths as and when assigned, the Port reserves the right to use such unoccupied berth for other purposes.

6.13. **DAMAGE** – Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of improper handling of cargo on site or overweight or improperly stowed cargo, without regard as to whether such omissions are intentional or accidental.

6.14. **VESSELS TRANSITING TO/FROM BERTHS** – Vessels approaching or departing from berths when passing in and out of Federal channels, over submerged lands outside of terminal berths, and in periods of extreme tides and weather do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

6.15. **PERSONAL RISK** – Persons entering upon or using Port Terminal facilities do so at their own risk.

6.16. **OWNER'S RISK** – All of the following shall be at the owner's risk except for those damages caused by the City's own negligence:

- a. Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing;
- b. Freight on open ground is at owner's risk for loss or damage;
- c. Freight subject to freezing will be accepted only at owner's risk;
- d. All water craft, moored in the Harbor or berthed at Port facilities, or on beach or uplands are at owner's risk for loss or damage. This includes vessels, if and when permitted by the Port Director or his authorized agent, moored alongside of vessels;
- e. Property of any kind including vehicles not owned by the City but on City property is at owner's risk for loss or damage.

6.17. **RIGHT TO REMOVE AND DISPOSE OF NUISANCES** – The City retains the right to abate and remove nuisances including vessels which are derelicts, unfit, unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance. The provisions of Homer City Code 10.04.130, governs the declaration and abatement of nuisances including vessels, refuse and debris.



6.18. IMPOUNDMENT OF VESSELS FOR VIOLATIONS – The Port Director is authorized to impound any vessel in Homer Harbor, or at the terminal and dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff. The Port Director may also impound a vessel whose owner or operator has not paid harbor fees or any vessel which is unsafe and whose owner or operator has failed to remove it after notice. The Port Director 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. The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charge and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal. The procedure for impoundment, including notice and pre-impoundment hearing are set forth in 10.04.120 of the Homer City Code.

RULE 7 – CARGO

7.01. LAY-DOWN AREAS – Cargo may not be placed on City docks or Terminal facilities except in designated laydown areas. All cargo is expected to vacate City docks, and piers as soon upon arrival as possible. Cargo is not to be stored on City piers awaiting pick up by vessels unless prior arrangements are made with the Port Director.

7.02. DESIGNATED LAY-DOWN AREAS – The Port Director shall designate laydown areas for cargo and shall have the discretion to refuse all cargo activities and/or laydown, either in-bound or out- bound.

7.03. REMOVAL OF CARGO OR OTHER EQUIPMENT OR GEAR NOT PLACED IN LAY-DOWN AREAS – Cargo, freight, equipment or other gear not placed in designated laydown area must be immediately removed from a City dock or Terminal facility upon order of the Port Director. A vessel, shipper or consignee who refuses to move any material on demand will be assessed wharf demurrage at five times its applicable rate, starting at the time the vessel, shipper or consignee is notified to move the cargo. In addition, the Port Director may, in his discretion move cargo or freight. Any expense or damages, including damage to cargo, freight, equipment or gear during such movement, are the responsibility of the vessel, shipper or consignee.

7.04. RIGHT TO REFUSE CARGO – In his discretion the Port Director shall at all times have the right to refuse to accept, receive or unload, or to permit a vessel to discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling have not been made with the Port Director by shipper, consignee or vessel.
- b. Cargo not suitably packed for safe transportation.
- c. Cargo deemed by the Port Director in the reasonable exercise of his discretion to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including 49 C.F.R. Parts 171-179).
- d. Cargo, deemed by the Port Director in the reasonable exercise of his discretion to be less in value than the probable service charges and other charges related to it.
- e. Cargo during periods of congestion, or in cases of emergency, when, in the judgment of the Port Director, the circumstances prevailing or likely to occur will prevent the City docks or terminal, or harbor facilities, or any portion of them from providing customary service to the public.



7.05. CARGO BEYOND FREE TIME – Any cargo remaining on City dock, terminal, or harbor facilities after expiration of any free time, may be removed to public warehouses, and all expenses of removal and risk of loss or damage shall be charged to the account of the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

7.06. UNPAID FREIGHT CHARGES – Freight on which unpaid terminal, dock or harbor charges have accrued may be sold to satisfy such charges and costs; provided, such sale has been publicly advertised. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising; provided owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed and reasonable time.



RULE 8 – HAZARDOUS AND DANGEROUS CARGOES

8.01. HAZMAT OR DANGEROUS SHIPMENTS – Shipments of dangerous and hazardous cargoes moving via marine terminals of the Port must be accompanied by all required information including handling instructions. Shipments must be documented, marked, labeled, and/or placarded according to the US Department of Transportation (DOT) and other applicable Federal, State and City Regulations, as well as the International HAZCOM regulations. Shippers of dangerous articles are required to comply with all of the above and must present necessary permits from proper authorities, as well as obtain permission from the Port Director before such cargo shall be received on or transferred at the Terminal.

8.02. PERMIT REQUIRED – It shall be unlawful for any person, vessel, or firm, to handle, transport, load, discharge or store any hazardous materials or dangerous cargo, on any vessel, lighter, barge or other conveyance at any dock, wharf, bulkhead area or in any shed or storage area on Port property unless a permit has been obtained from the Coast Guard Marine Safety Division and also signed by the Port Director. Such materials are handled, stored, or transported according to Federal, State, and Local governmental law.

8.03. EXPLOSIVES – The Port Director upon pre-approval by the City of an approved location shall allow the acceptance, handling or storage of explosives within the confines of the Port but not in the Homer Small Boat Harbor. Class 1 (explosive) hazardous cargoes may not remain on the Port property beyond what is necessary to transfer the cargo to or from the vessel unless preapproved by the Port Director.

8.04. RIGHT TO REMOVE, TRANSFER OR WAREHOUSE HAZARDOUS OR DANGEROUS CARGO – The Port Director shall at all times have the right to remove hazardous or offensive cargo, which by its nature, is liable to damage other cargo or City docks, terminal or harbor facilities. The cargo may be removed from its present location on City property with all expenses, including labor, and risk of loss or damage to be charged to the account of the owner, shipper, or consignee.

8.05. HAZARDOUS VESSELS OR VESSELS WITH HAZARDOUS CARGO – The Port Director shall at all times have the right to immediately remove or direct to be removed any hazardous or offensive vessel, any vessel containing hazardous cargo, any vessel containing cargo, which by its nature, is liable to damage other vessels from the Harbor or Port facilities. The vessel may be removed from its present location to any other location at the expense and liability of the owner, shipper, vessel or consignee.

8.06. HAZARDOUS MATERIAL, NOTICE OF HAZARDOUS CARGO AND PERMIT – Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express consent of the Port Director and previous arrangement (at least 12



hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

8.07. HAZMAT SHIPMENTS – Hazardous and dangerous cargoes which are permitted to enter Port of Homer facilities must be prepared for shipment in accordance with the applicable US Department of Transportation regulations contained within 49 CFR 100-199. All shipping documents required by 49 CFR for the shipment of hazardous and dangerous cargoes must be submitted to the Port Director prior to the cargo's arrival.

8.08. HAZMAT STORAGE – Temporary storage and/or shipment through the Port of Homer of quantities of hazardous waste in excess of 400 pounds of acutely hazardous material requires a minimum 14 day advance request for a permit, in compliance with the "Interim Policy for the Port and City of Homer concerning notification by hazardous waste carriers and/or generators, municipal review and public notification."

8.09. DISCHARGE PROHIBITED – No person shall throw or discharge any gasoline, oil, hazardous waste or petroleum contaminated refuse nor pump bilge waters containing petroleum products into the water or uplands of the Homer Harbor and/or on Terminal facilities.

8.10. STORAGE – All hazardous and dangerous cargoes stored at Port of Homer facilities must be placed in designated areas which conform to regulations as prescribed in "Handling of Explosives or other Dangerous Cargoes within or Contiguous to Waterfront Facilities" (33 CFR 126) and the applicable Uniform Fire Code.

8.11. STORAGE DRUMS – Drums or any other type of container (full, partly full or empty) which has been used for the storage or transportation of hazardous materials, dangerous cargo or petroleum products shall not be allowed to remain within the Port area after sunset of the day received without securing permission from the Port Director. Storage on water or land of such materials must be secured in approved containers, properly labeled, and stored in a manner to preclude any accidental or intentional release into the waters of the Harbor. Storage of such materials must comply with Federal, State, Port and Local governmental rules and regulations.

8.12. WATCHMEN – Vessels may be required to employ special watchmen at their expense to keep vigil over any dangerous cargo on the Terminal facility in order to protect property against fire or other hazards until the condition is eliminated. Furthermore, vessels on docks with said cargo will not be left unattended.

8.13. RIGHT OF REFUSAL – The Port Director is authorized to refuse permission to any person, vessel or firm transporting hazardous materials or other dangerous cargo to berth at any dock, wharf, bulkhead area or alongside any transit shed; or to store such materials at any dock, wharf, bulkhead area or in any transit shed on Port property.



8.14. MOVEMENT OF HAZMAT CARGO BY DIRECTION – The Port Director may, at any time, cause any hazardous materials or dangerous cargoes to be removed at the sole expense of the vessel, cargo owner or assignee.

RULE 9 – ANCHORING

9.01. UNAUTHORIZED ANCHORING – Unauthorized anchoring in open areas in or adjacent to the City of Homer’s Port and Harbor facilities (Terminal) is prohibited.

9.02. ANCHORAGE MANNING REQUIREMENT – Any vessel anchoring on city property (tidelands) outside the city of Homer’s Port and Harbor (terminal) must be manned at all times and the vessel’s position monitored on a regular basis to insure that vessel anchors are not dragging and must comply with Coast Guard lighting requirements.

9.03. LIGHTERING (PASSENGER) – Any cruise ship either at anchor or adrift off shore of the Port of Homer for the purpose of transferring passengers to or from shore using the vessel’s small boats. All lightering operations require advance notice and must be approved by the Port of Homer. Associated lightering fees shall be assessed to the mothership for passengers that are lightered into and out of the port by way of the ship’s small boats. The passenger count used to determine the fee amount shall be based on the ship’s passenger manifest, not the actual number of persons that come ashore. Fee amounts are listed in Appendix A fee schedule.

RULE 10 – SANITATION, HOT WORK AND VESSEL MAINTENANCE

10.01. GENERAL PROVISIONS – All users of City docks, Terminal and Harbor facilities shall exercise due care for the protection of life, property and the public from injury or damage. Additional safety and sanitation rules applicable to docks and terminals should be consulted including the Ordinances of the City of Homer stated in Homer City Code, Chapter 5.06, (Nuclear Free Zone Which Includes Harbor Facilities), Chapter 5.08 (Garbage and Solid Waste Disposal), Chapter 5.16 (Public Nuisances), Chapter 5.20 (Fire Prevention and Explosives), and Title 10 (Port and Harbor).

10.02. SANITATION – All sanitation laws, regulations and policies of the City of Homer, Homer Harbor’s Facility Security Plan, the Kenai Peninsula Borough, the State of Alaska, the United States Coast Guard and the United States Department of Homeland Security, including those adopted by international treaty, apply to City docks, Terminal or Harbor facilities. All users, including shippers, vessels, and consignees are hereby warned that the party or parties responsible for infractions of such laws, regulations or policies will be subject to and responsible for any penalties that may result from their violation of those laws, regulations and policies.

10.03. RESPONSIBILITY FOR HOUSEKEEPING – Users of docks and other terminal and harbor facilities will be required to maintain same in an orderly manner as directed by the Port Director. It is unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks, and/or debris of any kind or type whatever into the water under the jurisdiction of the City of Homer Port and Harbor. Deposit of fish carcasses, including heads, bones or viscera from fishing activities is authorized only at designated locations.

10.04. MATERIAL IN WATER – Persons using City facilities shall not permit material of any type to enter the water. All persons are subject to the provisions of Homer City code and the Federal Clean Water Act.



10.05. DISCHARGE OF OIL OR REFUSE – It shall be unlawful for any person to pump, discharge, deposit or allow any oil, spirits, inflammable liquids, coal tar, refuse, residuary product of coal, petroleum, asphalt, bitumen, carbonaceous material or substance, any related product or compound, any bilge water containing any of these materials or substances into the waters of the Harbor.

10.06. USED OIL AND PETROLEUM PRODUCTS DISPOSAL – All used oil and petroleum products must be properly disposed of by the vessel/owner. The City of Homer provides disposal for used oil, antifreeze, oil filters, batteries, and oil absorbents at two locations at the harbor, Ramp 2 and 8. The disposal containers are for vessels that are currently moored in the small boat harbor and for small quantities of fluids. Twenty five (25) gallons or less for oil and twenty five (25) gallons or less for antifreeze. Vessels stored in any privately owned storage yards are not allowed to dispose of their waste materials at the Homer harbor. Likewise for home owners, area businesses or other related vessel industry.

Harbor patrons who have quantities larger than twenty five (25) gallons of used oil to dispose of should contact the harbor office for options. Clean used oil (meaning not contaminated with water, solvents, soaps, or other) is of value to local businesses that burn it for heating large buildings. Contact the harbor office for a list of businesses that may be willing to accept the clean oil for free.

Disposal of more than twenty five (25) gallons of used oil or antifreeze or any amount of oily water in one calendar day may be done by appointment with Port Maintenance. Fee for disposal is listed in Appendix A fee schedule.

Ships moored at either the Pioneer or Deep Water Dock need to contact the harbor office and make arrangements for disposal of used oil or other hazardous materials.

There shall be no storage, even of a temporary nature, of used oil or petroleum products on City docks, wharves, piers, or finger floats. Any vessel/owner/agent storing or disposing of used oil in an inappropriate or illegal manner may be barred from further use of the Homer Port and Harbor and/or penalized according to the provisions of Federal, State and Local law.

10.07. OVERBOARD DISCHARGE – Pumping untreated sewage into the waters of the Harbor is strictly prohibited by Federal and State law. The discharge of gray water, dirty ballast or other fluids deemed inappropriate by the Port Director while berthed at Port facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under US Federal Standards is permitted under the authority of the Port Director whose determination shall be final. Discharge of fluids overboard does not apply to cooling water but does apply to the cleaning of decks and anchors/chain when in the sole discretion of the Port Director, it impacts Terminal property.



10.08. TRASH – The disposal of trash into the water is prohibited.

10.09. CLEANING OF OPERATIONAL AREAS – All authorized cargo handling entities and permit holders are responsible to clean up wharves, docks, and assigned premises used by them, in their operation, within twenty-four (24) hours after completion of a cargo operation, and within six (6) hours after completion of a cruise ship operation

10.10. TRASH AND OTHER MATERIALS – Trash, rubbish, refuse or other material must be removed from any property controlled by the Port. This includes floats in the harbor. Storing materials on the floats is prohibited due to public access. Materials may be removed by the Port Director at any time with all expenses of removal and liability assigned to the person or the vessel that last used the facility. This includes the owner, shipper, consignee or other responsible party as may appear on moorage agreements, shipping documents, manifests, or other sources. Material removed by the Port will be removed at the expense of the party responsible.

10.11. ABANDONED CARGO – The vessel shall bear the expense of removing from piers abandoned cargo, such as damaged or unaccepted goods, and shall be responsible for payment of wharfage, storage and other accrued charges on such cargo.

10.12. UTILITY SERVICES – No person shall tap, connect, disconnect, or interfere with any water outlet, water pipe, water connection, telephone equipment, as well as electrical devices of any kind on docks or in stalls maintained or operated by the City in the Homer Port or Small Boat Harbor without first having obtained the permission of the Port Director; or interfere with or tamper with any wharf, float, gangway, ramp, or any other facility operated by the City.

10.13. HARBOR EQUIPMENT – No person shall use or disturb any port or harbor equipment or facilities; except fire extinguishers in a fire emergency and harbor carts. City provided harbor carts are for use on the floats carts should be returned to floats after each use.

10.14. HOT WORK – Hot work is any operation involving oxyacetylene or electric welding, burning, cutting, open flame or other heat producing activities. Hot work is prohibited on any Marine Terminal or vessel moored thereto unless it is approved by the Port Director and it is in compliance with all Federal, State, Port and Local governmental rules and regulations.

10.15. HOTWORK PERMIT – Hot Work permit must be completed and approved by the Port Director prior to the start of any approved hot work. This Hot Work –permit shall include the location of hotwork within the harbor or port facilities, the expected start date, time and expected duration of the hot work.

10.16. PROHIBITION – Hot work is prohibited at any time, on the marine facilities, during the movement or transfer of dangerous cargoes or petroleum products.



10.17. COMPLIANCE – All hot work shall be conducted in accordance with the Rules and Regulations established by the Port and fire safety standards.

10.18. FIRE EXTINGUISHER REQUIREMENTS – Fire extinguishers in operating condition must be readily available on or immediately adjacent to all welding, cutting, or open flame equipment being used on vessels. Fire extinguishers in operating condition must be readily available on all machines, cranes, and welders used on the docks or within the Terminal.

RULE 11 – SAFETY

11.01. COMPLIANCE – All safety regulations as established by the Port Director, City of Homer, State of Alaska and Federal agencies shall be complied with at all times.

11.02. PERSONAL SAFETY EQUIPMENT – Personal safety equipment is required to be used at all times by Terminal staff, contract labor, truck drivers and vessel crews in open Terminal areas. This shall include an appropriate floatation work vests or coats, hard hats, hearing protection, steel toed shoes, high visibility safety vests, life jackets, and clothing offering full body coverage, respirators, gloves or other equipment.

11.03. DEFECTIVE OR UNSAFE PROPERTY – Whenever any wharf, wharf premise, property or any portion located in the Port of Homer is in such defective or damaged condition as to be unsafe or dangerous to persons or property, it shall be the duty of the owner, agent or person in charge to immediately advise the Port Director of said damage or dangerous condition. No person shall interfere with, remove or disturb in any manner any warnings, fences or other barriers which have been erected or set in place as protection or warnings against a dangerous condition.

11.04. FIRE EXTINGUISHERS – Hand held fire extinguishers are provided by the City and are located on all harbor floats, docks, laydown demurrage yards, barge ramp and the load and launch ramp. Any use of City fire extinguishers must immediately be reported to the Port Director.

11.05. STOVES, FIRES & EQUIPMENT – No person shall leave a stove or other heating equipment in unattended operation on a vessel moored or docked on the harbor facilities unless such equipment has been certified as safe for such unattended use. No person shall leave any vessel unattended while fire or open flame is burning or is present.

RULE 12 – VEHICLE PARKING

12.01. VEHICLE ACCESS LIMITED ON DOCKS (Pioneer dock, Deep Water Dock, Fish Dock) – It shall be unlawful for any person to operate any vehicle on the dock facilities except while engaged in the performance of necessary duties which require the presence of such vehicle on a dock facility or while loading or discharging freight or passengers. Any vehicle shall be under the constant attendance of the operator and subject to the rules in this Tariff. It shall be the duty of such operator to immediately remove such vehicle from the



wharf or pier upon the completion of the transaction of necessary business. The Port Director has the authority to remove any vehicle in violation of this rule at the sole expense of the owner and may be refused further access to any Port property at the discretion of the Port Director.

12.02. STORAGE OF VEHICLES – It shall be unlawful for any motor vehicle to be stored on any wharf unless such vehicle shall first have been drained of all gasoline or other liquid petroleum products, except at such places as the Port Director may designate.

12.03. VEHICLE WARNING LIGHTS/ALARMS – Maintenance or vehicles working on piers or in Terminal yards, when moving or stationary, in working areas shall display an operating overhead amber warning light. All maintenance vehicles shall be equipped with backup alarms.

12.04. VEHICLE ACCESS TO VESSEL – Access to a berthed vessel by taxi, van, bus or other vehicle shall not be granted by the vessel without permission of the Port Director or designee.

12.05. SPEED LIMIT ON PORT PROPERTY – Any person operating a vehicle on any wharf area, within any transit shed, warehouse, marine terminal area, or in any other area where cargo is handled, shall not operate at a greater rate of speed than ten (10) miles per hour, unless otherwise posted. During cargo handling or other operations, no person shall operate a vehicle at such speed or in any manner so as to endanger life, limb or property.

12.06. PARKING OF VEHICLES – It shall be unlawful for any person to leave or park a vehicle upon any portion of any City property outside of designated parking areas or without the permission of the Port Director. The Port Director shall erect and maintain appropriate signage giving notice that no parking is allowed in restricted areas. Parking of motor vehicles, other than motor vehicles that are cargo, shall be permitted only in those areas designated for such parking. Vehicles are only permitted on wharf areas with the permission of the Port Director.

12.07. PARKING LIMITS – Parking of motor vehicles in areas designated for parking shall be for the time limits specified and posted for those areas. The parking of motor vehicles in areas in which parking is prohibited or the parking of motor vehicles in areas designated for parking beyond the time limits specified are subject to ticketing and towing or impound in accordance with applicable law.

12.08. PARKING FEES (SHORT TERM) – Parking fees are to be collected on the port terminal facility. Locations and times will be clearly marked with the appropriate signage, enforced by Port parking enforcement officers, and authorized in title 7 of Homer City Code.

12.09 PARKING FEES – VEHICLES WITH BOAT TRAILERS (7 DAYS) – The City owns and provides access to 7 day public use parking for vehicles with boat trailers. Persons with vehicles and boat trailers using the load and launch ramp are obligated to pay a levied parking impact fee at the time of load and launch pass purchase. Persons purchasing a season Load and Launch pass are similarly obligated to pay a seasonal levied parking impact fee. Levied Parking impact fee costs can be found in Appendix A fee schedule.



12.10. PARKING PERMITS – Vehicles over 20’ are not eligible for long term parking permits. Listed below are the types of permits that are available for purchase and the rules associated with them. Parking permit fees/costs can be found in Appendix A fee schedule.

TYPES OF PERMITS

- a. Seasonal permits for day use parking
- b. Monthly permits for day use parking
- c. Long Term parking annual permit for vessel owners paying annual moorage in the Homer Harbor
- d. Long Term parking annual permit (January 1st through December 31st)
- e. Long Term Monthly parking permit for vehicles less than 20’ (for 30 consecutive days).
- f. Long Term Monthly parking permit for non-commercial vehicles over 20’
- g. Long Term Weekly parking permit for vehicles less than 20’ (for 7 consecutive days)
- h. Long Term Weekly parking permit for non-commercial vehicles over 20’ (for 7 consecutive days)

RULES

- a. Long Term parking permits required for vehicles 20’ or less parked in excess of seven (7) consecutive 24-hour days.
- b. Long term parking will be enforced year-round.
- c. Fee Pay Daily Parking requirements active from Memorial Day to Labor Day
- d. Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply.
- e. Failure to pay violations will result in an additional fee per month and any other legal or collection fee authorized by law.

RULE 13 – WHARFAGE, DEMURRAGE AND FREE TIME

13.01. WHARFAGE

- a. APPLICATION – Wharfage is the charge assessed against any freight or merchandise placed in transit sheds, on a wharf, passing through, over or under a wharf, transferred between vessels, loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services. Wharfage rates named in the Tariff will be charged for all merchandise or cargoes received inbound or shipped outbound over the City docks, barge ramp or barge beaching site, and will be in addition to all other charges made under provisions of this Tariff. Wharfage is applied to all inbound and outbound cargo.
- b. WHARFAGE REPORTS – Wharfage from all docks, ramps and beaches is self-reported. Report and payment are due to the Homer harbor office by date stated on the Wharfage report. Report forms are available at the harbor office and on the City of Homer Port and Harbor website.



- c. EXCEPTIONS – No wharfage shall be charged to ship's gear, such as strong-backs, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. This shall also exclude cargo moving to or from alongside a vessel for loading or unloading, or cargo between any place on the Terminal which are handled on trucks, lighter, barges or any other means of conveyance to and from the terminal facility. No wharfage shall be charged to gear used in commercial fishing operations, such as nets, reels, tendering equipment, or deck shelters. This shall also exclude cargo destined for direct use in a fishing operation.
- d. FUEL WHARFAGE – Fuel handled over wharf will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred.
- e. LOG WHARFAGE – Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However, if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for the inbound product. Log quantities will be reported by manifest to the Port Office for subsequent billing. The basis for measuring 1,000 board feet (M.B.M.) log scale shall be the Scribner Rule or Scribner Dec. C Log Rule. All log scales will be performed by an independent log scaling bureau. Certified copies of log scale tickets and/or log scale books shall be provided to the Port for all logs shipped. The basis for the Tariff payment to the City will be computed on a net log scale, with a maximum of a twenty five percent (25% deduct factor for defects and taper; that is gross scale minus 25% total deduct.
- f. OVERSIDE WHARFAGE – One-half of wharfage named herein will be charged to merchandise or cargo discharged or loaded over the side of vessels directly to or from another vessel or to the water when vessel is berthed at wharf.
- g. PASSENGER WHARFAGE (REGULATED) – A fee charged for a passenger embarking, disembarking or landing aboard a passenger vessel for hire that is subject to Coast Guard CFR 33 104 regulations and located at the Port of Homer.
- h. PASSENGER WHARFAGE (NON-REGULATED) – A fee charged for a passenger embarking, disembarking or landing aboard a passenger vessel for hire at the Port of Homer
- i. RESTOWED CARGO WHARFAGE – Restowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is not removed from the wharf prior to re-loading to the vessel.
- j. BONE DRY UNITS – A Bone Dry Unit (BDU) is defined as 1.2 bone-dry tons of wood chips. A bone dry ton is that quantity of wood chips which would weigh 2,000 lbs. when dry.
- k. APPLICATION – Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."



l. RATE VALUES – Except as otherwise provided herein, rates apply per short ton which is 2,000

lbs., or per 32 cu.ft. as rated by ocean carriers, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 degrees Fahrenheit net, or 376 lbs. per barrel of bulk cement, or per bone dry wood chips as rated by ocean carrier

m. SCHEDULE OF WHARFAGE RATES – Except as otherwise specifically provided, rates are in U.S. dollars (USD) per short ton of 2000 lbs. or per 32 cubic foot. Specific rate table can be found in Appendix A fee schedule. Short ton=0.907185 metric tons

- (1) Finished lumber per MBM (Note: Industry standard conversion formulas shall be used in converting pounds to board feet measure.)
- (2) In absence of board feet measure on bill of lading, a load-out rate will be assessed by converting the weight of logs to board foot measure, for the average diameter of logs (small end diameter) in accordance with the following table for white spruce logs:

Scaling Diameter of Logs-Inches	Weight per Board Feet-Pounds
8"	14.5
12"	11.5
16"	9.5
20"	8.5
24"	7.8

Kiln dried lumber: Three pounds will equal one board foot measure.

13.02. DEMURRAGE

- a. APPLICATION – Demurrage shall be assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.
- b. RATE – Demurrage will be assessed at a set rate per square foot per day, based on the “foot print” occupied by cargo in the laydown area. For cargo with overhangs, the footprint plus the area under the overhang that is unusable for other storage will be assessed. Demurrage rate can be found in Appendix A fee schedule.

13.03. FREE TIME

- a. APPLICATION – Free time is the specified period during which cargo may occupy space assigned to it on terminal property free of demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo from the vessel. Free time periods may be adjusted or changed at any time by the Port Director.



- b. **FREE TIME PERIODS** – Free time is calculated inclusive of Saturdays, Sundays or holidays. Free time starts the first 7 A.M. after freight is received or unloaded onto the Terminal from car, truck, or, in the case of freight received from a vessel, the first 7 A.M. after completion of vessel's discharge. When freight is transshipped between deep sea vessels and involves application of a long and short free time period, the longer period shall be used, but not the aggregate of any two free time periods. Free time of 3 days will be allowed on all inbound traffic. Free time of 3 days will be allowed on all outbound traffic.

RULE 14 – MISCELLANEOUS RULES: Smoking, Property Damage, Defacement, Animals

14.01. **SMOKING PROHIBITED** – No smoking shall be allowed on any wharf, pier or in any port or harbor facility during fueling operations or at any time on any fuel station. Persons violating this rule may be barred, at the discretion of the Port Director, from the further use of any wharf or facility and, in addition, shall be subject to prosecution under applicable Federal, State and Municipal laws.

14.02. **DAMAGE TO PROPERTY** – Users damaging City docks, floats, ramps, or other property of the City of Homer will be responsible for cost of repairs. User will be billed for repairs to damaged property at cost, including materials, labor and administration.

14.03. **NO POSTING OR DEFACEMENT** – No person shall write or post any written or printed matter in any place within or on any Homer Port or Harbor facilities, except upon bulletin boards constructed for the purpose only after having obtained permission from the Port Director. No person or organization shall install permanent signage on the Port facilities without permission from the Port Director and a signed Memorandum of Agreement (MOA). No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Port Director.

14.04. **ANIMALS** – All dogs or other animals will at all times be under the physical control of the owner or person in charge of the animal in accordance with 20.08.020 of the City Code.

RULE 15 – CHARGES: Applications, Rules & Regulations

15.01. **SALES TAXES** – All rates in this Tariff will have a combined Borough and City sales tax applied. Exceptions: The load and launch ramp daily fee, seasonal launch ramp fee, and vehicle parking permits fees all have the Borough and City sales taxes included in the fee for ease of collection.

15.02. **SERVICE CHARGES** – A service charge is assessed, in addition to other charges set forth in this Tariff, for specific services provided by the City of Homer or its agents.



15.03. RESPONSIBILITY FOR CHARGES – The vessel, its owner or agents, shippers or consignees, and the owner of cargo on the vessel shall be jointly and severally responsible for payment of charges named herein. Payment responsibility applies without regard to the provisions of bills of lading, charter party agreements, contracts or other conflicting provisions.

15.04. PREPAYMENT, TIME OF PREPAYMENT, ACCEPTABLE SECURITY – All charges for services rendered by the Port or for the use of terminal, dock and harbor facilities are due and payable in United States currency as they accrue upon completion of such services or uses. Failure to pay an invoice when due shall render the account delinquent and subject to legal collection efforts. The Port Director may require payment in advance of any or all charges prior to rendering services or granting use of terminal, dock or harbor service.

15.05. CHARGES ON DELINQUENT ACCOUNTS – All invoices, except for damages to City of Homer property will be declared delinquent 45 days after billing date (Statement date) and will be charged interest at the rate of 10.5% per annum (.875% per month).

15.06. DELAYS AT BERTH – Delays occasionally associated with loading, unloading, receiving or delivering freight, or the berthing of vessels as a result of harbor, terminal or dock congestion, equipment failure or breakdown, or combinations of issues will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharfage, demurrage, berthing, terminal, dock or harbor charges or expenses which may be incurred as a result of such actions.

15.07. COSTS RELATED TO STRIKES OR CIVIL ACTIONS – Strikes of any persons in the employ of the City of Homer or other parties, arising from any other cause not reasonably within the control of the City of Homer, will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharfage, demurrage, berthing, terminal, dock or harbor charges or expenses which may be incurred as a result of such actions.

RULE 16 – RATES: Labor, Towing, Pumping, Equipment, Special Services, Sewage, Third Party Billing, Search & Rescue

16.01. LABOR/PERSONNEL

- a. City Labor-When labor is furnished by the City at the request of a user it is expressly stipulated that the City acts as agent of the user. The City shall charge for labor provided by the City for the following services not specifically described in this Tariff:
 - i. Rates Not Specified-Services for loading, unloading, or transferring cargo for which no specific commodity rates are provided and which cannot be performed at the rates named N.O.S. as well as cargo in packages or units of such unusual bulk, size, shape or weight as to preclude performing such services at rates named under individual items of this Tariff.
 - ii. Services for which no specific commodity rates are provided and any other services for which specific rates are named in this Tariff because of unusual conditions or requirements of shippers not normally incidental to such services preclude the performance.



- iii. Services of cleaning City docks or terminal facilities of dunnage, stevedore gear, and other equipment or material when the shipper, vessel owner or consignee fails to promptly clear the facility as requested by the Port Director.
- b. Application Period-When a user notifies the Port Director for labor for a specific time and labor is on the job ready for work at that time, labor costs shall be charged from the time the labor is ready for work until the work is concluded even if the work is delayed through no fault of the City.
- c. Rates-All labor provided by City personnel shall be charged at a rate per hour. (½ hour minimum). Work requiring call-outs shall be charged at a minimum of two hours. Rate for labor can be found in Appendix A fee schedule.

16.02. TOWING SERVICES – Towing inside of the Small Boat Harbor shall be assessed by using the following criteria:

- a. Skiff with operator ½ hour
- b. Skiff with operator 1 man hour
- c. Any additional personnel required will be charged additionally at the skiff with operator 1 man hour rate

Towing services fees/rates can be found in Appendix A fee schedule.

16.03. PUMPING VESSELS – Use of an electric pump is billed at a rate per day or portion of day. Use of gas pump is billed at a rate per hour, minimum charge of one hour, which includes attendant time. Fee rates for use of pumps can be found in Appendix A fee schedule.

16.04. EQUIPMENT – City Equipment-When the City utilizes their equipment to provide services; it will charge users for the cost of that equipment on an hourly basis.

16.05. SPECIAL SERVICES – Special services including waste, bulk oil, or garbage disposal shall be billed at the City's actual cost, including City labor costs, plus 125% of City costs for services. This includes the costs for outside services arranged and paid for by the City. Except where otherwise required by law, the Port Director has the authority to provide, arrange for or refuse the provision of services in addition to those set out in this Tariff.

16.06. SEWAGE – Special services shall not include the taking or handling of sewage of any kind. Sewage disposal must be accomplished by the vessel owner or his agent pursuant to Federal, State and Municipal laws, codes and ordinances.

16.07. THIRD PARTY BILLING ADMINISTRATIVE FEE – The City requires charges be billed to the vessel receiving the services. If arrangements are made with the Port Director for third party billing, a 5% Administrative Fee will be assessed to the vessel receiving services.

16.08. SEARCH AND RESCUE/EQUIPMENT & PERSONNEL – In addition to other Tariff provisions, when the City utilizes City equipment and personnel to provide search and rescue assistance to vessels including towing, outside of the Homer's Port and Harbor, the Port Director may charge users of those services per hour for skiff or tug and operator for the first hour or any part, and for additional



search and rescue assistance beyond one hour. When skiff AND tug are used each will be charged at the hourly rate independently.



SECTION II

Pioneer Dock and Deep Water Dock

Rules, Regulations, & Rates

RULE 17 – DOCKS: RULES AND REGULATIONS

17.01. **RESPONSIBILITY LIMITED** – No person other than employees of the holders of authorized Terminal Use Permits or Special Use Permits shall be permitted to perform any services on the Pioneer Dock or the Deep Water Dock except on written authorization of the Port Director. The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

17.02. **TERMINAL USE PERMITS** – Handling, loading and unloading services are provided by independent agents at all terminal facilities covered by this Tariff. A Terminal Use Permit is required for any qualified agent desiring to provide longshoring services for hire at the terminal facilities. Terminal Use Permit holders only shall report and pay monthly to the City a permit fee equal to five percent (5%) of Permit charges invoiced to a customer for all handling, loading and unloading services.

17.03. **APPLICATION FOR BERTHING** – All vessels, or their owners or berthing agents, desiring a berth at the Deep Water Dock and Pioneer Dock shall, within a minimum time of twenty-four (24) hours, make advance application for berthing (namely a Berth Scheduling Request Form). Priority is given to dock use when reserved in advance. Reservation of dock use must specify the dock requested, arrival and departure dates, billing information, email address and the nature and quantity of the freight to be loaded or discharged.

- a. Preferential berthing rights may be accorded by contract.
- b. Berth Requests may require the timely filing of financial responsibility information in accordance with, and otherwise governed by, the terms and conditions set forth in this section.
- c. The berthing agent shall be held personally liable to the City of Homer as a result of the agent's failure to accurately report the information submitted on the Berth Request.
- d. Should any information change after submission of an application, the owner or berthing agent shall promptly file an amended Vessel Berthing Application with the Port Director before such berthing takes place.

17.04. **TUG REQUIREMENT AND SPEED LIMITATIONS** – Vessels berthing or departing docks subject to the Tariff must use sufficient tugs so vessel can be berthed or removed in a safe manner. Berthing speed



shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.

17.05. MOORING AT PIERS – Tying to piling is prohibited. All vessels using the Deep Water Dock and Pioneer Dock will use bits and bollards provided.

17.06. DEEP WATER DOCK MAXIMUM CAPACITY – The Deep Water Dock (DWD) has the following maximum fender capacity:

Homer Deep Water Dock Fender Capacity									
Berthing Contact at Interior Fenders									
Vessel Weight (displacement)		Max forward velocity @ 15 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
8000	7500	3.4	200	1	2	0.88	53	0.27	0.5
44000	40000	1.3	78	0.4	0.77	0.38	23	0.12	0.2
72000	65000	0.9	54	0.27	0.53	0.26	16	0.08	0.2
Berthing Contact at Corner Fender									
Vessel Weight (displacement)		Max forward velocity @ 15 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
17000	15000	8.4	500	2.6	5	1.5	90	0.46	0.9
44000	40000	3.5	210	1.1	2	0.9	54	0.27	0.5
72000	65000	2.5	150	0.8	1.5	0.7	42	0.21	0.4
Berthing Contact with Foam Camel Fenders Deployed									
Vessel Weight (displacement)		Max forward velocity @ 10 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
107000	97000	0.67	40	0.2	0.4	0.12	7.2	0.04	0.07

17.07. PIONEER DOCK MAXIMUM CAPACITY – The Pioneer Dock has the following maximum fender capacity:

Homer Pioneer Dock Fender Capacity									
Vessel Weight (Displacement)		Max forward velocity @ 20 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
20000	18000	1.20	72.00	0.37	0.71	0.41	24.62	0.13	0.24
40000	36000	0.87	52.20	0.27	0.52	0.30	17.85	0.09	0.18
60000	55000	0.68	40.80	0.21	0.40	0.23	13.95	0.07	0.14
80000	73000	0.60	36.00	0.18	0.36	0.21	12.31	0.06	0.12

(Note: Vessel weight or displacement is the total weight of the vessel including hull, machinery, and all contents at the dock.)



17.08. NON-CITY EQUIPMENT – Non-City owned mobile cranes or boom trucks may not be brought onto the Deep Water Dock or Pioneer Dock for use in loading/unloading without advance Port Director approval.

17.09. RAT GUARDS – The vessel shall deploy, properly affix and maintain rat guards on all mooring lines after berthing and when alongside piers as required.

17.10. VESSELS ALONGSIDE – The vessel is responsible, at all times, for keeping mooring lines of vessels alongside, tightly secured whenever supply vessels, bunker barges, or other vessels are tied up alongside.

17.11. WINCHES – The vessel is responsible, at all times, for tending mooring winches to insure that the vessel is adequately moored alongside the berth. This shall include the frequent inspection of constant tension winches.

17.12. ADEQUATE CREW ABOARD – All vessels berthed at piers controlled by the Port shall at all times have sufficient crew to comply with orders issued by the Port and to tend to mooring lines or move the vessel at all times.

17.13. WEATHER AND TRAFFIC – The vessel shall, at all times, pay strict attention to weather conditions, water levels, currents, condition of mooring or other circumstances while at facilities. In the event of surge, operations as well as access to/from the vessel may be suspended and the gangway removed until any vessel surge has abated. The Port Director may require a vessel to get underway from facility if weather dictates to avoid facility damage.

17.14. LIGHTS AT NIGHT OR IN RESTRICTED VISIBILITY – All vessels, barges, cranes and other equipment, while anchored or moored at the Port, must show lights in accordance with applicable Federal, State and Municipal laws, rules and regulations.

17.15. LINEHANDLING – Line handling services may be contracted through a permitted stevedore or other approved provider.

RULE 18-DOCK SECURITY

18.01. REGULATORY APPLICABILITY – The Maritime Transportation Security Act OF 2002 (33 CFR Parts 101, 102, 103, 105 ET AL) applies to the Port of Homer. Those vessels subject to the Act are required to interface with the Port. The Maritime Transportation Security Act and US Coast Guard/Federal Regulations (33 CFR part 105) applies to the Port of Homer. The Port operates the terminals under a Facility Security Plan approved by the US Coast Guard. The Port by advance notification to U.S.



Customs and Border Protection is a border entry point, and all persons, effects, and vehicles are subject to search under Federal Statute 19 US Code Section 482.

18.02. DECLARATION OF SECURITY – Declaration of Security (DOS) when required under the US Code of Federal Regulations will be signed by the Vessel Security Officer and the Facility Security Officer or designee where the DOS is required. The vessel and Port will comply with all items agreed to on the DOS while in Port.

18.03. NOTIFICATIONS – Regulated vessels 33 CFR 104 rules require that the vessel will notify the Port if any crew or passengers intend to disembark and provide the names of all personnel leaving the ship. The vessel will provide advance notification of any visitors, and stores or goods to be delivered to the vessel while in the Port. The vessel must notify the Port and the US Coast Guard of any maritime incidents while in the Port.

18.04. SEARCHES – All vehicles and persons permitted to travel on piers may be searched prior to being permitted into the Terminal by security personnel.

RULE 19-DOCK -CONDITIONS OF BERTHING /BERTH REQUESTS

19.01. PAYMENT DUE – Unless otherwise arranged, the terms of payment for all applicable terminal or dockage charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port Director six days prior to the vessel's scheduled arrival or at such time as may be authorized or directed by the Port Director, but in all cases in advance of actual services rendered.

19.02. CREDIT OR SECURITY – The Port Director may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by berthing agent to the satisfaction of the Port Director, and:

- a. That the party responsible has established credit worthiness acceptable to the Port Director; or
- b. Adequate security, acceptable to the Port Director in an amount equal to 125% of the applicable estimated port charges, has been posted; or
- c. The agent requesting the berth, or another entity, in each case applicable to the Port Director is credit worthy, has personally accepted financial responsibility for the applicable charges.

19.03. ESTIMATE REQUIRED-The vessel agent or other person requesting a berth shall provide an estimate of the amount of each category of port charges, as enumerated, and the party responsible there for.

19.04. APPROVAL REQUIRED – All estimates of terminal and dockage charges are subject to approval and/or adjustment by the Port Director.



19.05. ACKNOWLEDGEMENT – The Port Director shall promptly, after receipt of the berthing application form, advise the berthing agent as to its approval or provide an adjusted estimate of terminal charges. The Port Director will also advise whether posting of cash or security is required for any one or more categories of such charges and the amount due.

19.06. COMPLIANCE – In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, request for berth reservation and assignment of berths shall otherwise be in accordance with all Local rules and regulations established by the City of Homer.

19.07. TEMPORARY BERTHING – For safety or other reasons, the City of Homer in some circumstances may grant a vessel a temporary berth before the owner or agent has paid all applicable charges or otherwise complied with all applicable Tariff provisions of conditions of berthing. In such circumstances, the vessel may unload its cargo only if the Port Director determines that a regular berth is available. The owner shall pay all applicable charges and shall comply with all other Tariff provisions and conditions of berthing. If no regular berth is available, or the vessel owner or agent has not answered all financial responsibilities as required by the Port Director, the vessel may not unload its cargo and shall depart as soon as possible. The vessel shall be assessed appropriate fees as set forth in this Tariff.

RULE 20 – DOCK BULK PETROLEUM PRODUCTS

20.01. APPLICATION OF TARIFF – Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this Tariff apply to vessels, shippers, and consignees of Bulk Petroleum Products.

20.02. CLEARING AND HEATING PETROLEUM LINES – Shippers, consignees, or vessels and persons in charge are responsible for providing steam or other heating means to assure the proper flow of asphalt and other petroleum products requiring heat. Shippers, consignees, or vessels and persons in charge will be responsible for clearing all petroleum products from lines located on or adjacent to any Terminal facility after a vessel completes loading or discharge unless otherwise authorized by the Port Director.

20.03. REGULATIONS GOVERNING PETROLEUM PRODUCTS – The transfer of bulk petroleum products shall be made in compliance with City of Homer Code provisions including Chapter 5.20 (Fire Prevention), as well as other Federal, State and Municipal laws, rules or regulations.

20.04. SPILLS AND CONNECTIONS – Flammable liquids and all hydrocarbons leaked or spilled on wharves shall be cleaned up immediately. Vessels or consignees shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids. Spillage from disconnected lines shall be cleaned up immediately by vessel or consignee.

20.05. MANIFEST REQUIREMENTS – Masters, owners, agents or operators of vessels are required to furnish the City of Homer with complete copies of vessel's manifests showing the name of consignees or consignor and the weights or measurements of all freight loaded or discharged at the docks,



terminal or harbor facilities of the City of Homer. Such manifests must be certified as correct by an authorized official of the company and must also designate the base weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

20.06. BERTH OCCUPANCY – Vessels may occupy a berth, subject to charges named in this Tariff providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth upon demand may be moved by tug or otherwise, and any expense, including damages to other vessels or to the facility during such removal, shall be charged to the vessel so moved. Vessels at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be the responsibility of the vessel's owners, agents or operators.

20.07. PREFERENTIAL BERTHING, PIONEER DOCK – Preferential privileges per agreements are given to the Alaska Marine Highway System ferry vessels for docking on the face of the Pioneer Dock and the U.S. Coast Guard vessel assigned for docking on the northwest trestle berth of the Pioneer Dock.

RULE 21 – DOCK FUELING & BUNKERING AT THE PIONEER DOCK & DEEP WATER DOCK

21.01. SPECIAL TERMINAL USE PERMIT AND REQUIREMENTS: For Petroleum Product Transfer – Fueling vessels at the Pioneer Dock and the Deep Water Dock by truck or vessel is permitted with the permission of the Port Director and the completion of a Special Terminal Use Permit. The Special Terminal Use Permit shall be completed annually with an annual permit issuance fee. Fee cost can be found in Appendix A fee schedule. In addition, the Permittee shall file timely fuel wharfage reports stating the gallons of petroleum product dispensed with the required payment.

21.02. INSURANCE – Vendors shall provide proof of liability insurance to the Port Director, naming the Port as co-insured. The level of insurance shall be determined by the Port Director whose decision shall be final.

21.03. SMOKING – Smoking shall not be allowed on vessel weather decks or the pier during fuel transfer operations.

21.04. SIGNAGE – Proper signage stating “No Smoking, No Visitors, No Open Lights” shall be posted at the head of the gangway on the pier during fueling operations in conformance with Federal Regulations. The Permittee shall observe all rules and signs posted at the Port, including “No Smoking” signs posted at the marine terminal and all U.S. Coast Guard Safety Requirements, whether or not they are posted.

21.05. FIRE FIGHTING EQUIPMENT – Prior to transfer operations, at least two ship fire hoses shall be laid out and connected to the fire main nearest the transfer station; one forward and one aft. At least two handheld dry chemical fire extinguishers shall be conveniently placed for use at the vessel's manifold. The Permittee shall keep fire lanes clear and maintain fire control equipment in a readily accessible location.



21.06. SPILL PLAN – An oil spill response and contingency plan must be filed with the Port in advance for review by the Port Director.

21.07. CONTAINMENT – Permittee shall outfit its delivery trucks with spill containment and/or clean up equipment and materials sufficient to contain and clean up spills of petroleum products that may occur from its operations. Proper spill containment must be provided by the vessel at or near the manifold, including if necessary plugging of vessel scuppers.

21.08. COMMUNICATIONS – The vessel and vendor shall maintain direct communications with each other at all times during transfer operations.

21.09. NOTICES – The Port Director shall be notified in advance that fueling operations will take place. In the event of a spill on board or into the water it is the vessel Master's responsibility to shut down operations, contain the spill, immediately notify the US Coast Guard, the Port Director and other required Federal, State and Local authorities.

21.10. ACCESS TO VESSEL DURING FUELING – Access to the vessel by way of the gangway will not normally be prohibited during fueling operations. The Port Director shall prohibit access to the vessel if, in his/her opinion, an unsafe situation has developed or is developing.

21.11. FLAGS AND LIGHTS – During fueling operations a "Bravo" flag shall be flown on the vessel where clearly visible. A red light shall be displayed on the mast in times of darkness or restricted visibility.

21.12. EMERGENCY SHUTDOWN – If the Port Director, vessel Master or Person in Charge (PIC) of fueling operations finds cause or suspects a cause of an unsafe condition, or the potential of a spill, the transfer operations shall immediately stop. Transfer operations shall also be stopped during thunderstorms.

RULE 22 – DOCK RATES

22.01. DOCKAGE RATES – Vessels are charged by their length over all and by the calendar day. For billing purposes, the LOA shall be obtained from the vessel's Certificate of Registry or from another published reliable source, or actual measurement at the discretion of the Port Director. Dockage rate chart can be found in Appendix A fee schedule.

22.02. SUPPLEMENTAL SERVICE CHARGE IN ADDITION TO DOCKAGE

- a. A service charge per landing will be assessed to each vessel in addition to the dockage rates above.
- b. A service charge per landing will be assessed for each Cruise Ship in addition to dockage rates above.



22.03. POTABLE WATER – Potable water furnished to vessels at the Deep Water Dock and Pioneer Dock shall be assessed in the following ways:

- a. Quantity charge, per one thousand gallons (minimum five thousand gallons).
- b. Scheduled deliveries will have a minimum charge for combined connection and disconnection.

Rates for supplemental service fees can be found in Appendix A fee schedule.

22.04. CRANE – The crane at the inside of (berth No. 2) of Deep Water Dock shall be subject to the same charges and usage requirements.

22.05. REGULATED GARBAGE HANDLING

- a. APPLICATION – Regulated garbage, as per the Code of Federal Regulations, is garbage from foreign going vessels that contains, or that is suspected of containing, food scraps or food waste.
- b. REQUIRED DOCUMENTS – Foreign flagged vessels not in possession of a valid USA Customs issued “purge document” and who are requesting to dispose of regulated garbage are required to have their agent contact the Port of Homer prior to arrival for a contact list of qualified Terminal Use Permit vendors capable of providing this specialized service. Only qualified and approved vendors will be allowed to remove regulated garbage.



SECTION III

Fish Dock

Rules, Regulations, & Rates

RULE 23 – FISH DOCK RULES AND REGULATIONS

23.01. USE OF FISH DOCK BY COMMON CARRIERS – The use of the Fish Dock by Common Carrier Vessels is prohibited.

23.02. FISH DOCK USE – The Fish Dock is an open access dock. Use of the Fish Dock is on a first-come, first-served basis, but the loading and unloading of fish and delivery of ice at the City's ice delivery station between cranes 4 and 5 will have priority. Vessel owners are encouraged to communicate and cooperate with other Fish Dock patrons to avoid congestion.

23.03. RESPONSIBILITY LIMITED – The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

23.04. USE OF VESSEL OR MOBILE CRANES – Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel only with prior approval granted by the Harbor staff on duty. No non-City owned mobile cranes mounted on the back of a truck may be brought onto Fish Dock for use in loading/unloading without advance Harbor staff approval. If approved, these trucks for hire must have a Terminal Use Permit to operate on any terminal facility. Mobile cranes mounted on the back of a truck may not work over side unless they are certified and inspected for that purpose by the State of Alaska.

23.05. NO UNATTENDED VESSELS AT THE FISH DOCK – Vessels moored at Fish Dock must have sufficient crew on board to move the vessel upon request or direction of Harbor staff. A fee per hour will be assessed against the owner or operator of a vessel per hour left unattended at Fish Dock that obstructs access to the Fish Dock by other vessels. In the case that the vessel must be moved to a transient moorage location, standard tow rates apply in addition to the unattended vessel fine. Unattended vessel and tow rate fee amounts can be found in Appendix A fee schedule.

RULE 24 – FISH DOCK USE PERMITS

24.01. FISH DOCK USE PERMITS – An annual Fish Dock Use Permit is required for any qualified agent desiring to provide services (loading and unloading vessels) at the Fish Dock facilities of the City of Homer. Applied and approved Fish Dock Use Permit holders shall pay an annual permit issuance fee plus provide the required insurance and state permitting documents. For annual permit amount see Appendix A fee schedule.

24.02. WHARFAGE – Seafood wharfage, regardless of species is self-reported and paid monthly by Fish Dock Permit Holders. Freight NOS, Non-seafood wharfage at the Fish Dock is also self-reported and paid monthly. Fishing gear is free from wharfage. Ice brought onto the Fish Dock in totes or transferred



to boats at the dock shall be charged wharfage at the Ice Wharfage rate, unless said ice was purchased from the City Ice Plant. Wharfage rates are listed under Fish Dock Rates.

RULE 25 – FISH DOCK CRANES

25.01. CRANE ACCESS CARD-Every person or business using a crane on the Fish Dock shall first obtain an electronic crane access card from the City. All crane access card holders shall:

- a. Complete the required training,
- b. Sign an agreement(s) to comply with all crane use policies,
- c. Pay the annual access card fee as well as actual crane time set forth in this subsection
- d. Provide proof of insurance that meets the terms of the crane use policies

Fees associated with crane access cards can be found in Appendix A Fee Schedule.

RULE 26 –COLD STORAGE

Cold storage lockers are seasonally available for non-edible product/bait storage only, and are open from mid-march to the beginning of November each year, season dependent. An Invitation To Bid (ITB) shall be issued in the Fall for the following season allowing the public to bid on seasonal cold storage rental space for the next year. The ITB shall be publicly posted and advertised per City policies. Any questions regarding ITB procedures or policies can be answered at any time by contacting the City of Homer Clerk's office. Rates for cold storage rental fees can be found in Appendix A Fee Schedule.



SECTION IV

Small Boat Harbor & Upland Facilities

Rules, Regulations, & Rates

RULE 27 – SMALL BOAT HARBOR RULES & REGULATIONS

27.01. MAXIMIZATION OF FACILITIES – The Homer Port and Harbor is often congested and it is the policy of the City of Homer to provide for the maximum public use of available facilities. The Port Director shall have discretion to implement that policy.

27.02. MOORAGE AGREEMENTS – As a condition to securing mooring space in the Homer small boat harbor, a signed Moorage Agreement must be on file with the Port Director's office. There are separate forms for Reserved Stall vessels and for Transient vessels. By completing the Moorage Agreement, the applicant agrees to the terms and conditions. Providing false or misleading information on the Moorage Agreement is grounds for immediate termination of services.

27.03. UNDERWAY REQUIREMENT – On at least two days in each calendar year, separated by at least 60 days, a vessel moored in the Homer harbor shall depart under its own power from the Homer harbor and travel beyond the one-quarter-mile turning basin of the Pioneer and Deep Water Docks before returning under the vessel's own power to the Homer harbor. The moorage charge for a vessel that fails to comply with this requirement shall be increased by 50 percent commencing at the time the vessel fails to comply and continuing during the period of noncompliance.

27.04. TRANSIENT MOORAGE SPACE – transient moorage space throughout the Homer small boat harbor is designated by a yellow painted bullrail (approximately 6,000 lineal feet). There are no transient stalls. If there is no available transient space at the bullrail, a vessel is permitted to side tie to a vessel of similar size that is already secured to the bullrail.

27.05. RENEWING RESERVE STALLS – A written renewal letter, or an e-mail for customers who have chosen paperless billing, is mailed to each Reserve Stall holder. Payment of fees, any updates to their contact information, current proof of ownership, and current proof of insurance is required each year by October 1 to renew.

27.06. SEWAGE DISCHARGE – In the small boat harbor an Eco barge is staged during the summer months to transfer sewage from small boats.

27.07. STACK EMISSIONS – The visible emission of stack gases or other emissions that contain any odors as deemed objectionable by the Port Director while berthed at the Port's facilities is prohibited.

27.08. SMALL BOAT HARBOR RESTRICTED SPEED – All craft shall restrict their speed to two miles per hour, no wake, while inside the Small Boat Harbor entering or leaving and shall operate at a reduced speed within one quarter mile of the docks outside the Harbor. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant, regardless of established speed limits.



27.09. PLACEMENT OF GEAR PROHIBITION – The placement of fishing nets in the waters of the Homer Small Boat Harbor is prohibited. The physical limits of the “Small Boat Harbor” are set forth in this Tariff, section 1.06.

27.10. MOORING LINES – The vessel is responsible, at all times, for keeping all mooring lines tightly secured. Supplemental mooring lines and/or fenders may be required by the Port Director as conditions dictate.

27.11. AUTHORITY TO CHANGE MOORING CONDITION – If, in the opinion of the Port Director, any vessel or other watercraft, arriving, anchoring, moored or fastened to any wharf, pier, bulkhead, or another vessel in the Port of Homer, is so moored or placed in an unsafe or dangerous manner or impeding the proper operation of the facility, the Port Director is hereby authorized to order and direct the vessel or other watercraft to be moved or moored in an acceptable manner to prevent damage to City facilities. The Master or any other person having charge of such vessel or other watercraft shall immediately comply with such orders or directions as may be issued by the Port Director.

27.12. LIVE ABOARDS – No live aboard situations longer than three months in any one year is permitted in the Homer small boat harbor without the Port Director’s approval in writing after an evaluation of the sanitary, service and congestion problems that may be a result of such an arrangement. No live aboard situation exceeding one year will be allowed in the Homer small boat harbor.

27.13. BUSINESSES ON VESSELS IN HOMER SMALL BOAT HARBOR – No Bed & Breakfast, Air B&Bs, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the Homer small boat harbor. Vessels that conduct their business elsewhere and only use the harbor as a point of loading and offloading are permitted (e.g. fishing vessels when selling or distributing fish, crab, or other products of the sea; charter, tour boats, and water taxis, when loading or unloading customers, supplies or gear; etc.)

RULE 28 – SMALL BOAT HARBOR VESSEL MOORAGE

APPLICABLE PERIOD – Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor float or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the Port and Harbor facilities. A vessel moored in the Harbor at any time between 12:01 A.M. and 10:00 A.M. shall be charged a full day’s moorage. Port Director may, in his sole discretion, waive a daily charge for a vessel provided that: (1) Notice is made in writing prior to mooring in the Homer Boat Harbor, (2) Vessel stay is no more than 4 hours, and (3) Port Director determines that congestion and use of the public facilities by others will not be adversely affected. The City of Homer retains the right, in its sole discretion, to determine whether a vessel berthed at any time will be charged a full day’s charge.

28.01. CALCULATION OF RATES – Mooring charges shall be calculated on the overall length of the vessel, (LOA), or in the case of a reserved stall, the length of the float stall assigned, whichever is greater. LOA shall be construed to mean the distance in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc. For billing purposes, the LOA



shall be obtained from the vessel's Moorage Agreement or from another published reliable source, or actual measurement at the discretion of the Port Director.

~~28.02. APPLICATION OF RATES/WORK SKIFFS— All vessels in the Small Boat Harbor are subject to these moorage rates, except properly registered seine skiffs or work skiffs attached to the mother vessel. Work skiff is defined as a boat that is usually carried on the deck or super structure of the mother vessel and is regularly used in the commercial enterprise of the mother vessel. When work /seine skiffs are moored with the mothership, the combined length overall or beam may not exceed the allowed criteria for the size of stall. If it does exceed, the skiff must be moved to a transient area and moorage fees will apply.~~

28.03. MOORAGE RATES

- a. The annual moorage fee for reserved moorage and transient moorage privileges is based on the overall length of the vessel (LOA), including all hull attachments such as bowsprits, davits, dinghies, swim steps, etc. and is calculated as follows:

~~Annual Moorage Rate = [Commodity Rate + (LOA x \$0.05)] x LOA~~, plus an administration fee and subject to sales tax. The (\$0.05 per foot) increase is capped at the eighty six (86) foot vessel size. For a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus an administration fee.

Commodity Rate shall be adjusted annually by the percentage of increase (between the first 6 months of the current year and the first 6 months of the previous year) in the Consumer Price Index Urban Alaska/Anchorage section. Changes in moorage rates will be effective on January 1 of each year.

- b. All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment as well as all other harbor fees owed by the reserved stall permittee shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Port Director.
- c. A semi-annual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate plus an administration fee. Vessels that do not renew will automatically be charged the monthly rate if not removed after five days.
- d. The monthly transient rate will be 17% of the annual rate plus an administration fee. Vessels that are properly registered and pay all moorage fees in advance may receive a deduction calculated per foot per month.



- e. The daily transient rates are: 3% of the annual rate plus an administration fee. Vessels that properly register and pay all moorage fees in advance may receive a deduction calculated per day from the daily rate.
- f. Any moorage fee that expires for a registered vessel that has a Moorage Agreement on file or an unregistered vessel will, after five days, automatically be charged a monthly rate retroactive to the expiration date.
- g. Refunds for cancellations of reserved stalls and annual prepaid moorage are calculated using the number of months used times the monthly prepaid rate.
- h. Current Moorage rates and fees can be found in Appendix A Fee Schedule

RULE 29 – RESERVE STALL ASSIGNMENTS IN HOMER PORT AND HARBOR

29.01 PREFERENTIAL USE, NOT EXCLUSIVE USE – A Reserve stall assignment provides the reserved stall permittee the preferential use of the stall. To maximize the public's use/benefit of existing facilities the Port Director has the authority to temporarily (hot berth) vessels to reserved stalls issued to another vessel when that vessel is out of the Harbor.

No person or entity shall sell, lease, transfer or assign a moorage agreement for the use or control of the stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the municipally owned vessel moorage slips at the Port of Homer. Upon issuance of a reserved stall in the Homer harbor the reserved stall permittee shall have one moorage year to occupy with a vessel they can document that they own or lease. In the case that a reserved stall permittee loses possession of their vessel for whatever reason, they shall have one moorage year to replace the vessel in their reserved stall with a vessel of appropriate size that they can prove they own or lease. Except as provided in 29.04 it is the policy of the Port of Homer to prohibit the transfer of a reserved moorage slip or space assignment if the assignee no longer has ownership control of the vessel occupying the slip or space.

29.02. CHANGE BOAT IN RESERVE STALL Reserve stall assignments are made by the City to a specific combination of vessel and vessel owner and are not assignable by the vessel owner. A Reserved stall permittee may exchange another vessel of qualifying/appropriate size that they own or lease in their reserved stall with permission of the Port Director and upon payment of the Change Boat fee contained in Appendix A Fee Schedule In order to change or exchange the named vessel to a reserved stall the reserved stall permittee must complete a new Moorage Agreement and submit proof of ownership (bill of sale, title, USCG Documentation, and or state of Alaska DMV registration in the reserved stall permittee's name. A reserved stall permittee may occupy their assigned stall with a leased vessel provided that the ownership, Current USCG Documentation, or State of Alaska DMV registration, and or title are provided to the Port Director along with a legal lease document for the new vessel.

29.03. SALE OR ASSIGNMENT OF MOORAGE CONTRACT– If it is determined that the reserve stall permittee has violated the terms of the reserve stall moorage agreement contract, the Port Director shall revoke the moorage agreement after 10 days' written notice to the reserved stall permittee



29.04 SURVIVORSHIP - Upon the death of any reserve stall holder, the reserved moorage permit may be transferred (one time) to the surviving spouse, or child of original permittee upon written application to the Port Director. The following survivorship transfer/changes to the individual named as the-reserved stall permittee will not cause the loss of a reserve stall:

- A. A transfer, to surviving spouse, or child as listed above;
- B. For a partnership or corporation, a (One Time) change where the new assignee
 - 1. Was a partner or corporate member of the original corporation at the time the wait list application was submitted to the harbor office. OR
 - 2. Has applied for a reserved moorage and receives an assignment for the vessel in their own name. OR
 - 3. Is a privately owned and managed corporation whose sole business is fulfilling Government required pilot boat services that are critical and essential to Port and harbor operations and whose reserved stalls are specifically for the vessels that are actively engaged in providing those services.

29.05. NOTIFICATION OF DEPARTURE/ARRIVAL – A reserved stall permittee shall notify the Port Director when departing for more than 5 days. With 24 hour advance notice, reserve stall permittee shall notify the Port Director when vessel is returning to allow the harbor staff to clear the stall. If, despite reasonable efforts, the Port Director is unable to clear a stall due to congestion, high winds, or safety considerations, a reserved stall vessel may be required to temporarily use another moorage space as directed by the Port Director.

RULE 30 – SMALL BOAT HARBOR RESERVE STALL WAITING LIST

30.01. WAITING LIST FOR RESERVED STALL ASSIGNMENT – Reserved stall permittees will be assigned a reserved stall based on seniority position on waiting lists maintained by the Port Director's office. Any individual, corporate entity or governmental agency may apply for a reserved stall at the Port of Homer for the purposes of mooring a vessel owned by the individual, entity or agency. All applicants (either individuals or entities), except government agencies, shall designate a single individual whose name shall appear on the waiting list and who shall be responsible for payment of all fees. Any change in the individual designated may result in the applicant's loss of priority on the waiting list. Separate waiting lists shall be maintained for the following size stalls:

20 Feet	24 Feet	32 Feet	40 Feet	50 Feet	60 Feet	75 Feet
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30.02. APPLICANT RANKING – The Port Director shall place applicants on the waiting list on a first-come, first-serve basis only upon receipt of all requested information and payment of the annual waiting list fee. There is an annual fee per listing to remain on the stall wait list. An applicant may sign up at any time during the year and pay a prorated fee to the May 1 Stall Wait List due date. Nonpayment of the fee by the May 1 due date means automatic cancellation from the waiting list. The annual waiting list fee will be accepted only from the individual whose name appears on the waiting list. The fee is neither refundable nor creditable to stall applicant. An applicant or existing reserved stall assignee may be placed on one or more of these lists. An applicant need not own or operate a vessel to be placed on the waiting list.

30.03. NEW RESERVED STALL ISSUES – In mid-October of each year, after all Reserve stalls are



renewed and any SWAP requests have been satisfied, new stall offers to those on the stall wait lists are issued in the order they were received. New reserved stall permittees must complete and sign a Reserve Stall Moorage Agreement, pay the annual moorage, provide proof of insurance, and provide proof of ownership or a written lease agreement ~~on~~ for the vessel. New reserved stall permittees have one year to occupy the stall.

30.04. DECLINING STALL OFFER – If applicant does not want to accept the stall offer, it can be declined and the applicants name will be placed at the bottom of the stall wait list.

30.05 SURVIORSHIP In the case of the death of a Stall Wait List applicant, the applicant's rank on the waiting list may be transferred to the surviving spouse or child. In the case of an entity, and the death of the entity member who was designated as the representative individual on the waitlist, a corporate member who was a partner at the time the wait list application was filed with the harbor office may request a transfer. The transfer may be allowed upon written request to the Port Director.

30.06 CHANGE OF CONTACT INFORMATION – An applicant shall notify the Port Director in writing of any change of address or telephone number(s) immediately.

RULE 31-SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES

31.01. APPLICATION – With proper registration and specific permission from the Port Director, float planes may arrange for short-term moorage in the Homer Small Boat Harbor providing space is available. This is only allowed when ice and weather conditions prevent float planes from landing on Beluga Lake.

31.02. FEES – A fee in the amount equal to the daily rate for moorage of two (2) 24' vessels shall be assessed on a daily basis for float planes mooring within the confines of the Homer Small Boat Harbor. A monthly rate in the amount equal to the monthly rate for two (2) 24' vessels shall be assessed for float plane moorage for longer periods

RULE 32 – SMALL BOAT HARBOR ELECTRICITY

32.01. RESERVE STALL ELECTRICITY (per kilowatt) – Reserved stalls having a meter base at the berth shall be charged a meter availability fee.

- a. There will be a meter availability fee charged per month.
- b. There will be an electrical usage charge cost per kilowatt determined by the Local public utility.
- c. Reserve stall assignees shall notify the Port Director of any period when the assigned vessel will not occupy the stall. The Port Director, upon payment of a connect/disconnect fee, shall discontinue charging the meter availability fee until the vessel returns.
- d. Current reserve stall electric rates and fees can be found in Appendix A Fee Schedule



32.02. TRANSIENT VESSEL WINTER POWER

- a. Transient Vessel Winter Power -Subject to availability, transient vessel may buy electrical power on a metered basis from October 15 to April 15. There will be a connect/disconnect fee.
- b. Metered transient vessels will be charged a meter availability fee per month.
- c. There will be an electrical usage charge per kilowatt as determined by the Local public utility.
- d. Current transient vessel winter power rates and fees can be found in Appendix A Fee Schedule

32.03. TRANSIENT VESSEL SUMMER POWER – Transient vessels shall be charged rates as listed in Appendix A Fee Schedule.(where metered power is unavailable) from April 16 to October 14. The provided service is 110 volt, 220 volt, 208 volt 1 phase, 208 volt 3 phase & 480 volt 3 phase.

- a. Actual Consumption Charge-If a transient vessel consumes more electricity than would be covered by these flat rates, then such transient vessel shall be charged for the actual consumption.
- b. Vessels requiring conversion plugs may purchase them from at the Port Director's office for a nominal fee.

32.04. SYSTEM 5 ELECTRICAL SERVICE – 208 volt/3 phase & 480 volt electrical power is available at System 5 on a first come-first serve basis, for which the vessel will be charged the following rates:

- a. There will be an electrical usage charge per kilowatt hour as determined by the Local public utility.
- b. Vessels will be charged a meter availability fee
- c. Vessels plugged in less than seven (7) consecutive days will be charged the daily rate.

RULE 33 – SMALL BOAT HARBOR TIDAL GRIDS

33.01. USE OF TIDAL GRIDS – The City of Homer operates two tidal grids. The wooden grid is for vessels less than 60 feet in length. The steel grid is generally for use by vessels 60 feet or greater in length. Vessels over 60' may not use the wooden grid without specific approval of the Port Director. Vessels over 300 displacement tons or over 120' may not use the steel grid without specific approval of the Port Director. Vessels that remain on either grid after their scheduled tide may be assessed a 50% surcharge for each unscheduled tide. Use of the steel grid shall be charged at the minimum rate applicable for a 60' boat if a boat of less length is allowed to use this grid.



33.02. SANDBLASTING PROHIBITED – Sandblasting of vessel is not permitted on tidal grids; water blasting of vessel to remove barnacles or other marine growth is permitted provided that the water pressure used does not result in removal of paints onto the grid work platform or into the water of the Harbor.

33.03. RATES – Current rates and fees for use of the tidal grids can be found in Appendix A Fee Schedule

33.04. USE OF TIDAL GRIDS – Use of the tidal grids must be scheduled in advance. For Steel Grid use, upon the discretion of the Port Director, prepayment is required. Prepayment may be refunded if cancellation of reservation is at least seven days prior to scheduled use. A working tide on the Steel Grid is defined as +1 and below.

33.05. WRITTEN PERMISSION FOR USE OF GRIDS – No vessel shall be moored onto the tidal grids until permission has been granted by the Port Director and the appropriate Utilization Agreement/Waiver and Release forms completed by User.

33.06. NO UNATTENDED VESSELS ON GRID – No vessels will be unattended while on the grids.

RULE 34 – SMALL BOAT HARBOR PUBLIC LAUNCH RAMP

34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch ramps. The principal intended use of the LAUNCH RAMP is the launch and recovery of small, boats on trailers. An authorized subsidiary use is the incidental, commercial and noncommercial, loading or unloading of goods, supplies or materials. Fueling vessels (either as a private vessel owner or commercial fuel distribution company) at the Load and Launch Ramp is prohibited. Rates for use of the load and launch ramp and season passes can be found in Appendix A Fee Schedule. A season pass covers from April 1 to October 15. The person who is obligated to pay the fee for using the load and launch ramp must make the receipt verifying payment available upon request, or display the seasonal permit on the port side of the permit holder's vessel. There is a per hour fee for vessels that are left unattended on the Launch Ramp and are blocking ramps (per hour fee located in Appendix A Fee Schedule). Reserved stall holders and vessels paying transit annual moorage in the harbor are exempt from launch fees for the vessel assigned to and registered to the stall or has a transit annual sticker displayed on the vessel only, not for other boats owned by the same individual. At the Port Director's discretion, reasonable restrictions may be placed on the use of the public launch ramp.



34.02. **COMMERCIAL LOADING** - Commercial loading shall be defined as loading any amount of materials that exceed a total weight of 500 lbs. Commercial Loading at the Load and Launch Ramp shall be subject to the same use, application of fees, and charges as the Beaches and Barge Ramp. See Rule 37 Beaches and Barge Ramp Section 37.01 Use, 37.02 Application of Fees, and Section 37.03 Charges.

To avoid congestion at the Load and Launch Ramp during peak months, load and launch activities will be prioritized and commercial loading at the load and launch ramp will be restricted to the evening hours of 6pm to 6am from Memorial Day to Labor Day. Any commercial loading, not pre-approved by the Port Director that occurs during the hours of 6am to 6pm from Memorial Day to Labor Day will be prohibited and violators will be charged a penalty per occurrence. (for fee reference Appendix A Fee Schedule)

RULE 35 – UPLAND STORAGE

35.01. **APPLICATION** – Upland storage area is primarily for fishing related gear and cargo laydown. No vehicle or boat trailers may be placed on the upland storage area without prior permission of the Port Director.

35.02. **AVAILABLE SPACE** – The City of Homer may make available a limited area of land for gear storage on a first-come, first-serve basis. All storage assignments must be approved by the Port Director or their designee. Storage lots are a minimum of 1,000 square feet

35.03. **RATE PERIODS** – Charges shall be based on type of storage required, gear or equipment. Provided wharfage fees have been generated, No charge for storage shall be ~~generated~~ implemented for free time of 3 days or less. Storage time beyond 7 days shall generate a full, one month charge. There are no prorated daily fees for storage. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months. Less than one month's storage will be charged for the full month. The Port Director may negotiate storage contracts for six months or longer.

35.04. **RATES** – Fees for general storage can be found in Appendix A Fee Schedule.

35.05. **ARRANGEMENTS FOR STORAGE** – Arrangements must be made in advance for the use of storage lots with the Port Director. Use of storage lots will be on a month to month basis. No prorated daily rates are allowed. Storage lot fees will be billed out to the renter until agreement is cancelled and lot is returned clean with all personal items removed. Unauthorized storage of gear is prohibited. Unauthorized stored gear or equipment may be removed by the Port Director at the owner's expense, may be subject to fines or may be billed out at the daily demurrage rate set by the Port Director.



35.06. IMPROPER ARRANGEMENTS – Equipment and materials stored without proper registration and advance payment will be charged according to storage fees or at demurrage rates at the Port Director's discretion.

RULE 36 – BOAT TRAILER STORAGE

36.01. SHORT TERM STORAGE – Short term storage of boat trailers not to exceed 7 days will be provided on a space available basis at no charge.

36.02. LONG TERM STORAGE – Long term storage rates for boat trailers (8 or more days) is available in a designated lot on a per month basis. Current rates for long term trailer storage can be found in Appendix A Fee Schedule. This storage is for trailers only, no boats on trailers or attached vehicles.

RULE 37 –

37.01. USE – The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Port Director. At the Port Director's discretion, reasonable restrictions may be placed on the use of the beach and barge ramp. Congestion, risk of loss of public or private property and public safety and/or response may result in restrictions. A beach use agreement will be filled out and signed by the user and Port Director prior to each use of the beach. BEACHES AND BARGE RAMP The city of Homer is the titled owner of the tidelands immediately adjacent to the Homer Spit and extending to the city boundaries.

37.01 (b) Any vessel over 50' in length will have priority use of the small boat harbor barge ramp facility and, depending on need, may be required to schedule use in order to avoid conflicts. All other users must work around the priority vessel use and schedule.

Any vessel going dry on the barge ramp, and thereby causing blockage or restricted access to the ramp, without permission/approval of the Port Director's office, shall be charged a penalty per tide cycle.

37.02. APPLICATION OF FEES – The Port Director shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp. The rate per linear foot for all vessels is per day and can be found in Appendix A Fee Schedule. Charges for extended beach or barge ramp use may be adjusted by the Port Director under appropriate circumstance. Additionally, an annual pass covering from January 1 to December 31 of each year is available for vessels less than or equal to 50' at the following rate:

Annual Pass for vessels $\leq 50'$ = (single landing + wharfage) x10



37.03. CHARGES – Wharfage rates shall ~~also~~ apply for the beaches and barge ramp. Charges for extended beach or barge ramp use may be adjusted by the Port Director under appropriate circumstances. A flat rate fee of one ton wharfage per landing will be applied to vessels under or equal to 36' using the beaches or barge ramp. Vessels from 37' to 50' using the beaches or barge ramp will be charged a flat rate of two tons wharfage per landing. Vessels over 50' are required to report and pay for wharfage monthly at the tariffed rate. See Wharfage, Section I, Rule 13.

37.04. DAMAGE – The user of any beach area or barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by Harbor staff. The costs incurred by the Harbor staff will be fully charged to the beach user at the current Labor rate for the Harbor staff on a per hour basis.

RULE 38 – MARINE REPAIR FACILITY

38.01. HOMER MARINE REPAIR FACILITY – Facility can be utilized by vessels after approval by the Port Director. **This facility is dedicated to large shallow draft vessels that, because of either overall size or displacement tonnage, are unable to utilize other local commercial haul-out facilities. No small boats, trailered boats, or unauthorized vessels are allowed at the Marine Repair facility.** A completed User Agreement, **Beach Use Agreement**, an approved Work Plan, proof of insurance and proof of ownership are all required before facility use. **The Port Director or their designee must approve all vessel haul-out and beach landings prior to arrival. Failure to comply with the rules and best management practices or the vessel's approved haul-out plan will constitute an immediate stop work order by the Port Director. A Stop Work order means: all vessel and vendor personnel and all related work will cease until the condition for the stop work order is remedied and the Port Director or their designee has removed the Stop Work directive.**

The season for use of the Homer Marine Repair Facility is from September to May. Permission for use in June, July, or August may be granted by the Port Director under special circumstances. Complete information can be found in the City of Homer Marine Repair Facility Policies and Best Management Practices document.

38.02. FEES

- a. UPLAND DRY DOCKAGE FOOTPRINT CALCULATION – Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot perimeter on all sides. If additional equipment is on site, it will be added to the total square footage.
- b. UPLAND DRY DOCKAGE USE FEE PER MONTH will be rated with consideration to whether annual moorage, transient moorage, or no moorage is currently in effect for the vessel being hauled out/stored.
- c. c. ADMINISTRATION FEE – per month of Dry Dockage uplands usage
- d. d. BEACH LANDING FEE – per calendar day
- e. e. VENDOR FEE – per calendar year
- f. f. HARBOR LABOR FEE per hour
- g. g. Current rates and fee costs can be found listed in Appendix A Fee Schedule.



RULE 39 – FISH DISPOSAL / GRINDING AND FEES

39.01. FISH GRINDING AND FEE – The City owns a regulated fish disposal system that grinds and flushes fish waste through an outfall line. In addition to grinding sport caught fish carcasses collected at the fish cleaning tables, the City's fish disposal system can facilitate disposal of fish waste generated from commercial enterprises who shall self-report their fish carcasses brought to the facility.

a. The rates for commercial enterprises are calculated per tote (approximately 1,000 lbs.) and per tub (approximately 100 lbs.). Current Rates can be found listed in Appendix A Fee Schedule.

b. For off-site Fish Processers discharging effluent using the City's Outfall Line connection directly from the fish disposal system at their processing facility there is a one-time connection fee. Processor has the option to pay the connection charge in five equal annual installments plus 7.5% interest. Additionally, there shall be an annual operation and maintenance fee. Rates and fees for connection to the outfall line can be found in Appendix A Fee Schedule.



APPENDIX A- FEE SCHEDULE

The Port Director has authority to protect rates against inflation, raising them by a calculated percentage using the Consumer Price Index –Urban Alaska/Anchorage table, at the Port Director's discretion and with City Council's approval.

PORT & HARBOR FEES

Effective 1/1/2023

Please add 7.85% sales tax to fees unless otherwise noted

FISH DOCK

Note: Vessels left unattended at Fish Dock or obstructing access will be charged \$150.00 per hour

- Fish Dock use permit: \$5.00 per issuance
- Special Terminal use permit: \$200 per issuance
- Annual Crane Card: \$52.00 w/signed Authorization Agreement
- Crane Card Replacement: \$5.00 per card replaced
- Cranes:

0 - 15 minutes	\$22.66	<u>Crane Capacity</u> :
16 - 30 minutes	\$45.32	2½ ton #1, #3, #4, #5, #6, #8
31 - 45 minutes	\$67.98	5 ton #2, #7
46 - 60 minutes	\$90.64	

- Ice:

Accumulated throughout year. Accounts reviewed each December for rate adjustment based on previous year's actual tons of ice purchased.)	
0>100 tons—	\$130.90 per ton
101>300 tons—	\$128.00 per ton
301>500 tons—	\$124.00 per ton
501>700 tons—	\$121.00 per ton
701>1000 tons—	\$118.00 per ton
Over 1001 tons—	\$115.00 per ton

After hours call out for Ice delivery = \$250.00 fee per call out

- Seafood Wharfage: \$4.76 per ton of seafood/fish product across the dock, regardless of species
- Ice/Non Fish Wharfage: \$14.50/ton, Includes ice not purchased from City & transferred Freight NOS over Fish Dock
- Community Fish Grinder: \$5 per tub (approx. 100lbs), \$30 per tote (approx. 1,000lbs); processing plant connection fee to outfall line \$7,000 (can be in 5 annual installments plus 7.5% interest); Annual outfall connection maintenance fee \$2,400.
- Cold Storage:
 - Lockers #2 – 8 (8' x 10') \$334.75 per month
 - Locker #9 (10' x 22') \$920.90 per month
 - Inspections \$50.00 per hour

**HARBOR**

- Harbor Labor: ~~\$102.00~~ per hour, plus equipment and direct costs (towing)
\$51.00/half hour minimum
- Pumps: \$40.79/day for electric pump
\$69.97/hour for gas pump, minimum charge of one hour. Includes attendant time
- Tow: Skiff with operator ½ hour ~~\$68.00~~; skiff with operator 1 hour ~~\$102.00~~
- Load & Launch Ramp: (Fees are inclusive of sales tax)
\$20 per day - (\$13.00 launch fee plus a \$7 parking impact levy for a total of \$20)
\$200 per season (April 1 – Oct. 15) - (\$130.00 launch fee plus a \$70 parking impact levy = \$200)
\$20.00 per hour for unattended vessel/blocking ramps
\$100 penalty for commercial loading @ L&L ramp during peak hours between 6am-6pm
- Insufficient Funds: **\$50 insufficient funds check fee**

GRIDS

first tide

Required: moorage agreement, grid utilization form, schedule, & pay in advance for

- Wood: Max. 59 feet
0-59 feet \$1.05/ft/tide
- Steel: Max. 200 displacement tons - vessels 60 ft. to 120 ft

60-80 feet	\$2.55/ft/tide	101-120 feet	\$3.82/ft/tide
81-100 feet	\$3.25/ft/tide	121-140 feet	\$4.24/ft/tide

STALL WAIT LIST

Stalls are offered once a year, mid-October

- Stall Wait List: \$30.00 per year per listing; prorated fee to the May Stall Wait List due date
- Stall Swap Request: \$25.00 per request

ELECTRICITY

public utility

Billing cycle is the 16th to the 15th of each month; Kilowatt cost determined by

- Daily/Flat Rate:

110v	\$10.20/calendar day (monthly rate after 15 days)
208v/single phase	\$20.12/calendar day (monthly rate after 17 days)
208v/3 phase	\$45.20/calendar day (monthly rate after 7 consecutive days)
- Monthly Rate:

110v	\$152.67
208v/single phase	\$341.70
208v/3 phase & 480v	\$28.80 + electrical usage charge per kilowatt
- Metered Reserved Stalls: \$23.95/month + electrical usage charge per kilowatt
Vacancy notification waiver available w/ ~~\$28.80 connect/disconnect fee~~
- Winter Power: \$28.80 connect/disconnect fee + \$28.80/month + electrical usage charge per kilowatt

Available October 16 – April 15 with signed application

Note: A transient vessel connected to power April 16 - October 15 will be charged the daily rate. If a transient vessel



consumes more electricity than would be covered by these flat rates, then such transient vessel shall be charged for the actual consumption. Charges for kilowatts may be adjusted without advance notice.

PORT

- Barge Ramp/Beach Use: 01' - 36' = \$1.50 per ft based on length overall of vessel + 1 ton wharfage (\$5.14)
 37' - 49' = \$1.50 per ft based on length overall of vessel + 2 tons wharfage (\$10.28)
 50'± = \$1.50 per ft based on length overall of vessel (+ wharfage as reported)
 Annual Pass (Jan 1-Dec 31) for vessels ≤ 36' = (landing + 1 ton wharfage) x 10
 Annual Pass (Jan 1-Dec 31) for vessels 37' to 49' = (landing + 2 tons wharfage) x 10
 Penalty for going dry on barge ramp/causing restricted access- \$150 per tide

0' to 100'	\$338.00	451' to 475'	\$1,604.00	651' to 675'	\$3,917.00	cycle
101' to 200'	\$506.00	476' to 500'	\$1,762.00	676' to 700'	\$4,420.00	• -
201' to 300'	\$788.00	501' to 525'	\$1,996.00	701' to 725'	\$5,119.00	
301' to 350'	\$1,005.00	526' to 550'	\$2,154.00	726' to 750'	\$5,858.00	
351' to 375'	\$1,098.00	551' to 575'	\$2,334.00	751' to 775'	\$6,644.00	
376' to 400'	\$1,206.00	576' to 600'	\$2,582.00	776' to 800'	\$7,459.00	
401' to 425'	\$1,337.00	601' to 625'	\$2,957.00			
426' to 450'	\$1,490.00	626' to 650'	\$3,443.00			

Dockage:

Note: These charges are applicable to all berthing locations on the Deep Water Dock and Pioneer Dock

- \$ 963.06 Cruise Ship Service Charge

- \$52.00 Dockage Service Charge

- Lightering Fee \$1,500, plus \$6.00 per passenger

- Passenger wharfage fee (non-regulated) \$0.00 per passenger

- Passenger wharfage fee (regulated) \$0.00 per passenger

(lightering fees and passenger wharfage fees shall be calculated by full passenger manifest regardless of how many passengers disembark)

- Storage:

Open areas, fishing gear \$.12 per square foot/month

Open areas, non-fishing gear \$.17 square foot/month

Fenced storage yard \$0.22/sq ft/month

Deck Shelter Storage- prearranged \$35/per month

Demurrage - \$.09 per sq ft per day

(Haul- Out Facility)

Upland Dry Dockage for vessel w/annual moorage=\$.17 per sq ft/month

Upland Dry Dockage for vessel w/transient moorage = \$.20 per sq ft/month



Port of Homer Terminal Tariff No. 1

Section IV: Small Boat Harbor & Upland Facilities

Upland Dry Dockage for vessel w/ no moorage= \$.25 per sq ft/month

Dry Dockage admin fee \$50

Haul Out facility Vendor Fee \$150

- Water: \$38.81 per 1,000 gal. – minimum 5,000 gals
Scheduled delivery – \$102.00 connect/disconnect
Unscheduled delivery – \$139.32 connect/disconnect
- Wharfage: \$5.14/ton wharfage on N.O.S. Freight (Not Otherwise Specified) for the Barge Ramp
& Beach
\$7.96/ton wharfage on N.O.S. Freight for the Deep Water Dock & Pioneer Dock

Except as otherwise specifically provided, rates are in U.S. dollars (USD) per short ton of 2000 lbs. or per 32 cubic foot. Short ton =0.907185 metric tons (mt)

COMMODITY	WHARFAGE RATE (\$USD)
Aggregate (Gravel, stone, minerals)	\$1.00 per short ton/\$1.10 per mt
Agricultural Products (Grains, corn, legumes, etc.)	\$3.50 per short ton/\$3.86 per mt
Containerized Cargo	\$8.00 per short ton/\$8.82 per mt
Freight N.O.S. (Pioneer/Deep Water Docks) 1 ≥100 Short tons	\$7.96 per short ton/\$8.77 per mt
Freight N.O.S. (Pioneer/Deep Water Docks) 101 ≥ 1,000 Short Tons	\$6.00 per short ton/\$6.61 per mt
Freight N.O.S. (Pioneer/Deep Water Docks) 1,001 ≥ 10,000 Short Tons 10,000 + Short Tons	\$5.00 per short ton/\$5.51 per mt \$4.50 per short ton/\$4.96 per mt
Freight N.O.S. (Barge Ramp and Beach)	\$5.14 per short ton/ \$5.67 per mt
Freight N.O.S. (Fish Dock) ICE Fish Dock	\$14.50 per short ton/ 15.98 per mt \$14.50 per short ton/ 15.98 per mt
Hazardous materials, as established by Dept of Transportation materials commodity List. At location designated for loading, unloading or staging by USCG permit	\$8.00 per ton /Min. 1 ton
Livestock (horses, mules, cattle, hogs, sheep, goats, fowl)	\$10.12 per head
Petroleum	\$0.84 per barrel/\$0.02 per gallon
Poles, Logs, cant or cut	\$3.95 per thousand board feet
Seafood/Fish Products (regardless of species) (all docks)	\$4.76 per short ton/\$5.24 per mt



• <u>Disposal</u>	Oil	\$3.35 \$5.00/gallon
	Used Antifreeze	\$8.00/gallon
	Oily Water/Bilge Slop	\$5.00 \$6.00/gal delivered in drums

PARKING

- Fee pay day use parking:

Day Use Fee Parking	\$10 per calendar day
Seasonal permits for day use parking	\$250. \$150
Monthly permits for day use parking	\$100.
- Long term parking:

Annual parking permit	\$200 \$150
Monthly parking permit >20ft	\$70
Monthly parking permit <20ft	\$85
Weekly parking permit >20ft	\$25
Weekly parking permit <20ft	\$35
Trailer parking (no boat)	\$7 per linear ft./month
Parking Citation	\$25 per citation
Failure to pay parking citation	\$25 for each month past due

* Parking permits refer to vehicles unless otherwise specified as “trailer”. Citations specific to long term parking overstay shall be limited to \$250 per calendar year, with \$200 of the fine credited toward an annual permit if applicable

MOORAGE

Note: Mooring charges commence when a vessel is made fast to a wharf, pier, harbor float or other facility. A vessel moored between 12:01 a.m. and 10:00 a.m. shall be charged a full day’s moorage.

- Reserved: $[\$63.41 + (\text{LOA} \times \$0.05)] \times \text{LOA}$, plus a \$50.00 administrative fee. (\$.05/ft caps at 86’)
 - Annual Transient: $[\$63.41 + (\text{LOA} \times \$0.05)] \times \text{LOA}$, plus a \$50.00 administrative fee. (\$.05/ft caps at 86’)
 - Semi-Annual Transient: $[\$42.48 + (\text{LOA} \times \$0.05)] \times \text{LOA}$, plus \$33.50 administrative fee (\$.05/ft caps at 86’)
 - Monthly Transient: $[\$10.78 + (\text{LOA} \times \$0.05)] \times \text{LOA}$, plus \$8.50 administrative fee (\$.05/ft caps at 86’)
- *Vessels that properly register and prepay moorage may deduct \$0.50/foot/month**
- Daily: $[\$1.90 + (\text{LOA} \times \$0.05)] \times \text{LOA}$, plus \$1.50 administrative fee (\$.05/ft caps at 86’)
- *Vessels that properly register and prepay moorage may deduct \$5.00/day**

CITY OF HOMER, PORT & HARBOR DEPARTMENT

VESSEL MOORAGE AGREEMENT

Vessel Name: _____ Make: _____ ☐ Power ☐ Sail

Numbers: DOC-AK-HN: _____ ADF&G: _____

Length Overall: _____ Beam: _____ Draft: _____ Gross Tons: _____ Keel Width: _____

Hull Color: _____ House Color: _____ Hull Material: _____

Primary ☐ Commercial Tow ☐ Commercial Fish ☐ Pleasure ☐ Other ☐ Gas
Use Only: ☐ Commercial Freight ☐ Charter ☐ Passenger _____ ☐ Diesel

Hailing Port: _____ Port of Registry: _____

Radio Call Signs & Channels: VHF _____ SSB _____ CB _____

☐ Life Rafts Life Saving Equipment: _____

Owner: _____ SSN (optional): _____

Dr. Lic. #: _____ State of Issue: _____ Fed. Tax ID: _____

Phone: Home: _____ Work: _____ Cell Phone: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____

Operator: _____ Lessee: _____ SSN (optional): _____

Dr. Lic. #: _____ State of Issue: _____ Telephone: _____

Phone: _____ Cell Phone: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

How to Reach in an Emergency: _____

Local Caretaker or Contact: _____

(Signature required on bottom of other side)

City Use Only

<u>Transient</u>	<u>Reserved</u>
	Acct #: _____ Stall: _____
	Name: _____
	Anniv. Date: _____



CITY OF HOMER, PORT & HARBOR – SMALL BOAT HARBOR VESSEL MOORAGE AGREEMENT

4350 Homer Spit Road, Homer, Alaska 99603

907/235-3160 (phone) 907/235-3152 (fax)

<http://port.ci.homer.ak.us> (website)

TERMS AND CONDITIONS OF VESSEL MOORAGE AGREEMENT

This agreement, including the reverse side (Attachment A), is between the City of Homer, Alaska ("City") and the vessel owner or operator, ("Owner"). City and Owner agree as follows:

1. **Moorage Space:** City grants to Owner permission for the vessel designated on Attachment A only (the "Vessel") to occupy moorage space, subject to these terms and conditions. If this agreement provides for assignment of a reserved stall to Owner, Owner shall have the right only to preferential use of such assigned stall, and the City shall have the discretion to change any stall assignment, allow other boats to occupy such stall at any time that the Vessel is absent from such stall, and Owner is entitled to no refund or reduction in the moorage fee or other charges provided herein. If the moorage status designated herein is transient, Owner is not assigned any stall on a preferential or indefinite basis, and agrees that City has the right in its discretion to move, or to require Owner to move, its Vessel to any stall or other location at any time and for any purpose.

2. **Fees and Charges:** Owner agrees to pay when due current moorage fees and other charges, together with any accrued interest or surcharges, as may be established by the Harbor Tariff. All delinquent fees and charges become a lien on the Vessel and its gear and equipment. The City reserves the right to change the moorage fees and other charges, including advanced deposits, at any time during the term of this agreement, and Owner agrees to pay such increased fees and charges as of their effective date. If this agreement provides for assignment of a reserved stall, moorage fees shall be paid annually on the date provided herein, without any prior billing or notice, and are considered delinquent thereafter. Any deposits may be applied to accounts 30 days overdue. Reductions in the moorage fee due to an amended moorage agreement are not retroactive and Owner is not entitled to any adjustment of the moorage fees already due or paid.

3. **Compliance with Laws and Regulations:** Owner agrees to comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Harbormaster. For reserved stall holders, Owner further agrees to notify Harbormaster whenever Vessel shall be absent from its moorage for more than five days and 24 hours or more prior to re-entry. Owner hereby grants City, its employees, and agents access to the Vessel for purposes of inspection for compliance with this agreement, movement of the Vessel to prevent or protect against any casualty or potential hazard. City does not assume any responsibility to take such action or for damage to the Vessel, its equipment, or contents by taking any such action.

4. **No Sale or Assignment of Moorage Space:** Owner acquires no property or ownership rights by virtue of this agreement, and Owner's rights under this agreement are not transferable to any other person or entity. Owner may not use any moorage space for any boat other than the Vessel without express City authorization by means of an amendment to this agreement: Owner shall notify City within fifteen (15) days of any sale or transfer of the Vessel, and provide the name and mailing address of the purchaser or transferee. Owner shall remain responsible for fees and charges incurred during the term of this agreement, despite any transfer of rights in the vessel.

5. **Termination:** The City shall have the right to terminate this agreement summarily by giving notice in the event of any violation of the agreement, including but not limited to failure to comply with applicable laws, regulations, or rules. The remedy in this paragraph is in addition to and not in lieu of any other remedies which the City may have in this agreement by statute, City ordinance, or otherwise.

6. **City's Right to Remove or Impound:** City shall have the right to remove the Vessel from the Harbor at the Owner's risk and expense, and/or impound and sell at public auction or dispose of the Vessel, its equipment, and furnishings in any circumstances where such action is provided for in City ordinances or upon termination of this agreement. Removal or impounding of vessels shall be subject to the procedures contained in Section 10.04 of the Homer City Code. Without limiting the foregoing, in the event the moorage fees or any other charges which have accrued in favor of City become more than thirty (30) days past due, City has the right to impound the Vessel, its tackle, fixtures, equipment and furnishings, and pursuant to notice, auction, sell or dispose of the same unless all charges then owing and any charges accruing thereafter (including interest charges and administrative fees as established by the City and available for review at the City office or harbor) have been timely and fully paid.

7. **WAIVER OF RESPONSIBILITY AND INDEMNITY:** (1) It is mutually agreed that City does not accept the Vessel for storage and shall not be liable or responsible in any manner at any time for its safekeeping. City has no obligation or duty to provide services to the Vessel to protect it from damage. If City, in its sole discretion, provides services, repairs, or salvage to the Vessel for its protection, Owner agrees to pay charges at the rates provided for in City ordinances. It is further agreed that City will not be liable or responsible for taking such actions or for any personal injuries or damage to property suffered by Owner or his agents or invitees arising from any cause upon harbor facilities, or any premises adjacent thereto. (2) Owner agrees to defend, indemnify, and hold City, its employees, agents and representatives harmless from any claims, demands, loss, damage, expense of any kind (including, but not limited to claims for personal injury, death, environmental pollution, property damages or employee liability) ("Claim") arising out of, resulting from, or in any way connected with this agreement or the use of the Harbor or its facilities hereunder by Owner, his agents, invitees, passengers or employees; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises ONLY out of the sole negligence or intentional misconduct of the City.

8. **Term:** This agreement shall become effective on the date stated herein and shall remain in force until terminated by either party after thirty (30) days' written notice or by City pursuant to paragraph 5. If the moorage status is designated herein as transient, the agreement shall expire automatically on the designated expiration date, unless expressly renewed and advance payment of all fees has been made. If the Vessel remains in the Harbor after termination or automatic expiration, Owner shall pay daily transient fees, and no refund or credit shall be granted for fees paid at a higher rate if an agreement is later executed by Owner providing for a lower rate.

9. **Notice:** Billings and notices will be mailed to Owner at the address indicated herein, unless Owner has given Harbormaster's office written notice of change. Billings and notices shall be deemed delivered on the date upon which City deposits such in the United States mail, with proper postage, addressed to Owner at the address indicated herein or at the latest billing address of which Owner has provided Harbormaster's office written notice. The names and address provided on this agreement and on Attachment A are subject to public disclosure.

10. **Insurance:** All vessel owners shall maintain in effect during the term of this moorage agreement, liability insurance covering vessel owner's employees, invitees, guests, or passengers and covering damages or potential damage that may be caused to other vessels and/or facilities by the operation of the vessel. If the vessel carries passengers for hire, the liability insurance shall cover bodily injury, including death, in an amount not less than \$100,000 per person, \$300,000 combined single limit per occurrence (including property damage) and vessel owner shall have the City of Homer named as an additional insured with waiver of subrogation on any policy of liability insurance.

11. **Underway Policy:** On at least two days in each calendar year, separated by at least 60 days, a vessel moored in the Homer harbor shall depart under its own power from the Homer harbor and travel beyond the one quarter mile turning basin of the Pioneer and Deep Water Docks before returning under the vessel's own power to the Homer harbor. The moorage charge for a vessel that fails to comply with this requirement shall be increased by 50% commencing at the time the vessel fails to comply and continuing during the period of non-compliance.

12. **Entire Agreement-Applicable Law:** This constitutes the entire agreement between the parties. No modification or amendments of this agreement shall be valid unless evidenced in writing and signed by both parties. This agreement shall be governed by the laws of the State of Alaska.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM AN OWNER OR OPERATOR OF THE VESSEL DESCRIBED ON ATTACHMENT A, AND THAT I AM PERSONALLY RESPONSIBLE FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: _____

Date: _____

Printed Name: _____