



# Petersburg Borough

12 South Nordic Drive  
Petersburg, AK 99833

## Meeting Agenda Borough Assembly Regular Meeting

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Monday, May 19, 2025

6:00 PM

Assembly Chambers

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You are invited to a Zoom webinar!  
When: May 19, 2025 06:00 PM Alaska  
Topic: 5.19.2025 Regular Assembly Meeting  
Join from PC, Mac, iPad, or Android:

<https://petersburgak-gov.zoom.us/j/81310281002?pwd=rYpNXKwy60ksPYK9dab1nQsQmhbiGa.1>

Passcode: 159762  
Join via audio: (720) 707-2699 or (253) 215-8782  
Webinar ID: 813 1028 1002  
Passcode: 159762

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Approval of Minutes**
  - A. **May 5, 2025 Assembly Meeting Minutes**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings**
  - A. Public Hearing for Ordinance #2025-05: An Ordinance for Accepting the FY 2026 Budget**

Any public testimony regarding Ordinance #2025-05 should be given during this public hearing. A copy of Ordinance #2025-05 may be found under agenda item 14A.
6. **Bid Awards**
7. **Persons to be Heard Related to Agenda**

*Persons wishing to share their views on any item on today's agenda may do so at this time.*
8. **Persons to be Heard Unrelated to Agenda**

*Persons with views on subjects not on today's agenda may share those views at this time.*
9. **Boards, Commission and Committee Reports**

## 10. Consent Agenda

### **A. Elks Lodge Club License**

The Elks Lodge has applied with the Alcohol & Marijuana Control Office (AMCO) to renew their Club Alcohol license. AMCO has determined the application to be complete. A local governing body may protest the renewal within 60 days of the notice of filing the application.

## 11. Report of Other Officers

## 12. Mayor's Report

### **A. May 19, 2025 Mayor's Report**

## 13. Manager's Report

There is no written report from the Manager.

## 14. Unfinished Business

### **A. Ordinance #2025-05: An Ordinance of the Petersburg Borough Adopting the Budget for the Fiscal Year July 1, 2025 through June 30, 2026 - Second Reading**

The Assembly will consider the second reading of Ordinance #2025-05, which will set the Borough budget for FY 2026. A copy of the budget can be found at: [proposed\\_fy26\\_budget.pdf](#)

## 15. New Business

### **A. Ordinance #2025-06: An Ordinance Amending Section 4.28.130 of the Petersburg Municipal Code Relating to the Sales Tax Exemption for Seniors to Limit the Exemption to Low-Income Seniors, and Directing that the Proposed Amendment be Submitted to the Qualified Voters of the Borough**

If approved in three readings, Ordinance #2025-06 will amend Section 4.28.130 of the Municipal Code to limit the sales tax exemption to low-income seniors and directing that the proposed amendment be submitted to the qualified voters of the Borough.

### **B. Ordinance #2025-07: An Ordinance Updating Chapter 14.16 of the Municipal Code, Entitled "Electric Utility"**

If adopted in three readings, Ordinance #2025-07 will update the Electric Utility Code and increase customer charges and electric rates.

### **C. Ordinance #2025-08: An Ordinance Updating Chapter 14.04.420 of the Municipal Code, Entitled "Water Rate Schedule and Fees"**

If adopted in three readings, Ordinance #2025-08 will increase water rates per the rate schedule in the attached table. An annual rate review indicates that these increases are needed to keep up with increased costs to the Borough.

**D. Ordinance #2025-09: An Ordinance Updating Chapter 14.08.320 of the Municipal Code, Entitled “Sewer Collection Rates”**

If adopted in three readings, Ordinance #2025-09 will increase sewer collection rates over the next five years. An annual rate review of the utility indicates these increases are needed to keep up with increased costs to the Borough.

**E. Ordinance #2025-10: An Ordinance Adding “Section N - Marine Passenger Ship Refuse” to Chapter 14.12.140, Entitled "Rates for Refuse Collection"**

If adopted in three readings, Ordinance #2025-10 will add "Section N – Marine Passenger Ship Refuse" to allow for fees for providing sanitation services to marine passenger ships.

**F. Resolution #2025-10: A Resolution Approving the Lease of a Borough Parcel, Described as Lot 4A, Block 222, Skylark II Subdivision, Plat #90-14 (Parcel Id #01-010-737), To Nordic Real Estate, LLC**

If approved, Resolution #2025-10 authorizes the lease of Parcel ID #01-010-737 by lease agreement to Nordic Real Estate, LLC, subject to all terms and conditions set forth in this Resolution and in the Lease Agreement, attached hereto as Exhibit A.

**16. Communications**

**A. Communications Received Since May 1, 2025**

**17. Assembly Discussion Items**

**A. Assembly Member Comments**

**B. Recognitions**

**18. Adjourn**



# Petersburg Borough

12 South Nordic Drive  
Petersburg, AK 99833

## Meeting Minutes Borough Assembly Regular Meeting

Monday, May 05, 2025

12:00 PM

Assembly Chambers

### 1. Call To Order/Roll Call

The meeting was called to order by Mayor Jensen at 12:00 noon.

#### PRESENT

Mayor Mark Jensen  
Vice Mayor Donna Marsh  
Assembly Member Bob Lynn  
Assembly Member Scott Newman  
Assembly Member Rob Schwartz  
Assembly Member Jeigh Stanton Gregor  
Assembly Member James Valentine

### 2. Voluntary Pledge of Allegiance

The Pledge was recited.

### 3. Approval of Minutes

The minutes of the April 21, 2025 meeting were approved as submitted.

Motion made by Assembly Member Lynn, Seconded by Vice Mayor Marsh.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

### 4. Amendment and Approval of Meeting Agenda

A motion was made to move agenda item 15E, Rate Study, to Report of Other Officers, 11C. The agenda was unanimously approved as amended.

Motion made by Assembly Member Stanton Gregor, Seconded by Assembly Member Lynn.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

### 5. Public Hearings

There were no public hearings.

## **6. Bid Awards**

There were no bid awards.

## **7. Persons to be Heard Related to Agenda**

*Persons wishing to share their views on any item on today's agenda may do so at this time.*

Tom Abbott, representing KFSK, thanked the Assembly for adding KFSK to the FY 2026 budget.

## **8. Persons to be Heard Unrelated to Agenda**

*Persons with views on subjects not on today's agenda may share those views at this time.*

Brandon Allison, representing himself, spoke about the parking enforcement at Papkes and of his experience with working to arrange for pumping the septic tank at his lodge.

## **9. Boards, Commission and Committee Reports**

There were no reports.

## **10. Consent Agenda**

There were no consent agenda items.

## **11. Report of Other Officers**

### **A. Petersburg Medical Center**

PMC CEO Hofstetter provided a written report to the Assembly on Medical Center activities

### **B. US Forest Service**

District Ranger Case provided an update on Forest Service activities.

### **C. Waterworth Rate Study**

Aryan Chawla from Waterworth presented the results of Waterworth's rate study for the Borough's wastewater and electric funds.

## **12. Mayor's Report**

### **A. May 5, 2025 Mayor's Report**

Mayor Jensen read his report into the record.

## **13. Manager's Report**

### **A. May 5, 2025 Manager's Report**

Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

#### 14. Unfinished Business

##### A. Ordinance #2025-03: An Ordinance Adjusting the FY 2025 Budget for Known Changes - Third and Final Reading

The FY25 budget policy document states that the Borough will designate 50% of the of the previous year's annual General Fund surplus into the Property Development Fund for the purpose of financing major capital maintenance and repairs in any year where the General Fund undesignated fund balance is within the target range of established policy levels. This ordinance transfers \$292,314 from the General Fund to the Property Development Fund and adds to the FY25 Borough supplemental budget a revenue and expense line item for \$3,557,800 into Fund 762 - Public School Projects.

By unanimous Roll Call vote, Ordinance #2025-03, was unanimously approved in its third and final reading.

Motion made by Assembly Member Lynn, Seconded by Vice Mayor Marsh.  
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

##### B. Ordinance #2025-04: An Ordinance Amending Chapter 19, Zoning, of the Petersburg Municipal Code to Establish Overlay Zones within Municipal Zoning Regulations, and to Create a Marine Industrial Overlay Zone - Third and Final Reading

By unanimous Roll Call vote, Ordinance #2025-04, was unanimously approved in its third and final reading.

Motion made by Vice Mayor Marsh, Seconded by Assembly Member Stanton Gregor.  
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

#### 15. New Business

##### A. Ordinance #2025-05: An Ordinance of the Petersburg Borough Adopting the Budget for the Fiscal Year July 1, 2025 through June 30, 2026

By unanimous Roll Call vote, Ordinance #2025-05, adopting the Budget for FY 2026, was unanimously approved in its first reading.

Motion made by Assembly Member Stanton Gregor, Seconded by Vice Mayor Marsh.  
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

**B. Resolution #2025-09: A Resolution Adopting an Updated Local Government Model General Administrative Records Retention and Disposition Schedule for the Petersburg Borough**

By unanimous Roll Call vote, Resolution #2025-09, to adopt the updated retention schedule, was approved.

Motion made by Assembly Member Lynn, Seconded by Assembly Member Newman. Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

**C. American Cruise Lines Lease Application**

By unanimous roll call vote, the Assembly approved the American Cruise Lines lease application to lease Borough owned tidelands southwest of parcel 01-008-220, be referred to both the Harbor Board and the Planning Commission (with a required public hearing), and then to the Assembly for another public hearing and further consideration.

Motion made by Assembly Member Valentine, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

**D. PVFD Association Request for a Lighted Sign**

The Assembly unanimously approved the Petersburg Volunteer Fire Department to install, at their expense, a lighted sign in front of the Fire Department. The sign will provide notice to the community about department events and will be used to recruit new volunteers.

Motion made by Vice Mayor Marsh, Seconded by Assembly Member Valentine.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

**16. Communications**

**A. Correspondence Received Since April 17, 2025**

**17. Assembly Discussion Items**

**A. Assembly Member Comments**

There were no Assembly Member comments.

**B. Recognitions**

Member Stanton Gregor recognized Rick Brock for his many years of teaching and coaching.

Member Valentine thanked everyone who works at the school and all of the coaches.

Member Marsh thanked Finance Director Tow and the department heads for their work on preparing the FY 2026 budget.

## **18. Executive Session**

A motion was made at 2:20 p.m. to adjourn to Executive Session to discuss with members of the Borough negotiating team the status of the wage negotiations in the labor agreement between the Borough and IBEW, including the parties' proposals. The Assembly came out of executive session at 2:47 p.m. and reconvened regular session.

Motion made by Assembly Member Newman, Seconded by Vice Mayor Marsh.  
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

## **19. Ratification of the International Brotherhood of Electrical Workers Local 1547, Collective Bargaining Agreement for July 1, 2025 through June 30, 2027**

By unanimous roll call vote, the IBEW CBA was approved and will be effective through June 30, 2027.

Motion made by Assembly Member Stanton Gregor, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine

## **20. Adjourn**

The meeting was adjourned at 2:48 pm.

Motion made by Assembly Member Stanton Gregor, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Lynn, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor, Assembly Member Valentine



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

May 7, 2025

From: [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov); [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov);

Licensee: BPO Elks Lodge #1615

DBA: BPO Elks Lodge #1615

VIA email: elks1615@gmail.com;

CC: None

Local Government 1: Petersburg

Local Government 2: Petersburg Borough

Via Email: [dthompson@petersburgak.gov](mailto:dthompson@petersburgak.gov); [bregula@petersburgak.gov](mailto:bregula@petersburgak.gov);

Community Council: n/a

Via Email: n/a

Re: Club License #362 Combined Renewal Notice for 2025/2026 Renewal Cycle

<b>License Number:</b>	#362
<b>License Type:</b>	Club
<b>Licensee:</b>	BPO Elks Lodge #1615
<b>Doing Business As:</b>	BPO Elks Lodge #1615
<b>Physical Address:</b>	301 N. First Street Petersburg, AK 99833
<b>Designated Licensee:</b>	BPO Elks Lodge #1615
<b>Phone Number:</b>	907-518-1029; 907-518-0845
<b>Email Address:</b>	elks1615@gmail.com;

☒ License Renewal Application

☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **June 24<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

**Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

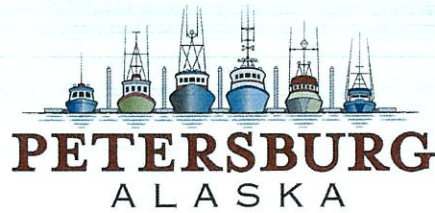
Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov)

Sincerely,  
Alysha Pacarro, Licensing Examiner II  
For  
Kevin Richard, Director

**Mayor's Report  
For  
May 19, 2025 Assembly Meeting**

- 1. Little Norway Celebration 2025:** Thank you to the Chamber of Commerce and the Little Norway Festival planning committee for another fun filled celebration. Well done!
- 2. High School Graduation:** Congratulations to the Class of 2025 who will be graduating next week on May 27<sup>th</sup>. We'd like to recognize the incredible achievements of these young individuals and wish them the best in the next chapter of their lives.
- 3. Mayoral Proclamation:** Mayor Jensen has issued a proclamation, attached, to declare June 28<sup>th</sup> as Amy Hallingstad Day.



**MAYOR'S PROCLAMATION  
to Declare June 28<sup>th</sup> as Amy Hallingstad Day**

**WHEREAS**, Amy Hallingstad was a courageous and visionary leader whose lifelong dedication advanced civil rights, social justice, and equality for Alaska Native peoples; and

**WHEREAS**, she fought tirelessly to desegregate schools and public facilities in Alaska, ensuring Native children could attend public schools and receive equal education; and

**WHEREAS**, Amy Hallingstad advocated vigorously for equal pay for women, improved healthcare for Alaska Natives, and fair employment practices in canneries and other industries; and

**WHEREAS**, she courageously removed discriminatory signs such as "No Natives Allowed" and organized boycotts to challenge segregation and discrimination; and

**WHEREAS**, as a leader of the Alaska Native Sisterhood, serving multiple terms as Grand President, she was a vital bridge between Native communities and policymakers, influencing key reforms and land claims movements; and

**WHEREAS**, her sharp wit, unwavering self-assurance, and steadfast commitment earned her the honorary title "First Lady for the First People," inspiring generations to continue the fight for justice and equality; and

**WHEREAS**, Amy Hallingstad's legacy of advocacy, courage, and leadership remains a beacon of hope and empowerment for Alaska Native peoples and all who value human rights;

**THEREFORE**, I, Mark Jensen, Mayor of the Petersburg Borough, on behalf of our community, do hereby honor and express our deepest appreciation for Amy Hallingstad's enduring contributions to civil rights, Native sovereignty, and social justice in Alaska. In recognition of her profound impact as a civil rights pioneer and advocate for Alaska Native peoples, I hereby declare that June 28<sup>th</sup> will be observed annually as Amy Hallingstad Day.

**Proclaimed this 19th day of May 2025**

  
**Mark Jensen, Mayor**



**PETERSBURG BOROUGH  
ORDINANCE #2025-05**

**AN ORDINANCE OF THE PETERSBURG BOROUGH ADOPTING THE BUDGET FOR THE  
FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026**

**Section 1. Classification:** This ordinance is not of a permanent nature and shall not be codified in the Petersburg Municipal Code.

**Section 2. Purpose:** The purpose of this ordinance is to set forth budgetary requirements for the operation of the various divisions, departments and organizations of the Petersburg Borough for Fiscal Year 2026. Support to the Petersburg School District has been included in the General Fund Expenditures.

**Section 3. Substantive Provisions:** In accordance with Section 11.07 of the Charter of the Petersburg Borough, the budget for the fiscal period beginning July 1, 2025 and ending June 30, 2026 is hereby approved in the amounts and for the purposes as stated below. The supporting line item budget detail, as reviewed by the Assembly, is incorporated as part of this ordinance.

**A. Fiscal Year 2026 Revenue and Expenditure Budget**

<b><u>FUND</u></b>	<b><u>REVENUES</u></b>	<b><u>EXPENDITURES BUDGET</u></b>
<b><u>GENERAL FUND</u></b>		
General Fund	\$ 13,537,235	\$ 13,513,068
<b><u>ENTERPRISE FUNDS</u></b>		
Electric Fund	\$ 7,881,909	\$ 8,567,878
Water Fund	\$ 1,217,405	\$ 2,035,957
Wastewater Fund	\$ 1,245,132	\$ 1,706,538
Sanitation Fund	\$ 1,636,753	\$ 1,923,816
Harbor Fund	\$ 1,660,689	\$ 4,105,225
Elderly Housing Fund	\$ 536,002	\$ 547,957
Assisted Living Fund	\$ 2,242,394	\$ 2,157,304
<b><u>INTERNAL SERVICE FUNDS</u></b>		
Motor Pool Fund	\$ 1,347,089	\$ 2,010,826
<b><u>DEBT SERVICE FUND</u></b>	\$ 682,558	\$ 842,458
<b><u>SPECIAL REVENUE FUNDS</u></b>		
Miscellaneous Grants	\$ 285,373	\$ 285,373
Economic Development Fund	\$ 100,000	\$ 700,000
Secure Rural Schools Fund	\$ 72,000	\$ 770,000
Secure Rural Roads Fund	\$ 9,000	\$ 515,000
Property Development Fund	\$ 227,000	\$ 751,594
Transient Room Tax Fund	\$ 131,000	\$ 110,000
E911 Surcharge Fund	\$ 80,000	\$ 77,000
Marine Passenger Fee	\$ 55,000	\$ 45,000
Borough Organizational Fund	\$ -	\$ 56,128
Local Assistance & Tribal Consistency Fund	\$ -	\$ -
<b><u>CAPITAL PROJECTS FUNDS</u></b>	\$ 23,757,863	\$ 27,125,136

**PETERSBURG BOROUGH  
ORDINANCE #2025-05**

**Section 4. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and application to any person and circumstance shall not be affected.

**Section 5. Effective Date:** This ordinance shall become effective July 1, 2025.

**Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this 2nd day of June, 2025.**

\_\_\_\_\_  
**Mark Jensen, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca Regula, Borough Clerk**

Adopted:  
Published:  
Effective:

**PETERSBURG BOROUGH****ORDINANCE #2025-06**

**AN ORDINANCE AMENDING SECTION 4.28.130 OF THE  
PETERSBURG MUNICIPAL CODE RELATING TO THE SALES  
TAX EXEMPTION FOR SENIORS TO LIMIT THE EXEMPTION TO  
LOW-INCOME SENIORS, AND DIRECTING THAT THE PROPOSED  
AMENDMENT BE SUBMITTED TO THE  
QUALIFIED VOTERS OF THE BOROUGH**

**WHEREAS**, Petersburg Municipal Code (PMC) section 4.28.130 provides a sales tax exemption for Borough residents aged 65 and older who have made Petersburg their primary residence for at least one year, spending at least 185 days physically in the Borough in the year preceding their exemption application;

**WHEREAS**, this exemption has been in place since 1981, when it was approved by the City Council and enacted immediately;

**WHEREAS**, shortly after the exemption was adopted, the City Charter was amended to require voter approval for any changes to tax exemptions;

**WHEREAS**, most cities and boroughs in Alaska do not offer a senior sales tax exemption, and several that do limit it to essential items such as food and utilities;

**WHEREAS**, the percentage of Petersburg residents qualifying for the senior sales tax exemption has significantly increased since its adoption;

**WHEREAS**, in 1980, the then-City of Petersburg had a population of 2,821, with only 6.1% aged 65 and older, whereas by 2024, the Borough's estimated population was 3,379, with over 24% in this age group;

**WHEREAS**, this increase in the senior population has resulted in a corresponding increase in tax-exempt sales;

**WHEREAS**, in 2024, senior tax exemptions applied to over \$7,407,975 in sales, leading to an estimated \$444,478 in lost tax revenue;

**WHEREAS**, in comparison, in 2008, senior tax-exempt sales totaled \$2,669,053, with a corresponding tax revenue loss of \$160,143;

**WHEREAS**, while senior tax-exempt sales have increased, the Borough's sales tax rate has remained unchanged for the last 35 years, when it was raised in 1989 from 5% to 6%;

**WHEREAS**, during this time, while the senior population has been increasing, school enrollment has declined, from 561 students in 2008 to 469 students in 2024;

**PETERSBURG BOROUGH****ORDINANCE #2025-06**

**WHEREAS**, due to this decline, state funding for the Petersburg School District has remained relatively stagnant, while the cost of providing education has increased;

**WHEREAS**, for years, the Borough contributed approximately \$1.8 million annually to the school district, but due to expiring grants, depletion of COVID-related funds, rising operating expenses, and stagnant state funding, the schools now require a local contribution exceeding \$3.4 million;

**WHEREAS**, maintaining strong schools is essential to attracting families and sustaining the community's long-term viability;

**WHEREAS**, the Borough's local school funding comes from sales tax revenue and federal Secure Rural Schools funding, in addition to areawide education property taxes;

**WHEREAS**, to date, Secure Rural Schools funding has accounted for approximately 30% of the Borough's local contribution to the schools;

**WHEREAS**, the continuation of the Secure Rural Schools program now faces substantial uncertainty on the federal level, which could lead to a significant budget shortfall for the Borough;

**WHEREAS**, projections indicate that without additional revenue, the Borough's General Fund reserves will be depleted within five years, and Secure Rural Schools funding will be exhausted in two years;

**WHEREAS**, since adopting the senior sales tax exemption, the Borough has expanded senior services, including constructing the Mountain View Manor (MVM) Assisted Living Facility, enabling seniors who require assistance or care to remain within the community, and supporting MVM Food Services, which provides weekday dinners for seniors;

**WHEREAS**, MVM is not self-sustaining and requires an annual \$100,000–\$125,000 subsidy from the General Fund, with an additional \$367,500 transferred in 2024 to cover operating deficits, along with \$40,000 annually for MVM Food Services;

**WHEREAS**, Petersburg seniors also receive a substantial real property tax exemption, with the first \$150,000 of assessed residential value exempt from taxation;

**WHEREAS**, in 2024, this state-mandated but unfunded property tax exemption resulted in \$498,414 in lost Borough tax revenue;

**PETERSBURG BOROUGH****ORDINANCE #2025-06**

**WHEREAS**, as Petersburg's population ages, a smaller tax base must support increasing costs of essential services, including senior programs like MVM Assisted Living and MVM Food Services;

**WHEREAS**, while the Borough remains committed to supporting its senior population, the growing use of the senior sales tax exemption, coupled with loss of federal funding for schools, will place a financial strain on Borough resources;

**WHEREAS**, to address this imbalance, the Borough Assembly seeks to limit the senior sales tax exemption to low-income seniors who qualify for the State of Alaska Senior Benefits Payment Program;

**WHEREAS**, the Senior Benefits Payment Program serves individuals with annual incomes below \$34,213 (or \$46,253 for married couples);

**WHEREAS**, 61 low-income seniors in the Borough currently qualify for the program and would continue receiving the senior sales tax exemption under the proposed amendment;

**WHEREAS**, if adopted, this amendment is estimated to reduce the Borough's exemption-related tax revenue loss from \$444,478 to \$55,674, generating an estimated \$350,000-\$400,000 in additional annual sales tax revenue while ensuring the exemption benefits those most in need;

**WHEREAS**, this amendment would not affect existing sales tax exemptions for utilities (electricity, water, wastewater, and garbage) or prescription and medical costs;

**WHEREAS**, under Borough Charter section 12.02B, any changes to sales tax exemptions must be approved by ordinance and ratified by a majority of Borough voters;

**WHEREAS**, it is the intent of the Borough Assembly to adopt this amendment and submit the matter to the qualified voters of the Borough at the next regular election.

**THEREFORE, THE PETERSBURG BOROUGH ORDAINS**, Section 4.28.130, *Exemptions*, of Chapter 4.28, Sales Tax, of the Petersburg Municipal Code, is hereby amended as follows:

**Section 1. Classification:** This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

**PETERSBURG BOROUGH**  
**ORDINANCE #2025-06**

**Section 2. Purpose:** The purpose of this ordinance is to limit the borough sales tax senior exemption to low-income seniors.

**Section 3 Substantive Provisions:** 4.28.130 of the Petersburg Municipal Code, entitled *Senior citizen exemption*, is hereby amended as follows. The language proposed for addition is **underlined and bolded**, and the language proposed for deletion is struck through.

4.28.130 - Senior citizen exemption.

A sale to a qualified senior citizen is exempt from borough sales tax in accordance with the provisions of this section.

A. For purposes of this section:

1. A qualified senior citizen is a person who has obtained and maintained a senior citizen tax exemption card. A person is eligible to receive a tax exemption card if the person (i) is 65 years of age or older, (ii) has their permanent place of abode within the Petersburg Borough, (iii) has resided within the Petersburg Borough for at least one year immediately preceding the date of application and intends to remain in the Petersburg Borough indefinitely and to make a home in the Petersburg Borough, and (iv) was physically present in the Borough a minimum of 185 days in the 12-month period immediately preceding the date of application, **and (v) meets the eligibility requirements for the State of Alaska Senior Benefits Payment Program, as set out in Alaska Statute 47.45.301 - 47.45.309 and 7 AAC Chapter 47, Article 3. If the State of Alaska discontinues the Senior Benefits Payment Program, the Assembly shall, by resolution, establish alternative low income eligibility requirements.** A person demonstrates residency under this subsection by maintaining a principal place of abode in the borough, by maintaining a valid driver's license or valid voter registration card with a residence within the borough, or by providing other proof of residency within the borough boundaries acceptable to the finance director, including demonstrating eligibility for a permanent fund dividend under AS 43.23.005 at a residence within the borough. **A person demonstrates eligibility under paragraph (v) above by presenting to the borough the program eligibility notification received from the State of Alaska, or other documents deemed acceptable by Assembly resolution.**

~~2. A non-refundable application fee of \$100.00 shall be collected by the finance director, or the director's designee, from those applying for a senior citizen sales tax exemption card. An exemption card issued under this section shall be valid for the remainder of the calendar year in which it is issued, and shall expire automatically on December 31 of the year of~~

## PETERSBURG BOROUGH

## ORDINANCE #2025-06

~~issuance, unless sooner terminated due to applicant's lack of continued compliance with the residency requirements imposed under paragraph 1. above. The card fee will be waived to a senior citizen that has signed an affidavit at the borough finance office attesting they are 65 years old or older, is a permanent resident of the borough and all combined household income did not exceed \$20,000.00 during the previous year. In this paragraph, "household" includes the applicant, the applicant's spouse, and any individual claimed as a tax dependent on the federal income tax returns of the applicant or the applicant's spouse.~~

23. A senior citizen sales tax exemption card entitles the card holder to be exempted from borough sales tax, subject to the limitations expressed in the balance of this section.

34. It is the responsibility of the senior citizen to present their sales tax exemption card to local merchants prior to each exempt sale being finalized. Merchants shall keep a record of all senior citizen exempt sales.

B. No person issued or authorized to use a senior citizens sales tax exemption card may use it to obtain a sales tax exemption for:

1. The purchase of alcoholic beverages, marijuana or marijuana products, or tobacco products; or

2. When the goods or services purchased are for use in any trade or business; or

3. For purchases for which the card holder is reimbursed or remunerated by a person or entity on whose behalf the purchase was made and who would not otherwise qualify for a sales tax exemption.

C. No person who has not applied for and received an exemption card may use it to obtain tax exemption. However, in the case where a person is physically unable to leave their home or dwelling to use the card, and proof of physical disability is documented by a physician, the finance director or director's designee may issue a special card authorizing another person to use the special card for the benefit of the person physically disabled. The physically disabled senior may be requested to return their tax exempt card before a new card is issued to a caregiver. The exemption card issued to the caregiver is good for a period of six months and at the end of each six-month period the card must be renewed.

D. A representative of a qualified the senior citizen's nutrition program may obtain from the finance director's office a sales tax exempt card which entitles the representative to purchase goods and/or services for the exclusive use of the senior citizen's nutrition program exempt from the borough's sales tax. No seller within the borough shall charge or collect taxes from the senior citizen's nutrition program representative who displays to him such a valid tax exempt card.

**PETERSBURG BOROUGH**

**ORDINANCE #2025-06**

E. An exemption card which is lost or stolen shall be immediately reported to the finance director. There shall be a replacement card administrative fee of \$25.00.

F. 1. Any person who violates any provision of subsections A. through D. of this section is guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed one hundred dollars.

2. The use of a senior citizen sales tax exemption card in any manner not allowed by this section, shall constitute a violation of the borough code by the card holder (unless the card was reported lost or stolen under subsection E.) and by any person using the card, and shall be punishable by a civil penalty of \$50.00 per violation. The violator(s) are also responsible for any tax which would otherwise have been due, plus interest and penalties thereon, and related administrative costs. If a penalty imposed is not paid, it may be collected in a civil action brought by the borough.

3. A senior citizen sales tax exemption card issued to a card holder who has violated the provisions of this section shall be void and shall be forfeited to and canceled by the finance director.

**Section 4 Submittal to Voters:**

A. In accordance with subsection 12.02B the Borough Charter, the Borough Clerk shall submit this ordinance to the voters of the borough at the next regular election, to be held on October 7, 2025.

B. The proposition to be submitted to the voters shall read substantially as follows:

Proposition #\_\_\_\_

Limiting eligibility for the senior sales tax exemption to low-income seniors.

Shall Section 4.28.130, *Senior citizen exemption*, of the Borough Code be amended to limit eligibility to low-income seniors?

☐ YES

☐ NO

This change would limit eligibility for the borough sales tax senior exemption to those who qualify for the State of Alaska Senior Benefits Payment Program.

PETERSBURG BOROUGH

ORDINANCE #2025-06

**Section 5. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

**Section 6. Effective Date:** This ordinance shall be effective upon adoption. The proposed amendment to PMC 4.28.130, if approved by the voters, shall become effective January 1, 2026.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mark Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Regula, Clerk

Adopted:  
Noticed:  
Effective:

# **Senior Benefits Program Gross Annual Income Limit**

**Effective 4/1/2025**

<b>Senior Household Size</b>	<b>\$250 monthly payment</b>	<b>\$175 monthly payment</b>	<b>\$125 monthly payment</b>
Individual	\$14,663	\$19,550	\$34,213
Married Couple	\$19,823	\$26,430	\$46,253

:  
 .



# Senior BENEFITS PROGRAM

Information & Fact Sheet  
Updated January 2025

## Overview

The Alaska Senior Benefits Program pays monthly cash benefits to Alaskans who are age 65 or older and have low to moderate income. Payment levels depend on available state funding and how many people apply and qualify for the program. If the state budget cannot support the original amounts of \$125, \$175, and \$250, regulations allow for changes to be made for all eligible program participants. Cuts come from the highest income tier first, then the second, then the third.

The monthly payment for the highest income level was reduced to \$47 from \$125 on March 1, 2016, due to the state's limited budget for state fiscal year 2016. The budget for state fiscal year 2017 allowed full monthly payments of \$175 and \$250 to recipients with the lowest income. Those income payment levels continued through the end of that fiscal year. Funding reductions in this program must be applied to individuals in the highest income bracket first. They received \$47 for July because the budget was not finalized in time to make changes for July benefits. Beginning August 1, 2016, individuals in that highest income bracket received \$76 per month based on available funding at that income bracket. These income payment levels continued for state fiscal years 2018 - 2024. The budget for the state fiscal year 2025 again allowed for \$125 payments for the highest income bracket.

## Eligibility and Payment:

- Eligibility and payment amount are based on gross annual income (before any deductions are taken for taxes, Medicare premiums, etc.)
- Assets, such as savings, are not counted
- Income limits may change yearly along with Alaska's federal poverty level. The \$250, \$175, and \$76 monthly payments correspond to 75 percent, 100 percent, and 175 percent of the federal poverty level for Alaska, respectively
- Payments are not available to seniors living in the following institutions:
  - ✓ Prison or jail
  - ✓ Alaska Pioneers' Home or Alaska Veterans' Home
  - ✓ A nursing home
  - ✓ Public or private institution for mental disease

## Senior Benefits Program Gross Annual Income Limit Effective 7/1/2024

The payment amount for the highest income bracket changed July 1, 2024 due to a budget increase.

Senior Household Size	\$250 monthly payment	\$175 monthly payment	\$125 monthly payment
Individual	\$14,108 (\$1,176 per month)	\$18,810 (\$1,568 per month)	\$32,918 (\$2,744 per month)
Married Couple	\$19,155 (\$1,597 per month)	\$25,540 (\$2,129 per month)	\$44,695 (\$3,725 per month)

**Senior Benefits Program Gross Annual Income Limit  
Effective 4/1/2024**

The income limit changed April 1, 2024 due to a change in the Federal Poverty Limit.

<b>Senior Household Size</b>	<b>\$250 monthly payment</b>	<b>\$175 monthly payment</b>	<b>\$76 monthly payment</b>
Individual	\$14,108 (\$1,176 per month)	\$18,810 (\$1,568 per month)	\$32,918 (\$2,744 per month)
Married Couple	\$19,155 (\$1,597 per month)	\$25,540 (\$2,129 per month)	\$44,695 (\$3,725 per month)

**Senior Benefits Program Gross Annual Income Limit  
Effective 4/1/2023**

The income limit changed April 1, 2023 due to a change in the Federal Poverty Limit.

<b>Senior Household Size</b>	<b>\$250 monthly payment</b>	<b>\$175 monthly payment</b>	<b>\$76 monthly payment</b>
Individual	\$13,658 (\$1,139 per month)	\$18,210 (\$1,518 per month)	\$31,868 (\$2,656 per month)
Married Couple	\$18,480 (\$1,540 per month)	\$24,640 (\$2,054 per month)	\$43,120 (\$3,594 per month)

**Senior Benefits Program Gross Annual Income Limit  
Effective 4/1/2022**

The income limit changed April 1, 2022 due to a change in the Federal Poverty Limit.

<b>Senior Household Size</b>	<b>\$250 monthly payment</b>	<b>\$175 monthly payment</b>	<b>\$76 monthly payment</b>
Individual	\$12,743 (\$1,062 per month)	\$16,990 (\$1,416 per month)	\$29,733 (\$2,478 per month)
Married Couple	\$17,168 (\$1,431 per month)	\$22,890 (\$1,908 per month)	\$40,058 (\$3,339 per month)

**Senior Benefits Program Gross Annual Income Limit  
Effective 4/1/2021**

The income limit changed April 1, 2021 due to a change in the Federal Poverty Limit.

<b>Senior Household Size</b>	<b>\$250 monthly payment</b>	<b>\$175 monthly payment</b>	<b>\$76 monthly payment</b>
Individual	\$12,068 (\$1,006 per month)	\$16,090 (\$1,341 per month)	\$28,158 (\$2,347 per month)
Married Couple	\$16,328 (\$1,361 per month)	\$21,770 (\$1,815 per month)	\$38,098 (\$3,175 per month)

**Senior Benefits recipients as of December 2024:**

- 11,249 recipients. Number and percent of seniors at each payment level:
  - ✓ \$250 – 2,048 (18.2%)      ✓ \$175 – 5,246 (46.6%)      ✓ \$125 – 3,955 (35.2%)
- As of December 2024, the average age of recipients is 74 and the maximum age is 108
- The number of Senior Benefits cases in December of each year:
  - ✓ 2024 – 11,249      ✓ 2022 – 8,988      ✓ 2020 – 10,173
  - ✓ 2023 – 10,263      ✓ 2021 – 11,533      ✓ 2019 – 10,784

**Recipients statewide as of December 2024:**

Census Area	Number of Recipients	Census Area	Number of Recipients
Aleutians East	14	Kodiak	195
Aleutians West	25	Kusilvak	164
Anchorage	4,172	Lake and Peninsula	31
Bethel	466	Mat-Su	1,760
Bristol Bay	6	Nome	193
Chugach	74	North Slope	16
Copper River	78	NW Arctic	84
Denali	15	Petersburg	61
Dillingham	91	Prince of Wales	140
Fairbanks N Star	940	SE Fairbanks	172
Haines	79	Sitka	103
Hoonah-Angoon	85	Skagway	4
Juneau	402	Wrangell	67
Kenai	1,359	Yakutat	18
Ketchikan Gateway	274	Yukon / Koyukuk	161
		GRAND TOTAL	11,249

**History of the Senior Benefits Program:**

1972 - 2003	<b>Alaska Longevity Bonus Program.</b> Established in 1972. Alaska residents became eligible at age 65. \$250/month was issued to seniors who applied before 1994, \$200 to those applying in 1994, \$150 to those applying in 1995, and \$100 to those applying in 1996. Payments were not available to seniors who applied after 1996. The program was subsequently defunded in 2003, and final benefits were issued for the month of August 2003.
2003 - 2004	<b>Senior Assistance Program.</b> Beginning September 2003, the Governor's office used its executive authority to establish the needs-based Senior Assistance program in response to the needs of low-income Alaskans aged 65 and older who were financially impacted by the elimination of the Alaska Longevity Bonus. Payments were limited to \$120/month. The program ended March 2004.
2004 - 2007	<b>SeniorCare Program.</b> Beginning April 2004, the SeniorCare Program was established to replace the former Senior Assistance Program. The new program was expanded to include a prescription drug benefit. Low-income seniors that passed the program's income and resource limits could choose to receive either a \$120/month payment or a prescription drug benefit. The program ended July 2007.
2007 - Present	<b>Senior Benefits Program.</b> Established to replace the SeniorCare Program. Began August 2007; up for reauthorization in June 2018. Provides three payment levels based on the senior's gross annual income. Income limits are tied to the Federal Poverty Guidelines for Alaska and change each year as the poverty level changes. There is no asset test.  Due to caseload increase, the highest income level that normally receives a \$125 benefit had the benefit reduced to \$47 effective March 1, 2016. The budgets for state fiscal years 2018 – 2024 only allowed for a monthly payment of \$76 to recipients in the highest income level.



Alaska Department of Health  
Division of Public Assistance

Office Use Only

D.O. Date Rec'd \_\_\_\_\_  
Fee Agent \_\_\_\_\_  
Date Rec'd \_\_\_\_\_  
Fee Agent Signature \_\_\_\_\_

# Senior BENEFITS PROGRAM

- ☐ New Application  
☐ Renewal Application

Alaska residents who are age 65 or older may qualify for a monthly payment from the Senior Benefits Program. Income limits are based on the Alaska Federal Poverty Guidelines and will change every year. Benefit amounts are tied to legislative funding and can change at any time.

Please complete the information below so we can determine your eligibility for these benefits. We need this information for you and your spouse if he or she is living with you, even if your spouse is under the age of 65. If you are both applying for Senior Benefits, you will both need to complete the Authorization for Release of information on page 3 and sign the application on page 4.

- 1** Are you applying for you? ☐ Yes ☐ No  
Are you applying for your spouse? ☐ Yes ☐ No (must be 65 years old)

## 2 Applicant Information

Name (First, Middle Initial, Last)	Social Security Number		Date of Birth
Do you intend to remain an Alaska Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> US Citizen <input type="checkbox"/> Legal Alien Alien #:		<input type="checkbox"/> Male <input type="checkbox"/> Female
Mailing Address (Street or PO Box)	City	State	Zip
Residence Address	City	State	Zip
Phone Number	Message Phone		

## 3 Spouse Information (required if living with you)

Name (First, Middle Initial, Last)	Social Security Number		Date of Birth
Do you intend to remain an Alaska Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> US Citizen <input type="checkbox"/> Legal Alien Alien #:		<input type="checkbox"/> Male <input type="checkbox"/> Female

*Gross annual income is the amount before any deductions are subtracted, such as taxes or Medicare premiums.*

**If you are not registered where you live now, would you like to apply to register to vote?** ☐ Yes ☐ No

State of Alaska  
Department of Health  
Division of Public Assistance

## What is an 'Authorization for Release of Information'?

Your signature on this form gives the Department of Health, its agents, and the Department of Law permission to ask for information about your health, finances, family and personal history. This information is only used in the administration of public assistance programs and will not be released to any other person or agency outside of the Department of Health or its representatives. The Release of Information will be in effect while you are an applicant or recipient of Public Assistance, and for any later investigations of your eligibility and receipt of benefits.

## Who will we ask for information?

The people or organizations that may be contacted include, but are not limited to: the Alaska Housing Finance Corporation, the Department of Fish and Game, the Department of Labor, the Department of Law, the Department of Military and Veterans Affairs, the Department of Public Safety, the Department of Revenue, U. S. Citizenship and Immigration Services, employers, financial institutions, landlords, local governments, Native corporations, private individuals, public assistance program contractors and grantees, school authorities, the Social Security Administration, stock brokerage firms, and tax assessors.

### I Authorize This Release of Information:

\_\_\_\_\_  
Signature of Adult

\_\_\_\_\_  
Signature of Other Adult

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A Copy of this Release is as Valid as the Original

**Rights and Responsibilities.** I understand that:

- I have a right to request a fair hearing if I do not agree with the decision made on this application. I can make a request for a fair hearing, in writing, to any Division of Public Assistance office. The request for a fair hearing must be received within 30 days from the date of the notice.
- I, or a responsible person acting on my behalf, must report changes in my circumstances within 10 days after the event occurs. Changes can be reported by phone, in writing, or in person. The Division of Public Assistance must be notified if the applicant or their spouse:
  - Has a change in mailing or residence address,
  - Is absent from the state for 30 consecutive days or more,
  - Is admitted to or discharged from a hospital, nursing home, or Pioneer Home,
  - Has a change in income, or
  - Passes away
- If you receive an overpayment of Senior Benefits to which you are not entitled, you may be financially responsible for repaying the overpayment to the State of Alaska. By accepting benefits, you must understand and agree that you may have a responsibility for the repayment of benefits to which you were not entitled.

**ACKNOWLEDGEMENT OF UNDERSTANDING AND STATEMENT OF TRUTH****Acknowledgements**

- I understand that I must be a current Alaska resident to qualify for Public Assistance benefits administered by the Alaska Division of Public Assistance. I further understand that, if my residency status changes, I must report the change to the Alaska Division of Public Assistance within 10 days. I further understand that if I leave the state for 30 or more days, I must notify the Alaska Division of Public Assistance of my absence, regardless of whether I consider myself an Alaska resident/intend to return to Alaska, or not.
- I understand that eligibility for Public Assistance is determined in part by how much income my household has at its disposal. To that end, I understand that this application requires that I disclose all income received by myself and members of my household, including but not limited to income from the following sources: Employment (including Self-Employment), Alimony, Child Support, Unemployment, Net Rental/Royalty, Pension/Retirement, Supplemental Security Income, Veteran's Benefits, and Social Security Benefits.

**I have read or had read to me the "Rights and Responsibilities" section of the application and I understand my rights and responsibilities, including fraud penalties, as described in this application.**

**I have read or heard read to me the "Acknowledgments" section of the application and understand each one.**

**Under penalty of perjury, I certify that all information contained in this application, including U.S. citizenship or lawful immigrant status of all persons applying for benefits, is true and correct to the best of my knowledge.**

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Spouse:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Please return your completed application to any Division of Public Assistance office.  
A list of offices and their contact information can be found on the last page.***

## APPENDIX C

## OPTIONAL

## Appointing an Authorized Representative

### Would you like to allow someone to represent you on all matters related to your application and case?

You can give a trusted person or an organization permission to talk about your application and case with us, see your information, and act for you on matters related to your Public Assistance case. This person is called an "authorized representative." **An authorized representative can make changes to your Public Assistance case and has access to the information in your case file. You will be held responsible for any change that is made to your case by your appointed authorized representative, up to and including potential fraud charges.**

The Division of Public Assistance can release any information regarding your application and case to your authorized representative or any member of the organization indicated on this form. More than one person or organization can serve as your authorized representative.

You can appoint, withdraw, or change an authorized representative at any time. If you ever need to change your authorized representative, contact the Division of Public Assistance. *If you are a legally appointed representative for someone on this application and provide proof, you do not need to complete this section.*

Name of Authorized Representative (First name, Middle name, Last name) or Organization		Phone Number
Authorized Representative's Address	Apartment or suite number	Email
City	State	ZIP code

☐ New
 ☐ Change
 ☐ Addition
 ☐ Remove this person or organization as my authorized representative

## OR

## Permission to Release Information

### Is there anyone that you would like us to share information with about your application and case?

By completing this section, you can give permission for the following person or organization to receive information about your Public Assistance application and benefit status, but they will not have the ability to act on your behalf like an authorized representative. You give the Division of Public Assistance permission to release information about your case status to this additional person or organization. You may cancel this release at any time by contacting the Division of Public Assistance.

Name of person (First name, Middle name, Last name) or Organization		Phone Number
Address	Apartment or suite number	Email
City	State	ZIP code

## AND

Applicant / Recipient's Signature	Date (mm/dd/yyyy)
Applicant / Recipient's Printed Name	Social Security Number or Case Number

**To be valid, this form must be signed by the applicant or recipient.**

## Public Assistance Offices

<b>ANCHORAGE</b> University Center 4001 Ingra Street, Suite 131 Anchorage, AK 99503 Phone: 1-800-478-7778 Fax: (907) 269-6520 or 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>BETHEL</b> 460 Ridgecrest Drive, Suite 121 Mailing: P.O. Box 365 Bethel, AK 99559 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>FAIRBANKS</b> 675 7 <sup>th</sup> Ave, Station E Fairbanks, AK 99701 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov
<b>HOMER</b> 3670 Lake Street, Suite 200 Homer, AK 99603 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>JUNEAU</b> 10002 Glacier Highway, Suite 201 Mailing: P.O. Box 110642 Juneau, AK 99811-0642 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>KENAI</b> 11312 Kenai Spur Highway, Suite 2 Kenai, AK 99611 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov
<b>KETCHIKAN</b> 2030 Sea Level Drive, Suite 301 Ketchikan, AK 99901 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>KODIAK</b> 211 Mission Road, Suite 101 Kodiak, AK 99615 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>LONG TERM CARE</b> University Center 4001 Ingra Street, Suite 131 Anchorage, AK 99503 Phone: 1-800-478-7778 Fax: (907) 269-6520 or 1-888-269-6520 hss.dpa.offices@alaska.gov
<b>NOME</b> 214 E. Front Street Nome, AK 99762 Mailing: 675 7 <sup>th</sup> Ave, Station E Fairbanks, AK 99701 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>SITKA</b> 304 Lake Street, Suite 101 Sitka, AK 99835 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov	<b>WASILLA</b> 855 W. Commercial Drive Wasilla, AK 99654 Phone: 1-800-478-7778 Fax: 1-888-269-6520 hss.dpa.offices@alaska.gov

**If you need a language interpreter, call 1-800-478-7778 and we will provide one at no cost to you. If you are deaf, hard of hearing, or have a speech disability, dial 711 to reach an Alaska Relay Communications Assistant.**

**PETERSBURG BOROUGH  
ORDINANCE #2025-07**

**AN ORDINANCE UPDATING CHAPTER 14.16.070 OF THE MUNICIPAL CODE  
ENTITLED: "ELECTRIC UTILITY"**

**WHEREAS**, in this year's budget preparations and through the use of the new Waterworth rate review software, Petersburg Municipal Power & Light identified that overall department revenues need to increase by 4% in FY26 in order to fully cover expenses and inflation, fund capital projects, meet reserve policies, and achieve the required debt coverage ratio required by our revenue bond.

**THEREFORE, THE PETERSBURG BOROUGH ORDAINS**, Chapter 14.16 of the Petersburg Municipal Code, entitled Electric Utility, is hereby amended as follows:

**Section 1. Classification:** This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

**Section 2. Purpose:** The purpose of this ordinance is to update the language of Chapter 14.16 to include electric rate and connection cost increases

**Section 3. Substantive Provisions:** The following provisions of Chapter 14.16 of the Petersburg Borough Municipal Code are hereby amended as set out below (the proposed new language is in green and underlined and the language proposed for deletion is struck through):

**14.16.670 Rates—Residential service.**

- A. *Applicability.* The rates in this section apply to domestic usage in private residences and apartments, measured through a single meter; provided, that single-phase motors shall not exceed seven and one-half horsepower.
- B. *Character of service.* Residential service will be 60-hertz, alternating current. The utility reserves the right to specify the voltage and phase of service supplied under this schedule.
- C. *Monthly rate.*

		<u>Effective 1/2022 Billing</u>	<u>Effective 7/2025<del>2</del> Billing</u>
Customer charge:		<u>\$10.00</u>	\$16 <del>1</del> .00
Energy charge:	<u>0—500 KWH=All kwh</u>	<u>12.25 cents/kwh</u>	12.6 <del>2</del> cents/kwh
	<u>over 500 KWH=</u>	<u>9.45 cents/kwh</u>	<u>10.8 cents/kwh</u>

- D. *Fuel and purchased power adjustment charge.* Subject to section 14.16.720.

**14.16.680 Rates—General service class.**

- A. *Applicability.* The rates in this section may apply to all requirements for lighting, heating and power measured through a single meter that is below 50 kilovolt-ampere transformer rating or 50 kilowatt demand.
- B. *Character of service.* General service will be 60-hertz, alternating current. The utility reserves the right to specify the voltage and phase of service supplied under this schedule.
- C. *Monthly rate.*

		Effective 1/2022 Billing	Effective 7/2025 <del>2</del> Billing
Customer charge:		<del>\$10.50</del>	\$12 <del>20</del> 0.00
Energy charge:	<del>0—3,000 KWH=All kwh</del>	11.65 cents/kwh	12.3 <del>11.9</del> cents/kwh
	<del>over 3,000 KWH=</del>	10.2 cents/kwh	11.6 cents/kwh

D. *Fuel and purchased power adjustment charge:* Subject to section 14.16.720.

#### 14.16.690 Rates—Large commercial service.

- A. *Applicability.* The rates in this section apply to lighting, heating and power service for commercial or industrial service having measured demands equal to or greater than 50 kilovolt-ampere transformer rating or 50 kilowatt demand.
- B. *Character of service.* Large commercial service will be 60-hertz, alternating current. The utility reserves the right to specify the voltage or phase of service supplied under this schedule.
- C. *Monthly rate.*

		Effective 1/2022 Billing	Effective 7/2025 <del>2</del> Billing
Customer charge:		<del>\$31.00</del>	<del>\$34.00</del> \$40.00
Demand charge:		\$3.40 per KW of billing demand	\$3.70 per KW of billing demand
Energy charge:	<del>0—15,000 KWH=All kwh</del>	11.45 cents/kwh	12.3 <del>11.9</del> cents/kwh
	<del>15,001—60,000 KWH=</del>	11.85 cents/kwh	12.6 cents/kwh
	<del>over 60,000 KWH=</del>	9.6 cents/kwh	10.4 cents/kwh

- D. *Fuel and purchased power adjustment charge.* Subject to section 14.16.720.
- E. *Minimum charge.* The minimum demand charge shall not be less than 75 percent of the highest demand billed during the preceding 11 months, or in any case not less than \$170.00 after January 2, 2022; and \$185.00 after July 1, 2022.
- F. *Billing demand.* The billing demand shall be the maximum 15-minute measured demand during the billing period, adjusted for power factor.
- G. *Adjustment of demand for power factor.* Demands will be adjusted to correct for average power factors lower than 90 percent. Such adjustments will be made by increasing the measured demand one percent for each one percent or portion thereof by which the average power factor is less than 90 percent lagging.
- H. *Agreement of service.* The borough may require an agreement to be entered into for service under this schedule.

#### 14.16.700 Rates—Boat harbor service.

- A. *Applicability.* The rates in this section apply to usage in moored private boats, measured through a single meter, at the boat harbors; provided, that single-phase motors shall not exceed seven and one-half horsepower.
- B. *Character of service.* Boat harbor service will be 60-hertz, alternating current. The utility reserves the right to specify the voltage and phase of service supplied under this schedule.
- C. *Monthly rate.*

		Effective 1/2022 Billing	Effective 7/2025 <del>2</del> Billing
Customer charge:		<del>\$10.50</del>	<del>\$12.00</del> 20.00

Energy charge:	<del>0—500 KWH=All kwh</del>	<del>12.3 cents/kwh</del>	<del>12.8</del> 12.4 cents/kwh
	<del>over 500 KWH=</del>	<del>11.0 cents/kwh</del>	<del>12.4 cents/kwh</del>

D. *Fuel and purchased power adjustment charge.* Subject to section 14.16.720.

#### 14.16.716 Economic development power rate.

- A. The purpose of this rate schedule is to encourage economic development by encouraging capital investments, adding jobs, improving the efficient utilization of existing municipal power and light facilities and diversifying customer base.
- B. Applicant eligibility requirements are as follows:
1. New commercial or industrial customers at one location having peak demand equal to, or greater than, 50 kilowatts. A new customer's electric service represents demand not previously serviced by the electric utility at any location.
  2. Existing commercial or industrial customers who increase their peak demand at one location by no less than 50 kilowatts. The rate shall apply only to the expanded demand and shall be measurable by installation of a separate electric meter or other device approved by the utility director.
  3. The applicant is required to be located where there is no significant additional investment in utility facilities by the borough or pay for the line extension and/or transformer costs under terms of the existing code.
  4. Upon connection of the new or increased load addressing sections B.1 or B.2 of this section, A-a customer will be charged established normal rates per the applicable customer class until they prove that they have met sections B.1 and B.2. The customer has up to 12 months from the month service is energized or new load is added to demonstrate eligibility under provisions B.1. or B.2. of this section. The customer must provide a written request for application of the Economic Development rate to the Utility Director, with information provided that clearly shows that the load threshold has been met.
  5. All written requests for service under this section will be considered by the borough assembly, after review and recommendation by the utility director; however, requests which do not conform to purpose and applicability provisions as determined by the director, shall not be approved.
- C. *Character of service.* Service will be 60-hertz, alternating current. The borough reserves the right to specify the voltage or phase of service supplied under this schedule.
- D. *Monthly rate.*

		<b>Billing Period</b>
Customer charge:		<del>\$25</del> 30.00
Demand charge:		-0-
Energy charge:	All KWH	<del>9</del> 10.5 cents/KWH

E. *Term of rate.*

1. The term of this rate shall not exceed a period of three years from the month that increased or added loads have been proven by the customer and approval of the rate is approved. service is energized or new load is added for which the rate is being sought.
2. Continuation of service beyond the three year limit will be at the appropriate standard rate.

3. This rate will not go into effect until applicant is approved by the borough assembly, and no refund or consideration for past power consumption will be considered.
- F. *Special provisions.* This rate may be curtailed by the borough assembly upon 30 days' notice in the event that sufficient hydro power is no longer available. Should this occur, the customer would have the option of switching to the appropriate standard rate schedule or having the service discontinued.
- G. *Agreement of service.* The borough assembly may require an agreement to be entered into for service under this schedule.

#### 14.16.717 Rates—Municipal buildings.

- A. *Applicability.* The rates of this section apply only to the following municipal buildings, of the Petersburg Borough who receive a large commercial rate: 1) the Aquatic Center Boiler Room, 2) the Aquatic Center, 3) the High School/Middle School/High School Gym, and 4) the Elementary School.
- B. *Character of service.* The service voltage shall be three-phase, 60-hertz. The utility reserves the right to specify the voltage supplied under this service.
- C. *Monthly rate.* The energy charge and monthly customer charges shall be as presented in the table below. There are no demand or power factor penalty charges. In addition to the energy charge and monthly customer charge, the fuel and purchased power adjustment charge described in section 14.15.720 will apply.

		<del>Effective 1/2022 Billing</del> Period	<del>Effective 7/20252 Billing</del> Period
Customer charge:		<del>\$27.50</del>	<del>\$340.00</del>
Demand charge:		<del>-0-</del>	<del>-0-</del>
Energy charge:	All <del>kWH-kwh</del>	<del>9.3 cents/KWH</del>	<del>10.811.2 cents/kWH-kwh</del>

- D. *Special provisions.* During the annual budget process, the electric utility shall report to the assembly the dollar amount difference by offering the municipal rate instead of the large commercial rate.

**Section 4. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

**Section 5. Effective Date:** This Ordinance shall become effective immediately upon final passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mark Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Regula, Borough Clerk

Adopted:  
Noticed:  
Effective:


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MEMORANDUM

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**TO:** MAYOR JENSEN AND BOROUGH ASSEMBLY  
**FROM:** KARL HAGERMAN, UTILITY DIRECTOR   
**SUBJECT:** RECOMMENDATION FOR ELECTRIC UTILITY RATE INCREASE  
**DATE:** 5/14/2025  
**CC:** STEVE GIESBRECHT, BOROUGH MANAGER  
BECKY REGULA, BOROUGH CLERK  
JODY TOW, FINANCE DIRECTOR

In this year's budget preparations and through the use of the new Waterworth rate review software, Petersburg Municipal Power & Light identified that overall department revenues need to increase by 4% in FY26 in order to fully cover expenses and inflation, fund capital projects, meet reserve policies, and achieve the required debt coverage ratio required by our revenue bond.

At the May 5<sup>th</sup> Assembly meeting, Aryan Chawla of Waterworth presented information in support of the department's recommendation to increase revenue by 4% in FY26. As mentioned in the meeting, PMPL has two goals in regard to the rate increase ordinance. Overall revenues must increase and an adjustment to current rate design will focus on conservation instead of the historical emphasis on power sales. The current declining block rate design was developed to encourage sales and power use in the community. This was appropriate when hydro power was plentiful at all times of the year. With the societal shift towards electrification of so many things in our lives, power availability is not what it once was. In fact, over the past 3-4 years, Petersburg along with the other SEAPA communities has had to run diesel generation on the coldest days to supplement our wholesale power provider. While SEAPA is working hard to develop the next increment of generation, it will be years before any additional power is provided to its member communities in the winter months.

The new singular energy rate for each customer class eliminates the "sales" model which made power cheaper if a customer used more in a billing period. The proposed rates make it easier for customers to understand their bills and to cut their monthly costs by conserving energy at their home or business. Monthly base rates have been increased to stabilize the overall revenue stream during this time of rate change. While it is normal for the utilities to recommend multiple years of rates when drafting an ordinance, this ordinance will only increase rates for FY26 at this time. The utility would like to see how the rates truly affect revenues so that the Waterworth software can be updated and future proposed rate increases will meet the revenue requirements of the utility.

An attachment to this memo shows comparisons of various customer billings using the current rates and the proposed rates. You'll notice that some customers' percentage increases will be higher and some will be lower. This is a function of moving away from the declining block rate and how that rate structure influenced monthly billings. The utility feels that all proposed rates do reflect equality for our customers when comparing consumption of the class and revenues received by that customer group.

Also, the utility is providing information on how the proposed rates compare to other communities in our region. As you'll see, Petersburg's rates remain extremely competitive even with the proposed increases.

It is PMPL's recommendation that the Assembly approve the proposed rate ordinance. Thank you for your consideration.

**PMPL Proposed Rate Increase**  
**Customer Comparisons**

	3/31/2025 Statement charges	Charges with Proposed Rates
<b>Residential Customer #1</b>	\$11.00	\$16.00
1203 kWh	\$138.92	\$147.03
TOTAL	<b>\$149.92</b>	<b>\$163.03</b>
Percentage increase		8.74%
<b>Residential Customer #2</b>	\$11.00	\$16.00
3590 kwh	\$396.72	\$438.77
TOTAL	<b>\$407.72</b>	<b>\$454.77</b>
Percentage increase		11.54%
<b>General Service Customer #1</b>	\$12.00	\$20.00
1279 kWh	\$157.32	\$152.60
TOTAL	<b>\$169.32</b>	<b>\$172.60</b>
Percentage increase		1.94%
<b>General Service Customer #2</b>	\$12.00	\$20.00
7428 kWh	\$882.65	\$886.23
TOTAL	<b>\$894.65</b>	<b>\$906.23</b>
Percentage increase		1.29%
<b>Harbor Customer #1</b>	\$12.00	\$20.00
629 kWh	\$80.00	\$78.10
TOTAL	<b>\$92.00</b>	<b>\$98.10</b>
Percentage increase		6.63%
<b>Harbor Customer # 2</b>	\$12.00	\$20.00
1,322 kWh	\$165.93	\$164.14
TOTAL	<b>\$177.93</b>	<b>\$184.14</b>
Percentage increase		3.49%
<b>Lg Commercial #1</b>	\$34.00	\$40.00
56,400 kWh	\$7,061.40	\$6,729.08
742.5 KW	\$2,747.25	\$2,747.25
17,200 kVarh	\$0.00	\$0.00
TOTAL	<b>\$9,842.65</b>	<b>\$9,516.33</b>
Percentage increase		-3.32%
<b>Lg Commercial Customer #2</b>	\$34.00	\$40.00
144,960 kWh	\$16,350.84	\$17,295.17
591.36 KW	\$2,188.03	\$2,188.03
45,120 kVarh	\$0.00	\$0.00
TOTAL	<b>\$18,572.87</b>	<b>\$19,523.20</b>
Percentage increase		5.12%
<b>MUNI Customer #1</b>	\$30.00	\$34.00
15,840 kWh	1710.72	1774.08
TOTAL	<b>\$1,740.72</b>	<b>\$1,808.08</b>
Percentage increase		3.87%
<b>MUNI Customer #2</b>	\$30.00	\$34.00
33,480 kWh	3615.84	3749.76
TOTAL	<b>\$3,645.84</b>	<b>\$3,783.76</b>
Percentage increase		3.78%

COMPARABLE ELECTRIC RATES
PMPL 2025

Item 15B.

Residential:

	RATE		MONTHLY CHARGE
Current Petersburg	\$0.1260	0-500 kWh	\$11.00
	\$0.1080	500 kWh+	
Proposed Petersburg	\$0.1222	all kWh	\$16.00
Juneau	\$0.1229	all kWh	\$10.08
Ketchikan	\$0.1349	all kWh	\$8.95
Wrangell	\$0.1548	0-300 kWh	\$8.00
	\$0.1291	300-1200 kWh	
	\$0.1056	1,200 kWh+	
Sitka	\$0.2193	all kWh	\$21.90
Kodiak	\$0.1823	all kWh	\$7.50

Harbor:

	RATE		MONTHLY CHARGE
Current Petersburg	\$0.1280	0-500 kWh	\$12.00
	\$0.1240	500 kWh+	
Proposed Petersburg	\$0.1241	all kWh	\$20.00
Juneau	varies depending on amps		
Ketchikan	\$0.1349	all kWh	\$16.55
Wrangell	under residential or sm commercial		
Sitka	\$0.2193	all kWh	\$20.48
Kodiak	under small commercial		

Small Commercial:

	RATE		MONTHLY CHARGE
Current Petersburg	\$0.1230	0-3,000 kWh	\$12.00
	\$0.1160	3,000 kWh+	
Proposed Petersburg	\$0.1193	all kWh	\$20.00
Juneau	\$0.1178	all kWh	\$17.74
	\$0.0677	kW (demand)	\$25.28
Ketchikan	\$0.1270	all kWh	\$42.00
	\$3.6300	0-25 kW	
	\$4.0800	over 25 kW	
Wrangell	\$0.1441	all kWh	\$9.00
Sitka	\$0.2148	all kWh	\$61.00
	\$6.7100	over 25 kW	
Kodiak	\$0.1955	0-300 kWh	\$15.00
	\$0.1716	over 300 kWh	

Large Commercial:

	RATE		MONTHLY CHARGE
Current Petersburg	\$0.1230	0- 15,000 kWh	\$34.00
	\$0.1260	15,000-60,000 kWh	
	\$0.1040	over 60,000 kWh	
	\$3.7000	kW (demand)	
Proposed Petersburg	\$0.1193	all kWh	\$40.00
	\$3.7000	kW	
Juneau	\$0.0622	all kWh	\$86.53
	\$14.5600	kW	
Ketchikan	\$0.1188	all kWh	\$74.95
	\$4.0800	over 25 kW	
Wrangell	\$0.1345	0-70,000 kWh	\$13.50
	\$0.1302	70,000+ kWh	
Sitka	\$0.1624	all kWh	\$212.00
	\$6.7200	over 25 kW	
Kodiak	\$0.1699	0 - 20,000 kWh	\$50.00
	\$0.1550	over 20,000 kWh	
	\$5.6700	kW	

**PETERSBURG BOROUGH  
ORDINANCE #2025-08**

**AN ORDINANCE UPDATING CHAPTER 14.04.420 OF THE MUNICIPAL CODE, ENTITLED  
“WATER RATE SCHEDULE AND FEES”**

**Whereas,** the rates for the Borough Water Utility have not been updated since 2022, and increases are needed to keep up with increased costs and expenses to the Borough.

**Therefore,** the Petersburg Borough Ordains, Section 14.04.420 of the Petersburg Municipal Code, entitled Water rate schedule and fees, is hereby amended as follows:

**Section 1. Classification:** This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

**Section 2. Purpose:** The purpose of this ordinance is to update the rates found for water utility service set out in Section 14.04.420

**Section 3. Substantive Provisions:** Section 14.04.420 of the Petersburg Borough Municipal Code is hereby amended as set out below. The table containing the new proposed rates are in red, with the old rate struck through.

**14.04.420 Water rate schedule and fees.**

A. Metered water rates shall be based on the size of service and shall be as follows:

Rate Schedule					
	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
Annual increase on July 1 of fiscal year		<del>3% inc.</del>	<del>3% inc.</del>	<del>3% inc.</del>	3% inc.
Monthly Base/Commodity Charge					
¾" residential base charge +	<del>\$35.21</del>	<del>\$36.37</del>	<del>\$37.46</del>	<del>\$38.58</del>	\$39.74
¾" residential charge per 1,000 gal	<del>\$2.30</del>	<del>\$2.37</del>	<del>\$2.44</del>	<del>\$2.51</del>	\$2.59
¾" senior discounted base charge +	<del>\$17.66</del>	<del>\$18.19</del>	<del>\$18.74</del>	<del>\$19.30</del>	\$19.88
¾" senior discounted per 1,000 gal	<del>\$1.15</del>	<del>\$1.18</del>	<del>\$1.22</del>	<del>\$1.26</del>	\$1.29
1" base charge +	<del>\$47.39</del>	<del>\$48.81</del>	<del>\$50.28</del>	<del>\$51.78</del>	\$53.34

**PETERSBURG BOROUGH**  
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1" charge per 1,000 gal	<del>\$4.10</del>	<del>\$4.22</del>	<del>\$4.35</del>	<del>\$4.48</del>	\$4.61
1.5" base charge+	<del>\$118.48</del>	<del>\$122.03</del>	<del>\$125.70</del>	<del>\$129.47</del>	\$133.35
1.5" charge per 1,000 gal	<del>\$4.00</del>	<del>\$4.12</del>	<del>\$4.24</del>	<del>\$4.37</del>	\$4.50
2" base charge +	<del>\$248.81</del>	<del>\$256.27</del>	<del>\$263.96</del>	<del>\$271.88</del>	\$280.04
2" charge per 1,000 gal	<del>\$3.81</del>	<del>\$3.92</del>	<del>\$4.04</del>	<del>\$4.16</del>	\$4.29
3" base charge +	<del>\$544.98</del>	<del>\$561.33</del>	<del>\$578.17</del>	<del>\$595.51</del>	\$613.38
3" charge per 1,000 gal	<del>\$2.38</del>	<del>\$2.45</del>	<del>\$2.52</del>	<del>\$2.60</del>	\$2.68
4" base charge +	<del>\$829.33</del>	<del>\$854.21</del>	<del>\$879.84</del>	<del>\$906.23</del>	\$933.42
4" charge per 1,000 gal	<del>\$1.84</del>	<del>\$1.90</del>	<del>\$1.95</del>	<del>\$2.01</del>	\$2.07
6" base charge +	<del>\$1,244.02</del>	<del>\$1,281.34</del>	<del>\$1,319.78</del>	<del>\$1,359.37</del>	\$1,400.16
6" charge per 1,000 gal	<del>\$1.04</del>	<del>\$1.07</del>	<del>\$1.10</del>	<del>\$1.14</del>	\$1.17

Rate Schedule					
	FY26	FY27	FY28	FY29	FY30
Annual increase on July 1 of fiscal year	3% inc.	3% inc.	3% inc.	3% inc.	3% inc.
Monthly Base/Commodity Charge					
¾" residential base charge +	\$39.74	<del>\$40.93</del>	<del>\$42.16</del>	<del>\$43.42</del>	<del>\$44.72</del>
¾" residential charge per 1,000 gal	\$2.59	<del>\$2.67</del>	<del>\$2.75</del>	<del>\$2.83</del>	<del>\$2.91</del>
¾" senior discounted base charge +	\$19.88	<del>\$20.48</del>	<del>\$21.09</del>	<del>\$21.72</del>	<del>\$22.37</del>
¾" senior discounted per 1,000 gal	\$1.29	<del>\$1.33</del>	<del>\$1.37</del>	<del>\$1.41</del>	<del>\$1.45</del>
1" base charge +	\$53.34	<del>\$54.94</del>	<del>\$56.59</del>	<del>\$58.29</del>	<del>\$60.04</del>

**PETERSBURG BOROUGH  
ORDINANCE #2025-08**

1" charge per 1,000 gal	\$4.61	\$4.75	\$4.89	\$5.04	\$5.19
1.5" base charge+	\$133.35	\$137.35	\$141.47	\$145.71	\$150.08
1.5" charge per 1,000 gal	\$4.50	\$4.64	\$4.78	\$4.92	\$5.07
2" base charge +	\$280.04	\$288.44	\$297.09	\$306.00	\$315.18
2" charge per 1,000 gal	\$4.29	\$4.42	\$4.55	\$4.69	\$4.83
3" base charge +	\$613.38	\$631.78	\$650.73	\$670.25	\$690.36
3" charge per 1,000 gal	\$2.68	\$2.76	\$2.84	\$2.93	\$3.02
4" base charge +	\$933.42	\$961.42	\$990.26	\$1,019.97	\$1,050.57
4" charge per 1,000 gal	\$2.07	\$2.13	\$2.19	\$2.26	\$2.33
6" base charge +	\$1,400.16	\$1,442.16	\$1,485.42	\$1,529.98	\$1,575.88
6" charge per 1,000 gal	\$1.17	\$1.21	\$1.25	\$1.29	\$1.33

B. Nonmetered water rate: \$5.00 per 1,000 gallons.

C. Fees for water utility services and administration shall be as follows:

Connect fee:	\$40.00 during normal business hours for each premises served. Actual labor cost, plus fifteen percent after business hours.
Meter testing fee:	Actual labor cost when test is performed during normal business hours.
New service fee:	\$150.00, plus the actual cost of the meter and fittings.
New service line installation:	Actual cost.
Shut-off due to unauthorized turn-on, fraud or abuse:	Actual cost to the borough, plus 15 percent.
Standby fire protection service:	No charge.
Transfer fee:	A. \$25.00, if the property owner only receives water service. The transfer fee covers the cost of name change and meter reading at two service locations and is billed to the new account.
	B. \$50.00, if the property owner receives additional borough utilities. In the case of multiple borough utilities, the transfer fee shall be divided and spread evenly between the utilities received and billed to the new account.

D. Interest shall accrue on past due accounts: Maximum rate allowable by state law.

E. Outside Service Area 1 rates and fees: Charges for all water services and fees for users outside Service Area 1 shall be twice the Service Area 1 rate.

F. Water Delivery Rates. Deliveries of potable water to Borough locations are made to properties that are accessible by road. Customers may be required to install piping from the closest accessible area to their cistern or storage tank if the tank is not readily accessible or the situation is unsafe for Borough staff. Rates for water delivery are based on overall time required to make a delivery, regardless if a customer's tank has

**PETERSBURG BOROUGH  
ORDINANCE #2025-08**

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the capacity to contain a full 3,000-gallon load. No splitting of loads between two customers is allowed. Rates per load are as follows and charged out based on each specific load delivered:

WD1: ~~\$200.00~~ **\$250.00** (One hour or less required of staff).

WD2: ~~\$250.00~~ **\$300.00** (over One hour and up to one and one-half hours required of staff).

WD3: ~~\$300.00~~ **\$350.00** (deliveries that require over one and one-half hours).

- G. Water rates and fees shall be reviewed annually by the water utility and finance departments and a recommendation made to the borough manager for the increase or decrease of rates as needed for the sound financial management of the water utility. The borough manager shall review the findings and present the recommendation to the borough assembly.

**Section 4. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

**Section 5. Effective Date:** This Ordinance shall become effective immediately upon final passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mark Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Regula, Clerk

Adopted:  
Noticed:  
Effective:

**PETERSBURG BOROUGH  
ORDINANCE #2025-09**

**AN ORDINANCE UPDATING CHAPTER 14.08 OF THE MUNICIPAL CODE,  
ENTITLED "SEWER UTILITY"**

**WHEREAS**, an annual rate review of the Borough Sewer Utility indicates that a greater than anticipated rate increase is needed for FY2026, FY2027, FY2028, FY2029 and FY2030 to keep up with increased costs and expenses to the Borough.

**THEREFORE**, THE PETERSBURG BOROUGH ORDAINS, Section 14.08.320A of Chapter 14.08 of the Petersburg Municipal Code, entitled Sewer Utility, is hereby amended as follows:

**Section 1. Classification:** This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

**Section 2. Purpose:** The purpose of this ordinance is to update the rates for FY2026, FY2027, FY2028, FY2029 and FY2030 for sewer utility service set out in Section 14.08.320A.

**Section 3. Substantive Provisions:** Section 14.08.320A of the Petersburg Borough Municipal Code is hereby amended as follows. The language proposed for addition is in red and the language proposed for deletion is struck through.

**14.08.320 Sewer collection rates.**

- A. The sewer utility rate shall apply to the owner of all houses, buildings or other structures designed or used for human occupancy, employment, recreation or other purpose provided that the public sewer is within 150 feet of the property line. The rate for the sewer utility shall be a minimum based on a unit fee predicated on the size of the water service, plus a water commodity charge as follows. In the event municipal water service is not connected, the monthly minimum for five-eighths inch service shall apply unless it is apparent to the borough that a larger amount of water is being used on the premises.

**Sewer Utility Monthly Service Charge Rate Schedule**

		<del>FY2022</del>	<del>FY2023</del> <del>3% inc.</del>	<del>FY2024</del> <del>6% inc.</del>	<del>FY2025</del> <del>3% inc.</del>	<del>FY2026</del> <del>3% inc.</del>
Service Description	Size of Water Meter	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth
Residential	¾"	<del>40.40</del>	<del>41.61</del>	<del>44.11</del>	<del>45.43</del>	<del>46.79</del>
1" Sewer	1"	<del>90.51</del>	<del>93.23</del>	<del>98.82</del>	<del>101.79</del>	<del>104.84</del>
1½" Sewer	1½"	<del>217.81</del>	<del>224.34</del>	<del>237.80</del>	<del>244.93</del>	<del>252.28</del>
2" Sewer	2"	<del>435.64</del>	<del>448.71</del>	<del>475.63</del>	<del>489.90</del>	<del>504.60</del>
3" Sewer	3"	<del>839.16</del>	<del>864.33</del>	<del>916.19</del>	<del>943.68</del>	<del>971.99</del>
6" Sewer	6"	<del>2,191.66</del>	<del>2,257.41</del>	<del>2,392.85</del>	<del>2,464.64</del>	<del>2,538.58</del>
Industrial Sewer		<del>528.61</del>	<del>544.47</del>	<del>577.14</del>	<del>594.45</del>	<del>612.29</del>
Sewer 3/Base Conspt	¾"	<del>121.19</del>	<del>124.83</del>	<del>132.32</del>	<del>136.29</del>	<del>140.38</del>

**PETERSBURG BOROUGH  
ORDINANCE #2025-09**

DBL Base+Conspt/Res	¾"	<del>80.80</del>	<del>83.22</del>	<del>88.21</del>	<del>90.86</del>	<del>93.59</del>
Sewer Conspt-Res	¾"	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>
Sewer Base	¾"	<del>40.40</del>	<del>41.61</del>	<del>44.11</del>	<del>45.43</del>	<del>46.79</del>
Sewer Conspt-Com		<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>
Sewer-Condos		<del>363.58</del>	<del>374.49</del>	<del>396.96</del>	<del>408.87</del>	<del>421.13</del>
Sewer 3xBase +Conspt		<del>121.19</del>	<del>124.83</del>	<del>132.32</del>	<del>136.29</del>	<del>140.38</del>
Housing Apartments	¾"	<del>242.39</del>	<del>249.66</del>	<del>264.64</del>	<del>272.58</del>	<del>280.76</del>
Commercial Swr Base		<del>90.51</del>	<del>93.23</del>	<del>98.82</del>	<del>101.79</del>	<del>104.84</del>
Half Chg Senior Cit	¾"	<del>20.21</del>	<del>20.82</del>	<del>22.07</del>	<del>22.73</del>	<del>23.41</del>

**Sewer Utility Monthly Service Charge Rate Schedule**

		<del>FY2026 3% inc. 25% inc.</del>	<del>FY2027 10% inc.</del>	<del>FY2028 10% inc.</del>	<del>FY2029 10% inc.</del>	<del>FY2030 10% inc.</del>
Service Description	Size of Water Meter	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth
Residential	¾"	<del>46.79</del> <del>56.79</del>	<del>62.47</del>	<del>68.71</del>	<del>75.58</del>	<del>83.14</del>
1" Sewer	1"	<del>104.84</del> <del>127.24</del>	<del>139.96</del>	<del>153.96</del>	<del>169.35</del>	<del>186.29</del>
1½" Sewer	1½"	<del>252.28</del> <del>306.16</del>	<del>336.78</del>	<del>370.46</del>	<del>407.50</del>	<del>448.25</del>
2" Sewer	2"	<del>504.60</del> <del>612.38</del>	<del>673.61</del>	<del>740.97</del>	<del>815.07</del>	<del>896.58</del>
3" Sewer	3"	<del>971.99</del> <del>1,179.60</del>	<del>1,297.56</del>	<del>1,427.32</del>	<del>1,570.05</del>	<del>1,727.05</del>
6" Sewer	6"	<del>2,538.58</del> <del>3,080.80</del>	<del>3,388.88</del>	<del>3,727.77</del>	<del>4,100.54</del>	<del>4,510.60</del>
Industrial Sewer		<del>612.29</del> <del>743.06</del>	<del>817.37</del>	<del>899.11</del>	<del>989.02</del>	<del>1,087.92</del>
Sewer 3/Base Conspt	¾"	<del>140.38</del> <del>170.36</del>	<del>187.40</del>	<del>206.14</del>	<del>226.75</del>	<del>249.43</del>

**PETERSBURG BOROUGH  
ORDINANCE #2025-09**

DBL Base+Conspt/Res	¾"	<del>93.59</del> 113.58	124.93	137.43	151.17	166.29
Sewer Conspt- Res	¾"	0.00	0.00	0.00	0.00	0.00
Sewer Base	¾"	<del>46.79</del> 56.79	62.47	68.71	75.58	83.14
Sewer Conspt- Com		0.00	0.00	0.00	0.00	0.00
Sewer-Condos		<del>421.13</del> 511.09	562.20	618.42	680.26	748.28
Sewer 3xBase +Conspt		<del>140.38</del> 170.36	187.40	206.14	226.75	249.43
Housing Apartments	¾"	<del>280.76</del> 340.73	374.80	412.28	453.50	498.86
Commercial Swr Base		<del>104.84</del> 127.24	139.96	153.96	169.35	186.29
Half Chg Senior Cit	¾"	<del>23.41</del> 28.40	31.24	34.36	37.79	41.57

**Sewer Utility Commodity Charge Rate Schedule**

		<del>FY2022</del>	<del>FY2023</del> 3% inc.	<del>FY2024</del> 6% inc.	<del>FY2025</del> 3% inc.	<del>FY2026</del> 3% inc.
Service Description	Size of Water Meter	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal
All service levels	All	<del>1.02</del>	<del>1.05</del>	<del>1.11</del>	<del>1.15</del>	<del>1.18</del>

**Sewer Utility Commodity Charge Rate Schedule**

		<del>FY2026</del> 3% inc. 25% inc.	<del>FY2027</del> 10% inc.	<del>FY2028</del> 10% inc.	<del>FY2029</del> 10% inc.	<del>FY2030</del> 10% inc.
Service Description	Size of Water Meter	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal	\$/Kgal
All service levels	All	<del>1.18</del> 1.44	1.58	1.74	1.91	2.10

The commodity charge is billed from the rate schedule as presented in this chapter, for each unit. A unit shall be each separate residence, house, trailer, apartment, commercial or industrial premises, public restroom or any structure designed or used for dwelling or business purposes.

**PETERSBURG BOROUGH  
ORDINANCE #2025-09**

B. Fees for sewer services and administration shall be as follows:

*Connect/reconnect fee.* If water valve seals have been used to disconnect a private water system and facilitate the disconnection of sewer service, a \$30.00 fee shall be assessed when service is reconnected. When borough water service is being connected or reconnected, the connect fee for the water utility shall be billed but no connection fee for sewer shall apply.

*Disconnect fee.* In the event borough water service is disconnected to a unit, sewer service charges may be discontinued. If a unit is not served by borough water service, disconnection of the unit's water supply and installation of a borough valve seal on an accessible water control valve will meet the requirements for discontinuation of sewer charges. The borough shall bill the property owner the actual cost to discontinue the service. If borough seals are tampered with or broken before being removed by the borough in preparation to reconnect services, the property owner will be backbilled for all waived charges during the disconnection period.

*Charges for Service.* If Borough staff responds to a call for service and the cause of the problem is found to be located on private property, the property owner is responsible for all labor and equipment costs for repair of service.

New service fee:	
Four- or six-inch sewer line	\$150.00
Eight-inch and larger sewer line	\$250.00
New service line installation:	Actual cost
Private sewage disposal:	\$4.00 per 100 gallons of liquid waste delivered to the wastewater treatment plant.
	\$50.00 per 55 gallon volume of waste containing at least ten percent solids by weight.
Vactor Service:	\$750.00 per load flat fee for septic tanks, outhouse or vault toilet pumping.
Portable toilet service:	\$300.00 flat fee for pumping of temporary, rented or privately-owned portable toilets.
Marine pumping: (Vessel pumps to Borough tanker)	\$800.00 flat fee per load. Responsibility for wastewater spills lies solely with vessel owner during pumping.
Camera Inspection Equipment:	An equipment fee of \$40.00 per hour is charged for pipeline inspection services on private sewer lines, with a 1 hour minimum. Actual personnel costs are charged in addition to the equipment fee.
Sewer Cleaning Equipment:	An equipment fee of \$40.00 per hour is charged for clearing of blockages on private property, with a 1 hour minimum. Actual personnel costs are charged in addition to the equipment fee.

- C. Nonresident rates and fees. Charges for all sewer services and fees for users outside Service Area 1 or the municipal limits shall be twice the Service Area 1 rate.
- D. Sewer rates and fees shall be reviewed annually by the sewer utility and finance departments and a recommendation made to the borough manager for the increase or decrease of rates as needed for the sound financial management of the sewer utility. The borough manager shall review the findings and present the recommendation to the borough assembly.
- E. Interest shall accrue on past due accounts: Maximum rate allowable by state law.

**Section 4. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

**PETERSBURG BOROUGH  
ORDINANCE #2025-09**

**Section 5. Effective Date:** This Ordinance shall become effective immediately upon final passage.

**PASSED AND APPROVED** by the Petersburg Borough Assembly, Petersburg, Alaska this \_\_\_\_ day of \_\_\_\_, 2025.

\_\_\_\_\_  
**Mark Jensen, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Rebecca Regula, Borough Clerk**

Adopted:  
Published:  
Effective:

**PETERSBURG BOROUGH  
ORDINANCE #2025-10**

**AN ORDINANCE ADDING “SECTION N - MARINE PASSENGER SHIP REFUSE” TO SECTION  
14.12.140, RATES OF REFUSE COLLECTION, OF CHAPTER 14.12 OF THE MUNICIPAL  
CODE (SANITATION).**

**Whereas,** the sanitation department provides essential refuse management services to Marine Passenger Ships, necessitating a fee to ensure these services are adequately funded.

**Therefore,** the Petersburg Borough Ordains, Chapter 14.12 of the Petersburg Municipal Code, entitled Sanitation, is hereby amended as follows:

**Section 1. Classification:** This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

**Section 2. Purpose:** The purpose of this ordinance is to add “Section N Marine Passenger Ship Refuse” to Section 14.12.140.

**Section 3. Substantive Provisions:** The following provisions of Chapter 14.12 of the Petersburg Borough Municipal Code are hereby amended as set out in new “Section N Marine Passenger Ship Refuse” to PMC 14.12.140 (the proposed new language is in red).

**14.12.140 Rates for refuse collection.**

- A. Except as otherwise provided in this chapter, each residential unit within Service Area 1 shall maintain and be charged for at least the minimum level of service. Single-family residential and duplex units requiring more than the minimum level shall be charged accordingly.
- B. Commercial and industrial users including hotels, motels, bed and breakfast units and apartment buildings with three or more units shall be charged for the level of service requested.
- C. The monthly rates for refuse collection by the borough or its designated or authorized agent shall be:

7/01/18—2% Increase

Pick-ups Per Week	32 gal Recycling Incentive Rate	32 gal	64 gal	96 gal	288 gal	384 gal	480 gal	540 gal
1	\$30.51	\$36.61	\$54.18	\$63.57	\$184.20	\$244.52	\$304.84	\$342.54
2			\$83.68	\$123.89	\$365.16	\$485.79	\$606.43	\$681.83
3				\$184.20	\$546.11	\$727.06	\$908.01	\$1,021.11
4					\$727.06	\$968.33	\$1,209.60	\$1,360.39
5							\$1,511.19	\$1,699.68
6								\$2,076.66

**PETERSBURG BOROUGH  
ORDINANCE #2025-10**

7								\$2,378.25
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07/01/2022—3% Increase

Pick-ups Per Week	32 gal Recycling Incentive Rate	32 gal	64 gal	96 gal	288 gal	384 gal	480 gal	540 gal
1	\$31.43	\$37.71	\$55.82	\$65.48	\$189.73	\$251.86	\$313.99	\$352.82
2			\$86.19	\$127.61	\$376.11	\$500.36	\$624.62	\$702.28
3				\$189.73	\$562.49	\$748.87	\$935.25	\$1,051.74
4					\$748.87	\$997.38	\$1,245.89	\$1,401.20
5							\$1,556.53	\$1,750.67
6								\$2,138.96
7								\$2,449.60

07/01/23—3% Increase

Pick-ups Per Week	32 gal Recycling Incentive Rate	32 gal	64 gal	96 gal	288 gal	384 gal	480 gal	540 gal
1	\$32.37	\$38.84	\$57.49	\$67.44	\$195.42	\$259.41	\$323.40	\$363.40
2			\$88.78	\$131.43	\$387.40	\$515.37	\$643.36	\$723.35
3				\$195.42	\$579.37	\$771.34	\$963.31	\$1,083.30
4					\$771.34	\$1,027.30	\$1,283.26	\$1,443.24
5							\$1,603.22	\$1,803.19
6								\$2,203.13
7								\$2,523.09

7/01/24—3% Increase

Pick-ups Per Week	32 gal Recycling Incentive Rate	32 gal	64 gal	96 gal	288 gal	384 gal	480 gal	540 gal
1	\$33.34	\$40.00	\$59.21	\$69.46	\$201.28	\$267.19	\$333.11	\$374.30
2			\$91.44	\$135.38	\$399.02	\$530.84	\$662.66	\$745.05
3				\$201.28	\$596.75	\$794.48	\$992.21	\$1,115.79
4					\$794.48	\$1,058.12	\$1,321.76	\$1,486.53
5							\$1,651.32	\$1,857.29

**PETERSBURG BOROUGH  
ORDINANCE #2025-10**

6								\$2,269.22
7								\$2,598.78

7/01/25—3% Increase

Pick-ups Per Week	32 gal Recycling Incentive Rate	32 gal	64 gal	96 gal	288 gal	384 gal	480 gal	540 gal
1	\$34.34	\$41.20	\$60.99	\$71.55	\$207.32	\$275.21	\$343.10	\$385.53
2			\$94.18	\$139.44	\$410.99	\$546.76	\$682.54	\$767.41
3				\$207.32	\$614.65	\$818.31	\$1,021.97	\$1,149.27
4					\$818.31	\$1,089.86	\$1,361.42	\$1,531.13
5							\$1,700.86	\$1,913.00
6								\$2,337.30
7								\$2,676.74

7/01/26—3% Increase

Pick-ups Per Week	32 gal Recycling Incentive Rate	32 gal	64 gal	96 gal	288 gal	384 gal	480 gal	540 gal
1	\$35.37	\$42.44	\$62.82	\$73.70	\$213.54	\$283.47	\$353.39	\$397.10
2			\$97.01	\$143.62	\$423.32	\$563.16	\$703.02	\$790.43
3				\$213.54	\$633.09	\$842.86	\$1,052.63	\$1,183.75
4					\$842.86	\$1,122.56	\$1,402.26	\$1,577.06
5							\$1,751.88	\$1,970.39
6								\$2,407.42
7								\$2,757.04

- D. Pack-out service. Pack-out service shall be provided for an additional monthly charge of \$10.00 for each 32-gallon equivalent within the customer's service level. No pack-out service shall be provided for containers located more than 50 feet from the street. No pack-out service shall be provided for service levels greater than 96 gallons.
- E. Return call pick-ups. Customer containers and dumpsters must be readily available for pick-up as determined by the borough. Return call pick-ups deemed not to be an oversight or responsibility of the refuse collection personnel will be charged \$15.00 per return call in addition to the regular monthly bill.
- F. Minimum charge. The minimum refuse collection charge shall be the rate for 32 gallons for once per week pick-up.

**PETERSBURG BOROUGH  
ORDINANCE #2025-10**

- G. Extra refuse. If a customer places an extra carton, box, bag, bale or container out for pick-up by the refuse collection personnel beyond the level of service billed to the customer, that customer shall be charged an extra refuse fee equal to an additional one-quarter of the minimum monthly refuse collection charge for each 32-gallon equivalent, or portion thereof, that is over and above the customer's service level.
- H. Multi-unit commercial and/or residential premises. The landlord/owner may be billed for the service provided to multi-unit commercial and/or residential premises with three or more units where the refuse containers communally serve the units.
- I. Vacation rate. In the event the residence will be vacant for a time period of one month or more, the customer may request a vacation rate of five dollars per month which will discontinue collection pickups during the vacancy of the residence. The customer will provide the utility with a specific date of return at which time regular service and billing will resume. The vacation rate is available for full billing periods only. It shall not be prorated for partial billing periods.
- J. If customers set out refuse beyond their billed level of service more than twice per month, the utility will notify the customer and upgrade the service to the appropriate level.
- K. Irregular service charges. When requests are made by customers for irregular collection service, the fee for such service shall consist of a refuse charge plus a pick-up fee, as follows:
  - (i) For plastic or metal containers (other than roll off containers), the refuse charge shall be as set out in section 14.12.140 for the size of container requested. In no case shall the charge be less than one week's billing. An additional \$55.00 fee will be applied for each pick-up of the requested container if it is between 288 and 540 gallons, inclusive, in size.
  - (ii) For roll off containers, the pick-up fee will be \$85.00, and the refuse charge will be billed at the published per pound rate for baler waste as listed in section 14.12.150.

Metal dumpsters and roll off containers may be picked up by the collector and returned to the sanitation department at the borough's discretion if a customer does not have refuse collected from the container for a period of 30 consecutive days or more. A pickup fee and refuse charge (if refuse is present in the container at the time of pickup), in the amounts set out in paragraph (i) or (ii) above, will apply and be charged to the customer's account.

A container deposit may be required for irregular services as described in this section.

- L. Recycling incentive rate. Beginning with the implementation of a residential commingled curbside recycling program, the service fee for 32-gallon refuse collection shall be increased by 20 percent over codified rates and programmed increases contained in section 14.12.140 C. This increase shall be waived for all customers who enroll in the borough's commingled curbside recycling program. By enrollment in the curbside recycling program, the customer agrees to actively recycle and follow the rules of the program as established by the sanitation utility.
- M. Disposal of vehicles. Vehicles will be accepted for disposal at the landfill under the provisions of this section, and subject to the schedule of fees listed in section 14.12.150, on-site refuse disposal rates.

It is the intent of this section to provide an affordable means for residents of the borough to dispose of used vehicles while also keeping costs reasonable for the sanitation department. It is not the intent of this section to provide processing of used vehicles prior to final disposal. Accordingly, vehicles brought to the landfill for disposal must be processed by the customer prior to disposal, by removal of all fluids, tires/wheels, and any trash contained within the vehicle, unless otherwise permitted by the department. The sanitation department reserves the right to refuse drop off of any vehicle that has not been processed by the customer. If a vehicle is dropped off that has not been fully processed, charges may be either applied to the customer's account, or billed directly to the customer if the customer does not have an account, for labor and equipment time incurred by the sanitation department to process the vehicle for disposal. Abuse of the vehicle disposal policy may lead to suspension of the customer's landfill privileges at the discretion of the public works director.

**PETERSBURG BOROUGH  
ORDINANCE #2025-10**

The sanitation department shall maintain a comprehensive policy for vehicle disposal and shall update this policy periodically as needed. All persons wishing to dispose of a vehicle will be provided a copy of the vehicle disposal policy and will be required to acknowledge receipt of the policy.

N. Marine Passenger Ship refuse. A flat rate of \$800.00 will apply for each round trip performed by the sanitation department for purposes of collecting and disposing of refuse from Marine Passenger Ships docked in Petersburg. This flat rate will include: scheduling and coordination for the pickup; meeting the vessel at the designated time and place with an appropriate collection truck; and disposal of refuse at the Borough's baling facility. The flat rate applies only to activities conducted during regular business hours. If service results in staff overtime or falls on a holiday, additional charges may apply.

**Section 4. Severability:** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

**Section 5. Effective Date:** This Ordinance shall become effective immediately upon final passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mark Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Regula, Clerk

Adopted:  
Noticed:  
Effective:

**PETERSBURG BOROUGH  
RESOLUTION #2025-10**

**A RESOLUTION APPROVING THE LEASE OF A BOROUGH PARCEL,  
DESCRIBED AS LOT 4A, BLOCK 222, SKYLARK II SUBDIVISION, PLAT  
#90-14 (PARCEL ID #01-010-737), TO NORDIC REAL ESTATE, LLC**

**WHEREAS**, the Petersburg Borough owns a parcel located at 1107 S Nordic Dr, described as follows:

Lot 4A, Block 222, Skylark II Subdivision, Plat 90-14, Petersburg Recording District, State of Alaska (Parcel ID #01-010-737) ("the parcel")

**WHEREAS**, application was made by Nordic Real Estate, LLC, to lease the parcel; and

**WHEREAS**, on April 8, 2025, a duly noticed public hearing was held by the Petersburg Borough Planning Commission on the application; and

**WHEREAS**, the Planning Commission considered and reviewed applicant materials, public comments and testimony, and staff comments, and made recommendation to the Assembly to lease the parcel; and

**WHEREAS**, pursuant to PMC Section 16.12.070, at its April 21, 2025 meeting, the Borough Assembly considered the disposal of the parcel and that the disposal be processed by direct negotiations with a lease to the applicant; and

**WHEREAS**, the property has been further determined not needed for a public use, and is appropriately zoned for its intended future use to provide access to the building and lot located directly adjacent to the parcel, owned by the applicant; and

**WHEREAS**, the parcel has an assessed value of \$30,400.00, and the Petersburg Municipal Code (PMC), Section 16.12.160, provides that the disposal of borough property with an assessed value of \$250,000 or less be done by resolution.

**THEREFORE, BE IT RESOLVED** by the Assembly of the Petersburg Borough, as follows:

**Section 1.** The Petersburg Borough Assembly hereby authorizes the lease of the following parcel by lease agreement to Nordic Real Estate, LLC, pursuant to the terms and conditions set forth in this Resolution and in the Lease Agreement, attached hereto as Exhibit A and incorporated herein by reference.

Lot 4A, Block 222, Skylark II Subdivision, Plat 90-14,  
Parcel ID #01-010-737

**Section 2.** The Assembly determines that the parcel is not required for municipal purposes.

**Section 3.** The initial annual lease rate of the parcel is \$3,040.00, with periodic adjustments over time as set out in the Lease Agreement.

**PETERSBURG BOROUGH  
RESOLUTION #2025-10**

**Section 4.** The Borough Manager is hereby authorized to execute the Lease Agreement on behalf of the Borough.

**PASSED and APPROVED by the Assembly of the Petersburg Borough, Alaska this 19<sup>th</sup> day of May, 2025.**

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**Mark Jensen, Mayor**

**ATTEST:**

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**Rebecca Regula, Borough Clerk**

**Exhibit A**

Record in the Petersburg Recording District

**LAND LEASE**

THIS AGREEMENT is made on the date last below signed between the Petersburg Borough, a municipal corporation organized and existing under the laws of the State of Alaska, whose mailing address is P.O. Box 329, Petersburg, Alaska 99833, hereinafter referred to as the "Lessor" or "Borough", and Nordic Real Estate LLC, a limited liability company organized in the State of Alaska, whose mailing address is P.O. Box 1975, Petersburg, Alaska, hereinafter referred to as the "Lessee(s)." Lessor and Lessee(s) are collectively referred to herein as "the parties".

**RECITALS**

WHEREAS, the real property subject to this lease lies within the boundaries of the Petersburg Borough, Alaska, First Judicial District, Petersburg Recording District; and

WHEREAS, Lessor holds title to such real property; and

WHEREAS, Lessee(s) has submitted an application showing: (1) the purpose of the proposed lease; (2) that the intended use complies with the zoning ordinance and the comprehensive plan of the Borough, and (3) that the parcel is not otherwise needed for a public use; and

WHEREAS, this lease contains restrictions and reservations as are necessary to protect the public interest; and

WHEREAS, Lessee(s) desires to lease the parcel described herein for the purpose of: constructing an alleyway or driveway for access and continued maintenance to the south side and rear of the building located at 1105 S Nordic Drive.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

**ARTICLE 1 - Demise and Description of Premises**

**Section 1.1: Demise and Description.** Lessor hereby leases to Lessee(s) the premises, ("demised premises,") described as: **Lot 4A, Block 222, Skylark II Subdivision, Plat 90-14** Petersburg Borough, AK, located in the Petersburg Recording District, subject to all valid existing rights, easements, rights-of-way, reservations, and exceptions, including those found in any patent or deed by which the Lessor received the premises.

## Exhibit A

### **ARTICLE 2 - Term of Lease**

**Section 2.1: Term.** The term of this lease shall be for a period of five (5) years, commencing on April 21, 2025 and ending at midnight on April 20, 2030, unless sooner terminated under the terms of this agreement.

**Section 2.2: Renewal.** This lease may be renewed at the option of Lessee(s) for three (3) additional five (5) year terms, for a combined allowable duration of twenty (20) years, through April 20, 2045, provided that Lessee(s) is not then in default under the terms of this lease, and Lessee(s) gives written notice to Lessor of Lessee's intention to exercise a renewal option at least ninety (90) days and not more than one hundred and fifty (150) days prior to the expiration of the then-current lease term. If Lessee(s), for any reason, fails to timely exercise a renewal option or does not qualify for a renewal option, all subsequent renewal options are null and void.

Except for adjustments to the rental amount and the insurance requirements under Sections 3.2 and 12.3 respectively, all covenants and conditions of this lease shall remain in effect during any renewal term, subject to review and approval by the Borough, whose approval shall not be unreasonably withheld.

Any lease renewal may be denied when the Borough, in its sole opinion and at its sole discretion, as reflected by a vote of the majority of the Borough Assembly, concludes that it is the public interest to conclude or not renew the lease.

### **ARTICLE 3 – Rent**

**Section 3.1: Rent.** Lessee(s) shall pay to Lessor rent for the demised premises at the annual rate of Three Thousand Forty Dollars and No Cents (\$3,040.00) during the first five-year term of this lease. Rent owed for the first year of this lease shall be paid in a single payment upon execution of this agreement. Rental payments shall be due and owing in advance, without the submittal of an invoice by the Borough, on the anniversary date each year of the commencement date of this agreement.

**Section 3.2: Rent Adjustment.** The annual rental rate payable pursuant to this lease shall be subject to adjustment by the Borough Assembly at the commencement of the sixth year of the term and every fifth year thereafter. The annual rent shall be determined by the new current assessed value of the demised premises and any improvements, adjusted by the rental rate percentage of ten percent (10%), however shall not be lower than the annual rate for the immediately preceding term. The rental rate adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment will be borne by the Lessee(s).

**Section 3.3: Penalty/Interest on Delinquent Payments.** Any payment due under this lease shall be deemed in default and delinquent if not paid within fifteen (15) days of the due date, or, if no due date is specified herein, within fifteen (15) days of tender of the applicable bill or invoice. The sum of \$100, or interest at the annual rate of eight percent (8%) on the delinquent payment, whichever is greater, shall be assessed on any delinquent payment. Additionally, the Lessee(s)

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shall be responsible to Lessor for any returned check fees or other charges incurred by Lessor as to any check or other form payment of Lessee(s) on which the bank or other financial institution refuses payment.

**ARTICLE 4 - Use of Premises**

**Section 4.1: Use of Premises; Abandonment.** The demised premises are to be used only for: constructing an alleyway or driveway for access to and continued maintenance of the south side and rear of the building located at 1105 S Nordic Drive. Failure of the Lessee(s) to make substantial use of the demised premises within two years of lease inception, or any substantial abandonment or cessation of operations by Lessee(s) for two (2) consecutive years, will, in the Lessor's discretion, constitute grounds for termination of the lease.

**Section 4.2: Compliance with Law.** Lessee(s) shall comply with and abide by all federal, state, municipal and other governmental statutes, laws, ordinances, rules and regulations affecting the demised premises, the improvements thereon, or any activity or condition on such premises, in effect upon execution of this lease or hereafter adopted.

The issuance of this lease does not relieve the Lessee(s) of responsibility for obtaining licenses or permits which may be required by duly authorized state, federal or other agencies having jurisdiction over the demised premises or the use to be made of the premises. Any necessary permits or licenses must be obtained prior to commencement of the permitted or licensed activity.

**Section 4.3: Uses Prohibited.** This lease grants to Lessee(s) only the surface use of the demised premises. Lessee(s) shall not use, or permit the demised premises or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased; and no use shall be made or permitted to be made of the demised premises, or acts done, which may be considered hazardous on account of fire or otherwise. Any use not authorized by this lease shall constitute a trespass against the Lessor, and considered a breach of this lease. No fuel storage shall be allowed on the demised premises other than in Lessor-approved fuel tanks.

**Section 4.4: Waste and Nuisance Prohibited; Unlawful Purpose; Removal of Rubbish.** Lessee(s) shall not commit, or suffer to be committed any waste on the demised premises, or any nuisance. Lessee(s) shall not use or occupy the premises for any unlawful purpose. The Lessee(s) shall not store on the premises, and shall promptly remove and properly dispose of, refuse, waste materials, garbage, and other rubbish.

**Section 4.5: Environmental and Water Quality Protection.**

(a) If the Borough has cause to believe that environmental or water quality damage has occurred or is threatened, the Borough may give Lessee(s) twenty-four (24) hours notice of such damage or threatened damage, after which time, unless the Borough and Lessee(s) mutually agree otherwise, the Borough shall have the right to require the Lessee(s), or Lessee(s)' employees, representatives and agents to cease operations immediately and require Lessee(s) to

## Exhibit A

take immediate action, pursuant to its oil spill contingency plan, if applicable, to correct or eliminate said damage or threat thereof. Failure of Lessee(s) to comply with such requests will be treated as a material breach of this agreement, entitling the Borough to terminate this agreement as provided. The Borough's rights under this provision shall not be construed as creating an obligation on the Borough's part to conduct or provide for any inspection as to environmental practices, it being agreed that compliance is the sole responsibility of Lessee(s).

(b) In accordance with Article 15, liability for any environmental or water quality damage that is caused by Lessee(s) or its employees, agents and representatives shall be borne by and at the sole expense of Lessee(s). If Lessee(s) fails or refuses to correct or repair said damage, pursuant to the Lessee(s)' oil spill contingency plan or otherwise, within a reasonable time, then after reasonable notice to Lessee(s), the Borough shall have the right, but not the obligation, to contract with any party to correct said condition and collect payment from Lessee(s) for all actual costs of said correction or repair.

(c) In addition to the Borough's right to indemnification as stated herein, Lessee(s) shall indemnify and hold the Borough harmless for any and all civil or criminal liabilities or penalties, including costs of defense, resulting from Lessee(s)' acts or omissions which cause, threaten, or permit, or are alleged to cause, threaten, or permit, environmental or water quality damage, or sanctions to be incurred because of environmental or water quality damage.

Section 4.6: Utilities. Lessee(s) shall fully and timely pay all costs associated with public services used by Lessee(s), for example, electric utility and any other utilities of any kind furnished to the demised premises throughout the term hereof, and all other similar costs and expenses of any kind whatsoever, arising from the use, operation and maintenance of the premises and all activities conducted thereon.

## **ARTICLE 5 – Improvements**

Section 5.1: Required Improvements. No improvements are required as a condition of this lease. However, any improvements made by the Lessee(s) shall require the prior written approval of the Lessor and comply with all federal, state, municipal and other governmental statutes, laws, ordinances, rules and regulations.

Section 5.2: Proper Placement of Improvements. Lessee(s) shall bear all responsibility for the proper placement of improvements on the demised premises, so as to avoid any encroachment on other lands of the Lessor or on lands owned or leased by another.

Section 5.3: Maintenance of Improvements. Lessee(s) shall, throughout the term of this lease, at their own cost, and without any expense to Lessor, keep and maintain the premises, including all improvements of any kind which may be or become a part thereof, in good, neat, clean and sanitary order, condition and repair. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description whatsoever, to the demised premises or to any improvements thereon.

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Section 5.4: Avoidance of Pollution. Lessee(s) shall not pollute the waters or real property that are the subject of this lease. Any pollution by Lessee(s) shall be considered a material breach of this lease.

Section 5.5: Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of any improvement on the demised premises shall not release Lessees from any obligation hereunder, except as hereinafter expressly provided. In the event an improvement on the demised premises is destroyed to such an extent as to be rendered untenable by fire, storm, earthquake, or other casualty, Lessee(s) may elect to terminate this lease by providing Lessor with written notice within thirty (30) days of the destruction of the improvements. Should Lessee(s) elect to so terminate this lease, such termination shall be effective thirty (30) days after such notice. Such an election to terminate does not relieve Lessee(s) of the obligation to remove the damaged or destroyed improvement, as set out in Section 5.6 hereof.

Section 5.6: Removal or Reversion of Improvements Upon Expiration or earlier Termination. At the election of the Lessor, upon expiration or sooner termination of this lease, improvements and/or personal property located on the demised premises and owned by Lessee(s) may revert to and absolute title shall vest in the Lessor or shall, within sixty (60) calendar days after expiration or termination of this lease, be removed by Lessee(s) provided that the Borough Assembly may extend the time for removing improvements in cases where hardship is proven. The Lessee(s) may, with the consent of the Borough Assembly, sell their improvements to a succeeding Lessee(s). All periods of time granted Lessee(s) to remove improvements and/or personal property are subject to Lessee(s)' payment to the Lessor of pro rata lease rentals for said periods. If any improvements and/or personal property are not removed by Lessees within the time allowed, such improvements and/or personal property shall remain the property and responsibility of Lessee(s) and may be removed or destroyed by the Lessor, at the expense of Lessee(s).

Section 5.7: Repair of Premises. If Lessee(s) removes any improvements and/or personal property from the demised premises upon expiration or termination of this lease, Lessee(s) shall, at Lessee(s)' sole expense, repair any injury to the premises resulting from such removal.

## **ARTICLE 6 – Encumbrances**

Section 6.1: Lessee(s) to Keep Premises Free of Liens. Lessee(s) shall keep the demised premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics, materialmen's and other liens arising out of or in connection with work or labor done, services performed, or repairs or additions which Lessee(s) may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee(s) on or about the premises, or any obligations of any kind incurred by Lessee(s). Lessee(s) agrees, at all times promptly and fully, to pay and discharge any and all claims on which any such lien may or could be based. By this provision, the parties do not in any way recognize or acknowledge the authority or right of any person to impose any such lien.

Section 6.2: Contesting Liens. If Lessee(s) desires to contest any such lien, Lessee(s) shall notify Lessor of intention to do so within fifteen (15) days after the filing of such lien. In such

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case, and provided that Lessee(s) shall on demand protect Lessor by a good and sufficient surety bond against any such liens and any cost, liability or damage arising out of such contest, Lessee(s) shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee(s) shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee(s) hereunder.

Section 6.3: Encumbrance of Lessee's Leasehold Interest. Lessee(s) may not encumber Lessee(s)' leasehold interest in the demised premises, without the written consent of the Lessor, which may be granted or denied at the sole discretion of Lessor. Any encumbrance granted without the approval of Lessor is null and void. Any encumbrance, or a foreclosure or other conveyance arising from an encumbrance, shall not relieve Lessee(s) from its liability hereunder.

Section 6.4: Right to Notice to Holder of Encumbrance. If Lessee(s) shall encumber its leasehold interest in the demised premises, and in the event of default or breach of this lease, the holder of a properly recorded and approved encumbrance of an improvement on the demised premises and every approved sublessee thereof, shall be given a duplicate copy of any notice of default in the same manner as notices given to Lessee(s), provided however that such holder of an encumbrance or sublease has provided current address information in writing to the Borough Clerk. Such holder of an encumbrance or sublease may, at its option, at any time before the rights of Lessee(s) shall be terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing that may be necessary and proper to be done, in the observance of the covenants and conditions hereof, to prevent the termination hereof. All payments so made, and all things so done and performed shall be as effective to prevent a termination of the rights of Lessee(s) hereunder as the same would have been if done and performed by Lessee(s).

## **ARTICLE 7 - Reservation of Rights**

Section 7.1: Mineral Reservations. Lessor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, assigns and other lessees, forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon the lands subject to this lease, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils. Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors, assigns and other lessees, forever, the right by itself, or its or their agents or other representatives, to enter upon the lands subject to this lease, or any part thereof, at any and all times, for the purpose of making beneficial use of these reserved rights and to remain and to occupy as much of said lands as may be necessary or convenient for such purpose, hereby expressly reserving to itself, its lessees, successors and assigns, as aforesaid, generally all rights reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

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Section 7.2: Surface Reservations. All deposits of stone, earth or gravel, and standing timber, valuable for extraction or utilization are reserved by Lessor and shall not be removed from the land or sold without the written consent the Borough Manager.

Section 7.3: Lessor's Right of Entry. Lessee(s) shall permit Lessor, its agents, employees and other representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the demised premises and improvements thereon.

**ARTICLE 8 - Eminent Domain**

Section 8.1: Effect of Condemnation. If the whole or any part of the demised premises is taken by any authorized body vested with the power of eminent domain, the following provisions control:

Section 8.1.1: Taking of the Entire Premises. If the entire premises are taken by condemnation, the terms of this lease and all rights of Lessee(s) will terminate at the time of the taking; i.e., at the time title finally vests in the governmental agency exercising the power of eminent domain. Lessor is entitled to all condemnation proceeds, except that Lessee(s) shall be paid the portion of the proceeds attributable to the fair market value of the improvements placed on the condemned premises and owned by Lessee(s).

Section 8.1.2: Taking of Substantial Part of Premises. If the taking is of a substantial part of the premises, the following shall apply:

- (a) If the taking by condemnation reduces the ground area of the demised premises by at least 30% or materially affects the use being made by Lessee(s) of the parcel, Lessee(s) may elect to terminate the lease by written notice to Lessor not later than ninety (90) days after the date of taking.
- (b) If Lessee(s) elects to terminate, the provisions of Section 8.1.1 shall govern the condemned portion of the demised premises and Section 5.6 and any other applicable term of the lease shall govern the removal and/or disposal of the remainder of any improvements made by Lessee(s).
- (c) If Lessee(s) elect not to terminate, this lease continues as to the remaining portion of the demised premises, and Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the improvements placed on the condemned portion of the premises and owned by Lessee(s). Rent for the balance of the lease will be adjusted by Lessor to reflect the taking.

Section 8.1.3: Taking of Insubstantial Part of Premises. If the taking by condemnation reduces the ground area of the demised premises by less than 30% and Lessor determines that the taking is of such an insubstantial portion that Lessee's use of the demised premises is not materially affected, an election to terminate by Lessee(s) is not allowed and the provisions of Section 8.1.2(c) will govern.

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Section 8.2: Authority. By this Article, the parties do not in any way recognize or acknowledge the authority or right of any governmental entity to exercise a power of eminent domain over the demised premises or any interest created by this lease.

**ARTICLE 9 - Assignment and Subletting**

Section 9.1: Assignment. Lessee(s) may assign this lease only with the prior written consent of the Borough Assembly, said consent granted at its sole discretion. The assignee shall be subject to all the provisions of the lease and Lessee(s)-assignor(s) shall not be relieved of any of Lessee(s)' obligations hereunder. However, the Assembly may, in its discretion, approve an assignment made solely as security for a loan, whereby the lender/assignee shall not be liable for the obligations of the Lessee(s) unless the lender/assignee is or becomes in possession of the leased property. Lessee(s) shall not transfer, convey or otherwise dispose of this lease or the rights hereunder, in whole or in part, without the prior written consent of Lessor. Lessor may accept rent or other funds or obligations due from an assignee or other transferee, but no such collection of rent or other funds or obligations shall be deemed a waiver of any term or condition of this lease, nor an acceptance of the assignee or other transferee as Lessee(s).

Section 9.2: Subletting. Lessee(s) may sublease the demised premises or any part thereof only with the prior written consent of the Borough Assembly, said consent granted at its sole discretion. All subleases shall be in writing and shall include or otherwise incorporate all terms and conditions of this lease. Upon approval of a sublease, sublessee shall be responsible for all obligations of Lessee(s) under the lease, including compliance with all terms and provisions of this lease. However, Lessee(s) continues to remain responsible for all terms, provisions, and obligations of the lease in addition to sublessee. Lessor may collect rent from the sublessee, but such collection shall not be deemed a waiver of any term or condition of this lease nor an acceptance of the sublessee as Lessee(s). The terms of a sublease must be approved by the Borough, and a copy of the executed sublease shall be filed with Borough Clerk.

**ARTICLE 10 – Warranties**

Section 10.1: Title and Quiet Possession. Lessor covenants that Lessor is seized of the demised premises in fee simple and that Lessee(s) shall have quiet and peaceable possession of the demised premises during the term hereof, subject to the terms and provisions of this lease. Prior to entering into this lease, if Lessee(s) so requests, Lessor shall provide to Lessee(s) a copy of the deed or patent under which Lessor obtained ownership of the demised premises.

Section 10.2: Authority of Agents. Each party to this agreement warrants that the individual(s) signing this lease on their behalf has written authority to execute this agreement.

**Exhibit A****ARTICLE 11 – Taxes**

**Section 11.1: Taxes.** Lessee(s) shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, and any other similar charges or fees, of every kind which may be levied, assessed or charged, or which may become a lien or charge on or against the demised premises or any part thereof, the leasehold of Lessee(s) herein, or any improvements now or hereafter located thereon.

**Section 11.2: Contesting Taxes.** If Lessee(s) shall in good faith desire to contest the validity or amount of any tax, assessment, charge or fee herein agreed to be paid by Lessee(s), Lessee(s) shall be permitted to do so and to defer payment of such tax, assessment, charge or fee, the validity or amount of which Lessee(s) is so contesting, until final determination of the contest, provided that Lessee(s) provides Lessor written notice thereof prior to the commencement of any such contest, which shall be at least thirty (30) days prior to delinquency, and provides Lessor on demand a good and sufficient surety bond against any such tax, assessment, charge or fee, and from any costs, liabilities or damage arising out of any such contest. Lessee(s) shall not be in default until thirty (30) days after the final determination of the validity of said contested tax, assessment, charge or fee, within which time Lessee(s) shall satisfy and discharge such to the extent held valid; but the satisfaction and discharge of such shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee(s) hereunder.

**ARTICLE 12 – Insurance**

**Section 12.1: Insurance.** Lessee(s) shall, for any claims that may occur or be made during the initial and any renewal term of this lease, at its own expense, keep in force by advance payment of premiums, the following-described policies of insurance for protection against the claims of employees or other persons, insuring both Lessee(s) and Lessor against any liability that may accrue against them or either of them arising from or in any way connected with this lease and the acts or omissions of Lessee(s), its agents, sublessees or other representatives under this lease:

- (a) Workers compensation and employer's liability insurance, as required by law, and if applicable, any other federal or state insurance requirements regarding lessee's operations.;
- (b) Comprehensive general liability insurance, written on an occurrence form and not a claims-made form, satisfactory to the Lessor with a combined single claim limit of not less than Two Million Dollars (\$2,000,000.00); and
- (c) Commercial Automobile Liability Insurance, covering bodily injury and property damage, with adequate per occurrence limits satisfactory to Lessor; and
- (d) Property insurance, insuring Lessee(s)' property and improvements, in adequate amounts to insure the property's full value; and
- (e) Pollution insurance satisfactory to the Lessor.

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The Borough Clerk may, at the Clerk's discretion and after consultation with the Borough Attorney, waive, for a specific period of time or for a entire term, the requirement that the Lessee(s) obtain one or more of the insurance policies listed above in the event that the Clerk determines, in writing, such policy or policies not to be applicable to the use or operations of the Lessee(s).

Section 12.2: Insurance Certificate. The insurance shall be placed with an insurance carrier or carriers satisfactory to Lessor and shall not be subject to cancellation or any material change except after thirty (30) days written actual notice to Lessor. Lessor shall be specifically named as an additional insured on policies required by Section 12.1, where permissible, and all insurers shall agree to waive all rights of subrogation against Lessor. A current certificate of insurance reflecting full compliance with these requirements shall, at all times during this lease, be kept on deposit at the general offices of Lessor. If Lessee(s) fails to comply with these insurance requirements, Lessor may suspend Lessee(s)' activities on the demised premises until Lessee(s) fully complies with these requirements, or may terminate this lease in accordance with Section 13 hereof, or may, but shall not have any obligation to, obtain and pay for such insurance and keep the same in force and effect, and Lessee(s) shall pay Lessor on demand for the premium costs thereof.

Section 12.3: Maintenance of Coverage. All general liability and other casualty policies shall be written as primary policies; they shall not be contributing with, or in excess of, any insurance coverage that Lessor may otherwise carry. In order to maintain the same level of coverage that will exist at the commencement of this lease, the amounts and types of coverage called for herein shall be subject to review at each renewal, and, at the Lessor's sole discretion, the insurance requirement shall be increased or extended to require the amounts and types of coverage deemed necessary by the Lessor. The insurance required by this lease shall cover all claims arising from or in any way related to or connected with the lease and the acts or omissions of Lessee(s) under this lease, whether or not such claim is asserted during the term of this lease or the applicable insurance policy and even though judicial proceedings may not be commenced until after the expiration of this lease or the applicable insurance policy. On policies as to which the Borough is an additional insured, all coverages must apply to claims between insureds on the policy. Lessee(s) shall maintain insurance written on an occurrence basis.

Section 12.4: Notification of Claim or Potential Claim. In the event the Lessee(s) becomes aware of a claim or potential against Lessee(s) relative to this lease, the Lessee(s) shall immediately notify, and provide documentation and full disclosure of the claim or potential claim, to the Lessor.

## **ARTICLE 13 - Default and Remedies**

Section 13.1: Default/Breach. Each of the following shall be deemed a default by Lessee(s) and a breach of this lease:

- (a) Lessee(s) shall fail to pay any installment of rent or perform any other obligation hereunder involving the payment of money on the date the same is due.

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- (b) Lessee(s) shall fail to comply with any term, provision, requirement, or covenant of this lease.
- (c) Lessee(s) shall desert or vacate or shall commence to desert or vacate the demised premises or any substantial portion thereof or shall remove or attempt to remove, without the prior, written consent of Lessor, all or a substantial portion of Lessee(s)' improvements on the demised premises.

**Section 13.2: Default Remedies.** If Lessee(s) defaults hereunder, and the default continues for thirty (30) calendar days after service of written notice by Lessor, without complete remedy of the default, Lessor shall take such action as is necessary to protect its rights and best interests, including the exercise of any and all rights after default permitted by this lease. No improvements may be removed by Lessee(s) or any other person during any time Lessee(s) is in default under this lease. If the default consists of a failure to obtain the required insurance, or creates a health or safety concern, the Lessor may immediately suspend Lessee(s)' activities and operations on the demised premises.

**Section 13.3: Rights upon Default after Notice.** After notice has been given and the default remains uncorrected for a period of thirty (30) days, Lessor, in addition to any rights and remedies that Lessor possesses by statute, common law or otherwise, may, without limitation, do one or more of the following:

- (a) Reenter the demised premises and take possession of and remove all persons and property from the same, without liability for any damage or injury therefor, , either by summary proceedings, suitable action at law, or other legal means, provided that any entry or reentry, possession, repossession or dispossession by Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release, or discharge Lessee(s), either in whole or in part for the monetary liability under this lease;
- (b) Declare the lease terminated and the term ended;
- (c) Re-let the demised premises in whole or in part for any period equal to or greater or less than the remainder of the original term of this lease, for any sum which may be reasonable;
- (d) Collect any and all rents due or to become due from sublessees or other occupants of the demised premises;
- (e) Recover from Lessee(s) the following items of damage:
  - (1) Actual attorney's fees and other expenses reasonably incurred by reason of the breach or default by Lessee(s),
  - (2) The cost of performing any term, provision, requirement or covenant on the Lessee(s)' part to be performed,

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- (3) Interest at the maximum allowable rate on all amounts owing to Lessor from the date due until payment thereof in full,
- (4) An amount equal to all rents due for the remainder of the term without reduction for anything other than the amount in fact received on releasing of the demised premises, and
- (5) Obtain specific performance of this lease.

Section 13.4: Remedies Cumulative/Obligations Survive. The remedies of Lessor hereunder shall be deemed cumulative and not exclusive of each other. All obligations of the Lessee(s) set forth in this lease survive expiration or earlier termination of this lease.

### **ARTICLE 14 - Termination and Holding Over**

Section 14.1: Redelivery of Premises. Lessee(s) shall, at the expiration or sooner termination of this lease, peaceably and quietly quit and surrender to Lessor the demised premises in as good a state and condition as the premises were at the commencement of the term, excepting normal wear and tear.

Section 14.2: Termination by Mutual Agreement, Due to Unlawful Purpose, or Upon Notice. Leases may be terminated in whole or in part, at any time, upon mutual written agreement by Lessee(s) and the Borough Assembly, or by the Borough Assembly acting alone if the demised premises are used for any unlawful purpose, or without cause upon one (1) year's written notice to Lessee(s).

Section 14.3: Reentry by Lessor. In the event the lease is terminated, or in the event that the demised premises, or any part thereof, are abandoned by Lessee(s) during the term of this lease, Lessor or its agents, employees or representatives, may, immediately or at any time thereafter, reenter and resume possession of said premises or such part thereof, and remove all persons and property therefrom, either by summary proceedings, a suitable action or proceeding at law or other legal means, without being liable for any damages or injury therefor. No reentry by Lessor shall be deemed an acceptance of a surrender of lease.

Section 14.4: Disposal Upon Termination. In the event that this lease is terminated, the Borough Assembly may offer the demised premises for lease or other appropriate disposal pursuant to the provisions of the Borough Code.

Section 14.5: Forfeiture of Rental Upon Termination. In the event that this lease shall be terminated because of any breach of Lessee(s), the annual rental payment last made by Lessee(s) shall be retained by Lessor and the Lessor may demand from Lessee(s) the amount equal to all rents due for the remainder of the term.

Section 14.6: Holding Over. Upon failure of Lessee(s) to surrender possession of the demised premises at the expiration or earlier termination of this lease, and during any period of holding over, Lessee(s) shall be responsible for payment for the annual rental payment calculated on a monthly pro rata basis. Lessee(s) shall acquire no additional rights to, or interest in, the demised premises by holding-over after expiration or earlier termination of this lease, and shall be subject

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to action, including legal action, by Lessor to require the surrender of the demised premises. All terms of this Agreement shall apply during the hold-over period. The receipt by Lessor of any rent or any other sum of money after the expiration or earlier termination of the lease, including after the giving by Lessor of any notice hereunder to effect surrender of the premises, shall not reinstate, continue or extend the resultant term herein demised, or in any manner impair the efficacy of, any notice or termination as may have been given by Lessor to Lessee(s) prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Lessor.

**ARTICLE 15 - Environmental Compliance**

**Section 15.1: Environmental Laws.** The Lessee(s) shall, at the Lessee(s)' own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws") and make all submissions to, provide all information to, and comply with all requirements of, the appropriate governmental authority (the "Authority") under the Environmental Laws. At no expense to the Lessor, the Lessee(s) shall promptly provide all information, and sign any documents, requested and required by the Lessor to determine the applicability of the Environmental Laws to the demised premises.

**Section 15.2: Remedial Plans and Action.** Should the Authority require that a remedial action plan be prepared and that remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge or threatened disposal, release, spill, or discharge of or contamination by, hazardous materials at the demised premises that occurs or is discovered during the term of this lease or arises out of or in connection with the Lessee(s)' use or occupancy of the demised premises, then the Lessee(s) shall, at the sole expense of Lessee(s), prepare and submit the required plans and financial assurances and carry out the approved plans.

**Section 15.3: Indemnification.** The Lessee(s) shall indemnify, defend, and hold harmless the Lessor from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of, or contamination by, hazardous materials at the demised premises that occurs or is discovered during the term of the lease or arises out of or in connection with the Lessee(s)' use or occupancy of the demised premises; and from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the Lessee(s)' failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs or is discovered during the term of this lease or arises out of or in connection with the Lessee(s)' use or occupancy of the demised premises.

**Section 15.4: No Discharge or Disposal.** The Lessee(s) agrees to not discharge or dispose of, or suffer the discharge or disposal of, any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.

## Exhibit A

Section 15.5: Presumption. In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the demised premises (i) has been released on the demised premises; (ii) has resulted from acts or omissions of the Lessee(s) or its agents or representatives; and (iii) has occurred during the term of this lease. The Lessee(s) has the burden of rebutting the presumptions by clear and convincing evidence.

Section 15.6: Definition. As used in this lease, the term “hazardous materials” means any hazardous or toxic substances, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

Section 15.7 Survival of Obligations. The obligations and provisions of this section 20 shall survive the expiration or termination of this lease.

### **ARTICLE 16 - General Provisions**

Section 16.1: Disclaimer. Lessor's consent to Lessee's use of the demised premises shall not be construed as endorsing the use of the demised premises for the purposes proposed by Lessee(s) and the Borough disclaims any such express or implied endorsement.

Section 16.2: Notices. Any notice or demand, which under the terms of this lease or under any statute or Borough Code provision must be given or made by the parties hereto, shall be in writing and shall be given or made by hand-delivery or by certified mail, return receipt requested, addressed to the other party at the address of record, designated as follows:

(a) The Lessor:

Petersburg Borough  
 Attention: Borough Manager  
 Physical address: 12 S. Nordic Drive  
 Mailing address: P. O. Box 329  
 Petersburg, Alaska 99833

(b) The Lessee(s):

Nordic Real Estate LLC  
 Attention: Randal and Sarah Holmgrain  
 Physical address: 24 Halvøy Lane  
 Mailing address: PO Box 1975  
 Petersburg, AK 99833

Either party may designate in writing another address to which such notice or demand shall hereafter be given. If given by certified mail, notice given under this provision shall be deemed delivered three (3) days after same is deposited into an appropriate receptacle of the United States Postal Service.

**Exhibit A**

**Section 16.3: Inspection and Condition of Premises.** The Lessor makes no representations or express or implied warranties regarding the demised premises. Lessee(s) acknowledges that it has been given unlimited opportunity to inspect the demised premises and accepts said premises "as is, where is", in its present condition. The Lessor assumes no liability whatsoever regarding the condition, quality, profitability, or fitness for a particular use, of the demised premises, including without limitation the environmental and physical aspects of the demised premises (including the soil conditions, water drainage, access, and natural or artificial hazards that may exist), and any applicable statutory or other warranty is expressly disclaimed by Lessor and waived by Lessee(s). The Lessee(s) represents that Lessee(s) has inspected the demised premises and any improvements located thereon, or has voluntarily declined to do so, and has adequately determined that same is suitable for the use intended, and accepts all risks, obvious or hidden, arising from possession, occupation and use.

**Section 16.4: Non-Waiver.** No failure on the part of Lessor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by Lessor, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenant or provision or affect the right of Lessor to enforce the same in the event of any subsequent breach or default. The receipt of rent by Lessor with knowledge of any breach of the lease by Lessee(s) or any default on the part of Lessee(s) in observance or performance of any of the conditions or covenants of this lease shall not be deemed to be a waiver of any provision of this lease.

**Section 16.5: Responsibility/Indemnification.** Lessee(s) agrees to assume full control and responsibility for all activities and operations on or connected with this lease. Lessee(s) shall defend, indemnify, and save harmless Lessor from and against,

(a) any and all losses, damages, liabilities, expenses, claims and demands of whatsoever kind or character, direct or indirect, including attorney fees and costs, arising out of or in any way connected with this lease or Lessee(s)' use or occupancy of the demised premises, or Lessee(s)' operations, activities and improvements thereon;

(b) any fire or accident on the demised premises;

(c) any nuisance made or suffered on the demised premises; and

(d) any failure of the Lessee(s) to keep the demised premises in a safe and lawful condition, consistent with all applicable laws, regulations, ordinances, statutes, and orders.

**Section 16.6: Integration.** This lease sets forth all the covenants, terms, conditions and understandings between the parties hereto, and there shall be no covenants, terms, conditions or understandings, either oral or written, between them other than as herein set forth.

**Section 16.7: Amendments or Modification.** This lease may not be amended or modified orally or in any manner other than by an agreement in writing signed by both parties or their successors in interest.

**Section 16.8: Recording of Lease.** Lessee(s) shall record this lease at their own expense as soon as possible after its execution by both parties. Directly after recording this lease, Lessee(s) shall

**Exhibit A**

provide Lessor with a copy of the lease stamped by the Recorder's Office showing the date and time of recording. If Lessee(s) fails to timely record this lease, the Lessor may do so at Lessee(s) expense, payable upon demand, including recording fees and administrative costs.

Section 16.9: Attorney's Fees. If Lessor institutes any action to recover any payment due under this lease, or on account of any breach of this lease, or to recover possession of the demised premises, Lessor shall be entitled to recover its actual attorney's fees and all costs and expenses reasonably incurred by it in connection with such action and on any appeal therefrom.

Section 16.10: Severability of Terms. The invalidity or unenforceability of any provision(s) of this agreement shall not affect or impair any other provisions.

Section 16.11: Binding Effect. The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of, and bind the parties and their respective successors, except as otherwise herein expressly provided.

Section 16.12: Effect of Headings. The captions, section headings and numbers, and article headings and numbers in this lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the sections or articles of this agreement, nor in any way affect the agreement.

Section 16.13: Easements. The Lessor expressly reserves the right, without compensation to Lessee(s) or adjustment in Lessee(s)' rental, to maintain or otherwise grant surface, underground or overhead utility easements or rights-of-way in or upon the demised premises.

The parties acknowledge that there is currently an electric utility service pole located on the demised premises, and that Petersburg Municipal Power and Light (PMPL), or any contractor or representative PMPL, shall have the right at all times to enter onto the demised premises to maintain, repair or replace the pole. Prior to construction of any improvements or other ground work on the demised premises, the Lessee(s) shall confer with and obtain the written approval of PMPL to ensure that the pole and its foundation will not be damaged, weakened or destabilized. Any relocation of the pole made at the request of Lessee(s) requires the approval of PMPL and shall be at the sole expense of the Lessee(s). Lessee(s) shall take no action on the demised premises to damage, weaken, or destabilize the facilities of PMPL or other utilities.

Section 16.14: Governing Law/Jurisdiction. This lease shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. The parties consent to the jurisdiction of the courts of the State of Alaska located in Petersburg, Alaska.

Section 16.15: Interpretation. Both parties have had the full and complete opportunity to seek the advice and assistance of counsel in connection with the execution of this lease, and no rule favoring the interpretation of a written document urged by the non-drafting party shall apply in the event a dispute arises hereunder.

**Exhibit A**

Section 16.16: Counterparts. This lease may be executed in counterparts and such counterparts exchanged by facsimile or email transmission. Each such counterpart shall be deemed an original but all counterparts shall constitute one and the same agreement.

Section 16.17: Inspections. The Lessor shall have, upon twenty-four (24) hours' notice except in case of emergency, access to the demised premises and any improvements thereon for purposes of inspection. The Lessee(s) may be charged fees by Lessor, at Lessor's standard rates, for routine inspections of the premises, inspections concerning potential non-compliance, and a final close-out inspection.

Section 16.18: Time of the Essence. Time is of the essence in all provisions of this lease.

*[Signatures and Notary Blocks on following pages]*

**Exhibit A**

IN WITNESS WHEREOF the Petersburg Borough as Lessor, acting through its Borough Manager, being duly-authorized by action of the Borough Assembly, and Nordic Real Estate LLC as Lessee(s), through its Members having authority to execute this lease, have hereunto set their respective hands, agreeing to keep, observe and perform all the terms, conditions and provisions herein contained or attached.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025

LESSOR:  
BOROUGH OF PETERSBURG

By: \_\_\_\_\_  
Stephen Giesbrecht, Borough Manager

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, who executed the above and foregoing instrument, and acknowledged to me said instrument to be the free and voluntary act and deed of said Borough for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Alaska  
My commission expires: \_\_\_\_\_

**Exhibit A**

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

LESSEE(S):  
Nordic Real Estate LLC

By: \_\_\_\_\_

and \_\_\_\_\_

Its: Members

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the Members of Nordic Real Estate LLC, who executed the above and foregoing instrument, and acknowledged to me this instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Alaska  
My commission expires: \_\_\_\_\_

After recording, Return to:       Rebecca Regula, Borough Clerk  
  Petersburg Borough  
  PO Box 329  
  Petersburg, Alaska 99833

Ms. Heather O'Neil  
PO Box 1083  
Petersburg, AK 99833

May 1, 2025

Dear Mayor Jensen and Petersburg Borough Assembly:

I'd like to start by saying that as I write this, I represent only myself as a single member of the Planning Commission, I apologize to those who felt we did not do our jobs when it came to the Johnson's application to buy property.

We had a delay in the start of our meeting on Feb. 8, 2025 but the Johnsons did not attend our meeting by phone, ZOOM or in person. We did not hear from them.

Several Lake St. homeowners including Mr. Mazzella, Ms. Kelsey Lambe, Mr. Ressler and Mr. Randrup did attend and testify. All of them testified that they wanted to see the Lots sold separately.

Ms. Lambe said she wanted the opportunity to bid on the Lot behind her but realized she could be out bid by the Johnsons or anyone.

Mr. Ressler testified to the same about the Lot behind him.

Mr. Randrup testified that he thought Lots should go out to bid; he wanted to see adjacent landowners have a chance to buy the property behind them as well.

I came to the meeting prepared and I listened to the testimony given.

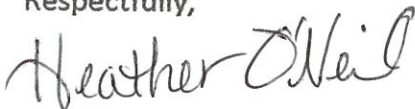
While it is improper by Roberts Rules of Order to discuss a motion if it is not seconded that in itself is not litigious.

At your April 21, 2025 Borough Assembly meeting I got the impression that some of you may have thought we approved the Mazzella's application after the Johnson's application failed. Unlike at your meeting the Mazzella's application was on our agenda first. At your meeting I saw several Lake Street homeowners present I expect that they would have asked to be recognized by the Mayor so they could speak if the Mazzella's application had been taken up.

I know you all live very busy lives and the work you do on the Assembly is hard, but I wonder if you would feel a little more like I did if you were to go back and listen to the testimony of the people who showed up at our Planning and Zoning Meeting to be heard.

Thank you for your time.

Respectfully,



Ms. Heather O'Neil


11:03



Did you mean under Robert's  
rules of order is it litigious to  
discuss an application if the  
motion is not seconded

### ◆ AI Overview



Under Robert's Rules of Order, discussing an application (or motion) without a second is not litigious, but it's procedurally incorrect. A motion must be seconded to even be brought up for discussion, and if it's not seconded, it essentially dies and cannot be debated. While there's no legal penalty for trying to discuss a motion without a second, it's against the rules and would likely be handled by the chair of the meeting. 

### Elaboration:

### Seconding a Motion:

In Robert's Rules, a second is a crucial

 under roberts rules of or

**From:** Briana Clifton <bclifton@gwmail.gwu.edu>

**Sent:** Friday, May 2, 2025 11:27 AM

**To:** Assembly <assembly@petersburgak.gov>

**Subject:** Objection to Assembly Authorized Sale of Borough Owned Lots

To the Members of the Petersburg Borough Assembly:

I am writing to express my objection to the Assembly's direction to the Borough Manager to enter into negotiations with Greg and Heidi Johnson for the sale of 9 borough owned lots.

My objections are twofold:

1. The Assembly's decision was undemocratic. The Assembly should NOT move forward on any such sale without a recommendation from the Planning and Zoning Commission. The Planning Commission is there for a reason, and the Assembly's decision to ignore the Planning Commission's recommendation to approve the Mazzella application for purchase contravenes basic tenets of democracy. Decentralized control ensures that all voices are heard and that no individual or small group of individuals can act outside the wishes and best interest of their neighbors. This Assembly's rush to authorize negotiations with the Johnsons and override the recommendation of the Planning Commission is exactly that: a few individuals acting against the wishes and best interest of their neighbors, their community, and democratic institutions.
2. The Assembly's decision was unneighborly. Multiple actual Petersburg residents have expressed a desire to buy the lots in question. Those local families spoke at the Planning Commission meeting that this Assembly chose to ignore. One of those families submitted an application to purchase a lot and the Planning Commission recommended the Assembly approve that family's application. The Assembly's choice to ignore our Petersburg neighbors who have asked to buy these lots is NOT "looking at things objectively." Rather, it is setting a precedent of disregard for the individuals that make up this community. The thing that makes Petersburg a great place to live is the respect we show our neighbors. Rebuffing an offer to purchase from local families in order to sell to an out of state developer who has no ties or interest in this community and is looking only to line their own pockets with value that should stay in Petersburg is NOT the way to treat our neighbors.

In the April 24, 2025 edition of The Pilot, the out of state developer is quoted as saying "I'd be glad to sell the developed lot [to Mr. Mazzella]." To call a spade a spade, this Assembly has authorized negotiations to sell a lot to an out of state developer who will then turn around and re-sell that very same lot to a Petersburg family at a MARKUP, pocket the difference, and take it back out of state with him. Meanwhile, a Petersburg family is left poorer (and no additional "affordable" housing has been added to the

market). The Assembly has voted in favor of a bare-faced cash grab by an out of stater at the expense of Petersburg families. This is NOT the way we should be treating our neighbors or running our town. Honestly, I felt disgust when I read that was how the Assembly intended to treat our own.

As of right now, neither my husband nor I will be voting to re-elect any incumbent member of the Assembly, except Jeigh Stanton Gregor, who cast the lone dissenting vote against this undemocratic and unneighborly move by the Assembly. It is not too late for the Assembly to reconsider its decision and **offer the lots first to the people they were elected to serve**. I would proudly vote for anyone with enough courage to look closely at and reconsider their own actions. We all make mistakes sometimes. The question is, are we willing to course-correct?

Briana Drury

From: Malena Marvin <[malena.marvin@gmail.com](mailto:malena.marvin@gmail.com)>

Sent: Sunday, May 4, 2025 3:47 PM

To: Assembly <[assembly@petersburgak.gov](mailto:assembly@petersburgak.gov)>

Subject: Support Borough funding for Humanity in Progress

Dear Members of the Assembly,

I support including Humanity in Progress in the Borough budget. The volunteers who've worked to create and sustain this organization did so because of need in our community, and they've gone above and beyond to make HIP successful. Public safety starts with taking care of our community and ensuring no one is slipping through the cracks and that is what HIP is trying to do. We are lucky to have such a well organized, trustworthy organization doing this work locally.

Because we are a small, remote community, people cannot easily access the suite of state and federal social services available in larger towns. But we still need to make sure all people have the resources they need to find housing, food, safety, and healthcare.

I therefore support expanding the Borough's capacity for social services. While I support funding HIP at the \$12,000 currently proposed, I would also like to see us support a half time staff person. \$30-40k invested in taking care of people will come back to us in community safety, and investing in local jobs also has multiplier effects in the local economy.

Thanks for considering my comments,

Malena Marvin

907.957.1007

**From:** Chelsea Tremblay <chelsealtremblay@gmail.com>

**Sent:** Thursday, May 8, 2025 4:08 PM

**To:** Assembly <assembly@petersburgak.gov>

**Subject:** Thank you

Assembly,

Thank you for the essential minimum funding for HIP included in the balanced budget. I know we all wish things could be different so someone could be compensated for the hard work of managing a group that meets such essential needs of our neighbors like food, hygiene and shelter. I look forward to following the discussion on potential revenue raising ideas so that we can hopefully prioritize the vulnerable in our community.

**From:** Liz Bacom <liz.bacom@gmail.com>  
**Sent:** Thursday, May 8, 2025 5:52 PM  
**To:** Assembly <assembly@petersburgak.gov>  
**Subject:** Essential Air Service

Dear Assembly members,

In February, Senator Lisa Murkowski stated during a state wide call in, she was very concerned about essential air service (EAS).

The Alaska Beacon (5/8/25) reports the administration proposes a 50% cut to EAS.

<https://alaskabeacon.com/2025/05/08/trump-proposed-cut-to-federal-essential-air-service-would-fall-on-rural-alaska/>

I encourage the Assembly to send a strong letter of unanimous support directed to our state elected officials, the Governor and to our DC delegation outlining the impacts such a cut would have on our community and across the state.

We cannot afford to find out how essential EAS is to Alaskans when the program is cut or eliminated.

Respectfully,

Liz Bacom

May 14, 2025

To Assembly:

This letter is to request your support for the line item in the FY2026 budget for \$42,800 for the Mountain View Food Services (MVFS) meal program.

The purpose of the program is to encourage socialization of elders and others with qualifying needs. The pandemic took a big hit on our ability to meet in person and returning to our original objective of socializing, we encourage folks to come to our dining room with their friends and family for their meals. A significant and growing population of clients in our community who, due to mobility or transportation limitations, need to have meals delivered. MVFS is the only senior food service in Alaska providing a dinner meal, all others provide lunch. Survey responses from our clients have been positive and they consistently prefer the evening meal.

All meals are prepared from scratch in our kitchen located on the first floor of Elderly Housing. A copy of the May and June 2025 menus are included with this letter. A dietician reviews menus.

Our program relies heavily on federal grants that are passed through the State of Alaska to administrate. More than half our funding is from this grant. A local financial grant from the Borough of Petersburg and capital equipment support rounds out our grant revenue. Petersburg Indian Association supports our primary driver, and the vehicle used to deliver meals. Local contributions from the community and businesses include cash donations, seafood and meat processing and fresh seafood and game. Our clients really appreciate local game and seafood. All donated food items must be commercially processed. The State grant guidelines prevent charging for meals. Three quarters of our meals are provided at no charge to our clients. Our recommended donation for a meal is \$7.00. People who do not qualify as a client are asked to pay \$10.00.

Ongoing challenges include labor and food costs. Due to new state laws which go into effect soon, employees must be provided sick leave. While these benefits are certainly deserved by our staff there will be increased payroll costs. In addition, all food is purchased locally. Due to increased food costs and accompanying shipping costs for groceries continue to grow, just like in our households.

Thank you, members of the Assembly, for your continued support for MVM Food Services.

Board Members:

Duane Bell, President  
Sandra Meeks, Vice President  
Sharon Wikan, Treasurer  
Liz Bacom, Secretary  
Jim Rodgers  
Arlana Corl  
Dorothy Bently  
Program Director: Angela Davis

Number of meals served on average per month: 1027

95% of these meals are delivered.

The average price of preparing one meal is \$15.00.

## Mountain View Food Service Senior Meals

### May 2025

**COME AND JOIN A MEAL WITH YOUR FRIENDS!**

**THE DINING ROOM IS OPEN ~ DINNER IS SERVED AT 5:00PM**

**CALL 907-772-4331 TO ORDER  
OR INQUIRE OF VOLUNTEERING**

				<b>Thursday 1</b>	<b>Friday 2</b>
				Moose Goulash Mixed Veggies Dinner Roll Fruit Cup Brownie	Pork Egg Rolls Rice Peas & Carrots Muffin Milk
<b>Monday 5</b>	<b>Tuesday 6</b>	<b>Wednesday 7</b>	<b>Thursday 8</b>	<b>Friday 9</b>	
Beef Enchiladas Rice Corn Apple Cottage Cheese w/ Fruit	Salmon Burger Fries Fresh Fruit Cheese Stick Brownie	Teriyaki Chicken Rice Broccoli Orange Cupcake	Pork Fried Rice Peas & Carrots Trail Mix Jello w/ Fruit	Tater Tot Casserole Green Salad Yogurt Cup Brownie	
<b>Monday 12</b>	<b>Tuesday 13</b>	<b>Wednesday 14</b>	<b>Thursday 15</b>	<b>Friday 16</b>	
Baked Cod Rice Carrots Brownie Milk	Chicken Sandwich w/ Lettuce & Tomato Veggie Sticks Diced Pears Cookie	Pork Roast Mashed Potatoes Gravy Green Beans Muffin	Liver & Onions Mashed Potatoes Gravy Corn Pistachio Salad	<b>Closed</b> <b>Happy Mayfest!</b>	
<b>Monday 19</b>	<b>Tuesday 20</b>	<b>Wednesday 21</b>	<b>Thursday 22</b>	<b>Friday 23</b>	
Pesto Chicken w/ Noodles Green Salad Orange Slices Muffin	Reuben Casserole Asparagus Cottage Cheese w/ Fruit Cookie	Mac & Cheese w/ Ham Mixed Veggies Fruit Cup Cake	Baked Chicken Potato Salad Biscuit Veggies Junk Yard Salad	Stuffed Pork Chop Mashed Potatoes Gravy Veggies Muffin	
<b>Monday 26</b>	<b>Tuesday 27</b>	<b>Wednesday 28</b>	<b>Thursday 29</b>	<b>Friday 30</b>	
French Bread Pepperoni Pizza Spinach Salad Orange Slices Cookie	Tuna Casserole Mixed Veggies Grapes Rice Crispy Treat	Spaghetti w/ Meat Sauce Garlic Bread Green Salad Sliced Pears	Pork Gravy over Mashed Potatoes Veggies Apple Chocolate Mousse	BLT Chips Pudding Cup Muffin Banana	

## Mountain View Food Service Senior Meals

### June 2025

<b>Monday 2</b>	<b>Tuesday 3</b>	<b>Wednesday 4</b>	<b>Thursday 5</b>	<b>Friday 6</b>
Ham Steak w/ Pineapple Rice Carrots Trail Mix Fruit Salad	Baked Rockfish Roasted Potatoes Green Beans Orange Cupcake	Beef Stroganoff Noodles Mixed Veggies Apple Brownie	Chicken Fried Steak Mashed Potatoes Gravy Peas Cookie	Corned Beef Cabbage Soup Dinner Roll Melon Muffin
<b>Monday 9</b>	<b>Tuesday 10</b>	<b>Wednesday 11</b>	<b>Thursday 12</b>	<b>Friday 13</b>
Sloppy Joe Fries Fruit Cup Cookie Milk	Pork Stir Fry Noodles Cucumber Salad Cottage Cheese w/ Fruit Cherry Hand Pie	Seafood Chowder Oyster Crackers Green salad Apple Pudding	Creamy Turkey Pasta Asparagus Dinner Roll Blueberry Buckle	Hot Dog Macaroni Salad Fruit Cup Apple Hand Pie
<b>Monday 16</b>	<b>Tuesday 17</b>	<b>Wednesday 18</b>	<b>Thursday 19</b>	<b>Friday 20</b>
Baked Cod Rice Mixed Veggies Brownie Milk	Meatloaf Mashed Potatoes Gravy Broccoli Cookie	Pasta Salad w/ Ham Fruit Cup Muffin Milk	Liver & Onions Mashed Potatoes Carrots Ambrosia Salad	Chicken Caesar Wrap Chips Orange Cheese Stick Apple Sauce
<b>Monday 23</b>	<b>Tuesday 24</b>	<b>Wednesday 25</b>	<b>Thursday 26</b>	<b>Friday 27</b>
Pot Roast Mashed Potatoes Gravy Mixed Veggies Brownie	Pasta Bake Garlic Bread Pea & Cheese Salad Banana Cookie	Veggie Beef Soup 1/2 Ham & Cheese Sandwich Trail Mix Fresh Fruit	Sweet & Sour Chicken Rice Mixed Veggies Chocolate Mousse	Salmon Burger Veggie Sticks Cheese Stick Rice Krispy Treat
<b>Monday 30</b>		<b>COME AND JOIN A MEAL WITH YOUR FRIENDS!</b> <b>THE DINING ROOM IS OPEN ~ DINNER IS SERVED AT 5:00PM</b>  <b>CALL 907-772-4331 TO ORDER</b> <b>OR INQUIRE OF VOLUNTEERING</b>		
Sub Sandwich Chips Pudding Cup Muffin				