



**City of Saxman
Seaport Committee Meeting
January 08, 2025
4:30 PM**

AGENDA

Call to Order

Roll Call

Public Comment

Consideration of the Agenda

New Business

1. Saxman Seaport Marina Moorage Application/Agreement:

Background: To review and approve rates to the moorage application/agreement for the Saxman Seaport Marina.

2. Wastewater Discharge Permit - AK R060000

Background: The Alaska Department of Environmental Conservation (DEC) proposes to reissue a statewide Alaska Pollutant Discharge Elimination System (APDES) General Permit AK R060000. This permit pertains to the Multi-Sector General Permit (MSGP) for stormwater discharges associated with industrial activity.

Old Business

Council Comments

Adjournment



2868 South Tongass Hwy., Suite A201 (Saxman Seaport Marina)
2841 South Tongass Hwy, Route 2 Box 1 (City of Saxman)
Ketchikan, AK 99901
Phone: (907)225-4166
Email: fclerksaxman@kpunet.net

Saxman Seaport Marina Moorage Application Agreement

VESSEL INFORMATION

Vessel Name: _____ Color: _____ Make: _____
Overall Length: _____ Width: _____ Draft: _____ Year: _____ AK Number: _____
Fuel: ___ Gas ___ Diesel ___ Sail
Hull: ___ Fiberglass ___ Wood ___ Steel ___ Aluminum ___ Concrete ___ Rubber
Classification: ___ Sail ___ Motor ___ Skiff ___ Tri-Hull ___ Barge
Vessel Use: ___ Commercial ___ Charter ___ Pleasure ___ Other _____

VESSEL OWNER/LESSEE INFORMATION: (hereafter "lessee")

Name: _____
Street Address: _____
Mailing Address: _____
Phone Number: _____
Emergency Contact Name/Number: _____
Email Address: _____

INSURANCE AND LIABILITY: The lessee shall be responsible for insurance against loss or damage of their property. Lessee also agrees to defend, indemnify, and hold harmless the lessor, its employees, agents, and assignees against any and all claims, damages, expenses or losses resulting from lessee’s use of the Saxman Seaport Marina.

TERMS OF TENANCY: The lessee shall specify the fixed-term lease. The lessor allows the terms of lease in the duration of six months or month-to-month. Upon approval of the duration of the lease the lessee shall understand that the lease term will automatically renew upon lease end date unless terminated by the Saxman Seaport Staff or the Lessee notifies the Saxman Seaport Staff. In the case of termination of a lease or term of lease is changed – the Lessee is required to fill out a new agreement for approval.

ADDITIONAL AGREEMENTS: If additional agreements are made between the lessee and lessor, a new lease must be completed and signed.

SUBLEASING: Moorage is specifically for vessels owned by the lessee and identified above. No other vessels are allowed to be moored in the assigned stall. Unidentified vessels will be removed.

NO ILLEGAL ACTIVITY: If any illegal activity is found to be conducted on the vessel listed above it will be impounded by the authorities and the owner will not be allowed moorage in the future.

RATES: The lessee agrees to pay rates currently in affect, and applicable rate increases was approved by City Council, unless separate terms and rates are negotiated and signed by the lessor and lessee.

PAYMENT: First and last month’s rent is due at the signing of the lease agreement. Rent is due the first of every month. Failure to receive monthly invoices does not absolve the lessee from the responsibility of timely payments. Payments are applied to the oldest unpaid balance first.

A \$30 CHARGE IS LEVIED (PER OCCURRENCE) FOR EACH CHECK RETURNED FROM THE BANK. RETURNED CHECKS ARE TO BE REPLACED WITH CASH, CASHIER’S CHECK OR MONEY ORDER.

PROCESSING FEE: A 3% service fee will be charged for all card payments \$1000 and over, including the total of multiple charges that equal \$1000 or more over the course of the month. You may pay cash, check, cashier’s check, or money order to avoid this processing fee.

EMERGENCY SERVICE FEE: Saxman Seaport staff will try to contact the owner of the property if there is an emergency. If Saxman Seaport staff needs to perform any emergency service (such as bilging) on the lessee’s property, the lessee will be responsible for the emergency service fee of \$100 for the first hour and \$50 an hour afterwards.

TERMINITION OF LEASE: A 30-day notice must be given to the Saxman Seaport Staff for all accounts requesting to terminate their lease. Failure to do so will be in the responsibility of the lessee in terms of invoicing and payments. A form must be signed by both parties to verify the minimum notice of termination was met and verified.

DELINQUENT ACCOUNTS: Interest will accrue at the rate of 18% per annum (1.50 per month) on all unpaid charges. A \$25 fee will be charged for all notices that are sent by certified mail. This lease will terminate when the account becomes more than 90 days delinquent. Collection action will be taken on all delinquent accounts (per Alaska Statutes). Impoundment and sale of vessels may occur to recapture unpaid balances. Further collection and court action may be pursued to collect amounts not recovered by said sale of items.

I agree to abide by the Saxman Seaport Marina policies and procedures.

Lessee’s Signature & Date

Lessee’s Printed Name

Saxman Representative Signature & Date

Saxman Representative Printed Name

BELOW FOR OFFICE USE ONLY

Date Lease Begins: _____ Date Lease Ends: _____

Vessel Length Overall: _____ Fixed-Term Lease Length: _____

Stall Length Assigned: _____ @ \$3.10 a foot - \$_____/mo. or \$_____ until end of moorage period which ends on (circle one): AUG 31 or FEB 28.

Subtotal \$_____

Sales Tax \$_____

10% Discount \$_____ (applied if entire lease period is paid in advance)

Grand Total \$_____

Amount of deposit collected: \$_____ Stall Assignment: _____

Lessee's Signature & Date

Lessee's Printed Name

Saxman Representative Signature & Date

Saxman Representative Printed Name



December 20, 2024

Subject: **Early notification** of wastewater discharge permit for AKR060000

Dear Local and Tribal Government Leaders

The Alaska Department of Environmental Conservation (DEC) proposes to reissue a statewide Alaska Pollutant Discharge Elimination System (APDES) general permit AKR060000 for the Mult-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP).

Background information

This will be the third reissuance of the MSGP APDES general permit. The current permit was issued February 20, 2020, and expires March 31, 2025. The permit authorizes and sets conditions on the discharge of pollutants from authorized discharges to surface waters of the United States (U.S.). To ensure protection of water quality and human health, the permit establishes control measures and best management practices that must be used to control the types and amounts of pollutants that can be discharged from certain industrial activities.

The APDES Program (18 AAC 83) regulates point source discharges to waters of the U.S., whereas discharges to surface water of the State are regulated under the authority of 18 AAC 72 – Wastewater Disposal. The Department's statutory authority for issuing permits under 18 AAC 83 and 18 AAC 72 comes from AS 46.03.100. To meet the requirements of 18 AAC 83 to appropriately regulate surface water discharges as well as 18 AAC 72, both discharges to waters of the U.S. and waters of the State will be covered under this general permit.

Description of discharge

The MSGP requires industrial facilities to implement and maintain site-specific storm water control measures and to develop a site-specific storm water pollution prevention plan (SWPPP). The MSGP regulates the discharge of storm water from an estimated 330 industrial facilities in 29 industrial sectors. These sectors include mineral mining, coal mining, sand and gravel mining, boat harbors, and larger airports. The MSGP includes direction on the types of storm water control measures to install to limit the extent of storm water runoff.

Opportunities for tribal and local government participation in this permitting decision

DEC recognizes rural Alaska has unique needs and considerations regarding wastewater discharges and strives to issue permits that reflect a full understanding of local conditions. This letter is intended as an **early notice** to assist you in determining whether your community may be affected and inform you of the opportunity to provide traditional, cultural, or other local information that DEC should consider as part of this permit reissuance. DEC would like to know how your area and resources may be affected by this permitting action.

Next steps

After the permit is drafted, there will be a **10-day applicant review period** of the preliminary draft permit. Following the applicant review period, there will be a minimum of a **30-day public review and comment period**. I will provide a copy of the public notice for the permit by mail or e-mail at the start of the public comment period. After the public review and comment period, there will be a **5-day applicant review period** of the final draft permit before the permit is issued.

If requested, I can also provide notice of the preliminary draft and proposed final applicant review periods. Due to the short timeframes for those reviews, notices are sent by email or fax. Please provide an email address or fax number if you would like to receive notices for the preliminary draft and proposed final applicant review periods.

If you would like more information or would like to provide DEC with information about this permit, please do not hesitate to contact me at 907-465-5272 or via email: Gina.Shirey@alaska.gov; for technical questions about the permit, you may also directly contact the permit writer, Sam Kito at (907) 907-269-7542 or via email Sam.Kito@alaska.gov.

Sincerely,

Gina Shirey

Local and Tribal Government Coordinator

Enclosure: Tribal Involvement in the Permitting Process postcard

cc: Potentially Affected Local Governments
Potentially Affected Federally -recognized Indian Tribes

Tribal Involvement in the Permitting Process postcard

