



City of Homer
Marine Repair Facility

Policies & Best Management Practices

Revised
October 7, 2015

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FACILITY INTRODUCTION

The mission of the Port and Harbor Department is to provide safe port and harbor facilities for our commercial clients, recreational users, and the general public, to manage and maintain these facilities cost effectively, and to administer our Tariff and procedures fairly and equitably for all users.

The policies and best management practices detailed in this document are the backbone of Homer's Marine Repair Facility, and apply to vessel owners, service providers, and vendors. We understand the value in being able to haul-out a vessel, and want to ensure it is done as efficient and productive as possible, while preventing/eliminating air, water and soil contamination. Please read this document carefully, since you will sign a document that states you will comply.

Operational Structure: The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the vessel owner is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the vessel owner the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.

Vessel owners are responsible for:

- **All work** on their vessels, including haul-out, block, and launch activities
- **Hiring** only vendors that are on the City's list of "approved vendors"
- **Cleanliness** and safety of the immediate area surrounding their vessel
- **Security** of their vessel
- **Safety** of crew and vendors at their vessel's work site
- **Complying** with City policy contained herein including compliance of their vendors and crew

Hours of Operation: Vessel haul-outs shall be scheduled with the Harbor Office during normal business hours, Monday through Friday 7:00am – 5:00pm, unless extenuating circumstances dictate otherwise. During normal business hours, City staff can be reached at the Homer Harbor Office and make regular inspections of the facility. During non-business hours, City staff will not be present except for random patrols of the boatyard.

As an "open yard", the Marine Repair Facility does not close; vessel owners are responsible for setting the working hours for their crews and contracted vendors. For safety purposes, the Harbormaster advises users of the facility to consider: A) the lack of daylight during winter months, B) providing adequate lighting, and C) that vendors are in agreement with the vessel owner on what hours are suitable. Timing of haul-out activities will be determined by the vessel owner, the haul-out service provider they choose, and tidal restrictions.

Security: Because the yard is an "open facility", vessel owners and vendors are responsible for their own security. When not actively working on a vessel, all tools, paints, and other materials must be secured to prevent theft, vandalism, and accidents. Harbor Officers will periodically patrol the yard during non-business hours and report obvious conditions that require owner attention.

Concerns/Issues: Homer Port and Harbor Staff encourage all questions, comments, and concerns pertaining to the Marine Repair Facility. Please contact the Harbormaster with these issues and we shall work with you.

LEGAL NOTICES

The City Agrees: to provide dry dockage space to vessel owners under a User Agreement for the purpose of vessel repairs, maintenance, and inspections per a Harbormaster-approved work plan. Further, the City agrees to provide contractors, service providers, and vendors the opportunity to work in the Marine Repair Facility under a Vendor Agreement, of which will place vendors on the Approved Vendor List. The list shall be available on the City of Homer's website and given to all vessel owners utilizing the facility.

Responsibility: The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.

Liability: The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. Vessel owners and vendors shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.

Policy Compliance: Vessel owners, their agents, crew, service providers, and vendors agree to comply with the City's Marine Repair Facility Policies and Best Management Practices, detailed in this document.

Every user's full cooperation will help the City maintain the facility with a minimal impact to the environment. The goal is to meet all regulatory requirements, prevent pollution, and provide a safe work environment for owner, crew, vendors, and City staff. Any user who observes another individual in violation is encouraged to report it to the Harbor Office as soon as possible. The identity of anyone reporting a violation will be kept confidential.

Owners, crewmen, and contractors performing work on boats shall comply with all applicable OSHA, Federal, State, and City regulations, policies, and procedures.

Default in Compliance; City's Remedies: Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If vessel owners or vendors fail to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following:

- a) Terminate the User/Vendor Agreement.
- b) Begin impoundment procedures per HCC 10.04.120 to have the vessel removed until the violation has been cured, or disposed of.
- c) Place a lien on the vessel per HCC 10.04.139 for towing, storage, costs of sale, attorney fees, any other charges incurred in connection with the impoundment, and charges for harbor services.

Refusal of Service: The City reserves the right to refuse service to vessels that: 1) do not have a current (within 3 years) marine survey, 2) have an inadequate work plan, 3) lack sufficient property and liability insurance, 4) fail to comply with the City's Marine Repair Facility Policies and Best Management Practices, 5) are in poor condition, 6) are unsafe to haul-out, or 7) may be damaged by being hauled out. Such vessels may

be hauled out if the vessel owner signs a waiver and provides a performance bond in an amount equal to the dry docking fees plus the estimated cost to dispose of the vessel should removal become necessary.

Refusal of Vendor Access: The City reserves the right to refuse access to Vendors that: (a) do not have a current Alaska Business License, (b) fail to register for, collect, and remit sales tax, (c) lack sufficient insurance, (d) fail to comply with the City's Marine Repair Facility Policies and Best Management Practices, or (e) fail to comply with safety practices.

Disputes: Disputes will be referred to a certified marine surveyor for a professional opinion of the vessel's fitness for hauling out. The vessel owner shall pay the cost of the surveyor. For all other disputes such as billing charges, stopping work orders, or missing work plan information, the Harbormaster reserves the right to make the final decision.

Notices: Billings and notices will be mailed to the address given under the User or Vendor Agreement. Vessel owners and vendors shall notify the City in writing of an address change.

Insurance: Vessel owners must have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus accident and environmental liability. Vendors and service providers must have current insurance to cover all of the services to be provided, including proof of long-shore and harbor workers compensation insurance, or proof that such coverage is waived.

A Certificate of Insurance must be provided to the Homer Harbor Office before any work may begin. The City of Homer must be included as additional insured and show coverage not less than the minimum required outlined below:

Minimum coverage	Vendors	Vessels
General Liability, Marine Artisan Liability, P & I	\$1,000,000	n/a
General Aggregate Limit	\$ 2,000,000	\$1,000,000
Products Hazard or Operations Hazard Aggregate Limit	\$ 1,000,000	n/a
Personal Injury	\$ 1,000,000	\$1,000,000
Damage to Premises	\$250,000	\$250,000
Medical Expense Limit	\$5,000	n/a
Pollution Liability	n/a	\$1,000,000
Hull and Machinery	n/a	*

* Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned, or otherwise left to the City.

APPROVED VENDOR LIST REQUIREMENTS

1. GENERAL

Persons available for hire or contract labor is considered a “vendor”, and must be on the City’s Approved Vendor List before being allowed to work on any vessel in the Homer Marine Repair Facility. This list is then given to vessel owners who wish to hire contractors/vendors to complete their vessel work.

Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the vessel owner.

2. REQUIRED DOCUMENTS

To become an approved vendor, the service provider is required to complete a Homer Marine Repair Facility Vendor Agreement, include all necessary documents, and submit them to the Homer Harbor Office along with the appropriate fee. The following documents are required before any work may proceed:

- Vendor Agreement
- Alaska Business License
- Borough Sales Tax Registration
- Proof of Insurance – Includes City as Additional Insured and Worker’s Comp
- Certification, if applicable

3. ANNUAL FEE

To remain on the list, every year vendors must complete the Vendor Agreement with the City and pay an annual fee before providing services. Rates are published in the City’s Terminal Tariff. See “Appendix C” for a Fee Schedule.

4. ONE-TIME VENDOR FEE

In the circumstance that a vendor is being hired to provide services during a one-time job, but is not on the Approved Vendor List (such as an out-of-town business traveling to Homer for a specific vessel project), the vendor is still required to complete the Vendor Agreement, provide the required documents, and pay the vendor fee. Rates are published in the City’s Terminal Tariff. See “Appendix C” for a Fee Schedule.

PLANNING A HAUL-OUT

1. SCHEDULING

Initial Planning Meeting: A vessel haul-out begins with a meeting between the vessel owner, the selected haul-out service provider, and the Harbormaster. This meeting allows the vessel owner to provide the Harbormaster the primary logistics in regards to hauling out, work to be performed, service providers/vendors involved, and the timeframe/schedule. An estimation of all City boatyard and beach landing fees will be calculated (see “Appendix E” for a Haul-Out & Launch Estimate Worksheet).

Timeline: Vessel owners must plan to be in and out of the boatyard as scheduled, and vendors must plan to work within the vessel-owner’s scheduled boatyard time. The City will not be responsible for lost time to the vessel, for any reason while it is in the boatyard. Every work plan should include a timeline of the work to be performed. This written plan will enable staff to understand your needs and schedule boatyard time appropriately. Advance planning is necessary to ensure sufficient time for your needed projects.

Required Documents: The vessel owner is required to complete a Homer Marine Repair Facility User Agreement, include all necessary documents, and submit them to the Homer Harbor Office. The following documents are required before hauling out may proceed:

- User Agreement
- Vessel Owner Registration – i.e. USCG documentation
- Proof of Insurance – Includes City as Additional Insured
- Work Plan – See #2 below for details of Work Plan
- Current Vessel Survey
- Bond and Waivers, if applicable

Security Deposit & Cancellation: A deposit of 50% of the estimated costs shall be made when the vessel owner makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling (dependent on account history). After the vessel has been launched, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching (see below #4 “Final Clean-up of Work Area”). A cancellation or schedule change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled haul-out date will be accommodated on a “space available” basis.

2. WORK PLAN

Every haul-out must have a work plan, which includes a description of the work to be performed, materials required, timeline, etc. Once the City approves the work plan, along with the agreement and other required documents, a deposit will be accepted and the vessel placed on the schedule. Vendors contracted to do any of the proposed work must be from the Approved Vendor List, which is provided by the City. Content of the plan must include:

- A description of work to be performed: Be detailed in what you intend to do as it allows staff to schedule enough time for your haul-out; for instance:

- Hull Maintenance – sandblasting, painting, zincs, etc.
 - Mechanical – props, shafts, engines, etc.
 - Fabrication – fiberglass, welding, etc.
 - Inspection Purposes – USCG, insurance, etc.
- A list of who will be completing the work: Specify the persons that will be working on the vessel, including the vessel owner, crewmembers, or contracted vendors/service providers. Any crewmembers that are proposed to complete work on the vessel must have a crewman contract with the vessel; contracts should be available as proof for inspection by the Harbormaster. Vendors selected must be from the Approved Vendor List. Major structural modifications should be designed by a certified marine architect.
 - Information regarding the haul-out and launch: Commonly a vendor will be contracted to perform the haul-out and launch, but the owner may be able to provide their own haul-out equipment; details on who will be moving the vessel and the method/equipment used is required. Drawings/photos of the vessel’s hull and the blocking plan should be included.
 - Plans for containment and disposal of waste: Unless a routine inspection is the only purpose for hauling out, vessel owners must be able to contain anything that may cause air, water or soil contamination. Include plans for:
 - Hazardous waste disposal
 - Containment structures and/or dustless systems for sanding, grinding, spray painting and scraping.
 - Ground cover tarps, which will be placed under the vessel prior to blocking and cover the ground under the entire vessel plus a 10 foot parameter; and welding mats to protect the ground cover tarps if any welding will be conducted.
 - Dumpsters provided by the vessel owner; use of City dumpsters is not permitted.
 - A timeline and proposed launching date: Breaking down the project into time increments allows staff to plan and coordinate your vessel haul-out into the schedule. It is imperative to the efficiency of the facility that all users adhere to the schedule; accurate timelines of projects/repairs are necessary as well as being finished when it is time to launch the vessel.
 - Additional information pertaining to the haul-out: Other details, such as Porta-Potties for workers, needed equipment, lighting, temporary structures, or storage requests should be included before the Harbormaster is able to approve a work plan. If it is applicable to your haul-out, include it.

A work plan example is provided in “Appendix D”.

Changes to the Work Plan: Significant changes that alter the amount of time the vessel is hauled out, due to an emergency or vessel owner’s preference, can potentially disrupt other scheduled haul-outs. Requests to change the work plan after the vessel has been hauled out must be approved by the Harbormaster before the work is conducted, and should be submitted to the Harbor Office with a revised work plan. Each request will be reviewed upon a case-by-case scenario by the Harbormaster, who reserves the right to make the final decision.

If upon inspection City staff finds that vessel work is being done outside the parameters of the approved work plan, the Harbormaster may take action as outlined under “Default in Compliance” (See Legal Notices).

3. MATERIALS, STRUCTURES & EQUIPMENT

Necessary materials should be on hand before each haul-out. For example: ground tarps, scaffolding and plastic for enclosures, welding mats, blasting medium, lights, coatings, zincs, etc. Arrangements for storage of materials must be coordinated with the Harbormaster.

Vessel owners and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval.

If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.

4. HAULING OUT & LAUNCHING

Schedule: The projected dates of hauling out and launching shall be scheduled at the time of the initial haul-out meeting, and is determined by the vessel owner's timeline, work plan, and the facility's schedule. Vessel haul-out/launch activities will be determined on the vessel owner, the haul-out service provider they choose, and tidal restrictions. Weather conditions must be considered as well since high winds, ice, or swell at the haul-out site pose hazards.

Launching Walk-Thru Meeting: Before the proposed launching date, a meeting between the vessel owner, their primary haul-out service provider, and the Harbormaster shall take place. This meeting will allow the Harbormaster to confirm that the vessel's dry dock location is clean of all debris (i.e. paint chips, metal, discarded equipment, engine blocks/part, refrigerators, stoves, lines, scaffolding, etc.), and that launching logistics are in order before the vessel is authorized to move.

Responsibility: The vessel owner and their primary haul-out service provider are responsible, and in charge, during the haul-out and launch; all haul-out/launching logistics must comply with the Marine Repair Facility Policies and Best Management Practices. The City accepts no responsibility for the vessel, crew, contractor or the contracted labor during these operations. However, the city does reserve the right to stop all work if the harbormaster of their designee determines that there are unsafe conditions occurring at any time while the vessel is on city property. Work will cease until the safety issue is resolved to the harbormasters satisfaction.

Final Clean-up of Work Area: After the vessel has been launched, the vessel owner is required to clear all materials, structures, and equipment from the area. Any remaining items that require Harbor Staff time to clean up will be subject to fees and/or deposit forfeiture. When cleaning up, be sure everything has been removed from the premises, including:

- Blocking
- Tarps
- Scaffolding
- Temporary Structures
- Dumpsters
- Equipment/Vehicles
- Vendor's Materials/Equipment
- Debris Not Cleared Before Launch

5. COSTS, FEES, & BILLING

Dry Dockage: Due to limited space, the Homer Marine Repair Facility will not be used as a long-term vessel storage site. Charges for dry dockage are payable from the time the vessel is hauled out until the vessel is removed from the boatyard. Payment of charges for dry dockage grants the vessel owner a

revocable license to use the dry dockage area that is designated for the vessel. Vendors are to work within the vessel's designated dry moorage area. Additional space may be rented from the City if available.

Security Deposit: A deposit of 50% of the estimated costs shall be made when the vessel owner makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling (dependent on account history). After the vessel has been launched, and the final work-area inspection by the Harbormaster has been completed and approved, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching.

Charges: Rates are published in the City's Terminal Tariff (see "Appendix C" for the fee schedule). All charges are billed out on a monthly basis and payable to the Homer Harbor Office. See the Harbor Office for questions regarding bill payment options. See "Appendix E" for a Haul-Out & Launch Estimate Worksheet.

- **Dry Dockage.** Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot (10') perimeter on all sides, including all appendages and additional space requested.
- **Beach Landing.** Prices for the use of the City's beach for landing are based on the overall length of the vessel. Time spent on the beach prior to and after a haul-out is charged per day and will be included in the overall cost of the haul-out.

HULL CLEANING, BLOCKING, & VERTICAL ACCESS

1. HULL CLEANING

The Homer Marine Repair Facility's Stormwater Pollution Prevention Plan (SWPPP) does not allow pressure washing.

Vessel owners who wish to remove marine growth from their vessel's hull must utilize alternative methods, such as manual removal by scraping. Ground covers must be used to collect debris and then shoveled into dumpsters, which the vessel owner provides.

2. GROUND COVERS/TARPS

Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas. Good housekeeping practices will be implemented at all times while working in the City's facility.

3. BLOCKING

Vessel blocking is the responsibility of the vessel owner and their primary haul-out service provider. The City has the right to inspect vessel blocking and will, if, necessary, require additional blocking if it is determined to be inadequate for the job. The City will not supply, store, or furnish ships blocking, nor supply the labor needed for blocking installation/removal.

4. SCAFFOLDING & LADDERS

Vessel owners and/or contracted Vendors will provide their own ladders and scaffolding. The vessel owner assumes all risk, including for their agents/crew members working on the vessel, when utilizing ladders and scaffolding. The City assumes no risk for persons utilizing such equipment in or on City facilities.

SANDBLASTING, GRINDING, SPRAY PAINTING & SANDING

1. GENERAL

Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.

City staff will inspect enclosures, spray painting, and sanding practices. When violations occur, intentional or otherwise, work will be stopped until corrective measures are taken.

Owners, crewmen and contractors performing work on boats shall comply with all applicable OSHA, Federal, State, and City regulations, policies, and procedures. Personal protective clothing and respirators shall be used as appropriate.

2. SANDING & GRINDING

When practical, vessel owners are required to utilize vacuum grinding and vacuum sanding (dustless systems). When not practical, a temporary structure must be constructed to fully enclose the area being worked on, including proper ventilation and filters.

3. SPRAY PAINTING

Spray painting is permitted only when the vessel, or portion to be painted, is fully enclosed with proper ventilation and filters. Every possible effort must be made to prevent overspray from leaving the enclosure.

HOUSEKEEPING & CLEANLINESS

1. AREA AROUND EACH VESSEL

The immediate area surrounding each vessel must be kept neat and clean at all times. No open containers of paint, oil, hazardous or other pollution-creating material shall be stored exposed. All containers must be closed and stored under covers.

2. INSPECTIONS

During normal business hours, the Harbormaster will make regular inspections of the facility. Harbor Officers will periodically patrol the yard during non-business hours and report obvious conditions that require owner attention.

Violations must be immediately cured to the satisfaction of the Harbormaster. The pre-launching walk-thru meeting will allow the Harbormaster to confirm that the vessel's dry storage location is clean of all debris before the vessel is authorized to move. Storage of any materials on site must be approved in advance by the Harbormaster.

3. DRUM STORAGE

All drums will be labeled with vessel name, date, and contents. Drums will be stored palletized and covered. Storage of any materials on site must be approved in advance by the Harbormaster. Space will be provided as available and charges will reflect actual square foot usage.

4. MACHINERY

Before removing machinery (i.e. engines, hydraulic motors and other equipment), all open fittings shall be sealed to prevent leakage of lubricating and cooling fluids. Through-hull fittings shall similarly be sealed to prevent leakage of contaminated bilge water.

5. DISPOSAL METHODS & RESTRICTIONS

General: Everything must be properly and promptly disposed of at the time materials/waste is generated. Nothing should be left lying about. Ask if you need guidance or assistance. Abandoned waste will be disposed of and billed to the vessel owner with applicable service fees. Empty cans, scraps of lumber, paper, or other debris must be placed in waste containers and the area cleaned on a daily basis and prior to departure.

For LARGE amounts of waste oil, oily rags, used oil filters, antifreeze, and batteries: Contact National Response Corporation (NRC) Kenai Office for disposal logistics at 907-258-1558 or infoalaska@nrcc.com.

Liquid & Petroleum Waste: Hazardous and non-hazardous wastes must be properly separated and properly stored and/or disposed. No liquid wastes may be drained onto the ground or into the harbor. Violations could result in substantial fines and the removal of such violators from working in the boatyard. No open containers of any liquids are to be left in the open where they could be filled with rain or tipped

over causing potential runoff into the ground and water. Common sense should dictate proper activities. Abandoning wastes without proper disposal is prohibited.

Flammable materials like paint thinners and gasoline must be segregated and properly disposed of at the Homer Landfill Bailing Facility. Please contact the Kenai Peninsula Borough regarding their Hazardous Waste Disposal Program. The use of liquid dispersants, like Joy soap, or mechanical means to dissipate slicks caused by fuel spills, is prohibited. Spills must be reported to staff.

Solid Waste: Dumpsters are to be provided by the vessel owner; use of City dumpsters is not permitted. Dumping of solid waste materials must be free of all liquids and the products must be inert. Heavy metal (engines, refers, etc. and/or large volumes of insulation, cardboard, etc.) trash and recyclable products should be hauled directly to the Homer Landfill Bailing Facility. Covers on dumpsters shall remain closed except during the process of actual trash disposal in order to minimize rainwater entry. No solid wastes may be disposed onto the ground. Any such violations will result in substantial fines and the removal of such violators from working in the boatyard. Abandoning wastes without proper disposal is prohibited.

Contaminated Bilge Water: Bilge water, contaminated with oil, antifreeze, solvents or similar materials shall not be pumped or emptied onto the ground of the boatyard or in harbor waters. Contact National Response Corporation (NRC) Kenai Office for disposal logistics at 907-258-1558 or infoalaska@nrcc.com.

Sewage: Direct discharge of sewage from vessel toilet facilities is prohibited. All applicable systems shall be tagged and locked out to prevent accidental discharge while in the yard. Overboard through hull ports may be plugged to prevent discharge. Vessel owners are responsible to make arrangements for Porta-Potties for their workers/vendors.

Paint: Paint waste, including anti-foulant, must be disposed of at the Homer Landfill Bailing Facility. Please contact the Kenai Peninsula Borough regarding their Hazardous Waste Disposal Program. Hazardous waste includes liquid paint, thinners, solvents and similar materials. All containers must have lids that are capable of being sealed to prevent spillage during transport, and must be properly labeled with vessel's name, its contents, and date. Accidental spillage should be reported to staff for assistance and guidance for clean-up. Paints and solvents shall be stored in properly sealed containers. Drip pans, tarps or other devices shall be used during the transferring of solvents or paints and during paint mixing.

Hazmat Storage: Storage of oily rags, open paints, open solvents, open thinners, gasoline, or other flammable or explosive material is prohibited on or within the boatyard facility, except for gasoline stored aboard a vessel in U.L. or Coast Guard approved containers.

SAFETY

1. **Vessel Owner Responsibility:** Owners are responsible for the safety of their crew and workers.
2. **Vendor Responsibility:** Vendors are responsible for the safety of their employees and shall follow OSHA approved standards.
3. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including vessel owners, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.
4. **PPE:** Owner and vendors shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
5. **Ladders/Scaffolding:** Vessel owners and vendors assume all risk when utilizing ladders and scaffolding.
6. **Storm Events:** Vessel owners and vendors are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
7. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
8. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
9. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
10. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
11. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.

SPILL PREVENTION

1. OIL OR HAZARDOUS MATERIAL SPILLS

Owners, crewmen and contractors performing work on boats must immediately report any spills to the Harbor Office, NRC, DEC, and USCG MSD. Failure to report can result in fines. The vessel owner and vendor are responsible for the cleanliness of their dry moorage area. Fees will be assessed if City staff labor is utilized to clean a vessel's area.

- Harbor Office: 907-235-3160
- Harbor Officer On-Duty Cellphone: 907-399-1649
- EPA's National Response Center: 800-424-8802
- Alaska Dept. of Environmental Conservation: 800-478-9300
- U.S. Coast Guard Marine Safety Detachment: 907-690-2098

2. IN CASE OF A SPILL USERS SHALL:

1. Immediately stop the source of the spill.
2. Shut of all ignition sources in the area.
3. Immediately cease all smoking or welding in the area.
4. Contain the spill by using absorbent pads and booms.
5. Recover the spill as quickly as possible.
6. Notify the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD.

APPENDIX A

User Agreement



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY USER AGREEMENT

Acct # _____

Owner Info

Owner: _____ Phone: Home: _____

Cell Phone: _____ E-Mail Address: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Haul-out Manager (if other than owner): _____ Phone: _____

Vessel Info

Vessel Name: _____ Registration Number: _____

Length Overall: _____ Beam: _____ Draft: _____ Displacement Tonnage: _____

House is: Forward Aft Height from Keel to Uppermost: Forward (ft): _____ Aft (ft) _____

Hull Type: _____ Hull Material: _____

Haul-out Info

First-time Haul-out User? Yes No Haul-out Date: _____ Launch Date: _____

Damage below Waterline? Yes No If yes, explain: _____

Nature of Work: Inspection Only Paint Zincs Propeller Shaft Rudder

Other: _____

Vendors & Service Providers Contracted to Perform Work: _____

Documents

Documents (*Required)	Date	Staff Initials	Comments
<input type="checkbox"/> Owner Registration*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> BMP Provided to User*	_____	_____	_____
<input type="checkbox"/> Vendor Compliance*	_____	_____	_____
<input type="checkbox"/> Bond Discussed*	_____	_____	_____
<input type="checkbox"/> Waivers, when Required	_____	_____	_____
<input type="checkbox"/> Harbormaster's Approval*	_____	_____	_____

HOMER MARINE REPAIR FACILITY USER TERMS & CONDITIONS

1. **The City agrees** to provide dry dockage space to vessel owners under a User Agreement for the purpose of vessel repairs, maintenance, and inspections per a Harbormaster-approved work plan during the dates specified in this agreement.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.
3. **Policy Compliance.** Vessel owners, their agents, crew, service providers/vendors (all referred herein as Users) agree to comply with the City of Homer's (referred herein as City) Marine Repair Facility policies and Best Management Practices (BMPs). A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the User is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the User the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the User. Persons providing services to a vessel in the boatyard ("Vendors") must be on the City's approved vendor list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security.** Users are responsible for the security of their vessel, tools, and equipment. Other than random patrols of the boatyard, City staff will not be present during non-business hours.
7. **Insurance.** Users other than Vendors agree to have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus accident and environmental liability. A Certificate of Insurance shall be provided to the City showing coverage not less than the minimum required in the boatyard policy document. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned or otherwise left to the City.
8. **Dry Dockage.** The Harbormaster shall designate a dry storage area within the boatyard for the vessel. Charges for dry dockage are payable from the time the vessel is hauled out until the vessel is removed from the boatyard. Payment of charges for dry dockage grants a User a revocable license to use the dry dockage area that is designated for the vessel.
9. **Scheduling, Deposits, & Cancellations.** Users must plan to be in and out of the boatyard as scheduled. A deposit of 50% of the estimated costs shall be made when the User makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling. After the vessel has been launched, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching. A cancellation or schedule change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled haul-out date will be accommodated on a "space available" basis.
10. **Charges:** Rates are published in the City's Terminal Tariff. All charges are billed out on a monthly basis and payable to the Homer Harbor Office. Boatyard Moorage: Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot (10') perimeter on all sides, including all appendages. Beach Landing: Prices for the use of the City's beach for landing are based on the overall length of the vessel. Time spent on the beach prior to and after a haul-out is charged per day and will be included in the overall cost of the haul-out.
11. **Blocking.** Vessel blocking is the responsibility of the User and/or their contractors. The City has the right to inspect vessel blocking and will, if necessary, require additional blocking if it is determined to be inadequate for the job. The City will not supply, store, or furnish ships blocking, nor supply the labor needed for blocking installation/removal.
12. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas.
13. **Ladders/Scaffolding.** User and/or Vendors will provide their own ladders and scaffolding. User assumes all risk when utilizing ladders and scaffolding.
14. **PPE:** User shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
15. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
16. **Pressure Washing:** The Homer Marine Repair Facility does not allow pressure washing. Users who wish to remove marine growth from their vessel's hull must utilize alternative methods, such as manual removal by scraping. Ground covers must be used to collect debris and then shoveled into dumpsters, which the vessel owner provides.

17. **Disposal of Waste & Hazmat.** See the City's Marine Repair Facility policies and Best Management Practices (BMPs), and/or ask staff for details for proper disposal methods and locations.
18. **Spills & Cleanup.** User must immediately report any spills to the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD. Failure to report can result in fines. User is responsible for the cleanliness of their dry moorage area. Fees will be assessed if City staff labor is utilized to clean a vessel's area.
19. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including the User, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.
20. **Storm Events:** The User/Vendors are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
21. **Materials, Structures & Equipment.** Necessary materials should be on hand before each haul-out. Arrangements for storage of materials must be coordinated with the Harbormaster. Users and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval. If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.
22. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
23. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
24. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
25. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
26. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.
27. **Liability.** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. The User shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.
28. **Default; City's Remedies.** Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If User fail to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following: a) Terminate their User Agreement; b) Begin impoundment procedures per HCC 10.04.120 to have the vessel removed until the violation has been cured, or disposed of; c) Place a lien on the vessel per HCC 10.04.139 for towing, storage, costs of sale, attorney fees, any other charges incurred in connection with the impoundment, and charges for harbor services.
29. **No Waiver.** The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
30. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
31. **Interpretations; Amendment.** Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document, in concert with the Homer Marine Repair and Facility Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

-
- I accept full responsibility for my activities in the boatyard, and for the actions of my crew, workers, vendors and contractors.
 - I agree to have insurance covering the vessel, crew and persons working for me, as may be required by the terms and by the law.
 - I understand that there may be a security bond required in the amount estimated to dispose of the vessel should project failure or abandonment occur.
 - I accept and acknowledge that I have read and agree to the terms hereinabove and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

User: _____ Date: _____
 (Signature) (Print)

Harbormaster Approval: _____ Date: _____

APPENDIX B
Vendor Agreement



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY VENDOR AGREEMENT

Business Info

Name of Business: _____ Work Phone: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Owner's Name: _____ Cell Phone: _____

E-Mail Address: _____

Manager's Name: _____ Cell Phone: _____

General Nature of Services to be Provided: _____

Documents

Documents (*Required)	Date	Staff Initials	Comments
<input type="checkbox"/> Alaska Business License*	_____	_____	_____
<input type="checkbox"/> Borough Sales Tax Certificate*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> Proof of Worker's Comp*	_____	_____	_____
<input type="checkbox"/> Certification (if required)	_____	_____	_____
<input type="checkbox"/> Certification (if required)	_____	_____	_____
<input type="checkbox"/> BMP Provided to Vendor*	_____	_____	_____
<input type="checkbox"/> Harbormaster's Approval*	_____	_____	_____

Acknowledgement & Approval

I accept and acknowledge that I have read and agree to the terms on page 2 and 3, and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

- ✓ I will abide by OSHA safety rules and regulations pertaining to my trade(s).
- ✓ I accept full responsibility for my activities in the boatyard and for the actions of my workers.
- ✓ I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.
- ✓ I understand that the name of my business will be available to boatyard users.

Vendor: _____ Date: _____
(Signature) (Print)

Harbormaster Approval: _____ Date: _____

HOMER MARINE REPAIR FACILITY VENDOR TERMS & CONDITIONS

1. **The City agrees** to provide contractors, service providers, and vendors the opportunity to work in the Marine Repair Facility under a Vendor Agreement, of which will place vendors on the Approved Vendor List. The list shall be available on the City of Homer's website and given to all vessel owners utilizing the facility.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.
3. **Policy Compliance:** Vendors agree to comply with the City of Homer's (referred herein as City) Marine Repair Facility policies and Best Management Practices (BMPs). A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the vessel owner is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the vessel owner the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the vessel owner. Persons providing services to a vessel in the boatyard ("Vendors") must be on the City's approved vendor list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security:** Vendors and vessel owners are responsible for the security of their property. Other than random patrols of the boatyard, harbor staff will not be present during non-business hours.
7. **Insurance:** Vendors must have on-file with the City a current certificate of insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident and \$2,000,000 in aggregate liability insurance and the City must be included as additional insured. Copies of the insurance policy must be on file with the Harbor Office before work may begin. Vendors must provide proof of longshore and harbor worker, workman's compensation insurance, or proof that such coverage is waived.
8. **Scheduling:** Vendors must plan to work within the vessel-owner's scheduled boatyard time.
9. **Dry Dockage:** The City shall designate a dry moorage area within the boatyard for each vessel. Vendors may work within the vessel's designated dry moorage area. Additional space may be rented from the City if available. Rates are published in the City's Terminal Tariff.
10. **Charges:** To remain on the list, every year vendors must complete the Vendor Agreement with the City and pay an annual fee before providing services. In the circumstance that a vendor is being hired to provide services during a one-time job, but is not on the Approved Vendor List, the vendor must complete the Vendor Agreement, provide the required documents, and opt to pay the "one-time" vendor fee instead of the annual fee. Rates are published in the City's Terminal Tariff. All charges are payable to the Homer Harbor Office.
11. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas.
12. **Ladders/Scaffolding.** Vendors will provide their own ladders and scaffolding. Vendor and/or vessel owner assumes all risk when utilizing ladders and scaffolding.
13. **PPE:** Vendor and/or vessel owner shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
14. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
15. **Pressure Washing:** The Homer Marine Repair Facility does not allow pressure washing.
16. **Disposal of Waste & Hazmat.** See the City's Marine Repair Facility policies and Best Management Practices (BMPs), and/or ask staff for details for proper disposal methods and locations.
17. **Spills & Cleanup.** The Vendor/vessel owner must immediately report any spills to the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD. Failure to report can result in fines.
18. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including the vessel owner, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.

19. **Storm Events:** The Vendor/vessel owner are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
20. **Materials, Structures & Equipment.** Necessary materials should be on hand before each haul-out. Arrangements for storage of materials must be coordinated with the Harbormaster. Users and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval. If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.
21. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
22. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
23. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
24. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
25. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.
26. **Liability:** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. Vendors shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.
27. **Refusal of Service/Access:** The City reserves the right to refuse access to Vendors that: (a) do not have a current Alaska Business License, (b) fail to register for, collect, and remit sales tax, (c) lack sufficient insurance, (d) fail to comply with the City's Marine Repair Facility policies and Best Management Practices (BMPs), or (e) fail to comply with safety practices.
28. **Default in Compliance; City's Remedies:** Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If Vendor fails to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation to terminate their Vendor Agreement.
29. **No Waiver:** The failure of the City to insist upon strict performance of any provision of this agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this agreement, and all provisions hereof shall continue in full force and effect. Nothing in this agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
30. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
31. **Interpretations; Amendment:** Alaska Law shall govern this agreement. The invalidity of any provision of this agreement shall not affect the validity of any other provision. This document, in concert with the Homer Marine Repair and Facility Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

I accept and acknowledge that I have read and agree to the terms on page 2 and 3 and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

- I will abide by OSHA safety rules and regulations pertaining to my trade(s).
- I accept full responsibility for my activities in the boatyard and for the actions of my workers.
- I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.
- I understand that the name of my business will be available to boatyard users.

Vendor Initials: _____ Date: _____

APPENDIX C

Fee Schedule



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY FEE SCHEDULE

Please add 7.5% sales tax to fees *unless* otherwise noted

Fees Effective 10/26/2015

- Upland Dry Dockage: \$0.17/square foot per month for vessels paying annual harbor moorage
\$0.20/square foot per month for vessels paying transient daily, monthly, semi-annual harbor moorage
- Beach Landing: \$1.50 per linear foot per calendar day
- Vendor Fee: \$150.00 per calendar year
- Harbor Labor: \$102.00 per hour/\$51.00 minimum
- Administration Fee: \$50.00 per month of Dry Dockage Use

A full list of fees can be found in the Port and Harbor Homer Terminal Tariff No. 600. Hard copies are available upon request or at <http://www.cityofhomer-ak.gov/port/port-harbor-terminal-tariff-no-600>

APPENDIX D

Work Plan Sample

Lucky Louie
F/V Sleepless Nights
1234 Main Street
Homer, AK 99603

Haul-out plan for the F/V Sleepless Nights:

Overview:

We plan to use the 19.3' at 4:21pm tide on October 15, 2015 to put the boat on the beach. Rawhide Boat Rollers will have their airbags on the beach and we will let the boat go dry on the bags. Rawhide will begin inflating the bags as soon as the tide recedes and begin moving the Sleepless Nights up the beach into the boat yard. We estimate that it may take two tides to roll the boat off the beach into the yard.

Once in the uplands, we will proceed to the location indicated by the Harbormaster and position the boat overtop of the ground cover that extends out from all sides of the vessel by 10'. Once in place, our crews will block the vessel and then the airbags will be deflated and removed.

Description of work to be performed:

At this time, we plan to repair the damage caused by grounding, pull the rudders, props and shafts, sandblast and paint, and then put it all back together with the last step being welding on Zincs. However, once we get the boat on blocks and are able to perform a thorough inspection, we may find other unanticipated damage. If more damage is found we may need to adjust our estimated timeline, but as it stands now we believe that our crew and contractors will be able to do this work within the two months that we have scheduled.

Haul maintenance:

Besides repairing the hull damage from the grounding, we plan to sandblast and paint the hull.

Mechanical:

We will be pulling the rudders, props, and shafts in this project. We will have the shafts turned at Strait Shooters Machine Shop and the propellers will be trued up by fairly honest Harry's Prop Shop.

Fabrication:

We intend to have the steel fabrication work done by Sparks A Lot Welding fabricators for hire.

Inspection:

Coast Guard MSD will inspect the fabrication work at various stages of completion and I, the vessel owner, will inspect the sandblasting and paint applications.

Work crew:

The work crew will be made up of a combination of my boat crew for the (unskilled labor) and the contractors that are hired from the city of Homer marine repair yard approved vender list to help with the skilled labor portions of the project.

At this time the contractors that I have made agreements with are welding Sparks A Lot Welding machining Strait Shooters Sandblasting/painting will be performed by Looking Good painters

Haul-out contractor and equipment:

We intend to hire Rawhides Boat Rollers to move the Sleepless Nights from the beach into the repair yard and then put us back into the water once the work is completed.

Containment plans and waste disposal:

- Welding mats will be laid down over the ground covering to protect it from welding and cutting damage.

- Work areas will be cleaned up daily by my boat crew to ensure that the work site is clean and that debris doesn't blow out onto the unprotected ground.
- After the fabrication work is complete, we intend to build a temporary shelter around the Sleepless Nights that will contain the dust caused by sandblasting. This area will be kept clean during the whole process. Exhaust air from the enclosure will be filtered to keep so that blasting dust does not escape into the environment.
- We plan to spray on the paint coatings with an airless spray rig once the hull is prepared. This will be done undercover as well so as to ensure there are no overspray issues and for coatings quality. We will rent a job site furnace to control the temp inside the covered work area.
- We will contract with Dumpys's Refuse Disposal for a dumpster to be located on site.
- We have contacted KPB landfill to discuss the proper disposal of the hazardous waste that will be generated from the project (paint slops and thinner).
- All waste generated from this project will be disposed of properly in dumpsters provided by me for the project. None of our project waste will be disposed of in the harbor dumpsters or waste disposal locations at the harbor.
- We will also have a Port-A-Potty on site for the work crews to use during this project.

Launch date:

At this time it is our intention to complete our work and launch the Sleepless Nights on December 13, 2015 at 3:16pm on the 20.0' tide.

Additional information:

- As the owner of the Sleepless Nights, I will be the project manager for this project. I intend to be on site every day for the duration of this project to ensure quality and cost control. However, if I am called away for some unforeseen reason, my relief Captain, Wrong Side Sam (new nickname since the grounding) will take over the project in my place.
- I will post contact information on the project site and will follow the rules listed in and agreed to in the Homer Marine Repair Facility user agreement.
- I also plan to stage a 20' conex van next to the project for secure equipment storage, and we may need to have a small travel trailer on site to use as a warm-up shack depending on the weather.
- Materials and supplies we'll be purchased from local merchants.
- I have rented a vacation rental for crew housing for the duration of the project. No one will be living on board the Sleepless Nights while it's in the repair yard.

APPENDIX E

Haul-Out & Launch Estimate Worksheet



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY HAUL-OUT & LAUNCH ESTIMATE WORKSHEET

To better aid users of the haul-out facility, this estimate worksheet will help determine how a general cost of hauling a vessel out in the Homer uplands. The required 50% Security Deposit is based on the estimated costs, which is determined by the user's haul-out work plan and the Marine Repair Facility's fee schedule.

All charges are billed out on a monthly basis and payable to the Homer Harbor Office. Upland Dry Dock charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot (10') perimeter on all sides, including all appendages and additional space requested. Prices for the use of the City's beach for landing are based on the overall length of the vessel. Time spent on the beach prior to and after a haul-out is charged per day and will be included in the overall cost of the haul-out.

Example of Estimating Costs

The F/V Sleepless Nights is a 120' landing craft with a 40' beam, which pays Transient Annual moorage in the Homer Harbor. They plan on being hauled out for two months with the possibility of staying longer, and also need additional space for a 20' Conex.

It lands on the City's beach the day before their scheduled haul-out and spend a total of two calendar days on the beach. Beach Landing charges will be:

Beach Landing: $\$1.50 \times 120' = \$180 \times 2 \text{ days} = \$360.00 + \text{tax } (\$27.00) = \387.00

After being hauled out, the Sleepless Nights is charged per square foot, plus a ten foot perimeter on all sides. They also require additional space for a 20' Conex. Dry Dockage charges are billed out on a per month basis and will be:

$120' + 20' \text{ (10' on each side)} = 160' \text{ overall length}$

$40' + 20' \text{ (10' on each side)} = 60' \text{ overall width}$

$160' \times 60' = 9,600 \text{ sq ft} + 20' \times 10' = 200 \text{ sq ft} = 9,800 \text{ overall square feet}$

First Month: $9,800 \times \$0.17 = \$1,666 + \$50 \text{ Admin Fee} = \$1,716 + \text{tax } (\$128.70) = \$1,844.70$

Second Month: $9,800 \times \$0.17 = \$1,666 + \$50 \text{ Admin Fee} = \$1,716 + \text{tax } (\$128.70) = \$1,844.70$

Halfway through the scheduled haul-out, unforeseen circumstances require an additional two weeks of work. The owner of the Sleepless Nights contacts the Harbormaster to confirm the delay will work with the haul-out schedule and to get the work plan changes approved. Further Dry Dockage charges will be:

Third Month: $9,800 \times \$0.17 = \$1,666 + \$50 \text{ Admin Fee} = \$1,716 + \text{tax } (\$128.70) = \$1,844.70$

The launching date arrives and the Sleepless Nights is rolled out of the uplands onto the beach. The boat stays there for one calendar day as it waits for the next tide. An inspection by the Harbormaster of the uplands shows that the area was cleared properly by the vessel owner; no additional fees for cleanup will be charged. The second Beach Landing charges will be:

Beach Landing: $\$1.50 \times 120' = \$180 \times 1 \text{ day} = \$180.00 + \text{tax } (\$13.50) = \193.50

Total estimated costs for the Sleepless Nights hauling out are \$6,114.60. The 50% Security Deposit, paid at the time of scheduling, will be \$3,057.30. There being no defaults, this security deposit will be applied to the vessel's account.

APPENDIX F

Facility Overview



MP 178

Buried Deadman
Locations with
Heavy Chain
Connections

Repair Yard
Area

Haul-Out Ramp

Outer Dock By-Pass Road