

# PORT AND HARBOR ADVISORY COMMISSION

## Regular Meeting

Wednesday,  
April 26, 2017



5:00 P.M.  
City Hall Council  
Chambers  
491 E. Pioneer Ave.  
Homer, AK 99603





**NOTICE OF MEETING  
REGULAR MEETING AGENDA**

**1. CALL TO ORDER**

**2. APPROVAL OF THE AGENDA**

**3. PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA**

**4. RECONSIDERATION**

**5. APPROVAL OF MINUTES**

- A. March 22, 2017 regular meeting minutes Page 5

**6. VISITORS/PRESENTATIONS**

**7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/ BOROUGH REPORTS**

- A. Port and Harbor Director's Report for April 2017 Page 11

**8. PUBLIC HEARING**

**9. PENDING BUSINESS**

- A. Homer Port & Harbor Advisory Commission from Port Director Re: Current Revision to New Tariff
- a. Memo to Port and Harbor Advisory Commission Re: Current Revision to Draft New Tariff dated April 19, 2017 Page 13
  - b. Terminal Tariff No. 1 – April 18, 2017 Revision Page 15
  - c. Terminal Tariff No. 600 Page 65

**10. NEW BUSINESS**

**11. INFORMATIONAL ITEMS**

- A. Port & Harbor Monthly Statistical Report Page 127
- B. Water/Sewer Bills Report Page 139
- C. Crane and Ice Report Page 131
- D. Deep Water Dock Report Page 133
- E. Pioneer Dock Report Page 135
- F. Dock Water Report Page 137
- G. Pacific Coast Congress 43<sup>rd</sup> Annual Conference Agenda April 11-14, 2017 Page 139
- H. Council Meeting Attendance Page 147

**12. COMMENTS OF THE AUDIENCE**

**13. COMMENTS OF THE CITY STAFF**

**14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)**

**15. COMMENTS OF THE CHAIR**

**16. COMMENTS OF THE COMMISSION**

**17. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, APRIL 26, 2016 at 5:00 p.m. in the City Hall Cowles Council Chambers located at 491 E. Pioneer Ave, Homer, Alaska**



Session 17-04, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Ulmer at 5:00 p.m. on March 22, 2017 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONER CARROLL, DONICH, HARTLEY, ULMER, ZEISET, ZIMMERMAN

STAFF: PORT DIRECTOR/HARBORMASTER HAWKINS  
DEPUTY CITY CLERK JACOBSEN

### **APPROVAL OF THE AGENDA**

Chair Ulmer called for a motion for approval of the agenda.

CARROLL/HARTLEY SO MOVED

There was no discussion

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **RECONSIDERATION**

### **APPROVAL OF MINUTES**

A. January 25, 2017 Regular Meeting Minutes and February 6, 2017 Special Meeting Minutes

HARTLEY/ZIMMERMAN MOVED TO APPROVE THE MINUTES.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **VISITORS/PRESENTATIONS**

### **STAFF & COUNCIL REPORT/COMMITTEE REPORTS/ BOROUGH REPORTS**

- A. Port and Harbor Director's Report for February and March 2017
  - i. AAHPA Letter Re: Meeting Talking Points February 2017

Harbormaster Hawkins reviewed the staff report included in the packet. At the request of Commissioner Zimmerman he gave an update on the status of the fish pump RFP, explaining Council is having an executive session to review the proposals and there is a resolution awarding a contract to Icicle Seafoods as it was the only proposal deemed responsive by the review committee.

There was also discussion regarding the discussions in Juneau about the Homer harbor expansion and its benefits to the USCG fleet's future plans. There was some confusion in talking with the ACOE, the Delegation, and the USGG as to what needs to happen next regarding the project. Harbormaster Hawkins commented they will be reaching out to Senator Murkowski and the Coast Guard Commandant to find a solution.

## **PUBLIC HEARING**

## **PENDING BUSINESS**

## **NEW BUSINESS**

### A. Election of Chair and Vice Chair

Chair Ulmer opened the floor for nominations.

Commissioner Zimmerman nominated Chair Ulmer. No other nominations were made and Ms. Ulmer accepted the seat.

Commissioner Hartley nominated Commissioner Zimmerman as Vice Chair. No other nominations were made and Mr. Zimmerman accepted the seat.

### B. 2017 Land Allocation Plan

Harbormaster Hawkins and the Commission reviewed the spit properties in the plan. They discussed some of the specific lease properties, touching on the erosion at the Sports Shed and right of way parking areas near the Yourkowski lease and the South Central Radar lease.

Harbormaster Hawkins addressed Lot 31 Homer Spit Amended on page 116, the lot they'd like to make parking improvements on near the Seafarer's Memorial. It is zoned open space recreation and he is unsure if the zoning allows for parking.

They briefly discussed proposing it be changed to marine commercial if needed in recognizing the goals of the Commission to develop it into parking.

ZIMMERMAN/ZEISET MOVED TO ASK THE PLANNING COMMISSION TO CHANGE THE ZONING ON LOT 18103401 TO ALLOW THEM TO CONTINUE WITH THE PROCESS OF PUTTING IN PARKING.

There was discussion that it shouldn't be a problem since Pier One and the fishing lagoon across the street are in an industrial zoned area being used as recreational.

VOTE: YES: DONICH, ZIMMERMAN, ULMER, ZEISET, CARROLL, HARTLEY

Motion carried.

Harbormaster Hawkins directed them to page 58, Tract A, Homer Spit No. 2 Amended. He explained this has been deeded to the city and asked the Commission request it be researched and updated to show that it's enterprise property now.

ZIMMERMAN/HARTLEY MOVED TO ASK PLANNING TO RESEARCH PARCEL 18103213 AS BELONGING TO THE CITY AND CHANGE IT IN THE PAPERWORK TO DESIGNATE AS SUCH.

There was no discussion.

VOTE: YES: ULMER, ZEISET, ZIMMERMAN, CARROLL, HARTLEY, DONICH

Motion carried.

In response to the questions at the end of the staff report, the Commission commented they would like to review this information each year, and suggested they be provided the enterprise lands and have a short report on the other properties.

C. Homer Port & Harbor Tariff Revision

- I. Memo to Port & Harbor Advisory Commission from Port Director Re: Homer Port & Harbor Tariff Review dated March 15, 2017
- II. REVISED Terminal Tariff No. 1
- III. OLD Terminal Tariff No. 600

Harbormaster Hawkins reviewed his memo explaining the current tariff is outdated and difficult to read after many years of revisions. He also touched on the recommended changes to the fees in the draft tariff revision. He noted this will be provided again at the April meeting so they will have more time to review and discuss it.

Commissioner Zimmerman noted rule 17.01 and questioned if trades people have to have written authorization to go out and work on a vessel. Harbormaster Hawkins explained people providing services on the dock have to have terminal use permit and trades people will need authorization to go out and work. It's a matter of calling the Harbormaster's Office to let them know what's happening. The vessels are supposed to keep a list of vendors that will be coming on the facility.

There was discussion regarding TWIC cards, circumstances where the dock might be manned, and working with a terminal use agreement. Harbormaster Hawkins noted the boat yard agreement where tradesmen would sign a vendor agreement and provide appropriate insurance information once a year. Something like that might work.

They discussed the proposed graduated ice rates that offers an incentive for lower per ton cost the more ice that is purchased. There was discussion about further incentivizing by basing their ice rate on their prior year. If they bought 301-500 tons last year they would start at that same lower rate the next year. Harbormaster Hawkins commented they looked at that and it becomes a bookkeeping issue, he added that the system will automatically adjust the price as the purchaser reaches each threshold.

Other discussion points included criteria for allowing the transfer of stalls with the sale of boats, rental space for containers to use as secured storage, used oil disposal, and unattended heaters.

### **INFORMATIONAL ITEMS**

- A. Port & Harbor Monthly Statistical Report for January 2017
- B. Port & Harbor Monthly Statistical Report for February 2017
- C. Water/Sewer Bills Report for January 2017
- D. Water/Sewer Bills Report for February 2017
- E. Crane and Ice Report
- F. Deep Water Dock Report
- G. Pioneer Dock Report
- H. Dock Water Report
- I. Commissioner Attendance at City Council Meetings

Commissioners reviewed the City Council 2017 meeting schedule and volunteered to attend as follows:

- Ulmer- March
- Hartley- April, November
- Carroll – May, October
- New Appointee – June
- Zeiset – July, August
- Zimmerman – September, December

### **COMMENTS OF THE AUDIENCE**

None

### **COMMENTS OF CITY STAFF**

None

### **COMMENTS OF THE COUNCILMEMBER *(If one is assigned)***

### **COMMENTS OF THE CHAIR**

Chair Ulmer thanked everyone for their work tonight.

### **COMMENTS OF THE COMMISSION**

Commissioner Zeiset thanked Harbormaster Hawkins for the work on the tariff.

Commissioner Carroll said he is glad Mr. Stockburger is re-applying to the Commission.

Commissioner Donich said Mark Hottman fished with him recently and said to tell the commission hello.



PORT AND HARBOR ADVISORY COMMISSION  
REGULAR MEETING  
MARCH 22, 2017

Commissioner Hartley thanked Harbormaster Hawkins for the work on the tariff.

**ADJOURN**

There being no further business to come before the Commission the meeting adjourned at 6:58 p.m. The next regular meeting is scheduled for Wednesday, April 26, 2017 at 5:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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MELISSA JACOBSEN, MMC, DEPUTY CITY CLERK

Approved: \_\_\_\_\_





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Port and Harbor

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Homer, AK 99603

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## APRIL 2017 PORT & HARBOR STAFF REPORT

### **1. Administration**

Staff met with:

- Jeff Berger, Pacific Star Seafoods – Fish Dock Use
- Charles Olson, NCIS – Pre Landing Security Meeting for USN Hopper
- Ice Plant Staff – Crane Use Practical Test
- Bill Smith, Puffin Electric – Order Review for Lighting Controls
- Mental Health Trust – Property at Harbor Entrance
- AAHPA Board Meeting
- Homer Rotary – Tour & Presentation Re: Harbor
- Alaska State Parks Staff – Logistics Re: Upcoming Small Boat Towing Training for State Employees
- Senator Stedman & AAHPA – Briefing Session Re: Senate Bill 92 on Derelict Vessels
- Department Head Staff Meeting
- City Manager, Realtor Terry Yager, & Councilwoman Erickson – Lease Management
- Bryan Baker, Homer Charter Association – Lease Policies & Purchasing a Business on Homer Spit
- City Manager & Mental Health Trust – Teleconference Re: Property at Harbor Entrance
- Senate Resources Committee – Testifying for Alaska Derelict Vessels SB 92
- Community College Small Boat Handling Class
- Jodi Durrett – Potential Short Term Spit Lease
- Nelson Engineering – Haul-out & Marine Repair Facility Planning Session
- Lease Advisory Meeting

### **2. Operations**

The month of March was unseasonably cold and brought about the challenges of winter conditions in the Homer harbor. The winter king salmon tournament was postponed one week due to heavy ice congestion on the Homer Spit and inside the small boat harbor. Special berthing arrangements were made with several active commercial vessels, seeking moorage near the harbor entrance in order to reduce the adversity of navigating through the ice. The demand for access to shore power for a heating source remained strong with over 60 vessels participating in the winter meter power program through March.

Landings at all harbor facilities included the following vessels: Millennium Star, Bob Franco, Pacific Wolf & DBL54, Kennicott, SERVS Endurance, OMSI Resolution, Helenka B, Peregrine, and Rumble Mintz.

Other notable events:

- On 3/15, harbor officers recovered approximately one gram of methamphetamine in a bag at the bottom of Ramp 1 and turned it in to HPD.
- On 3/16, harbor officers responded to a dumpster fire at the top of Ramp 3.
- On 3/21, harbor officers assisted port maintenance in volume, flow rate, and pressure testing the harbor tug's fire pump.
- On 3/22, impound notices were posted on three vessels in the harbor.
- On 3/23, operations staff towed a disabled 58' commercial fishing vessel to its stall at the request of its owner.

- From 3/22 – 3/24, operations staff used the harbor tug and patrol skiff to clear ice from stalls and fairways in preparation for the winter king salmon tournament.
- On 3/24, harbor officers assisted the Homer Chamber of Commerce for eight hours with winter king salmon tournament vessel registration and harbor moorage information.
- On 3/25, the winter king salmon tournament commenced. Harbor officers responded to a capsized kayaker in distress in the vicinity of the green can.
- On 3/31, harbor officers assisted HPD with the removal of an intoxicated man aboard a vessel.
- On 4/1, Load and Launch Ramp fee collection commenced.
- On 4/7, harbor officers identified a suspect vehicle involved in a hit/run at the top of Ramp 1 and notified HPD.
- On 4/12, operations staff consolidated vessels in transient moorage by moving three 100' class crabber/tenders, and ultimately used the harbor tug to assist a disabled 150' commercial fishing vessel move from the Fish Dock to System 5.
- On 4/12, operations staff responded to a sinking 30' pleasure craft under tow to the harbor. Emergency dewatering pumps were deployed and the vessel was towed to the Load and Launch Ramp for removal.
- On 4/12, harbor assistants Patrick Ryckman & Glenn Rauh started work.
- On 4/13, operations staff conducted a small vessel towing operations class for Alaska State Parks rangers.
- From 4/13-4/16, two harbor officers participated with commercial fishing vessel crews in the SERVS-Alyeska oil spill response training and earned their 24-hour HAZWOPER.
- On 4/15, the winter metered power program expired.
- On 4/17, operations staff deployed the "NO WAKE" buoy at the harbor entrance.

### **3. Ice Plant**

After a cold March (when fishermen stayed home), our warm spring temperatures have finally brought a flurry of activity to the Fish Dock. Notable events include:

- Staff completed training for our new Boom Lift
- The new Crane Permitting program is up and running
- Dave Vetterkind was hired for the summer Fish Dock Laborer position
- Annual auger maintenance is completed
- Major repairs to the waterline and crane 7 are currently underway

### **4. Port Maintenance**

Walt Swearingen is back for the summer as a seasonal Maintenance Tech, and has been assigned the special project of building two new fish cleaning tables. Aaron Glidden joined Bryan Hawkins in attending the spring Pacific Coast Congress Conference in San Francisco.

In addition to routine tasks, Port Maintenance has:

- Turned water on at the Steel Grid
- Completed re-shoeing Ramps 1, 2, 4, and 5
- Completed the Port and Harbor's new crane use training program
- Worked with HVFD and Desperate Marine to tune up the Harbor Tug's fire pump and hydraulics
- Re-decked our flat-bed trailer
- Tested one LED retrofit kit on the Pioneer Dock and took readings
- Assisted Port Operations teach a skiff handling/boat moving class
- Completed Boom Lift Operator course
- Repaired a cracked weld on the Harbor Tug



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## Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION  
FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER  
DATE: APRIL 18, 2017  
SUBJECT: CURRENT REVISIONS TO NEW TARIFF DRAFT

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At the Port and Harbor Advisory Commission's meeting on March 22, 2017, commissioners began their review of the new Terminal Tariff. One point that was brought up during the discussion was a proposed graduated ice rate that offers an incentive for lower per ton cost the more ice that is purchased. There was discussion about further incentivizing by basing their ice rate on their prior year. If they bought 301-500 tons last year they would start at that same lower rate the next year.

Port and Harbor Staff has taken the commission's comments into account and have provided a revised draft for review.

### **Recommendations**

Review current draft of the new Terminal Tariff; submit comments or questions for further discussion during the April 26, 2017 meeting.

Attached: Revised Draft of Terminal Tariff – as of April 18, 2017  
Existing Terminal Tariff





# **PORT OF HOMER ALASKA**

## **TERMINAL TARIFF NO. 1**

**RATES, CHARGES, RULES, & REGULATIONS**

**-AT-**

**MARINE TERMINAL**

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**SECTION I: ALL FACILITIES**

**SECTION II: PIONEER DOCK & DEEP WATER DOCK**

**SECTION III: FISH DOCK**

**SECTION IV: SMALL BOAT HARBOR**

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**Issued by City of Homer**

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<http://www.Cityofhomer-ak.gov/port>

**Bryan Hawkins, Port Director and Harbormaster**

[bhawkins@ci.homer.ak.us](mailto:bhawkins@ci.homer.ak.us)

**EFFECTIVE APRIL \_\_\_\_, 2017 AS AMENDED**



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## **AMENDMENTS**

DATE

PAGE

RULE

April \_\_, 2017

Original Issued





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## **SECTION I**

### **All Facilities**

### **Rules & Regulations**

#### **RULE 1 – SCOPE AND APPLICABILITY**

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

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

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

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

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

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

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



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

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

## **RULE 2 – AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS**

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

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

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

## **RULE 3 – ABBREVIATIONS AND DEFINITIONS**

The following abbreviations and definitions shall apply in this Tariff.

### **3.01. ABBREVIATIONS**

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




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

3.02. DEFINITIONS

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



- h. DOCKAGE – The term dockage refers to the charge assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.
- i. DOCKS – The Homer City docks include the Deep Water Dock, the Pioneer Dock and the Fish Dock.
- j. FLOAT; FLOAT SYSTEM – Those portions of the Homer small boat harbor that rise and fall with the tide including the stalls, transient moorings, pilings, ramps, gangways, ladders, and utility connections.
- k. FREE TIME – The specific period during which cargo may occupy space assigned to it on terminal property free of wharfage, demurrage or terminal storage charges immediately prior to the movement of such cargo on or off the vessel.
- l. HARBORMASTER – The senior manager, or his/her representative/designee, as designated by the City of Homer, to manage the marine terminal Port and Harbor facilities under the control of the City of Homer. The Harbormaster also serves as the City’s Port Director.
- m. HOMER HARBOR – For the purpose of this Tariff, “Homer Harbor” shall mean all salt water or tide water lying within the boundaries of the City, including that area known as the Small Boat Harbor.
- n. LENGTH – For the purpose of this Tariff, “length” means the longest overall length (LOA) as measured from the furthest forward position including booms, spars, gins or any fixed extensions, to the further most after portion of the vessel including the booms, spars, gins or any fixed extensions.
- o. MEASUREMENT TON – The measurement of one (1) ton is 40 cubic feet (CFT).
- p. OPERATOR – For the purpose of this Tariff, “operator” means any lessee of a vessel, and Master or Captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship with the owner.
- q. OWNER – For the purpose of this Tariff, “owner” means the individual, LLC, or legal partnership or corporation holding legal title to the vessel and the individual, LLC, legal partnership or corporation representing or holding his, her, or itself out to be the owner of the vessel when there is a dispute regarding title.
- r. PASSENGER FEE – A passenger fee shall be defined as a fee charged for a passenger embarking, debarking or landing aboard a passenger vessel for hire at the Port of Homer.



- s. POINT OF REST STAGING AREA – “Point of Rest Staging Area” is defined as that area on the Terminal facility which is assigned for the receipt of inbound cargo from the vessel and which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.
- t. PORT OF HOMER – The Port of Homer or Port shall mean all marine facilities including controlled berths and associated waterways, as well as associated facilities under the control of the City of Homer, Alaska.
- u. REGISTRATION – “Registration” means completing a moorage or use agreement with all necessary information concerning the vessel and vessel owner.
- v. RESERVED MOORING – “Reserved Mooring” means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.
- w. SMALL BOAT HARBOR – “Small Boat Harbor” means that area of water protected by breakwaters constructed by the Federal government and the Harbor basin created within, including docks, floats, berths, tidal grids and other mooring facilities owned and operated by the City.
- x. STALL – Berthing location within the float system of the Homer Small Boat Harbor. A stall does not include the float or finger of the float; only the mooring space between or adjacent to it.
- y. TERMINAL FACILITIES – Include the Deep Water Dock and the Pioneer (Ferry) Dock, Fish dock and small boat harbor, commercial barge ramps, recreational load and launch ramp, wood and steel tidal grids, wharves, piers, bulkheads, sea walls, associated equipment, offices, warehouses, storage space, roads, paved areas, uplands, beaches and shorelines under the management, ownership and control of the City of Homer, Port and Harbor including the tidelands within the boundaries of the City of Homer. Any reference to “Terminal Facilities” in this Tariff is for reference only.
- z. TONNAGE – the value one (1) ton shall be 2,000 pounds (LBS) of weight.
- aa. TRANSIENT – “Transient” means any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.
- bb. VESSEL – Whenever reference is made to a “vessel” in the Tariff, the term shall mean any boat, motor boat, ship, aircraft when waterborne, boathouse, floats, scows, rafts, pile drivers, or any floating structure or object used for recreational, commercial or any other purpose upon waterways.



- cc. WATERWAY – “Waterway” means any water, waterway, lake, river, tributary or lagoon within the boundaries of the City.
  
- dd. WHARFAGE – A charge assessed against all cargo and other materials such as fuel, stores or equipment, passing or conveyed over, onto, or under piers or between vessels (to or from barge, lighter, or water) when berthed in a pier or when moored in a slip adjacent to the pier. Wharfage is solely the charge for use of pier for the purpose of moving cargo or materials and does not include charges for any other service such as dockage.

**RULE 4 – HOURS OF OPERATION AND HOLIDAYS**

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

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

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

**RULE 5 – LIABILITY, INDEMNITY, INSURANCE**

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

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

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





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

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

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

5.06. ADDITIONAL INSURANCE – The City reserves the right to request additional insurance coverage by users of the Port's facilities or to be named additional insured at the discretion of the City. The City may request any additional insurance as deemed appropriate for port activities. For vessels that may be hazardous or become a menace to other vessels, their occupants, City facilities, the Harbormaster or City Manager may require an operator or owner of a vessel to furnish evidence that there is currently in effect liability insurance in an amount satisfactory to the City. The vessel's owner or agent shall file a certificate of insurance or other satisfactory evidence signed by an agent or officer of the insurance company and stating the effectiveness and expiration date.

## **RULE 6 – RIGHTS OF THE CITY AND USE OF FACILITIES**

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

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

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

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

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



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

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

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

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

- a. Previous arrangements for berthing, space, receiving or unloading have not been made with the Harbormaster; or
- b. The vessel is unsafe or hazardous and may pose risk to life or property; or
- c. The value of the vessel, in the opinion of the Harbormaster is less than the probable service charges and other charges to its use of the City dock or terminal, or harbor facility; or
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Harbormaster, the circumstances, prevailing or likely to occur, will prevent the City docks or terminal, or harbor facilities, or any portion of them from providing customary services to the public. The decision of the Harbormaster in the event of dispute shall be final.

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



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

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

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

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

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

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

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

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

6.018. IMPOUNDMENT OF VESSELS FOR VIOLATIONS – The Harbormaster is authorized to impound any vessel in Homer Harbor, or at the terminal and dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff. The Harbormaster may also impound a vessel whose owner or operator has not paid harbor fees or any vessel which is unsafe and whose owner or operator has failed to remove



it after notice. The Harbormaster may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel. The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charge and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal. The procedure for impoundment, including notice and pre-impoundment hearing are set forth in 10.04.120 of the Homer City Code.

## **RULE 7 – CARGO**

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

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

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

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

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



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

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

## **RULE 8 – HAZARDOUS AND DANGEROUS CARGOES**

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

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

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

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



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

8.06. HAZARDOUS MATERIAL, NOTICE OF HAZARDOUS CARGO AND PERMIT – Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express consent of the Harbormaster and previous arrangement (at least 12 hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

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

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

8.09. DISCHARGE PROHIBITED – No person shall throw or discharge any gasoline, oil, hazardous waste, petroleum contaminated refuse or pumping of bilge containing petroleum products into the water or uplands of the Homer Harbor and/or on Terminal facilities.

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

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



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

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

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

### **RULE 9 – ANCHORING**

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

9.02. ANCHORAGE MANNING REQUIREMENT – All vessels in the City of Homer’s Port and Harbor facilities (Terminal) including Tidelands outside the harbor must be manned at all times and the vessel’s position monitored on a regular basis to insure that vessel anchors are not dragging and must comply with Coast Guard lighting requirements.

### **RULE 10 – SANITATION, HOT WORK AND VESSEL MAINTENANCE**

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

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

10.03. RESPONSIBILITY FOR HOUSEKEEPING – Users of docks and other terminal and harbor facilities will be required to maintain same in an orderly manner as directed by the Harbormaster. It is





unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks, and/or debris of any kind or type whatever into the water under the jurisdiction of the City of Homer Port and Harbor. Deposit of fish carcasses, including heads, bones or viscera from fishing activities is authorized only at designated locations.

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

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

10.06. USED OIL AND PETROLEUM PRODUCTS DISPOSAL – All used oil and petroleum products must be properly disposed of by the vessel/owner. The City of Homer provides disposal for used oil, antifreeze, oil filters, batteries, and oil absorbents at two locations at the harbor, Ramp 2 and 8. **The disposal containers are for vessels that are currently moored in the small boat harbor and for small quantities of fluids. Fifteen (15) gallons or less for oil and fifteen (15) gallons or less for antifreeze. Vessels stored in any privately owned storage yards are not allowed to dispose of their waste materials at the Homer harbor. Likewise for home owners, area businesses or other related vessel industry.**

**Harbor patrons who have quantities larger than fifteen (15) gallons of used oil to dispose of should contact the harbor office for options. Clean used oil (meaning not contaminated with water, solvents, soaps, or other) is of value to local businesses that burn it for heating large buildings. Contact the harbor office for a list of businesses that will be willing to accept the clean oil for free.**

**Disposal of more than fifteen (15) gallons of used oil or antifreeze or any amount of oily water in one calendar day may be done by appointment with Port Maintenance.**

**Fees:**

- Oil                                    \$3.35/gallon**
- Used Antifreeze                \$8.00/gallon**
- Oily Water/Bilge Slop \$5.00/gal delivered in drums**

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

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





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

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

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

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

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

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

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

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



10.015. **HOTWORK PERMIT** – Hot Work permit must be completed and approved by the Harbormaster prior to the start of any approved hot work. This Hot Work –permit shall include the expected start date, time and expected duration of the hot work.

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

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

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

## **RULE 11 – SAFETY**

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

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

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

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

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

**RULE 12 – VEHICLE PARKING**

12.01. VEHICLE ACCESS LIMITED ON DOCKS – It shall be unlawful for any person to operate any vehicle within the Port area except for the purpose of loading or discharging freight or passengers, or while actually engaged in the performance of necessary duties which require the presence of such vehicle on Port property. Any vehicle shall be under the constant attendance of the operator and subject to the rules in this Tariff. It shall be the duty of such operator to immediately remove such vehicle from the wharf or pier upon the completion of the transaction of necessary business. The Harbormaster has the authority to remove any vehicle in violation of this rule at the sole expense of the owner and may be refused further access to any Port property at the discretion of the Harbormaster.

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

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

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

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

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

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



12.08. PARKING FEES (SHORT TERM) – Parking fees are to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through Labor Day). Parking fee is \$5 per calendar day. Posted parking time limits will be established and enforced as per Homer City Code.

12.09. LONG TERM PARKING PERMITS – Vehicles over 20’ are not eligible for long term parking permits.

- a. Seasonal permits for day use parking (Ramps 1-4): \$250.00.
- b. Long Term parking permits required for vehicles 20’ or less parked in excess of seven (7) consecutive 24-hour days.
- c. Long Term parking annual permit fee for vessel owners paying annual moorage in the Homer Harbor: fee \$100.00.
- d. Long Term parking annual permit (January 1st through December 31st): fee \$200.00.
- e. Monthly parking permit for vehicles less than 20’: fee \$70.00 for 30 consecutive days.
- f. Monthly parking permit for non-commercial vehicles over 20’: fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.
- g. Long term parking will be enforced year around.
- h. Parking lot restrictions for long term parking, May 1 through October 1, as depicted on harbor map (Resolution 11-036(A)).
- i. Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply. Fines, \$25.00 per calendar day, provided that the fine for overtime parking in long term parking area will be limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.
- j. Failure to pay violations will result in an additional \$25.00 fee per month and any other legal or collection fee authorized by law.

### **RULE 13 – WHARFAGE, DEMURRAGE AND FREE TIME**

13.01. WHARFAGE

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



- c. EXCEPTIONS – No wharfage shall be charged to ship’s gear, such as strong-backs, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. This shall also exclude cargo moving to or from alongside a vessel for loading or unloading, or cargo between any place on the Terminal which are handled on trucks, lighter, barges or any other means of conveyance to and from the terminal facility.
- d. FUEL WHARFAGE – Fuel handled over wharf will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred.
- e. LOG WHARFAGE – Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However, if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for the inbound product. Log quantities will be reported by manifest to the Port Office for subsequent billing. The basis for measuring 1,000 board feet (M.B.M.) log scale shall be the Scribner Rule or Scribner Dec. C Log Rule. All log scales will be performed by an independent log scaling bureau. Certified copies of log scale tickets and/or log scale books shall be provided to the Port for all logs shipped. The basis for the Tariff payment to the City will be computed on a net log scale, with a maximum of a twenty five percent (25% deduct factor for defects and taper; that is gross scale minus 25% total deduct.
- f. OVERSIZE WHARFAGE – One-half of wharfage named herein will be charged to merchandise or cargo discharged or loaded over the side of vessels directly to or from another vessel or to the water when vessel is berthed at wharf.
- g. RESTOWED CARGO WHARFAGE – Restowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is not removed from the wharf prior to re-loading to the vessel.
- h. BONE DRY UNITS – A Bone Dry Unit (BDU) is defined as 1.2 bone dry tons of wood chips. A bone dry ton is that quantity of wood chips which would weigh 2,000 lbs when dry.
- i. APPLICATION – Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for “Freight N.O.S.”
- j. RATE VALUES – Except as otherwise provided herein, rates apply per short ton which is 2,000 lbs., or per 40 cu.ft. as rated by ocean carriers, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 F. net, or 376 lbs. per barrel of bulk cement, or per bone dry wood chips as rated by ocean carrier



k. SCHEDULE OF WHARFAGE RATES – Except as otherwise specifically provided, rates are in U.S. dollars (USD) per short ton of 2000 lbs. or per 40 cu.ft.

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

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

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

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



13.02. DEMURRAGE

- a. APPLICATION – Demurrage shall be assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.
- b. RATE – Demurrage will be assessed at a rate of nine cents (\$.09) per square foot per day, based on the “foot print” occupied by cargo in the laydown area. For cargo with overhangs, the footprint plus the area under the overhang that is unusable for other storage will be assessed.

13.03. FREE TIME

- a. APPLICATION – Free time is the specified period during which cargo may occupy space assigned to it on terminal property free of demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo from the vessel. Free time periods may be adjusted or changed at any time by the Harbormaster.
- b. FREE TIME PERIODS – Free time is calculated inclusive of Saturdays, Sundays or holidays. Free time starts the first 7 A.M. after freight is received or unloaded onto the Terminal from car, truck, or, in the case of freight received from a vessel, the first 7 A.M. after completion of vessel’s discharge. When freight is transhipped between deep sea vessels and involves application of a long and short free time period, the longer period shall be used, but not the aggregate of any two free time periods. Free time of 3 days will be allowed on all inbound traffic. Free time of 3 days will be allowed on all outbound traffic.

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

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

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

14.03. NO POSTING OR DEFACEMENT – No person shall write or post any written or printed matter in any place within or on any Homer Port or Harbor facilities, except upon bulletin boards constructed for the purpose only after having obtained permission from the Harbormaster. No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Harbormaster.





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

**RULE 15 – CHARGES: Applications, Rules & Regulations**

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

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

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

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

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

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

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





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

16.01. LABOR/PERSONNEL

- a. City Labor-When labor is furnished by the City at the request of a user it is expressly stipulated that the City acts as agent of the user. The City shall charge for labor provided by the City for the following services not specifically described in this Tariff:
  - i. Rates Not Specified-Services for loading, unloading, or transferring cargo for which no specific commodity rates are provided and which cannot be performed at the rates named N.O.S. as well as cargo in packages or units of such unusual bulk, size, shape or weight as to preclude performing such services at rates named under individual items of this Tariff.
  - ii. Services for which no specific commodity rates are provided and any other services for which specific rates are named in this Tariff because of unusual conditions or requirements of shippers not normally incidental to such services preclude the performance.
  - iii. Services of cleaning City docks or terminal facilities of dunnage, stevedore gear, and other equipment or material when the shipper, vessel owner or consignee fails to promptly clear the facility as requested by the Harbormaster.
- b. Application Period-When a user notifies the Harbormaster for labor for a specific time and labor is on the job ready for work at that time, labor costs shall be charged from the time the labor is ready for work until the work is concluded even if the work is delayed through no fault of the City.
- c. Rates-All labor provided by City personnel shall be charged at \$102.00 per hour. (½ hour minimum at \$51.00). Work requiring call-outs shall be charged at a minimum of two hours.

16.02. TOWING SERVICES – Towing inside of the Small Boat Harbor shall be assessed at the following rates:

- a. Skiff with operator ½ hour \$68.00
- b. Skiff with operator 1 man hour \$102.00. Any additional personnel required will be charged at rate of \$102.00 per hour.

16.03. PUMPING VESSELS – Use of Electric Pump is \$40.79 per day or portion of day. Use of gas pump is \$69.97 per hour, minimum charge of one hour, which includes attendant time.

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

16.05. SPECIAL SERVICES – Special services including waste, bulk oil, or garbage disposal shall be billed at the City’s actual cost, including City labor costs, plus 125% of City costs for services. This



includes the costs for outside services arranged and paid for by the City. Except where otherwise required by law, the Harbormaster has the authority to provide, arrange for or refuse the provision of services in addition to those set out in this Tariff.

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

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

16.08. SEARCH AND RESCUE/EQUIPMENT & PERSONNEL – In addition to other Tariff provisions, when the City utilizes City equipment and personnel to provide search and rescue assistance to vessels including towing, outside of the Homer's Port and Harbor, the Harbormaster may charge users of those services \$102.00 per hour for skiff and operator for the first hour on any part, and for additional search and rescue assistance beyond one hour.



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## **SECTION II**

### **Pioneer Dock and Deep Water Dock**

### **Rules, Regulations, & Rates**

#### **RULE 17 – DOCKS: RULES AND REGULATIONS**

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

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

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

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

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



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

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

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

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

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

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

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



17.08. NON-CITY EQUIPMENT – No non-City owned mobile cranes or boom trucks may be brought onto the Deep Water Dock or Pioneer Dock for use in loading/unloading without advance Harbormaster approval.

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

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

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

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

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

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

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

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

## **RULE 18-DOCK SECURITY**

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



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

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

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

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

#### **RULE 19-DOCK -CONDITIONS OF BERTHING /BERTH REQUESTS**

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

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

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

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

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



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

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

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

## **RULE 20 – DOCK BULK PETROLEUM PRODUCTS**

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

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

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

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

20.05. MANIFEST REQUIREMENTS – Masters, owners, agents or operators of vessels are required to furnish the City of Homer with complete copies of vessel's manifests showing the name of consignees



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

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

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

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

21.01. SPECIAL TERMINAL USE PERMIT AND REQUIREMENTS: For Petroleum Product Transfer – Fueling vessels at the Pioneer Dock and the Deep Water Dock by truck or vessel is permitted with the permission of the Harbormaster and the completion of a Special Terminal Use Permit. The Special Terminal Use Permit shall be completed annually with an annual permit issuance fee of \$200. In addition, the Permittee shall file timely fuel wharfage reports stating the gallons of petroleum product dispenses with the required payment.

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

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

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

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





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

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

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

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

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

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

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

**RULE 22 – DOCK RATES**

22.01. DOCKAGE RATES – Vessels are charged by their length over all and by the calendar day. For billing purposes, the LOA shall be obtained from the vessel’s Certificate of Registry or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

<b>0' to 100'</b>	\$338.00	<b>101' to 200'</b>	\$506.00	<b>201' to 300'</b>	\$788.00
<b>301' to 350'</b>	\$1005.00	<b>351' to 375'</b>	\$1,098.00	<b>376' to 400'</b>	\$1,206.00
<b>401' to 425'</b>	\$1,337.00	<b>426' to 450'</b>	\$1,490.00	<b>451' to 475'</b>	\$1,604.00
<b>476' to 500'</b>	\$1,762.00	<b>501' to 525'</b>	\$1,996.00	<b>526' to 550'</b>	\$2,154.00



<b>551' to 575'</b>	\$2,334.00	<b>576' to 600'</b>	\$2,582.00	<b>601' to 625'</b>	\$2,957.00
<b>626' to 650'</b>	\$3,443.00	<b>651' to 675'</b>	\$3,917.00	<b>676' to 700'</b>	\$4,420.00
<b>701' to 725'</b>	\$5,119.00	<b>726' to 750'</b>	\$5,858.00	<b>751' to 775'</b>	\$6,644.00
<b>776' to 800'</b>	\$7,459.00				

22.02. SUPPLEMENTAL SERVICE CHARGE IN ADDITION TO DOCKAGE

- a. A service charge of \$52.00 will be assessed to each vessel in addition to the dockage rates above.
- b. A service charge of \$481.53 will be assessed for each Cruise Ship in addition to dockage rates above.

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

- a. Quantity charge, \$38.81 dollars per one thousand gallons (minimum five thousand gallons).
- b. Scheduled deliveries will have a minimum charge of \$102.00 for combined connection and disconnection.
- c. Unscheduled deliveries will have a minimum charge of \$139.32 for combined connection and disconnection.

22.04. CRANE – The crane at the inside of (berth No. 2) of Deep Water Dock shall be subject to the same charges and usage requirements. See Section III for crane rules & rates.

22.05. REGULATED GARBAGE HANDLING

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



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## **SECTION III**

### **Fish Dock**

### **Rules, Regulations, & Rates**

#### **RULE 23 – FISH DOCK RULES AND REGULATIONS**

23.01. USE OF FISH DOCK BY COMMON CARRIERS – The use of the Fish Pier by Common Carriers is prohibited.

23.02. FISH DOCK USE – The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear. Any other use must be approved in advance by the Harbormaster.

23.03. RESPONSIBILITY LIMITED – No person other than employees of the holders of authorized Fish Dock Use Permits shall be permitted to perform any services on the Fish Dock. The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

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

23.05. NO UNATTENDED VESSELS AT THE FISH DOCK – Vessels moored at Fish Dock must have sufficient crew on board to move the vessel upon request or direction of Harbor staff. A fee of one hundred fifty dollars (\$150.00) per hour will be assessed against the owner or operator of a vessel per hour left unattended at Fish Dock that obstructs access to the Fish Dock by other vessels.

#### **RULE 24 – FISH DOCK USE PERMITS**

24.01. FISH DOCK USE PERMITS – An annual Fish Dock Use Permit is required for any qualified agent desiring to provide services (loading and unloading vessels) at the Fish Dock facilities of the City of Homer. Applied and approved Fish Dock Use Permit holders shall pay an annual \$5.00 permit issuance fee plus provide the required insurance and state permitting documents.

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



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

**RULE 25 – FISH DOCK CRANES**

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

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

**RULE 26 – FISH DOCK RATES**

26.01. GENERAL LIST OF FEES AS SET BY THE HOMER CITY COUNCIL

- a. Annual Access Card (Private License) \$52.00 per year
- b. Card replacement fee \$15.00 per occurrence
- c. Cold Storage Lockers #2-#8 (8 feet X 10 feet) \$334.75/month
- d. Cold Storage Rate (2 consecutive months) \$309.00/month
- e. Cold Storage Rate (3 consecutive months) \$283.25/per month
- f. Cold Storage Rate (9 month season) \$257.50 per month
- g. Cold Storage Locker #9 (10’X22’) \$920.90/month
- h. Cold Storage Locker #9 (2 consecutive months) \$849.60/month
- i. Cold Storage Locker #9 (3 consecutive months) \$778.90/month
- j. Cold Storage Locker #9 (9 month season) \$708.20/month
- k. Inspections \$ 50.00 per hour
- l. Bait Storage Fee per bin (4x4x4)
  - 1. Per Day \$5.15
  - 2. Per Week \$25.75
  - 3. Per Month \$77.25
- m. Fish Dock Crane (Minimum 15 minutes) \$90.64/hour
- n. Ice (Accumulated throughout year. Accounts reviewed each Dec. for rate adjustment based on previous year’s actual tons of ice purchased.)
  - 1. 0>100 tons \$130.90 per ton
  - 2. 101>300 tons \$128.00 per ton
  - 3. 301>500 tons \$124.00 per ton
  - 4. 501>700 tons \$121.00 per ton
  - 5. 701>1000 tons \$118.00 per ton
  - 6. Over 1001 tons \$115.00 per ton
- o. Wharfage for Seafood \$4.76/ton or \$.00238/lb
- p. Ice Wharfage (not purchased from City) \$14.50/ton
- q. Freight NOS Non-seafood Wharfage at Fish Dock \$14.50/ton



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## **SECTION IV**

### **Small Boat Harbor & Upland Facilities**

### **Rules, Regulations, & Rates**

#### **RULE 27 – SMALL BOAT HARBOR RULES & REGULATIONS**

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

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

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

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

27.05. RENEWING RESERVE STALLS – A written renewal letter is mailed to each Reserve Stall holder. Payment of fees, any updates to their contact information and current proof of ownership is required each year by October 1 to renew.

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

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

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



endanger or cause undue distress to any other boat or occupant, regardless of established speed limits.

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

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

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

27.012. LIVE ABOARDS – No live aboard situations longer than three months are permitted in the Homer small boat harbor without the Harbormaster’s approval in writing after an evaluation of the sanitary, service and congestion problems that may be a result of such an arrangement. No long term (more than one year) will be allowed in the Homer small boat harbor.

27.013. BUSINESSES ON VESSELS IN HOMER SMALL BOAT HARBOR – No Bed & Breakfast, Air B&Bs, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the Homer small boat harbor.

## **RULE 28 – SMALL BOAT HARBOR VESSEL MOORAGE**

28.01. APPLICABLE PERIOD – Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor float or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the Port and Harbor facilities. A vessel moored in the Harbor at any time between 12:01 A.M. and 10:00 A.M. shall be charged a full day’s moorage. The Harbormaster may, in his discretion and with proper and appropriate advance notice, waive a daily rate for a vessel that will occupy mooring space for a minimum time. This applies if the Harbormaster determines the use of the public facilities by others will not be congested or adversely affected.

28.02. CALCULATION OF RATES – Mooring charges shall be calculated on the overall length of the vessel, (LOA), or in the case of a reserved stall, the length of the float stall assigned, whichever is greater. LOA shall be construed to mean the distance in feet from the most forward point at the stem



to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc. For billing purposes, the LOA shall be obtained from the vessel's Moorage Agreement or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

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

#### 28.04. MOORAGE RATES

- a. **The annual moorage fee for reserved moorage and transient moorage privileges is forty four dollars and eighty eight cents (\$44.88) per lineal foot** based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swim steps, etc.) plus a fifty dollar (\$50.00) administration fee. For a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration fee.
- b. All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Harbormaster.
- c. A semi-annual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate plus a thirty three dollars and fifty cents (\$33.50) administration fee. Vessels that do not renew will automatically be charged the monthly rate if not removed after five days.
- d. The monthly transient rate will be 17% of the annual rate plus an eight dollars and fifty cents (\$8.50) per month administration fee. Vessels that are properly registered and pay all moorage fees in advance may deduct fifty cents (\$.50) per foot per month.
- e. The daily transient rates are: 3% of the annual rate plus a one dollar and fifty cents (\$1.50) per day administration fee. Vessels that properly register and pay all moorage fees in advance may deduct five dollars (\$5.00) per day from the daily rate.



- f. Any moorage fee that expires for a registered (has a Moorage Agreement on file) or an unregistered vessel will, after five days, automatically be charged a monthly rate retroactive to the expiration date.
- g. Refunds for cancellations of reserved stalls and annual prepaid moorage are calculated using the number of months used times the monthly prepaid rate.

## **RULE 29 – RESERVE STALL ASSIGNMENTS IN SMALL BOAT HARBOR**

29.01. CHANGING RESERVE STALL ASSIGNMENT OR STALL **SWAP** REQUEST – Reserve Stall holders can request to change the assigned stall within the same size floats. Fee for submitting a SWAP REQUEST is \$25.00. This is a onetime fee which stays on file until request is satisfied. This fee is neither refundable nor creditable to the reserved stall holder or the reserved stall account. The Harbormaster shall place the reserved stall change request on the swap list on a first-come, first-served basis.

29.02. CHANGE BOAT IN RESERVE STALL – Reserve stall assignments are made to a particular combination of vessel and owner/operator and are not assignable by the owner/operator. A stall holder who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to retain reserved use of the stall for a period of not more than one year from the date the stall holder lost possession, control or custody of the vessel so long as the stall holder has replaced the vessel with another vessel of appropriate size for the stall assigned. A Reserve stall holder may place another vessel of permitted size in the stall with permission of the Harbormaster and upon payment of the Change Boat fee of \$25.00. Reserve stall holder must complete a new Moorage Agreement and show proof of ownership, lease, or bill of sale within 12 months for the replacement vessel for the duration of the stall lease.

29.03. PREFERENTIAL USE – A Reserve stall assignment grants the holder the preferential use of the stall. In order to maximize the public's use of existing facilities, the Harbormaster has the authority to temporarily assign (hot berth) vessels to stalls normally used by another vessel when that vessel is out of the Harbor. No person shall sell, lease, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls.

29.04. SURVIVORSHIP – Upon the death of any reserved stall holder, reserved mooring privileges shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

29.05. SALE OR ASSIGNMENT – An individual or an entity can be assigned a reserve stall . An entity is defined as an LLC or legal partnership or corporation holding legal title to the vessel.

A sale, lease, transfer or assignment of a reserve stall by an individual owner is prohibited. The Harbormaster shall revoke the moorage agreement after 10 days' written notice to the holder of the





moorage agreement. Upon the death of individual owner, the stall may be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

An entity may not assign or transfer the reserve stall assigned to the vessel without written consent by the Harbormaster. Transfer or assignment of the reserve stall may only occur after the harbormaster determines that 1) the entity is in full compliance with the Reserve Stall Moorage Agreement; 2) there has been a change of ownership of an entity, or reorganization of an agency; and 3) the nature of the entity’s business or enterprise, if applicable, and the use of the vessel and the stall will remain substantially the same after the transfer or assignment.

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

**RULE 30 – SMALL BOAT HARBOR RESERVE STALL WAITING LIST**

30.01. WAITING LIST FOR RESERVED STALL ASSIGNMENT – Vessels will be assigned a permanent reserved stall based on seniority position on waiting lists maintained by the Harbormaster’s office. Separate waiting lists shall be maintained for the following size stalls:

20 Feet	24 Feet	32 Feet	40 Feet	50 Feet	60 Feet	75 Feet
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30.02. APPLICANT RANKING – The Harbormaster shall place applicants on the waiting list on a first-come, first-serve basis only upon receipt of all requested information and payment of the annual waiting list fee. There is a fee of \$30.00 per year per listing upon the waiting list(s) for a permanent reserved stall assignment. An individual may sign up at any time during the year and pay a prorated fee to the May 1 Stall Wait List due date. Nonpayment of the fee by the May 1 due date means automatic cancellation from the waiting list. The annual waiting list fee will be accepted only from the individual whose name appears on the waiting list. The fee is neither refundable nor creditable to stall applicant. An applicant or existing reserved stall assignee may be placed on one or more of these lists. An applicant need not own or operate a vessel to be placed on the waiting list.

30.03. NEW STALL ISSUES – In mid-October of each year, after all Reserve stalls are renewed and any SWAP requests have been satisfied, new stall offers to those on the stall wait lists are issued in the order they were received. New stall holder must complete and sign a Reserve Stall Moorage Agreement, pay the annual moorage and provide proof of ownership or a written lease agreement on the vessel. New stall holders have one year to obtain a vessel for the stall.

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



30.05. SURVIORSHIP – Upon the death of a Stall Wait List applicant, the applicant’s rank on the waiting list shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

30.06. CHANGE OF CONTACT INFORMATION – An applicant shall notify the Harbormaster in writing of any change of address or telephone number(s) immediately. Any individual, partnership, corporation or governmental agency may apply for use of a reserved stall. All applicants, except government agencies, shall designate a single individual whose name shall appear on the waiting list and who shall be responsible for payment of all fees. Any change in the individual designated may result in the applicant’s loss of priority on the waiting list.

### **RULE 31-SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES**

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

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

### **RULE 32 – SMALL BOAT HARBOR ELECTRICITY**

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

- a. The meter availability fee will be \$23.95 per month.
- b. There will be an electrical usage charge cost per kilowatt determined by the Local public utility.
- c. Reserve stall assignees shall notify the Harbormaster of any period when the assigned vessel will not occupy the stall. The Harbormaster, upon payment of a \$28.80 connect/disconnect fee, shall discontinue charging the meter availability fee until the vessel returns.

32.02. TRANSIENT VESSEL WINTER POWER

- a. Transient Vessel Winter Power -Subject to availability, transient vessel may buy electrical power on a metered basis from October 15 to April 15. There will be a \$28.80 connect/disconnect fee.
- b. Metered transient vessels will be charged a meter availability fee of \$28.80 per month.



- c. There will be an electrical usage charge per kilowatt as determined by the Local public utility.

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

Daily/Flat Rate 110v	\$10.20/calendar day (monthly rate after 15 days)
208v/single phase	\$20.12/calendar day (monthly after 17 days)
208v/3 phase & 480v	\$45.20/calendar day (monthly rate after 7 consecutive days)
Monthly Rate 110v	\$152.67
208v/single phase	\$341.70
208v/3phase & 480v	\$28.80 + kilowatts determined by local public utility

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

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

- a. There will be an electrical usage charge per kilowatt hour as determined by the Local public utility.
- b. Vessels will be charged a meter availability fee of \$28.80 per month.
- c. Vessels plugged in less than seven (7) consecutive days will be charged the daily rate.

**RULE 33 – SMALL BOAT HARBOR TIDAL GRIDS**

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

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



33.03. RATES – The following rates apply to use of Tidal Grids:

- a. The rate per foot per tide is \$1.05 for vessels 0'-59'
- b. The rate per foot per tide is \$2.55 for vessels 60'-80'
- c. The rate per foot per tide is \$3.25 for vessels 81'-100'
- d. The rate per foot per tide is \$3.82 for vessels 101'-120'
- e. The rate per foot per tide is \$4.24 for vessels 121'-140'

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

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

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

#### **RULE 34 – SMALL BOAT HARBOR PUBLIC LAUNCH RAMP**

34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch ramps. The principal intended use of the LAUNCH RAMP is the launch and recovery of small, boats on trailers. An authorized subsidiary use is the incidental, noncommercial, loading or unloading of goods, supplies or materials. Rate for a single launch is \$13.00; a season pass covering April 1 to October 15 is \$130.00. The person who is obligated to pay the fee for using the load and launch ramp must make the ticket verifying payment available upon request, or display the seasonal permit on the port side of the permit holder's vessel. There is a \$20.00 per hour fee for vessels that are left unattended on the Launch Ramp and are blocking ramps. Reserved stall holders are exempt from launch fees for the vessel assigned to and registered to the stall only, not for other boats owned by the same individual. At the Harbormaster's discretion, reasonable restrictions may be placed on the use of the public launch ramp.

#### **RULE 35 – UPLAND STORAGE**

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

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



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

35.04. RATES – Fees for general storage are as follows:

Open Areas, fishing gear (unsecured)	\$ .12 per square foot
Open Areas, non-fishing gear (unsecured)	\$ .17 per square foot
<b>Secure Storage</b>	<b>\$ .22 per square foot</b>

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

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

**RULE 36 – BOAT TRAILER STORAGE**

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

36.02. LONG TERM STORAGE – **Long term storage of boat trailers (8 or more days) is available in a designated lot for \$7/per foot per month. This is for trailers only, no boats on trailers or attached vehicles.**

**RULE 37 – BEACHES AND BARGE RAMP**

37.01. USE – The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. At the Harbormaster’s discretion, reasonable restrictions may be placed on the use of the beach and barge ramp. Congestion, risk of loss of public or private property and public safety and/or response may result in restrictions. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

37.02. APPLICATION OF FEES – The Harbormaster shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same



rate shall apply to vessels using the barge ramp. The rate per linear foot for all vessels is \$1.50 per day. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstance..

37.03. CHARGES – Wharfage rates shall also apply for the beaches and barge ramp. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances. See Wharfage, Section I, Rule 13.

37.04. DAMAGE – The user of any beach area or barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by Harbor staff. The costs incurred by the Harbor staff will be fully charged to the beach user. Labor rate for the Harbor staff will be one hundred and two dollars (\$102.00 USD) per hour per person, plus appropriate equipment rental and material costs.

37.05. PROHIBITIONS – Sandblasting of vessels is not permitted on City beaches or barge ramps; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to be put into the water as a result of any maintenance done on the beach, ramp, on the tidelands or uplands.

### **RULE 38 – MARINE REPAIR FACILITY**

38.01. HOMER MARINE REPAIR FACILITY – Facility can be utilized by vessels after approval by the Harbormaster. A User Agreement is required along with a Work Plan, proof of insurance and proof of ownership. The season for use of the Homer Marine Repair Facility is from September to May. Complete information can be found in the City of Homer Marine Repair Facility Policies and Best Management Practices document.

#### 38.02. FEES

- a. UPLAND DRY DOCKAGE FOOTPRINT CALCULATION – Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot perimeter on all sides. If additional equipment is on site, it will be added to the total square footage.
- b. UPLAND DRY DOCKAGE USE FEE PER MONTH (ANNUAL MOORAGE) – \$ 0.17 per square foot for vessels paying annual moorage in Homer Harbor
- c. UPLAND DRY DOCKAGE USE FEE PER MONTH (TRANSIENT MOORAGE) – \$ 0.20 per square foot for transient daily, monthly, semiannual moorage vessels
- d. UPLAND DRY DOCKAGE USE FEE PER MONTH (NO MOORAGE PAID) – \$0.25 per square foot for vessels not paying harbor moorage.
- e. ADMINISTRATION FEE – per month of Dry Dockage uplands usage: \$50.00



- f. BEACH LANDING FEE – per calendar day: \$1.50 per foot
- g. VENDOR FEE – per calendar year: \$150.00
- h. HARBOR LABOR FEE – \$102.00 per hour/\$51.00 minimum

**RULE 39 – FISH DISPOSAL / GRINDING AND FEES**

39.01. FISH GRINDING AND FEE-The City owns a regulated fish disposal system that grinds and flushes fish waste through an outfall line. Besides grinding sport caught fish carcasses collected at the fish cleaning tables, commercial enterprises self-report their fish carcasses brought to the facility. The rates for commercial enterprises are \$30/tote (approximately 1,000 lbs.) and \$5/tub (approximately 100 lbs.).

**[END OF CITY OF HOMER PORT TARIFF]**





# **PORT OF HOMER TERMINAL TARIFF NO. 600**

Terminal Tariff No. 600  
Filed under ATFI Rules



Issued by City of Homer  
Phone 907.235.3160 Fax 907.235.3152  
Or Visit our Website at  
<http://www.cityofhomer-ak.gov/port>  
4350 Homer Spit Road  
Homer, Alaska 99603

Naming, Rates, Charges, Rules and Regulations  
For  
Wharfage, Terminal Storage, Demurrage  
And  
Other Terminal Services and Privileges Defined Herein  
At Port of Homer Municipal Terminals  
Located at Homer, Alaska

Issued: January 1, 2016

Effective: January 1, 2016

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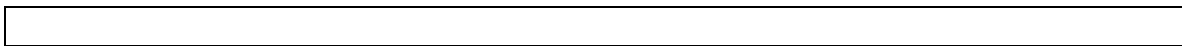
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RULE: 01 -- SCOPE (I)

EFF: 31OCT1994

NOT APPLICABLE

RULE: 02 -- APPLICATION OF RATES AND CHARGES (I)

EFF: 31OCT1994

NOT APPLICABLE

RULE: 03 -- RATE APPLICABILITY RULE (I)

EFF: 31OCT1994

NOT APPLICABLE

RULE: 04 -- HEAVY LIFT (I)

EFF: 31OCT1994

NOT APPLICABLE

RULE: 05 -- EXTRA LENGTH (I)

EFF: 31OCT1994

NOT APPLICABLE

RULE: 06 -- MINIMUM BILL OF LADING CHARGES (I)

EFF: 31OCT1994

NOT APPLICABLE

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RULE: 07 -- PAYMENT OF FREIGHT CHARGES ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 08 -- BILL(S) OF LADING ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 09 -- FREIGHT FORWARDER COMPENSATION ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 10 -- SURCHARGES AND ARBITRARIES ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 11 -- MINIMUM QUANTITY RATES ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 12 -- AD VALOREM RATES ( I )

EFF: 31OCT1994

NOT APPLICABLE

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RULE: 13 -- TRANSSHIPMENT ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 14 -- CO-LOADING IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 15 -- OPEN RATES IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 16 -- HAZARDOUS CARGO ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 17 -- GREENSALTED HIDES IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 18 -- RETURNED CARGO IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

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RULE: 19 -- SHIPPER'S REQUESTS IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 20 -- OVERCHARGE CLAIMS ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 21 -- USE OF CARRIER EQUIPMENT ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 22 -- AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 23 -- CARRIER TERMINAL RULES AND CHARGES ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 24 -- NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS ( I )

EFF: 31OCT1994

NOT APPLICABLE

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RULE: 25 -- CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 26 -- TIME/VOLUME RATES IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 27 -- LOYALTY CONTRACTS IN FOREIGN COMMERCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 28 -- DEFINITIONS ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 29 -- SYMBOLS ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 30 -- ACCESS TO TARIFF INFORMATION ( I )

EFF: 31OCT1994

NOT APPLICABLE

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RULE: 31 -- SEASONAL DISCONTINUANCE ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 32 -- MILITARY CARGO TERMS ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 33 -- PROJECT RATES ( I )

EFF: 31OCT1994

NOT APPLICABLE

RULE: 34 -- TERMINAL TARIFFS ( I )

EFF: 31OCT1994

For application of individual charges, consult the sub-rules contained herein.

RULE: 34.1 -- SCOPE ( C )

EFF: 15SEPT1995

SECTION I

SCOPE:

The rules, regulations, conditions, commodity rates and/or charges set forth in this tariff apply to or from the following terminal(s)

NAME

ADDRESS

PORT OF HOMER

4350 HOMER SPIT ROAD  
 HOMER, ALASKA 99603

--

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RULE: 34.2 -- ABBREVIATIONS, SYMBOLS, DEFINITIONS ( C )

EFF: 01JAN2002

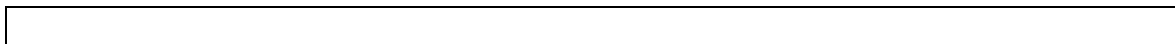
SUBSECTION 100

Abbreviations:

B.M.	- Board Measure	L.C.L.	- Less than Carload/ Container Load
Bbl.	- Barrel	Ldg.	- Loading
Bdl.	- Bundle	Lgth.	- Length
B.D.U.	- Bone Dry Unit	M.B.M.	- 1,000 ft Board Measure
Cs.	- Case; ctn-carton crt-crate	Meas.	- Measurement
C.L.	- Carload	Min.	- Minimum
C.T.	- Cubic Ton of 40/ Cu.ft.	MISC.	- Miscellaneous
Cu. Ft.	- Cubic Foot or Feet	N.O.S.	- Not Otherwise Specified
Dkg.	- Dockage	Par.	- Paragraph
Ea.	- Each	Pkg.	- Package
F	- Fahrenheit	S.T.	- Weight by Short Ton of 2,000 lb.
F.F.	- Folded Flat	S.U.	- Set-Up
F.M.C.	- Federal Maritime	Sq. Ft.	- Square Foot/Feet
Gals.	- Gallons	Stg.	- Storage
Hdlg.	- Handling	Term'l	- Terminal
Inc.	- Including, Inclusive or Incorporated	U.S.	- United States of America
K.D.	- Knocked Down	W/M	- Weight Ton of 2,000 Pounds or Cubic Ton of 40 cu.ft.
K.D.F.	- Knocked Down Flat	W.R.	- Warehouse Receipt
		Yd.	- Yard

Symbols:

- |   |   |
|---|---|
| (A) Denotes Increase  | (E) Denotes Expiration                      |
| (C) Denotes Change in Wording<br>which results in neither<br>increase nor decrease in<br>rates of charges | (R) Denotes Reduction                       |
| (I) Denotes New or Initial<br>Matter  | (N) Denotes Reissued Matter                 |
|   | (G) Denotes General Increase<br>or Decrease |



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**RULE 34.2 - ABBREVIATIONS, SYMBOLS, DEFINITIONS**  
(continued)

**DEFINITIONS:**

- (a) **DEFINITIONS OF FEDERAL MARITIME COMMISSION MAY CONTROL:**  
Unless provided in this Tariff, applicable definitions set forth in 46 C.F.R. shall control.
- (b) **BEAM:**  
For the purpose of this Tariff, “beam” means greatest width of the vessel, including booms, spars, gins, or any fixed extensions.
- (c) **CITY DOCKS:**  
The city docks of the City of Homer include all docks, floats, stalls, wharves, ramps, piers, bulkheads, and sea walls owned or operated by the City of Homer including the Deep Water Dock, the Wood and Steel tidal grids, the Main (Ferry) Dock, Fish Dock, and beaches within the boundaries of the City of Homer.
- (d) **DERELICT:**  
For the purpose of this Tariff, “derelict” means any vessel moored or otherwise located within the boundaries of the Homer Harbor which is forsaken, abandoned, deserted or cast away, which by appearance gives evidence of being forsaken, abandoned, deserted or cast away, or which in the opinion of any recognized marine surveyor is unsound, unseaworthy and unfit for its trade or occupation and which by any substantial evidence of neglect may be considered abandoned.
- (e) **FLOAT; FLOAT SYSTEM:**  
Those portions of the city docks located within the Homer Port that rise and fall with the tide including the pilings, ramps, ladders, and utility connections.
- (f) **HOLIDAYS:**  
Whenever in this Tariff reference is made to holidays the following are included:
- |                        |                       |
|------------------------|-----------------------|
| New Year’s Day         | Washington’s Birthday |
| Seward’s Day           | Memorial Day          |
| Independence Day       | Labor Day             |
| Alaska Day             | Veteran’s Day         |
| Thanksgiving Day       | Christmas Day         |
| Day after Thanksgiving |                       |

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RULE: 34.2 - ABBREVIATIONS, SYMBOLS, DEFINITIONS  
(continued)

(g) HOMER HARBOR:

For the purpose of this Tariff, "Homer Harbor" shall mean all salt water or tide water laying within the boundaries of the City, including that area known as the Small Boat Harbor.

(h) LENGTH:

For the purpose of this Tariff, "length" means the overall length (OAL) as measured from the furthestmost forward position including booms, spars, gins or any fixed extensions, to the further most after portion of the vessel including the booms, spars, gins or any fixed extensions.

(i) OPERATOR:

For the purpose of this Tariff, "operator" means any lessee of a vessel, and master or captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship with the owner.

(j) OWNER:

For the purpose of this Tariff, "owner" means the individual, partnership or corporation holding legal title to the vessel.

(k) POINT OF REST STAGING AREA:

"Point of Rest Staging Area" is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

(l) REGISTRATION:

"Registration" means completing a moorage or use agreement with all necessary information concerning the vessel and vessel owner, indicating type an duration of service required, and full payment of all applicable fees and charges.

(m) RESERVED MOORING:

"Reserved Mooring" means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.

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RULE: 34.2 - ABBREVIATIONS, SYMBOLS, DEFINITIONS  
(continued)

(n) STALL:

A berthing location within the float system of the Homer Port and Harbor. A stall does not include the float or finger of the float; only the space between or adjacent to it.

(o) SMALL BOAT HARBOR:

“Small Boat Harbor” means that area of water protected by breakwaters constructed by the federal government and by the line of the mean higher high water of the shoreline of the area protected by breakwaters, including docks, floats, berths, tidal grids and other mooring facilities as operated by the City.

(p) TERMINAL FACILITIES:

Terminal Facilities include the two (2) City docks which are the Deep Water Dock and the Pioneer (Ferry) Dock the Fish Dock within the Small Boat Harbor and associated equipment, offices, warehouses. Storage space, roads, paved areas, water banks, beaches and shorelines under the management and control of the City of Homer.

(q) TRANSIENT:

“Transient” means any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.

(r) “VESSEL” DEFINED:

Whenever reference is made to a “vessel” in the Tariff, the term shall mean any boat, motor boat, ship, aircraft when waterborne, boathouse, floats, scows, rafts, pile drivers, or any floating structure or object used for recreational, or any other purpose upon the waterways, or moored at any place in any waterway within the boundaries of the City.

(s) WATERWAY:

“Waterway” means any water, waterway, lake, river, tributary or lagoon within the boundaries of the City.



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RULE: 34.2 - NOTICE TO THE PUBLIC (C)

EFF: 21DEC1999

SECTION 1

This Tariff is published and filed under the Federal Maritime Commission Automated Tariff Filing Information System as required by law and is; therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic for which contract rates have not been arranged.

In addition to the Port and Harbor Tariff, the public, shippers, consignees and carriers using City of Homer facilities should consult and be aware that the City of Homer Code of Ordinances, including but not limited to Chapter 5 (Fire Prevention), Chapter 5.14 and 21 (Utilities including Garbage, Refuse, Water and Sewage) and Chapter 10 (Ports and Harbors), all as amended, apply and govern where not specifically provided otherwise in this Tariff.

RULE: 34.4 - APPLICATION OF TARIFF (C)

EFF: 01JAN2002

SUBSECTION 105

(a) GENERAL APPLICATION OF TARIFF:

Rates, charges, rules and regulations provided in this Tariff will apply to persons and vessels using certain terminal facilities under jurisdictional control of the City of Homer and located within the harbor bounded by the City of Homer with the Small Boat Harbor entrance located at latitude 59 36' 15" N and longitude 151 24' 48" W and specifically to docks, appurtenant structures thereto, and waterways under the management of the City of Homer. Special terms and conditions exist for the dock operations by the State of Alaska, Alaska Marine Highway System, for operations of the State Ferry System on the Pioneer Dock and for the dock operations by a contractor engaged in chip storage and loading operations on or in the vicinity of Deep Water Dock.



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**RULE: 34.4 - APPLICATION OF TARIFF**  
(continued)

**(b) TARIFF EFFECTIVE:**

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

**(c) ACCEPTANCE OF TARIFF:**

Use of the city docks and terminal facilities of the City shall be deemed acceptance of this Tariff and the terms and conditions named herein.

**(d) RESERVATION OF AGREEMENT RIGHTS:**

Right is reserved by the City of Homer to enter into agreement with carriers, shippers, consignees, and/or their agents concerning rates and services, providing, such agreements are consistent with existing local, state and federal law governing the civil and business relations of all parties concerned.

**(e) COMPLIANCE WITH CONDITIONS OF BERTHING:**

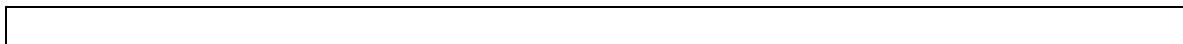
Use of city docks and terminal facilities and the acceptance of services shall comply with any additional Conditions of Berthing set forth in subsection 310 contained herein.

**RULE: 34.5 - APPLICATION OF RATES (C)**

EFF: 27DEC2000

**SUBSECTION 110**

Except as otherwise provided herein, rates apply per short ton which is 2,000 lbs., or per 40 cu.ft. as rated by ocean carriers, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 F. net, or 376 lbs. per barrel of bulk cement, or per bone dry wood chips as rated by ocean carrier.



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**RULE: 34.5 - APPLICATION OF RATES**  
 (continued)

Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."

All rates in this Tariff except daily and seasonal load and launch ramp fees will have combined Borough and City sales tax applied. The resulting figure will be rounded to the nearest quarter dollar for billing purposes. The load and launch ramp daily and seasonal fees are both inclusive Borough and City sales taxes for ease of collection at the Iron Ranger and toll booth at the load and launch ramp.

These revisions are effective upon filing with the Federal Maritime Commission as an amendment to the Homer Port and Harbor Tariff.

**RULE: 34.6 - INSURANCE (C)**

EFF: 15SEP1995

**SUBSECTION 115**

Rates named in the Tariff do not include insurance of any kind. The City of Homer shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of use of the city docks or terminal facilities. If the City does acquire any such insurance, the charges for that insurance shall be in addition to the dockage and wharfage fees described in this Tariff.

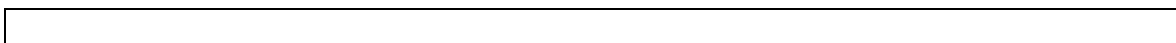
**RULE: 34.7 - RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGES (C)**

EFF: 01JAN2002

**SUBSECTION 120**

**(a) RESPONSIBILITY FOR CHARGES:**

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





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RULE: 34.7 - RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF  
 (continued) CHARGES

(b) PREPAYMENT, TIME OF PREPAYMENT, ACCEPTABLE SECURITY:

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

(c) CHARGES ON DELINQUENT ACCOUNTS:

All invoices, except for damages to City of Homer property will be declared delinquent 45 days after billing date (statement date) and will be charged interest at the rate of 10.5% per annum (.875% per month). All accounts delinquent 90 days after billing date will be assessed a \$250 administrative fee.

RULE: 34.8 - LIABILITY FOR LOSS OR DAMAGE AND INDEMNITY (I)

EFF: 15SEP1995

SUBSECTION 125

(a) RESPONSIBILITY LIMITED

No person other than employees of the holders of authorized Terminal Use Permits of Fish Dock Use Permits shall be permitted to perform any services on the wharves or docks, on in any other terminal facility of the City of Homer, except on written authorization of the Harbormaster. The City of Homer, its employees and agents, shall not be liable for the injury of persons on city docks, or terminal facilities, nor shall they be liable for any loss, damage or theft occasioned by e such persons' presence of the city docks, or terminal facilities, except that the City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

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**RULE: 34.8 - LIABILITY FOR LOSS OR DAMAGE AND INDEMNITY**  
 (continued)

The City of Homer, its employees and agents, are not responsible for loss or damage caused by fire, frost, heat, dampness leakage, weather damage, evaporation, natural shrinkage, waste, or decay, animals, rats, mice, or other rodents, moths, weevil or other insects, leakage or discharge from fire protection systems, collapse of buildings or structures, breakdown of plant protection systems, breakage of plant or machinery or equipment, or by floats or logs, piling or camel logs required in breasting vessels away from wharf; nor will they be answerable for any loss, or damage, or delay arising from insurrection, shortage of labor, combinations, riots or strikes of any persons in their employ or in the service of others, or from any consequences arising therefrom, except the City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

**(b) INDEMNITY:**

User, vessel, vessel owner and its agents, shippers or consignees shall indemnify and hold harmless the City of against any and all claims arising from any breach or default in performance of any obligation to such parties to be performed under the terms of this Tariff or arising from any act or omission of said parties for all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims, action or proceeding brought against the City of Homer except for those caused by the City's own negligence.

**(c) OWNER'S RISK:**

All of the following shall be at the owner's risk except for those damages caused by the City's own negligence:

- (1) glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing;
- (2) freight on open ground is at owner's risk for loss or damage;
- (3) freight subject to freezing will be accepted only at owner's risk; and

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RULE: 34.8 - LIABILITY FOR LOSS OR DAMAGE AND INDEMNITY  
 (continued)

(4) all water craft, moored in the Harbor or berthed at Port Facilities, are at owner's risk for loss or damage. This includes vessels, if and when permitted by the Harbormaster or his authorized agent moored alongside of vessels.

(d) LIMITS OF LIABILITY:

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

RULE: 34.9 - RIGHTS OF THE CITY OF HOMER (C)

EFF: 21DEC1999

SUBSECTION 130

SUBJECT TO SUBRULE 34.8 (d)

Without in any way limiting the general authority of the City of Homer, the City shall have the following powers:

(a) ACCESS TO HARBOR OR PORT FACILITIES:

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

- (1) previous arrangements for berthing, space, receiving or unloading have not been made with the Harbormaster; or
- (2) the vessel is unsafe or hazardous and may pose risk to life or property; or
- (3) the value of the vessel, in the opinion of the Harbormaster is less than the probable service charges and other charges to its use of the city dock or terminal, or harbor facility; or

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RULE: 34.9 - RIGHTS OF THE CITY OF HOMER  
 (continued)

- (4) during periods of congestion, or in cases of emergency, when, in the judgment of the Harbormaster, the circumstances the prevailing or likely to occur will prevent the city docks or terminal, or harbor facilities, or any portion of them from providing customary services to the public.

For vessels that may be hazardous or become a menace to other vessels, their occupants, or city facilities, the Harbormaster or City Manager may require an operator or owner of a vessel to furnish evidence that there is currently in effect liability insurance in an amount satisfactory to the City by filing a certificate of insurance or other satisfactory evidence signed by an agent or officer of the insurance company and stating the effectiveness and expiration date thereof. (HCC 10.04.110(b))

(b) RIGHT TO REFUSE CARGO:

In his discretion the Harbormaster shall at all times have the right to refuse to accept, receive or unload, or to permit a vessel to discharge:

- (1) Cargo for which previous arrangements for space, receiving, unloading or handling have not been made with the Harbormaster by shipper, consignee or vessel.
- (2) Cargo not suitably packed for safe transportation.
- (3) Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, that is offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including 49 C.F.R. Parts 171-179).
- (4) Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, which may be less in value than the probable service charges and other charges related to it.

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RULE: 34.9 - RIGHTS OF THE CITY OF HOMER  
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- (5) Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, which may have circumstances then prevailing or likely to occur that will prevent the city docks, or terminal or harbor facilities, or any portion of them, from providing customary service to the public during a period of congestion or in cases of emergency.

(c) RIGHT TO SCHEDULE VESSELS AND CARGO:

In his discretion, the Harbormaster shall at all times have the right to schedule access to any harbor or port facility by any person or vessel, or to remove any person, vessel, or cargo at any time from any city dock or terminal facility in order to provide for efficient operation of the city docks or terminal facilities and promote the objectives of the City of Homer as set forth in the Homer Code or as adopted by the City Council of City of Homer.

(d) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE CARGO:

- (1) Hazardous or offensive cargo. In his discretion, the Harbormaster shall at all times have the right to immediately remove all hazardous or offensive cargo, or cargo, which by its nature, is liable to damage other cargo or city dock, terminal or harbor facilities. The cargo may be removed from its present location or any other location with all expenses and risk of loss or damage to be charged to the account of the owner, shipper, or consignee.

- (2) Cargo beyond free time. Any cargo remaining on city dock, terminal, or harbor facilities after expiration of any free time, may be removed to public warehouses, and all expenses of removal and risk of loss or damage shall be charged to the account of the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

(e) RIGHT TO WITHHOLD DELIVERY OF FREIGHT:

Right is reserved by the City of Homer to withhold delivery of freight until all accrued charges and/or advances against said freight have been paid in full. At the Harbormaster's discretion, any or all of such freight may be placed in public or private storage and all costs of removal and subsequent handling and storage shall be charged to the account of the owner of the freight.



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RULE: 34.9 - RIGHTS OF THE CITY OF HOMER

(continued)

(f) RIGHT TO SELL FOR UNPAID CHARGES:

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

(g) EXPLOSIVES:

The City of Homer shall allow the acceptance, handling or storage of explosives within the confines of the Port and Homer Small Boat Harbor.

- (1) Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will be charged wharfage at a rate of forty cents per hundred pounds, or fraction thereof, at locations designated for loading, unloading, or staging by U.S. Coast Guard permit.
- (2) Hazardous materials must be handled according to all federal, state, and local laws and regulations.

(h) RIGHT TO REMOVE, TRANSFER, OR REARRANGE VESSELS:

- (1) Hazardous vessels or vessels with hazardous cargo. In his discretion, the Harbormaster shall at all times have the right to immediately remove any hazardous or offensive vessel, or any vessel containing hazardous cargo, or any vessel or one containing cargo, which by its nature, is liable to damage other vessels, or other cargo, or harbor or port facilities.

The vessel may be removed from its present location to any other location and all expenses and risk of loss or damage shall be charged to the account of the owner, shipper, vessel or consignee.

- (2) Vessel beyond free time. Any vessel remaining at city dock, terminal or harbor facilities after expiration of any applicable free time, may be removed to any other public or private facility, and all expenses of removal and risk of loss or damage shall be charged to the account of the owner, shipper, consignee, or vessel.

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RULE: 34.9 - RIGHT OF THE CITY OF HOMER  
 (continued)

- (3) Movements of vessels to reduce congestion, or maximize services. In his discretion, the Harbormaster shall at all times have the right to move or rearrange any vessel from its present location to any other location in order to reduce congestion within or on the terminal, the docks or the harbor to prevent disruption of customary services to the public.

(i) RIGHT TO REMOVE MATERIALS OR EQUIPMENT FROM CITY DOCK  
 TERMINAL OR HARBOR FACILITIES

Any materials, equipment, trash, or other items left on or about any city dock, terminal or harbor facilities may be removed by the Harbormaster at any time with all expenses of removal and risk of loss or damage charged to the account of the vessel that last occupied the facility, or the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests, or other sources.

(j) RIGHT TO IMPOUND AND DISPOSE OF VESSEL:

- (1) Impoundment of vessels for violations. The Harbormaster is authorized to impound any vessel in or on the Homer Harbor, terminal, or dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this tariff; or any vessel whose owner or operator has not paid the stall license fee or any other fee or charge due the City for the vessel by the due date of such fee or charge and such fee or charge is thirty days past due; or any vessel which is unsafe and whose owner or operator has failed to remove it after notice. The Harbormaster may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel.
- (2) The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charge and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal.
- (3) The procedure for impoundment, including notice and pre-impoundment hearing are set forth in 10.04.120 of the Homer City Code.

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RULE: 34.9 - RIGHT OF THE CITY OF HOMER  
(continued)

(k) RIGHT TO REMOVE AND DISPOSE OF NUISANCES.

The City retains the right to abate and remove nuisances including vessels which are derelicts and unfit and unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance. The provisions of Homer City Code 10.04.130, govern the declaration and abatement of nuisances including vessels, refuse and debris.

RULE: 34.10 - SHIPPERS REQUESTS AND COMPLAINTS (I)

EFF: 15SEP1995

SUBSECTION 135

Requests and complaints may be made by any shipper, vessel, or vessel agent by filing a written statement with: Harbormaster, 4350 Homer Spit Road, Homer, Alaska, 99603, or by facsimile, number (907) 235-3152.

RULE: 34.11 - DELAYS NO WAIVER OF CHARGES (C)

EFF: 15DEC1999

SUBSECTION 140

Delays which may be occasioned in loading, unloading, receiving or delivering freight, or the berthing of vessels as a result of harbor, terminal or dock congestion, equipment failure or breakdown, or combinations, riots or strikes of any persons in the employ of the City of Homer or others, or arising from any other cause not reasonably within the control of the City of Homer, will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharf demurrage, berthing or other terminal, dock or harbor charges or expenses which may be incurred under conditions stated herein.



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RULE: 34.12 - MANIFESTS REQUIRED OF VESSELS (C)

EFF: 15DEC1999

SUBSECTION 145

Masters, owners, agents or operators of vessels are required to furnish the City of Homer with complete copies of vessel's manifests showing the name of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks terminal or harbor facilities of the City of Homer. Such manifests must be certified as correct by an authorized official of the company and must also designate the base weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

RULE: 34.13 - MOORAGE IN HARBOR (C)

EFF: 01JAN2006

SUBSECTION 150

(a) ASSIGNMENT OF MOORAGE:

The Homer Port and Harbor is often congested and it is the policy of the City of Homer to provide for the maximum public use of available facilities. The Harbormaster shall have discretion to implement that policy.

Mooring assignments to particular stalls on the City of Homer float system are made by the Harbormaster and subject to charges named in Subrule 34.18 Subsection 200. Mooring assignments are made to a particular combination vessel and owner/operator are not assignable by the owner/operator, and automatically expire upon the sale or transfer of the vessel to another owner/operator unless stall assignee places a newly acquired or replacement vessel of permitted size in the stall as per approved request made to Harbormaster and upon payment of the \$25.00 fee to cover administrative costs of changing the boat in the reserved stall. A mooring assignment is not a lease or an exclusive right to occupy any particular stall. In order to maximize the public's use of existing facilities it is common for the Harbormaster to temporarily assign vessels to stalls normally used by another vessel when that vessel is out of the harbor.

Individuals who have a reserved stall may request a change in reserved stall assignment by completing the Swap List Request Form upon payment of the required \$25.00 Swap List Fee.

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RULE: 34.13 - MOORAGE IN HARBOR (C)  
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This fee is neither refundable nor creditable to the reserved stall holder or the reserved stall account. The Harbormaster shall place the reserved stall change request on the swap list on the swap list on a first-come, first-served basis.

As a condition precedent to securing moorage space, each applicant shall, in writing, agree to the terms and conditions of the moorage agreement provided by the Port and Harbor of the City of Homer. Providing false or misleading information on the moorage agreement is grounds for immediate termination of the moorage agreement.

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RULE: 34.13 - MOORAGE IN HARBOR (C)  
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No long term (more than 3 consecutive months) live-aboard situation is permitted in the harbor without Harbormaster's approval in writing after an evaluation of the sanitary, service and congestion problems that may be a result of such arrangement.

A stall, on becoming available, shall promptly be made available to the next applicant from the top of the appropriate waiting list, as provided herein. The applicant may be assigned to an available stall upon completion and execution of the moorage agreement, payment of the appropriate moorage fee, and providing proof satisfactory to the Harbormaster of vessel ownership or agreement to operate or intent to obtain a vessel within one year. In the latter case, the moorage agreement will not be renewed without showing satisfactory proof of vessel ownership. If an applicant does not want to sign a moorage agreement within the time prescribed by the Harbormaster, after being offered a stall, he will be placed at the bottom of the waiting list.

The reserved stall is personal to the individual named as owner or operator on the moorage agreement. The stall is reserved only with respect to the vessel indicated on the moorage agreement. If the vessel is not in the reserved stall, the Harbormaster may, at his discretion assign a transient vessel to the reserve stall. Neither the owner nor operator is entitled to payment for or reimbursement from the use of the reserved stall by the transient vessel.

No person may sell, lease, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls. In the event of a sale, lease, transfer or assignment of a moorage agreement prohibited by this section, the Harbormaster shall revoke the moorage agreement after 10 days' written notice to the holder of the moorage agreement.

No Bed & Breakfast, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the harbor due to the potential of increased congestion and/or liabilities to the City and impact on services capability in the harbor.

A stall user who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to pay moorage fees with respect to the stall and retain reserved use for a period of not more than one year from the date of sale, transfer or loss of possession of the vessel so long as he has replaced the vessel with another vessel

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**RULE: 34.13 - MOORAGE IN HARBOR**  
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of appropriate size for the stall assigned within such one-year period and paid the \$25.00 administrative fee for changing the boat assigned to this reserved stall. Otherwise, the moorage agreement expires. Failure of the owner or operator to give notice in writing to the Harbormaster of the sale, assignment, transfer or loss of use, control and/or possession of a vessel occupying a reserved moorage space within fifteen days of the loss or transfer is grounds for immediate termination of the moorage agreement.

Any person acquiring a vessel or any interest therein, or acquiring any interest in a corporation, partnership, or other entity owning a vessel or any interest therein, shall not thereby acquire any other right under a moorage agreement, or any right to use an assigned stall.

Upon the death of any reserved stall user, reserved mooring privileges shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

**(b) WAITING LIST FOR RESERVED STALL ASSIGNMENT:**

Due to the scarcity of stalls on the City of Homer float system, vessels will be assigned a permanent reserved stall based on seniority position on waiting lists maintained by the Harbormaster's office. Separate waiting lists shall be maintained for the following size floats stalls:

- 18 feet
- 20 feet
- 24 feet
- 32 feet
- 40 feet
- 50 feet
- 75 feet

The Harbormaster shall place applicants on the waiting list on a first-come, first-serve basis only upon receipt of all requested information and payment of the annual waiting list fee. The annual waiting list fee will be accepted only from the individual whose name appears on the waiting list.

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**RULE: 34.13 - MOORAGE IN HARBOR**  
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The fee is neither refundable nor creditable to berth lessee. An applicant or existing reserved shall licensee may be placed on one or more of these lists. An applicant need not own or operate a vessel to be placed on the waiting list.

Upon the death of an applicant, the applicant's rank on the waiting list shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

An applicant shall notify the Harbormaster in writing of any change of address or telephone number(s) immediately. Any individual, partnership, corporation or governmental agency may apply for use of a reserved stall. All applicants, except government agencies, shall designate a single individual whose name shall appear on the waiting list and who shall be responsible for payment of all fees. Any change in the individual designated may result in the applicant's loss of priority on the waiting list.

There is a fee of \$30.00 per year per listing upon the waiting list(s) for a permanent reserved stall assignment. An individual may sign up at any time during the year and pay a prorated fee to the May 1 Stall Wait List due date. Non payment of the fee by the May 1 due date means automatic cancellation from the wait list.

**(c) RESERVED STALL ASSIGNMENTS:**

- (1) The Harbormaster may assign a specific stall on the City of Homer float system within the Homer Small Boat Harbor, to a particular vessel on an annual basis.
- (2) Upon return of the permanently assigned vessel to the Small Boat Harbor, (provided property notifications are given, and based on harbor congestion and the difficulties involved in moving vessels) the Harbormaster will attempt to rearrange vessels so a vessel with a permanent reserved stall assignment may moor at that assigned stall.
- (3) A vessel assigned a permanent reserved stall assignment should notify the Harbormaster when departing for more than 5 days. If away from Homer for more than five days, a reserved stall vessel should notify the Harbormaster of its intended arrival date and time back into the Small Boat Harbor at least 24 hours prior to reentry into the Harbor.

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**RULE: 34.13 - MOORAGE IN HARBOR**

(continued)

**(d) PERMANENT RESERVED STALL AND TRANSIENT MOORAGE ASSIGNMENTS:**

There are two types of moorage assignments at the Homer Port and Harbor Small Boat Harbor. The first is a permanently assigned reserved stall and the second is a transient moorage. Stalls that are permanently assigned to a boat/owner may be used for transient moorage when the permanently assigned vessel is away from the stall.

**(e) NOTICE UPON ARRIVAL:**

All vessels should notify the Harbormaster's office prior to arrival. Those vessels who have received permanently assigned stalls should notify the Harbormaster's office 24 hours prior to expected arrival to allow the harbor staff to free the stall. If, despite reasonable efforts, the Harbormaster is unable to clear a permanently assigned stall due to congestion, high winds, or safety considerations, a vessel with a permanently assigned stall may be required to temporarily use a transient moorage space as directed by the Harbormaster.

Vessels entering the Homer Port and Harbor which have not, for any reason, received a mooring assignment by radio contact or otherwise, shall be restricted to the following areas:

Transient moorage space throughout the Small Boat Harbor, which is designated by a yellow colored bullrail (approximately 4,000 lineal feet).

There are no transient stalls in the Small Boat Harbor. If there is no available transient space available at the bullrail, a vessel is permitted to "raft" to a vessel(s) already secured to the bullrail.

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RULE: 34.13 - MOORAGE IN HARBOR  
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(f) VESSEL REGISTRATION:

As a condition precedent to securing mooring space, each applicant shall, agree in writing to the terms and conditions of the moorage agreement provided by the Harbormaster and provide the information requested in the moorage agreement, Registration by completing the moorage agreement and paying the required fees must be accomplished immediately but not later than two hours after the vessel enters and moors in the Small Boat Harbor or before using and Port and Harbor Facilities. Providing false or misleading information on the moorage agreement is grounds for immediate termination of services.

RULE: 34.14 - BERTHING AT THE PORT (C)

EFF: 01JAN2002

SUBSECTION 155

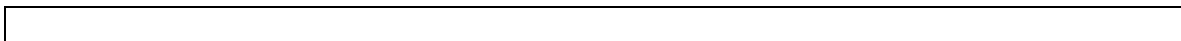
(a) ASSIGNMENT OF BERTHS:

The Homer Port Docks require advance scheduling in order to provided maximum public use of available facilities. All vessels, or their owners or agents, desiring a berth at the docks shall, within a minimum time of twenty-four (24) hours make advance application for berthing, specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. Application for berthing is to be made in writing to the Port.

Vessels may occupy a berth, subject to charges named in Subrule 34.19 Subsection 205, providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth upon demand may be moved by tug or otherwise, and any expense, including damages to other vessels or to the facility during such removal, shall be charged to the vessel so moved. Vessels at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be added to the account of the vessel's owners, agents or operators.

(Subject to Subrule 34.8 (d) herein)

Unauthorized anchoring in open areas in or adjacent to the Homer Port and Harbor is prohibited.



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**RULE: 34.14 - BERTHING AT THE PORT**

(continued)

**(b) PREFERENCE TO RESERVED DOCK USE:**

At the Deep Water Dock priority is given to dock use reserved in advance with the Harbormaster. Reservation of dock use must specify arrival and departure dates and the nature and quantity of the freight to be loaded or discharged. Preferential berthing rights are accorded by contract to berth vessels for wood chip loading up to fifteen (15) times in each calendar year. Preferential berthing rights by contract for vessels at the dock are immediate upon arrival of each vessel during a period of twelve (12) hours before and twelve (12) hours after the established arrival times recited by a written schedule filed by the contracted company with the Harbormaster at least thirty (30) days in advance. Other vessels utilizing the dock will be removed upon the arrival of contracted vessel arriving within the scheduled arrival period at no cost to contractor, with the exception that no vessel shall be moved from the dock if doing so would, in the opinion of the Harbormaster, create an emergency condition for that vessel.

On the main face of the Pioneer Dock, preferential privileges to berth Alaska Marine Highway System ferry vessels in accordance with the published schedule is accorded. Any variance in the schedule will be provided to the Harbormaster a minimum of six (6) hours prior to arrival. Other vessels using the dock will be cleared upon arrival of the ferry. The north face of the Pioneer Dock has preferential mooring privileges accorded to the U.S. Coast Guard vessel assigned.

**RULE: 34.15 - SAFETY, SANITATION AND HOUSEKEEPING (C)**

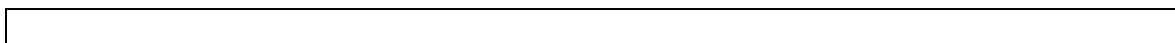
EFF: 01JAN2009

**SUBSECTION 160**

**(a) GENERAL PROVISIONS**

All users of City docks, terminal and harbor facilities shall exercise due care for the protection of life and property and the public from injury or damage.

Additional safety and sanitation rules applicable to docks and terminals should be consulted. Ordinances of the City of Homer of particular relevance include Chapter 5.06, (Nuclear Free Zone Which Includes Harbor Facilities), Chapter 5.08 (Garbage and Solid Waste Disposal), Chapter 5.16 (Public Nuisances), Chapter 5.20 (Fire Prevention and Explosives), and Title 10 (Port and Harbor).





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**RULE: 34.15 - SAFETY, SANITATION AND HOUSEKEEPING**  
(continued)

All safety and sanitation laws, regulations and policies of the City of Homer, the Kenai Peninsula Borough, the State of Alaska, and the United States, including those adopted by international treaty, apply to city docks, terminal or harbor facilities. All users, including shippers, vessels, and consignees are hereby warned that the party or parties responsible for infractions of such laws, regulations or policies will be subject to and responsible for any penalties that may result from their violation of those laws, regulations and policies.

**(b) HAZARDOUS MATERIAL, NOTICE OF HAZARDOUS CARGO AND PERMIT REQUIREMENT:**

Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express consent of the Harbormaster and previous arrangement (at least 12 hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

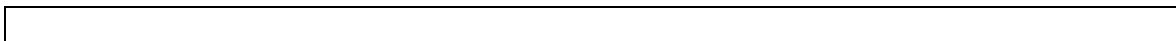
Temporary storage and/or shipment through the Port of Homer of quantities of hazardous waste in excess of 400 pounds of acutely hazardous material) requires a minimum 14 day advance request for a permit, in compliance with the "Interim Policy for the Port and City of Homer concerning notification by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

No person shall throw or otherwise cause to be deposited any gasoline, oil, hazardous waste, petroleum contaminated refuse or pumping of bilge containing petroleum products onto any part of into the water of the port or harbor.

Pumping or storing fuel on floats is prohibited.

**(c) RESPONSIBILITY FOR HOUSEKEEPING:**

Users of docks and other terminal and harbor facilities will be required to maintain same in an orderly manner as directed by the Harbormaster. It is unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks, and/or debris of any kind or type whatever into the water under the jurisdiction of the City of Homer Port and Harbor.



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**RULE: 34.15 - SAFETY, SANITATION AND HOUSEKEEPING**  
 (continued)

Deposit of fish carcasses, including heads, bones or viscera from sport fishing activities is authorized only at designated locations.

If user does not properly clean property used, the Harbormaster shall order the work performed and user will be billed for services in accordance with the rates set forth in Subrule 34.25 Subsection 245 of this tariff.

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

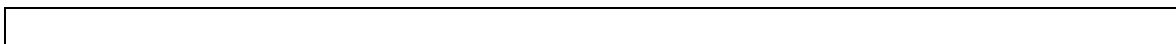
No person shall use or disturb any port or harbor equipment or facilities; except fire extinguishers in a fire emergency and harbor carts. City provided carts are for use on the floats and may not be removed from the harbor or used on ramps at any time. Carts should be returned to area adjacent to ramps after each use.

**(d) SMOKING PROHIBITED:**

No smoking shall be allowed on any wharf, pier or in any port or harbor facility, during fuel operations or at any time on any fuel station. Persons violating this rule may be barred, at the discretion of the Harbormaster, from the further use of any wharf or facility and, in addition, shall be subject to prosecution under applicable federal, state and municipal laws.

**(e) WASTE OIL AND PETROLEUM PRODUCTS:**

All waste oil and petroleum products must be properly disposed of by the vessel/owner. The City of Homer offers a limited ability to take small quantities of such products as a convenience to the boating public. Quantities, less than 5 gallons, of waste oil and petroleum products will be accepted by the City in the approved and designated facilities on shore. There shall be no storage, even of a temporary nature, of waste oil or petroleum products on city docks, wharves, piers, or finger floats. Any vessel/owner/agent storing or disposing of waste oil in an inappropriate or illegal manner may be barred from further use of the Homer Port and Harbor and/or penalized according to the provisions of federal, state and local law.



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**RULE: 34.15 - SAFETY, SANITATION AND HOUSEKEEPING**  
 (continued)

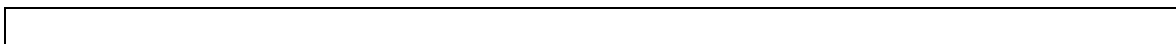
Larger quantities of waste oil may be accepted by the Harbormaster upon prior arrangement by written approval on a case by case basis. These larger quantities of waste oil, if accepted shall be charged \$3.25 per gallon handling and disposal fee.

**(f) TUG REQUIREMENT AND SPEED LIMITATIONS**

- (1) Vessels berthing or departing docks subject to the Tariff must use sufficient tugs so vessel can be berthed or removed in a safe manner. Berthing speed shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.
- (2) The Deep Water Dock (DWD) fendering system was designed for a 37,500 displacement ton vessel with maximum berthing speed of 20 feet per minute then later up grader with modified corner fenders, and three breasting dolphins, to accommodate up to 65,000 ton displacement vessels. Vessels larger than 37,500 displacement tons shall have a maximum berthing speed of 16 feet per minute.
- (3) The new Pioneer Dock was designed to accommodate vessels of up to 80,000 displacement tons. Vessels larger than 37,500 displacement tons shall be docked with a maximum berthing speed of 16 feet per minute.
- (4) All craft shall restrict their speed to two miles per hour, no wake, while inside the Small Boat Harbor entering or leaving and shall operate at a reduced speed within one quarter mile of the docks outside the harbor. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant thereof, regardless of established speed limits.

**(g) TYING TO PILING IS PROHIBITED:**

All vessels using the Deep Water Dock and Pioneer Dock will use bits and bullrails.



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RULE: 34.15 - SAFETY, SANITATION AND HOUSEKEEPING  
(continued)

(h) FIRE EXTINGUISHER REQUIREMENTS:

- (1) Fire extinguishers in operating condition must be readily available on or immediately adjacent to all welding, cutting, or open flame equipment being used on vessels.
- (2) Fire extinguishers in operating condition must be readily available on all machines, cranes, and welders used on the docks or within the Terminal.

(i) NO POSTING OR DEFACEMENT:

No person shall write or post any written or printed matter in any place within or on any Homer Port or Harbor facilities, except upon bulletin boards constructed for the purpose only after having obtained permission from the Harbormaster.

No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Harbormaster.

(j) ANIMALS:

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

(k) STOVES, FIRES, EQUIPMENT, FLAMES, ETC:

No person shall leave a stove or other heating equipment in unattended operation on a vessel moored within the Homer harbor unless such equipment has been certified as safe for such unattended use. No person shall leave any vessel within the Homer Boat Harbor unattended while fire or open flame is burning thereon. No cutting or welding or use of open flame shall be allowed on any boat undergoing repairs, on or at any Homer port or harbor facility except in an area especially designated for such repair. However, at the Harbormaster's discretion, this requirement may be waived provided adequate fire fighting equipment is physically located where the welding project is taking place. No person shall use any fire-fighting equipment located at the Homer harbor for the purpose of pumping fire suppressant water into boats for any purpose other than extinguishing fires. Any use of City fire extinguishers must immediately be reported to the Harbormaster.

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RULE: 34.15 - SAFETY, SANITATION AND HOUSEKEEPING  
(continued)

(m) PLACEMENT OF GEAR:

The placement of fishing nets in the waters of the Homer Small Boat Harbor is prohibited. The physical limits of the "Small Boat Harbor" are set forth in Subrule 34.2 (o) Subsection 100 of this Tariff.

RULE: 34.16 - RESPONSIBILITY FOR PROPERTY DAMAGE (C)  
EFF: 15DEC 1999

SUBSECTION 165

Users damaging city docks, floats, ramps, or other property of the City of Homer will be responsible for cost of repairs. User will be billed for repairs to damaged property at cost, including overhead.

RULE: 34.17 - BULK PETROLEUM PRODUCTS (I)  
EFF: 15SEP1995

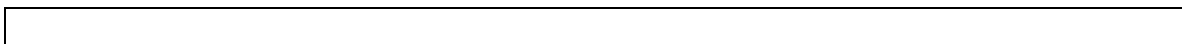
SUBSECTION 170

(a) APPLICATION OF TARIFF:

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

(b) CLEARING AND HEATING PETROLEUM LINES:

Shippers, consignees, or vessels and persons in charge thereof are responsible for providing steam or other heating means to assure the proper flow of asphalt and other petroleum products requiring heat. Shippers, consignees, or vessels and persons in charge thereof will be responsible for clearing all petroleum products from lines located on or adjacent to any Terminal facility after a vessel completes loading or discharge unless otherwise authorized by the Harbormaster. In the event the City of Homer performs any of the above named services, rates shall be charged in accordance with Subrule 34.21 Subsection 215 of this Tariff and billed to shipper, consignee or vessel.



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**RULE: 34.17 - BULK PETROLEUM PRODUCTS**

(continued)

**(c) REGULATIONS GOVERNING PETROLEUM PRODUCTS:**

The transfer of bulk petroleum products shall be made in compliance with City of Homer Code provisions including Chapter 5.20 (Fire Prevention), as well as other federal, state and municipal laws, rules or regulations.

**(d) HOUSEKEEPING:**

Flammable liquids and all hydrocarbons leaked or spilled on wharves shall be cleaned up immediately. Vessels, or consignees shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids.

Spillage from disconnected lines shall be cleaned up immediately by vessel or consignee.

**RULE: 34.18 - HARBOR MOORAGE RATES (A)**

EFF: 01JAN2016

**SUBSECTION 200**

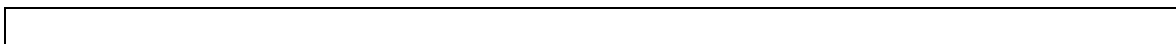
**(a) CALCULATION OF MOORAGE RATES:**

Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor float or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the port and harbor facilities.

A vessel moored at any time between 12:01 A.M. and 10:00 A.M. shall be charged a full day's moorage. The Harbormaster may, in his discretion and with proper and appropriate advance notice, waive a daily rate for a vessel that will occupy mooring space for a minimum time and, provided that the Harbormaster determines the use of the public facilities by others will not be congested or adversely affected.

Mooring charges shall be calculated on the length of the vessel, or in the case of a reserved stall, the length of the float stall assigned, whichever is greater.

Length shall be construed to mean the distance expressed in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc.



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**RULE: 34.18 - HARBOR MOORAGE RATES**

(continued)

For billing purposes, when the actual length of the vessel is not immediately available, length of the vessel as published in "Lloyd's Register of Shipping" may be used. The City of Homer reserves the right to: (1) obtain the length from the vessel's register, or (2) measure the vessel.

All vessels in the harbor are subject to these rates, except properly registered seine skiffs or work skiffs attached to the mother vessel. Work skiff is defined as a boat that is usually carried on the deck or super structure of the mother vessel and is regularly used in the commercial enterprise of the mother vessel.

**(b) ANNUAL MOORAGE FEE:**

The annual moorage fee for reserved moorage and transient moorage privileges shall be forty three dollars and forty nine cents (\$43.49) per lineal foot based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swimsteps etc.) plus a fifty dollar (\$50.00) administration charge; or for a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration charge.

Any reproduction in the moorage fee due to a substituted or amended moorage agreement is not applied retroactively and the owner or operator is not entitled to a refund or a pro-rata adjustment of the moorage fees already due or paid. Any moorage agreement that expires will, after five days, automatically be charged a monthly rate retroactive to the expiration date. Unregistered vessels will also, after 5 days, automatically be charged a monthly rate retroactively to the date the vessel entered the harbor.

- (1) All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Harbormaster. Any other arrangements are at the discretion of the Harbormaster and must be made in advance.

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RULE: 34.18 - HARBOR MOORAGE RATES

(continued)

- (2) A reserved stall assignment granted after October 1 will be charged a fee based on the number of months (including the month which it is granted regardless of the day of the month) left in the fiscal year ending September 30.
- (c) A semiannual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate. Vessels that do not renew will automatically be charged the monthly rate.
- (d) The monthly transient rate will be 17% of the annual rate. Vessels that are properly registered and pay all moorage fees in advance may deduct fifty cents (\$.50) per foot per month.
- (e) The daily transient rates are: 3% of the annual rate.  
Vessels that properly register and pay all moorage fees in advance may deduct five dollars per day from the daily rate.
- (f) **FLOAT PLANE FEES:**  
With proper registration and specific permission from the Harbormaster, float planes may arrange for short-term moorage in the Small Boat Harbor. This is only allowed when ice and weather conditions prevent float planes from landing on Beluga Lake.

A fee in the amount equal to the daily rate for moorage of two (2) 24' vessels shall be assessed on a daily basis for float planes mooring within the confines of the Small Boat Harbor. A monthly rate in the amount equal to the monthly rate for two 24' vessels shall be assessed for float plane moorage for longer periods, and the moorage charge computed for a float plane's stay in the harbor shall be the lowest total charge resulting from the application of either the daily or the monthly rate indicated.



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RULE: 34.19 - DOCKAGE (A)  
EFF: 01JAN2013

SUBSECTION 205

(a) DEFINITION:

Dockage charges are assessed on the overall length of the vessel. Length of the vessel as published in the "Lloyds Register of Ships" will be used; however, the Port reserves the right to:

(1) obtain the length from the vessel's register, or (2) measure the vessel.

(b) DOCKAGE CHARGES:

Dockage charges will be assessed per linear foot per calendar day or portion thereof. A service charge of \$52 will be assessed to each vessel. These charges are applicable to the "outer face" and "trestle berth" of Deep Water Dock and to all berthing locations on Pioneer Dock. The "inside berth" (berth No.2) of Deep Water Dock will have a 4-hour minimum dockage charge of 1/6 the daily rate, and a half day (up to 12 hours) docking charge of 1/2 the daily rate, with no service charge applicable.

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

A service charge of \$481.53 will be assessed for each Cruise Ship.

The crane at the inside of (berth No. 2) of Deep Water Dock shall be subject to same terms for charge and usage as for the cranes on Fish Dock (Rule 34.30).

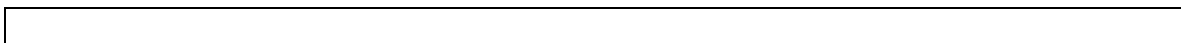
RULE: 34.20 - DEFINITIONS AND CHARGES WHARFAGE (A)  
EFF: 01JAN2013

SECTION II

SUBSECTION 210

(a) DEFINITION:

Wharfage is the charge assessed against any freight placed in transit shed or on a wharf, or passing through, over or under a wharf, or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services.



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**RULE: 34.20 - DEFINITIONS AND CHARGES WHARFAGE**  
(continued)

Log quantities will be reported by manifest to the Port Office for subsequent billing. The basis for measuring 1,000 board feet (M.B.M.) log scale shall be the Scribner Rule or Scribner Dec. C Log Rule. All log scales will be performed by an independent log scaling bureau. Certified copies of log scale tickets and/or log scale books shall be provided to the Port for all logs shipped. The basis for the tariff payment to the City will be computed on a net log scale, with a maximum of a twenty five percent (25%) deduct factor for defects and taper; that is gross scale minus 25% total deduct.

A Bone Dry Unit (BDU) is defined as 1.2 bone dry tons of wood chips. A bone dry ton is that quantity of wood chips which would weigh 2,000 lbs when dry.

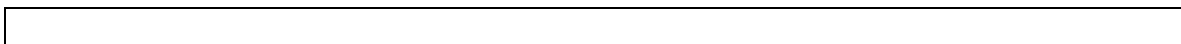
**(b) APPLICATION:**

Wharfage rates named in the Tariff will be charged for all merchandise or cargoes received inbound or shipped outbound over the city docks (except the Fish Dock for which wharfage rates are contained in Rule 34.30 Subsection 275, barge ramp, or barge beaching site within the Homer Port and Harbor and will be in addition to all other charges made under provisions of this Tariff, EXCEPT:

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. Fuel handled over wharf will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred. Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for the inbound product.

**(c) OVERSIDE:**

One-half of wharfage named herein will be charged to merchandise or cargo discharged or loaded overside of vessel directly to or from another vessel or to the water when vessel is berthed at wharf.



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RULE: 34.20 - DEFINITIONS AND CHARGES WHARFAGE

(continued)

(d) OVERSTOWED CARGO:

Overstowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is not removed from the wharf prior to re-loading to the vessel.

(e) SCHEDULE OF RATES:

Minimum wharfage on any shipment will be ten dollars (\$10). Except as otherwise specifically provided, rates are in dollars per short ton of 2000 lbs. or per 40 cu.ft.

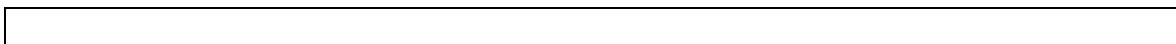
COMMODITY	WHARFAGE RATE
Freight N.O. S.	\$7.96
Freight at Barge Ramp	\$5.14
Poles, logs, cants or cut	\$3.95/thousand board
Finished lumber per MBM	feet
(Note: Industry standard conversion formulas shall be used in converting pounds to board feet measure.)	

In absence of board feet measure on bill of lading, a loadout will be assessed a tariff by converting the weight of logs to board foot measure, for the average diameter of logs (small end diameter) in accordance with the following table for white spruce logs:

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

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

Petroleum Products	\$0.84/barrel
(inbound and outbound)	\$0.02/gallon
Wood Chips (all grades)	\$ as per contract



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RULE: 34.20 - DEFINITIONS AND CHARGES WHARFAGE

(continued)

Seafood/fish product:	Setting a tariff of \$4.76 per ton of seafood/fish Product across the dock, regardless of species.
Livestock: Horses, mules	
Cattle, hogs, sheep, goats	\$10.12 per head
All other livestock:	
Fowl: Any kind, crated:	\$10.12 per crate
Boats: Up to and including twenty feet L.O.A.	\$15.66 each
Over twenty feet L.O.A.:	\$1.60 per lineal foot
(Fishing boats, pleasure craft, skiffs, dinghies and other boats moved over the docks.)	

RULE: 34.21 - DEMURRAGE (A)

EFF: 01JAN2011

SUBSECTION 215

(a) DEFINITION:

The term "demurrage" as used in this tariff shall mean the charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.

(b) FREE TIME:

- (1) Definition: The specified period during which cargo may occupy space assigned to it on terminal property free of demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo off the vessel.
- (2) Computing free time: Free time is calculated inclusive of Saturdays, Sundays or holidays. Free time starts the first 7 A.M. after freight is received or unloaded onto wharf from car, truck, or, in the case of freight received from vessel, the first 7 A.M. after completion of vessel's discharge. On outbound traffic from vessel, delivery of which is made after the allotted time period, the day freight is loaded out or delivered to truck or car is to be included in the computation as storage day.

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RULE: 34.21 - DEMURRAGE (A)  
(continued)

When freight is transshipped between deep sea vessels and involves application of both a long and short time period, the longer period shall be allowed, but not the aggregate of any two free time periods.

- (3) Free time period: Free time of 3 days will be allowed on all inbound traffic.  
Free time of 3 days will be allowed on all outbound traffic.

(c) RATES:

Demurrage will be assessed at a rate of nine cents (\$.09) per square foot per day, based on the "foot print" occupied by cargo in the laydown area or for cargo with overhangs, the footprint plus the area under the overhang that the overhang renders unusable for other storage.

(d) LAY-DOWN AREAS:

All cargo is expected to vacate city docks, and piers as soon upon arrival as possible. Cargo is not to be stored on City piers awaiting pick up by vessels unless prior arrangements are made with the Harbormaster. The Harbormaster shall have the discretion to refuse all cargo activities and/or laydown, either in-bound or out-bound. Cargo that is allowed to wait for "beyond" transportation shall adhere to the following rules.

- (1) The Harbormaster shall designate laydown areas for cargo.
- (2) Cargo may not be placed on city docks or terminal facilities except in designated laydown areas.

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RULE: 34.21 - DEMURRAGE

(continued)

- (3) Cargo and freight not placed in designated laydown area must be immediately removed from a city dock or terminal facility upon order of the Harbormaster.
- (4) A vessel, shipper or consignee who refuses to move cargo on demand will be assessed wharf demurrage at five times its applicable rate, starting at the time the vessel, shipper or consignee is notified to move the cargo.
- (5) In addition, the Harbormaster may, in his discretion move cargo or freight and any expense or damages, including damage to cargo or freight during such movement, shall be charged to the vessel, shipper or consignee except damages caused by the City's own negligence.

RULE: 34.22 - UPLAND STORAGE (A)

EFF: 01JAN2009

SUBSECTION 230

(a) AREA OF LAND AVAILABLE:

The City of Homer may make available a limited area of land for gear storage subject to the following conditions:

- (1) Space is made available on a first-come, first-served basis. All storage assignments must be approved by the Harbormaster.
- (2) This upland storage area is primarily for fishing related gear. No vehicle or boat trailers may be placed on the upland storage area without prior permission of the Harbormaster.

(b) BOAT TRAILER STORAGE:

- (1) Short term storage of boat trailers not to exceed 7 days will be provided on a space available basis. Storage is allowed only in designated areas where posted.

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RULE: 34.22 - UPLAND STORAGE

(continued)

- (2) Long term storage of boat trailers (8 or more days) is not available during the summer season beginning May 1 and ending September 30. Long term storage of boat trailers other than during the summer season must be approved and assigned by the Harbormaster. Long term boat storage is available commercially off the Spit.

(c) METHOD OF CALCULATIONS OF RATES:

Charges shall be based on type of storage required, vehicle, boat trailer, gear or equipment.

(d) STORAGE CHARGES:

No charge for storage should be generated for free time of 2 days or less. Storage time beyond 7 days shall generate one month charge.

(e) RATES:

All general storage is on a month-to-month basis unless otherwise provided. Charges for any particular lot shall begin at the receipt of the first unit of that particular lot in store and shall continue and include the storage month during which the last unit of the particular lot is removed from storage. Charges shall be made on the basis of square footage of units in any particular lot in store during the storage month. All charges for storage are due on the first day of a storage month.

A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months. Less than one month's storage will be charged for the full month. The Harbormaster may negotiate storage contracts for six months or longer.

Fees for general storage are as follows:

Open Areas, fishing gear	\$.12 per square foot
Open Areas, non fishing gear	.17 per square foot
Fenced Storage Yard	.24 per square foot

The fees for trailer parking area/long term storage Oct. 1 to May 1 are as follows:

Up to 30 feet	\$75.00 per month
Over 30 feet up to 40 feet	\$100.00 per month

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**RULE: 34.22 - UPLAND STORAGE**  
(continued)

There will be no storage of trailers of total length greater than 40 feet and no long term storage available from June 1 to Oct. 1.

Equipment and materials stored without proper registration and advance payment will be charged according to storage fees above.

**(f) EMPTY CRADLES/TRAILERS:**

For the purpose of this Tariff, a vessel trailer or cradle shall be treated as a vessel of the length of the vessel normally occupying the cradle.

**RULE: 34.23 - TIDAL GRIDS (A)**  
EFF: 01JAN2011

**SUBSECTION 235**

**(a) TIDAL GRIDS**

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

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

**(b) RATES:**

- The rate per foot per tide is \$1.05 for vessels 0'-59'
- The rate per foot per tide is \$2.55 for vessels 60'-80'
- The rate per foot per tide is \$3.25 for vessels 81'-100'
- The rate per foot per tide is \$3.82 for vessels 101'-120'
- The rate per foot per tide is \$4.24 for vessels 121'-140'



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RULE: 34.23 - TIDAL GRIDS

(continued)

(c) USE OF TIDAL GRIDS

Except in emergencies, use of tidal grids is limited to three tide cycles. Use of the tidal grids must be scheduled in advance and a deposit equal to one tide use must be paid. Deposit may be refunded if cancellation of reservation is at least forty-eight hours prior to scheduled use.

(d) WRITTEN PERMISSION FOR USE OF GRIDS:

No vessel shall be moored onto the tidal grids until permission has been granted by the Harbormaster and the appropriate Utilization Agreement/Waiver and Release forms completed by User.

RULE: 34.24 - HANDLING, LOADING AND UNLOADING (I)

EFF: 15SEP1995

SUBSECTION 240

(a) HANDLING DEFINED:

Handling means the service of physically moving cargo between point of rest and any place on the terminal facility other than the end of a ship's tackle.

(b) LOADING AND UNLOADING DEFINED:

Loading and unloading means the service of loading or unloading cargo between any place on the terminal and trucks lighter or barges or any other means of conveyance to or from the terminal facility.

(c) TERMINAL USE PERMIT:

Handling, loading and unloading services are provided by independent agents at all terminal facilities covered by this Tariff. A Terminal Use Permit or Fish Dock Use Permit is available to any qualified agent desiring to provide long shore services at the terminal facilities of the City of Homer.

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RULE: 34.25 - SERVICE CHARGES (A)

EFF: 01JAN2011

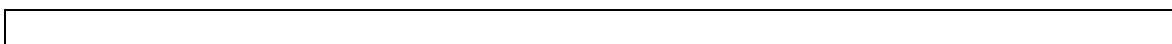
SUBSECTION 245

A service charge is assessed, in addition to any other charges set forth in this Tariff, for specific services provided by the City of Homer or its agents. Service charges do not include charges for dockage, wharfage, wharf demurrage and handling.

(a) SPECIFIC SERVICES:

The following rates shall apply for services provided by the City of Homer.

- (1) Potable water furnished to vessels at the Deep Water Dock and Main Dock:  
The following charges in dollars will be made for furnishing water to vessels berthed at docks or terminals subject to this Tariff:
  - a. Quantity charge, \$38.81 dollars per one thousand gallons (minimum five thousand gallons).
  - b. Scheduled deliveries will have a minimum charge of \$102.00 for combined connection and disconnection.
  - c. Unscheduled deliveries will have a minimum charge of \$139.32 dollars for combined connection and disconnection.
  
- (2) Electricity (per kilowatt):
  - (a) Reserved stalls having a meter base at the berth shall be charged a meter availability fee.
    1. The meter availability fee will be \$23.95 per month.
    2. There will be an electrical usage charge cost per kilowatt determined by the local public utility.
    3. Licensee shall notify the Harbormaster of any period when the assigned vessel will not occupy the stall and the Harbormaster, upon payment of a \$28.80 connect/disconnect fee, shall disconnect service to the license holder's stall.



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RULE: 34.25 - SERVICE CHARGES

(continued)

- (b) Subject to availability, transient vessel may buy electrical power on a metered basis from October 15 to April 15.
1. There will be a \$28.80 connect/disconnect fee.
  2. Metered transient vessels will be charged a meter availability and connect/disconnect fee of \$28.80 per month with a one month minimum charge to be applied for shorter connection periods.
  3. There will be an electrical usage charge per kilowatt as determined by the local public utility.

- (c) Unless other arrangements have been made in writing with the Harbormaster, transient vessels shall be charged the following rates (where metered power is unavailable).

	110 volt	220 volt	208 volt 3 phase
Daily (or part thereof)	\$10.20	\$20.12	\$45.20
Monthly	\$152.67	\$341.70	Available meter only

If a transient vessel consumes more electricity than would be covered by these flat rates, then such transient vessel shall be charged for the actual consumption. If a transient vessel on the daily rate accrues daily charges that total for a 30 day period more than the monthly flat rate, then the monthly rate shall be billed.

- Vessels requiring conversion plugs may purchase them from the Harbormaster's office for a nominal fee.

- (d) 208 volt/3 phase electrical power is available at System 5 on a first come-first served basis, for which the vessel will be charged the following rates:
1. There will be an electrical usage charge per kilowatt hour as determined by the local public utility:
  2. Vessels will be charged a meter availability fee of \$28.80 per month with a one month minimum charge to be applied for shorter connection periods.
  3. There will be a \$28.80 connect/disconnect fee.

- (3) Towing inside small boat harbor: Skiff with operator ½ hour \$68.00, Skiff with operator 1 man hour \$102.00. Any additional personnel required will be charged at rate of \$99.00 per hour.

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RULE: 34.25 - SERVICE CHARGES

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- (4) Pumping vessel: \$40.79 per day or portion thereof for electrical pumps.  
 \$69.97 per hour or portion thereof for gas pumps. (includes attendant time)

(b) LABOR/PERSONNEL:

- (1) When labor is furnished by the City at the request of a user it is expressly stipulated that the City acts as agent of the user. The City shall charge for labor provided by the City for the following services:
- (i) all services not specifically described in this Tariff.
  - (ii) Services of loading, unloading, or transferring cargo for which no specific commodity rates are provided and which cannot be performed at the rates named N.O.S. and cargo in packages or units of such unusual bulk, size, shape or weight as to preclude performing such services at rates named under individual items of this Tariff.
  - (iii) Services for which no specific commodity rates are provided and any other services for which specific rates are named in this Tariff because of unusual conditions or requirements of shippers not normally incidental to such services preclude the performance; and
  - (iv) Services of cleaning City docks or terminal facilities of dunnage, stevedore gear, and other equipment or material when the shipper, vessel owner or consignee fails to promptly clear the facility as requested by the Harbormaster.
- (2) When a user notifies the Harbormaster for labor for a specific time and labor is on the job ready for work at that time, the use shall be charged from the time the labor is ready for work until the work is concluded even if the work is delayed through no fault of the City.

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**RULE: 34.25 - SERVICE CHARGES**

(continued)

- (3) All labor provided by City personnel shall be charged at \$102.00 per hour. ( ½ hour minimum at \$51.00. Work requiring call-outs shall be charged at a minimum of two hours.

**(c) EQUIPMENT:**

When the City utilizes city equipment to provide services under this Subsection, it will charge users for the cost of that equipment on an hourly basis at the rates charged capital projects within the City of Homer for similar equipment.

**(d) REGULATED GARBAGE HANDLING FEE:**

\$800.00 per round trip for certified truck pick up plus \$90.00 per one hundred pounds. Regulated garbage, as per the Code of Federal Regulations, is garbage from foreign going vessels that contains, or that is suspected of containing, food scraps or food waste.

**(e) SPECIAL SERVICES:**

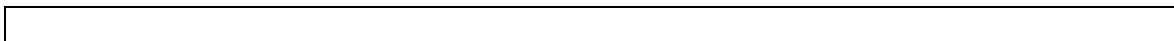
Except where otherwise required by law, the Harbormaster has the authority to refuse or to provide or to arrange for the provision of services in addition to those set out in paragraph (a) above. Special services, including waste, bulk oil, or garbage disposal shall be billed at the City's actual cost (including city labor costs as determined in paragraph 2 above) plus 125% of city costs for services arranged and paid for by the City but provided by others. Waste oil in quantities greater than 5 gallons, shall be charged a \$3.35 per gallon handling and disposal fee.

Special services shall not include the taking or handling of sewage of any kind. Sewage disposal must be accomplished by the vessel owner or his agent pursuant to federal, state and municipal laws, codes and ordinances.

**RULE: 34.26 - PASSENGER FEES (C)**

EFF: 02JULY 2012

Deleted pursuant to Resolution 12-038(S)



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RULE: 34.27 - SEARCH AND RESCUE FEES (A)

EFF: 01JAN2011

SUBSECTION 255

In addition to other Tariff provisions, when the City utilizes city equipment and personnel to provide search and rescue assistance to vessels outside of the Homer Port and Harbor, such as towing and rescue, the Harbormaster will charge users of those services \$102.00 per hour for skiff and operator for the first hour on any part thereof, and for additional search and rescue assistance beyond one hour. Additional personnel will be charged at the rate of \$99.00 per man hour.

RULE: 34.28 - BOAT LAUNCH RAMP FEES (A)

EFF: 01JAN2011

SUBSECTION 260

(a) USE OF PUBLIC LAUNCH RAMPS:

The City owns and provides access to public launch ramps, Access to those ramps is generally on a first come, first served basis, but the Harbormaster may deviate from that policy or refuse access to a ramp when, in his judgment, the public interest would be served and his consideration in that determination of the following factors:

- (1) The degree of existing or potential congestion in the harbor, including upland storage area, and whether the proposed launch or retrieval will affect that congestion, and
- (2) Whether the launch or retrieval poses a risk of loss of public or private property.

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RULE: 34.28 - BOAT LAUNCH RAMP FEES (A)

(continued)

(b) CHARGES FOR USE OF PUBLIC LAUNCH RAMPS:

Vessels shall be charged \$13.00 per day to launch from the public launch ramps from April 1 through October 15 (Reserved stall lessees exempt for the boat assigned to and registered to the stall only, not for other boats owned by the same individual.) Vessel owners or operators may obtain a seasonal permit for \$130.00 entitling a specific vessel and owner to launch from April 1 through October 15. (Reserved stall lessees exempt for the boat assigned to and registered to the reserved stall only, not for other boats owned by the same individual.)

(c) RAMP USE:

The principal intended use of the launch ramp is the launch and recovery of small/trailable vessels. An authorized subsidiary use is the incidental, noncommercial, loading or unloading of goods, supplied or materials.

The principal intended use of the harbor barge ramp is the commercial loading or unloading of goods, materials, equipment or personnel. An authorized subsidiary use is the loading or unloading of fishing gear and equipment or other use approved by the Harbormaster.

At the Harbormaster's discretion, reasonable restrictions may be placed on the use of any ramp owned or operated by the City.

RULE: 34.29 - BEACHES AND BARGE RAMP (A)

EFF: 01JAN2011

SUBSECTION 270

The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

The Harbormaster shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp.

Vessels up to 50 ft. per foot \$1.50  
 Vessels over 50 ft. per foot \$1.50

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**RULE: 34.29 - BEACHES AND BARGE RAMP**

(continued)

Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstance.

The user of any beach area or barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by harbor staff. The costs incurred by the harbor staff will be fully charged to the beach user. Labor rate for the harbor staff will be (\$90.00) per hour per person, plus appropriate equipment rental and material costs.

Sandblasting of vessels is not permitted on City beaches or barge ramps; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to be put into the water as a result of any maintenance done on the beach or ramp.

**RULE: 34.30 - FISH DOCK (A)**

EFF: 01JAN2013

**SUBSECTION 275**

The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear. Any other use must be approved in advance by the Harbormaster.

Dock fees shall be those set at Subrule 34.19 Subsection 205;

Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel only with prior approval granted by the Harbor Officer on duty.

No non-City owner cranes or boom trucks may be brought onto Fish Dock for use in loading/unloading without advance Harbor Officer approval.

Every person using a crane on the Fish Dock shall first obtain a license from the City. A private user shall obtain a private license, which shall be the annual access card, and shall pay the annual access card fee set forth in this subsection. A private license shall entitle only the owner if an individual, and the master and crew of a vessel to load/unload the vessel at the Fish Dock. In addition to the annual license fee, all users of the Homer Fish Dock shall pay the user fees set forth herein.

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RULE: 34.30 - FISH DOCK  
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The Harbormaster shall designate one or more cranes on the Fish Dock open to public use (both private and commercial users) on a first-come first-served basis. All private licenses and food services are subject to a two-hour maximum time limit during the times when other private or food service licensees are waiting to use the crane. This time shall be the time that the licensees actually occupy the crane berthing space or otherwise has possession of the public use crane. Every other crane at the Fish Dock and the crane on the Main dock may be designated by the Harbormaster for preferential use. Preferential use of a crane shall entitle the holder to the exclusive right to use of the crane for loading and unloading fish and fish product during fish buying periods and to priority use of crane for all other uses; provided however, that a preferential user shall not be entitled to use of the crane until an actual and legal use of the crane by non-preferential user ends. The Harbormaster shall promulgate such additional rules as may be necessary to implement this section.

For an approved user's vessel blocking access to cranes other than those in use, a fee of one hundred fifty dollars (\$150.00) per hour will be assessed if such vessel is not immediately moved upon request of Harbor staff and if another vessel is thereby forced to wait.

Vessels are not to be left unattended at Fish Dock. Vessels moored at Fish Dock must have sufficient crew on board to move the vessel upon request or direction of Harbor staff. A fee of one hundred fifty dollars (\$150.00) per hour will be assessed against the owner or operator of a vessel per hour left unattended at Fish Dock that obstructs access by other vessels.

Failure to obtain prior approval for a use other than loading and unloading fish, fish products or fishing gear will result in the imposition of a surcharge of thirty dollars (\$30.00) per hour in addition to the regular fee.

No person shall use the Fish Dock in violation of this section.

Schedule of rates shall be set by City Council Resolution  
See also Subrule 34.20 Subsection 210 e.

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RULE: 34.30 - FISH DOCK  
(continued)

ITEM	FEE
Annual access	\$52.00 per year
Card (private license)	(annual renewal fee)
Card replacement fee	\$15.00 per occurrence
Cold Storage	\$334.75/month
(Cold storage rate structure is for storage area of eight feet by ten feet)	\$309/per month for two consecutive months
	\$283.25 per month for three consecutive months minimum one month rental inspection \$50/hour
	\$257.50 per month nine month season
Ice Plant Bin Storage (roofed-over, open-sided Storage bins at west end of ice plant building Sixteen feet by twelve feet)	\$200/month Minimum two months
Bait Storage Fee per bin (4x4x4)	
Per Day	\$5.15
Per Week	\$25.75
Per Month	\$77.25
Fish Dock Crane	\$90.64/hour
Minimum charge per hour for crane	Fifteen minutes
Ice	\$130.90 per ton

Seafood wharfage/Fish product:

Setting a tariff of \$4.76 per ton of seafood/fish product across the docks regardless of species.

Bait in quantities greater than one (1) ton that is loaded onto a vessel at Fish Dock, shall be charged seafood wharfage.

Freight NOS, Non-fish Cargo:

\$14.50/T for cargo going over the Fish Dock. Fishing gear is free from wharfage. Except as otherwise provided under a lease agreement contract or operating agreement with the City of Homer, ice brought onto Fish Dock to be loaded into totes or transferred to boats at the dock, shall be charged wharfage at the Freight NOS rate, unless this is ice that was purchased from the City Ice Plant.

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RULE: 34.31 - CONDITIONS OF BERTHING (C)

EFF: 15DEC1999

SUBSECTION 310

All applications for Bessel berthing shall be made in the form specified by the Harbormaster and may require the timely filing of the financial responsibility information called for by Supplement to Vessel Berthing Application, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

(1) Unless waived pursuant to paragraph 2 below, the terms of payment for all applicable terminal or dockage charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Harbormaster six days prior to the vessel's scheduled arrival, or at such time as may be authorized or directed by the Harbormaster, but in all cases in advance of actual services rendered.

When a cash deposit has been posted, any excess there of after satisfaction of all applicable port charges, shall be promptly refunded by the Port of Homer to the party posting same.

(2) The Harbormaster may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by berthing agent to the satisfaction of the Harbormaster, and:

- (i) That the party responsible has established credit worthiness acceptable to the Harbormaster; or
- (ii) Adequate security, acceptable to the Harbormaster in an amount equal to 125% of the applicable estimated port charges, has been posted; or
- (iii) The agent requesting the berth, or another entity, in each case applicable to the Harbormaster as credit worthy, has personally accepted financial responsibility for the applicable charges.

(3) The vessel agent or other person requesting a berth ("berthing agent") shall provide, as a part of the berthing process and to the extent of his knowledge, all information called for by any Supplement to Vessel Berthing Application respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded or discharged.

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**RULE: 34.31 - CONDITIONS OF BERTHING**

(continued)

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

The submission of this form, signed by the berthing agent, shall constitute the berthing agent's information supplied, based upon and to the extent of information made available to the berthing agent shall be held personally liable to the City of Homer as a result of the agent's failure to accurately report the above information.

Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information the agent reasonably believes is not equally know to the Harbormaster, it shall immediately notify the Harbormaster and if requested by the Harbormaster, promptly file an amended Supplement to Vessel Berthing Application with the Harbormaster.

All estimates of terminal and dockage charges are subject to approval and/or adjustment by the Harbormaster.

(4) The Harbormaster shall, promptly after receipt of this form, advise the berthing agent as to (i) its approval or adjusted estimate of terminal charge and (ii) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.

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

(6) The City of Homer retains the right in its sole discretion to determine whether a responsible party or agent is credit worthy and waive the cash-in-advance requirement. The City may establish guidelines for determining whether a responsible party or an agent is credit worthy. Compliance with these guidelines does not create a right to waiver of the cash-in-advance requirement.

(7) For safety or other reasons, the City of Homer in some circumstances may grant a vessel a temporary berth before the owner or agent has paid all applicable charges or otherwise complied with all applicable Tariff provisions of conditions of berthing.

PORT AND HARBOR OF HOMER 4350 HOMER SPIT ROAD HOMER, ALASKA 99603 PHONE: 907.235.3160  TERMINAL TARIFF NO. 600	FMC NO. 600	PAGE	56
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**RULE: 34.31 - CONDITIONS OF BERTHING**  
(continued)

In such circumstances, the vessel may unload its cargo only if (i) the Harbormaster determines that a regular berth is available, and (ii) the owner pays all applicable charges and complies with all other applicable Tariff provisions and conditions of berthing. If no regular berth is available, or the vessel owner or agent does not pay all applicable charges and comply with other applicable provisions, the vessel may not unload its cargo and shall sail on the next tide. The vessel shall be assessed appropriate fees as set forth in this Tariff.

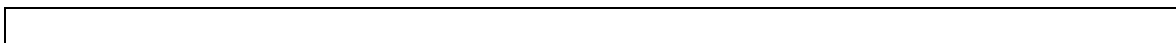
**RULE: 34.32 – PARKING FEES**  
EFF: 09APR2012

Parking fees to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through Labor Day). Parking fee is \$5 per calendar day. Posted parking time limits will be established and enforced as per Homer City Code 10.04.100.

**(a) LONG TERM PARKING PERMITS**

Vehicles over 20' and trailers are not eligible for long term parking permits.

- (1) Seasonal permits for day use parking (Ramps 1-4): \$250.00.
- (2) Long Term parking permits required for vehicles 20' or less parked in excess of seven (7) consecutive 24-hour days.
- (3) Long Term parking annual permit fee for vessel owners paying annual moorage in the Homer Harbor: fee \$100.00.
- (4) Long Term parking annual permit (January 1st through December 31st): fee \$200.00.
- (5) Monthly parking permit for vehicles less than 20': fee \$70.00 for 30 consecutive days.
- (6) Monthly parking permit for vehicles over 20': fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.
- (7) Long term parking will be enforced year around.
- (8) Parking lot restrictions for long term parking, May 1 through October 1, as depicted on harbor map (Resolution 11-036(A).
- (9) Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply. Fines, \$25.00 per calendar day, provided that the fine for overtime parking in long term parking area will be limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.



PORT AND HARBOR OF HOMER 4350 HOMER SPIT ROAD HOMER, ALASKA 99603 PHONE: 907.235.3160  TERMINAL TARIFF NO. 600	FMC NO. 600	PAGE	57
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RULE: 34.33 – Homer Marine Facility Fees  
 EFF: 26OCT2015

User fees and vendor fees to be collected for use of the Homer Marine Repair Facility are as follows:

(a) Homer Marine Repair Facility Fees

- (1) Upland Dry Dockage use Fee per month: \$ 0.17 per square foot/ for vessels paying annual moorage in Homer harbor 0.20 per square foot for transient daily, monthly, semiannual moorage vessels
- (2) Administration Fee per month of Dry Dockage uplands usage: \$50.00
- (3) Beach Landing Fee per calendar day: \$1.50 per foot
- (4) Vendor Fee per calendar year: \$150.00
- (5) Harbor Labor Fee: \$102.00 per hour/\$51.00 minimum

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# Port & Harbor Monthly Statistical & Performance Report

For the Month of: **March 2017**

<b><u>Moorage Sales</u></b>	<u>2017</u>	<u>2016</u>	<b><u>Stall Wait List</u></b>		
Daily Transient	138	290	No. on list at Month's End	<u>2017</u>	<u>2016</u>
Monthly Transient	80	97	20' Stall	28	21
Semi-Annual Transient	3	2	24' Stall	30	28
Annual Transient	2	11	32' Stall	61	63
Annual Reserved	16	21	40' Stall	33	30
			50' Stall	23	28
			60' Stall	4	4
			75' Stall	4	4
<b><u>Grid Usage</u></b>			Total:	183	178
1 Unit = 1 Grid Tide Use	<u>2017</u>	<u>2016</u>			
Wood Grid	6	8			
Steel Grid	1	2			
			<b><u>Docking &amp; Beach/Barge Use</u></b>		
			1 Unit = 1 or 1/2 Day Use	<u>2017</u>	<u>2016</u>
			Deep Water Dock	17	65
			Pioneer Dock	10	20
			Beach Landings	0	12
			Barge Ramp	8	7
<b><u>Services &amp; Incidents</u></b>	<u>2017</u>	<u>2016</u>	<b><u>Marine Repair Facility</u></b>	<u>2017</u>	<u>2016</u>
Vessels Towed	0	1	Vessels Hauled-Out	0	2
Vessels Moved	14	10	Year to Date Total	0	3
Vessels Pumped	1	0			
Vessels Sunk	0	0	<b><u>Wharfage (in short tons)</u></b>		
Vessel Accidents	0	2	In Tons, Converted from Lb./Gal.	<u>2017</u>	<u>2016</u>
Vessel Impounds	0	0	Seafood	526	292
Equipment Impounds	0	0	Cargo/Other	202	211
Vehicle Impounds	0	0	Fuel	14,237	30,975
Property Damage	0	2			
Pollution Incident	0	6			
Fires Reported/Assists	1	0			
EMT Assists	1	0			
Police Assists	1	1			
Public Assists	16	8			
Thefts Reported	0	1			
			<b><u>Ice Sales</u></b>	<u>2017</u>	<u>2016</u>
<b><u>Parking Passes</u></b>	<u>2017</u>	<u>2016</u>	For the Month of March	18	47
Long-term Pass	3	9	Year to Date Total	18	47
Monthly Long-term Pass	0	1			
Seasonal Pass	0	0			
			<b><u>Difference between</u></b>		
<b><u>Crane Hours</u></b>	<u>2017</u>	<u>2016</u>	<b><u>2016 YTD and 2017 YTD:</u></b>	29 tons less	
	144.9	173			





## Port & Harbor Water/Sewer Bills

Service Period End Date: March 31, 2017

Meter Reading Period: 2/17 to 3/16/17

Meter Address - Location	Acct. #	Meter ID	Service/ Customer Charge	Water Charges	Sewer Charges	Total Charges	Previous Reading	Current Reading	Total Usage (gal)
810 FISH DOCK ROAD - Fish Grinder	1.0277.01	84810129	\$19.00	-	-	\$19.00	1,160,800	1,160,800	-
4244 HOMER SPIT RD - SBH & Ramp 2	1.0290.01	84872363	\$19.00	\$1,469.32	-	\$1,488.32	11,690,500	-	134,800
4166X HOMER SPIT RD - SBH & Ramp 4	1.0345.01	70291488	\$19.00	-	-	\$19.00	22,949,900	22,949,900	-
4171 FREIGHT DOCK RD - SBH & Ramp 6	1.0361.01	71145966	\$19.00	-	-	\$19.00	1,473,700	1,473,700	-
4690C HOMER SPIT RD - Pioneer Dock	1.0262.01	70315360	\$19.00	\$202.74	-	\$221.74	3,176,500	3,195,100	18,600
4690A HOMER SPIT RD - Pioneer Dock	1.0261.01	70315362	\$19.00	\$39.24	-	\$58.24	475,500	479,100	3,600
4666 FREIGHT DOCK RD - Deep Water Dock	1.0357.01	70564043	\$19.00	\$479.60	-	\$498.60	8,729,800	8,773,800	44,000
4448 HOMER SPIT RD - Steel Grid	1.0230.01	80394966	\$19.00	-	-	\$19.00	229,800	229,800	-
795 FISH DOCK ROAD - Fish Dock/Ice Plant	1.0180.01	70291512	\$19.00	\$596.23	\$18.56	\$633.79	866,727,900	866,782,600	54,700
4147 FREIGHT DOCK RD - SBH & Ramp 6 Restroom	1.4550.01	70315668	\$19.00	\$42.51	\$90.48	\$151.99	1,018,900	-	3,900
4147X FREIGHT DOCK RD - Ramp 6 Fish Cleaning	1.0457.01	80856895	\$19.00	-	-	\$19.00	1,633,800	1,633,800	-
4001 FREIGHT DOCK RD - L&L Ramp Restrooms	10.4550.01	70364713	\$19.00	\$53.41	\$113.68	\$186.09	1,385,200	-	4,900
4667 HOMER SPIT RD L - Port Maintenance	1.0109.01	70257255	\$19.00	\$35.97	\$76.56	\$131.53	743,800	747,100	3,300
4667 HOMER SPIT RD - Bldg Near Water Tank	1.0100.02	70315820	\$9.50	-	-	\$9.50	320,400	320,400	-
4667 FREIGHT DOCK RD - DWD Restroom	1.0495.01	84920900	\$19.00	\$14.17	\$30.16	\$63.33	59,400	-	1,300
4311 FREIGHT DOCK RD - Port & Harbor Office	5.1020.01	83912984	\$19.00	\$16.35	\$23.55	\$58.90	50,700	52,200	1,500
4000 HOMER SPIT RD - Ramp 5 Restroom	5.1250.01	86083228	\$19.00	\$143.88	\$207.24	\$370.12	233,000	-	13,200
4425 FREIGHT DOCK RD - Sys 5 & Ramp 8	5.1050.01	86094861	\$19.00	\$90.47	-	\$109.47	329,000	337,300	8,300

**Overall Charges: \$4,076.62**

**Overall Water Usage: 292,100**

Water/Sewer Monthly Comparison CY 2013 to Current										
	2013		2014		2015		2016		2017	
January	\$1,039.71	62,100	\$3,545.49	288,500	\$2,526.35	183,700	\$1,216.22	68,800	\$2,142.85	122,300
February	\$995.09	57,300	\$4,042.38	322,400	\$2,015.14	140,800	\$1,891.14	122,500	\$1,287.76	59,600
March	\$3,777.17	91,400	\$3,968.26	320,400	\$3,339.49	253,700	\$2,341.13	162,300	\$4,076.62	292,100
April	\$2,825.07	208,200	\$5,792.92	452,200	\$4,997.38	467,700	\$3,532.78	256,700		
May	\$11,647.05	1,176,600	\$12,019.73	973,600	\$6,982.27	541,900	\$9,770.89	709,300		
June	\$19,728.26	1,660,800	\$13,396.30	1,106,200	\$14,116.19	1,134,100	\$21,628.74	1,800,700		
July	\$73,511.61	6,344,600	\$16,516.50	1,348,000	\$12,038.01	919,900	\$19,490.97	1,583,400		
August	\$18,766.53	1,547,500	\$15,883.21	1,279,500	\$15,033.97	1,197,000	\$22,468.25	2,189,100		
September	\$12,784.77	1,057,600	\$13,105.89	1,073,100	\$15,661.07	1,307,300	\$19,710.24	1,651,300		
October	\$6,823.64	558,200	\$3,874.68	266,000	\$5,445.90	406,300	\$8,887.32	708,200		
November	\$5,696.76	456,800	\$3,658.86	283,400	\$1,917.85	106,100	\$2,582.53	167,600		
December	\$2,699.74	186,900	\$1,748.09	111,900	\$1,284.30	30,100	\$1,154.76	44,900		
YTD Total	\$160,295.40	13,408,000	\$97,552.31	7,825,200	\$85,357.92	6,688,600	\$114,674.97	9,464,800	\$7,507.23	474,000

**\*Note:** Due to new Water/Sewer Meters, some of our meters are not entirely accurate and will be revised when they're read again mid-April.



### 2017 Ice & Crane Report

Date To	Crane Weekly	Crane Month	YTD Crane	Ice Weekly	Ice Month	YTD Ice
1/8/2017	27.8			shut down for maintenance		
1/15/2017	23.3			shut down for maintenance		
1/22/2017	5.6			shut down for maintenance		
1/29/2017	13					
Jan Total		69.7	69.7		0	0
2/5/2017	24.1			shut down for maintenance		
2/12/2017	33.5			shut down for maintenance		
2/19/2017	36.4			shut down for maintenance		
2/26/2017	23.6			shut down for maintenance		
Feb Total		117.6	187.3		0	0
3/5/2017	4			shut down for maintenance		
3/12/2017	30.3			0		
3/19/2017	36.2			0		
3/26/2017	40.4			15		
4/2/2017	34			3		
Mar Total		144.9	332.2		18	18
4/9/2017	38.1			6		
4/16/2017	55.7			33		
4/23/2017						
4/30/2017						
Apr Total		93.8	426		39	57
5/7/2017						
5/14/2017						
5/21/2017						
5/28/2017						
May Total		0	426		0	57
6/4/2017						
6/11/2017						
6/18/2017						
6/25/2017						
7/2/2017						
Jun Total		0	426		0	57
7/9/2017						
7/16/2017						
7/23/2017						
7/30/2017						
Jul Total		0	426		0	57
8/6/2017						
8/13/2017						
8/20/2017						
8/27/2017						
Aug Total		0	426		0	57
9/3/2017						
9/10/2017						
9/17/2017						
9/24/2017						
10/1/2017						
Sep Total		0	426		0	57
10/8/2017						
10/15/2017						
10/22/2017						
10/29/2017						
Oct Total		0	426		0	57
11/5/2017						
11/12/2017						
11/19/2017						
11/26/2017				shut down for maintenance		
12/3/2017				shut down for maintenance		
Nov Total		0	426		0	57
12/10/2017				shut down for maintenance		
12/17/2017				shut down for maintenance		
12/24/2017				shut down for maintenance		
12/31/2017				shut down for maintenance		
Dec Total		0	426			



## Deep Water Dock 2017

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/4	Perseverance INSIDE	207	0800/1800	Cispri	394.00	na
1/5	Perseverance	207	0900/2100	Cispri	788.00	52.00
1/5	Barge 141	300	0900/1400	Cispri	788.00	52.00
1/19	DBL 106	383	0600/	Kirby Offsho	1,206.00	52.00
1/19	Bismark Sea INSIDE	125	0600/	Kirby Offsho	506.00	na
1/20	DBL 106	383		Kirby Offsho	1,206.00	
1/20	Bismark Sea INSIDE	125		Kirby Offsho	506.00	
1/21	DBL 106	383	/1915	Kirby Offsho	1,206.00	
1/21	Bismark Sea INSIDE	125	/1915	Kirby Offsho	506.00	
1/24	DBL 54	288	1000/	Kirby Offsho	788.00	52.00
1/25	DBL 54	288	/0815	Kirby Offsho	788.00	
1/26	PacFree outside DBL 54	288	1715/	Kirby Offsho	788.00	52.00
1/27	PacFree outside DBL 54	288		Kirby Offsho	788.00	
1/28	PacFree outside DBL 54	288	/1745	Kirby Offsho	788.00	
1/30	Perseverance	207		Cispri	788.00	
1/31	Perseverance	207	/1230	Cispri	788.00	
2/1	Pacific Freedom&DBL 54	288	0930/	Kirby Offshore	788.00	52.00
2/2	Pacific Freedom&DBL 54	288	/1700	Kirby Offshore	788.00	
2/14	Katrina Em	101	1415/1600	Alaskan Acce	506.00	52.00
2/15	Perseverance	207	0805/	Cispri	788.00	52.00
2/16	Perseverance	207		Cispri	788.00	
2/17	Perseverance	207		Cispri	788.00	
2/18	Perseverance	207		Cispri	788.00	
2/19	Perseverance	207		Cispri	788.00	
2/20	Perseverance	207		Cispri	788.00	
2/21	Perseverance	207		Cispri	788.00	
2/22	Perseverance	207		Cispri	788.00	
2/23	Perseverance	207		Cispri	788.00	
2/23	Millennium Star	105	0800/1330	Olympic	506.00	52.00
2/24	Perseverance	207	/0900	Cispri	788.00	
2/28	Katrina Em	101	1300/1500	Alaskan Acce	506.00	52
3/11	DBL 78 (JAVA SEA)	370	0800/	Kirby Offsho	1,098.00	52.00
3/11	Pacific Freedom INSIDE	120	0800/	Kirby Offsho	506.00	na
3/12	DBL 78 (JAVA SEA)	370	/1450	Kirby Offsho	1,098.00	
3/12	Pacific Freedom INSIDE	120	/1430	Kirby Offsho	506.00	
3/12	Millennium Star INSIDE	105	2130/	Olympic	506.00	na
3/13	Pacific Wolf&DBL54	395	0800/1730	Kirby Offsho	1,206.00	52.00
3/13	Millennium Star INSIDE	105		Olympic	506.00	
3/14	Millennium Star INSIDE	105	/1630	Olympic	506.00	
3/18	Millennium Star INSIDE	105	1000/	Olympic	506.00	na
3/19	Millennium Star INSIDE	105		Olympic	506.00	
3/20	Millennium Star INSIDE	105		Olympic	506.00	
3/21	Millennium Star INSIDE	105	/0800	Olympic	253.00	
<b>04/20/17</b>				<b>Year to Date Totals:</b>	<b>\$31,299.00</b>	<b>\$624.00</b>

## Deep Water Dock 2017

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/4	Perseverance INSIDE	207	0800/1800	Cispri	394.00	na
1/5	Perseverance	207	0900/2100	Cispri	788.00	52.00
1/5	Barge 141	300	0900/1400	Cispri	788.00	52.00
1/19	DBL 106	383	0600/	Kirby Offsho	1,206.00	52.00
1/19	Bismark Sea INSIDE	125	0600/	Kirby Offsho	506.00	na
1/20	DBL 106	383		Kirby Offsho	1,206.00	
1/20	Bismark Sea INSIDE	125		Kirby Offsho	506.00	
1/21	DBL 106	383	/1915	Kirby Offsho	1,206.00	
1/21	Bismark Sea INSIDE	125	/1915	Kirby Offsho	506.00	
1/24	DBL 54	288	1000/	Kirby Offsho	788.00	52.00
1/25	DBL 54	288	/0815	Kirby Offsho	788.00	
1/26	PacFree outside DBL 54	288	1715/	Kirby Offsho	788.00	52.00
1/27	PacFree outside DBL 54	288		Kirby Offsho	788.00	
1/28	PacFree outside DBL 54	288	/1745	Kirby Offsho	788.00	
1/30	Perseverance	207		Cispri	788.00	
1/31	Perseverance	207	/1230	Cispri	788.00	
2/1	Pacific Freedom&DBL 54	288	0930/	Kirby Offshore	788.00	52.00
2/2	Pacific Freedom&DBL 54	288	/1700	Kirby Offshore	788.00	
2/14	Katrina Em	101	1415/1600	Alaskan Acce	506.00	52.00
2/15	Perseverance	207	0805/	Cispri	788.00	52.00
2/16	Perseverance	207		Cispri	788.00	
2/17	Perseverance	207		Cispri	788.00	
2/18	Perseverance	207		Cispri	788.00	
2/19	Perseverance	207		Cispri	788.00	
2/20	Perseverance	207		Cispri	788.00	
2/21	Perseverance	207		Cispri	788.00	
2/22	Perseverance	207		Cispri	788.00	
2/23	Perseverance	207		Cispri	788.00	
2/23	Millennium Star	105	0800/1330	Olympic	506.00	52.00
2/24	Perseverance	207	/0900	Cispri	788.00	
2/28	Katrina Em	101	1300/1500	Alaskan Acce	506.00	52
3/11	DBL 78 (JAVA SEA)	370	0800/	Kirby Offsho	1,098.00	52.00
3/11	Pacific Freedom INSIDE	120	0800/	Kirby Offsho	506.00	na
3/12	DBL 78 (JAVA SEA)	370	/1450	Kirby Offsho	1,098.00	
3/12	Pacific Freedom INSIDE	120	/1430	Kirby Offsho	506.00	
3/12	Millennium Star INSIDE	105	2130/	Olympic	506.00	na
3/13	Pacific Wolf&DBL54	395	0800/1730	Kirby Offsho	1,206.00	52.00
3/13	Millennium Star INSIDE	105		Olympic	506.00	
3/14	Millennium Star INSIDE	105	/1630	Olympic	506.00	
3/18	Millennium Star INSIDE	105	1000/	Olympic	506.00	na
3/19	Millennium Star INSIDE	105		Olympic	506.00	
3/20	Millennium Star INSIDE	105		Olympic	506.00	
3/21	Millennium Star INSIDE	105	/0800	Olympic	253.00	
<b>04/20/17</b>				<b>Year to Date Totals:</b>	<b>\$31,299.00</b>	<b>\$624.00</b>

### Pioneer Dock 2017

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/7	Perseverance	207	1000/1130	Cispri	788.00	52.00
1/9	Pacific Freedom & DBL 54	345	1545/2230	Kirby Offshore	788.00	52.00
1/21	Pacific Freedom & DBL 54	345	1700/2030	Kirby Offshore	788.00	52.00
1/25	Pacific Freedom & DBL 54	345	0840/1900	Kirby Offshore	788.00	52.00
1/30	Bob Franco	120	1300/1715	Olympic	506.00	52.00
2/24	Pacific Wolf & DBL 54	395	0730/1800	Kirby Offshore	1,206.00	52.00
3/20	Bob Franco	120	1000/1500	Olympic	506.00	52.00
3/27	Pacific Wolf & DBL 54	395	0700/1545	Kirby Offshore	1,206.00	52.00
3/28	Pacific Wolf & DBL 54	395	1500/	Kirby Offshore	1,206.00	52.00
3/29	Pacific Wolf & DBL 54	395	/1745	Kirby Offshore	1,206.00	
<b>04/20/17</b>				<b>Year to Date Totals:</b>	<b>\$4,864.00</b>	<b>\$312.00</b>

### Ferry Landings 2017

	Pioneer Dock	Deep Water Dock
January	22	0
February	24	
March	6	
April		
May		
June		
July		
August		
September		
October		
November		
December		











# 43<sup>rd</sup> ANNUAL MEMBERSHIP CONFERENCE

April 11 - 14, 2017

“Difficult or Just Different”



Photo: Tom Paiva

Hosted by: Port of San Francisco, CA

## *Sponsors*



Marina Dock Parts



## **OFFICERS**

### **President**

Mike Loy, False Creek Harbour Authority, BC – Term Expiration 2017

### **Vice President**

Tami Allen, City of Bainbridge Island, WA – Term Expiration 2017

### **Secretary/Treasurer**

Robin Leraas, Port of Grays Harbor, WA – Term Expiration 2017

## **Board of Directors**

### **Immediate Past President**

Lon White, Port of Kodiak, AK – Term Expiration 2017

- Position #1 Aaron Glidden, City of Homer, AK – Term Expiration 2019
- Position #2 Chuck Hackett, Port & Harbors of Sitka, AK – Term Expiration 2017
- Position #3 Phyllis Titus, Campbell River Harbour Authority, BC – Term Expiration 2017
- Position #4 Leslie Taylor, Harbour Authority Association of BC – Term Expiration 2018
- Position #5 Giuseppe Alvarado, Port of Seattle, WA – Term Expiration 2019
- Position #6 Scott Wilkins, City of Des Moines, WA – Term Expiration 2018
- Position #7 Paul Stallard, Salmon Harbor Marina, OR – Term Expiration 2019
- Position #8 Janice Burk, Port of Astoria, OR – Term Expiration 2017
- Position #9 Charlie Helms, Crescent City Marina, CA – Term Expiration 2018
- Position #10 Anita Yao, Port of San Francisco, CA – Term Expiration 2017

## **New Members**

### **Infrastructure Engineers, Inc.**

Structural & Civil Engineering and inspection firm. Specializing in above and underwater inspection and engineering of waterfront facilities.

Contact: Heath Pope

### **Port Edward Harbour Authority**

Port Edward Harbour Authority manages three sites in Prince Rupert, BC (Rushbrook, Fairview and Cowboy) and one in Port Edward (Porpoise Harbour). Both commercial and non-commercial vessels moor at their facilities. They offer net storage, locker storage, seine lane rental and shower and laundry services.

Contact: Keri Weick

Note: For contact information, please refer to <http://www.pccharbormasters.org/member-directory/>.

## **MISSION STATEMENT**

The Pacific Coast Congress of Harbormasters and Port Managers, Inc. is an organization of commercial and recreational marina professionals promoting the development and growth of our industry and membership through communication, education and professional certification.

**TUESDAY, April 11**

2:00 pm - 4:00 pm  
5:00 pm - 7:00 pm

**Board of Directors Meeting**  
**Welcome Reception and Conference Check-in**

**WEDNESDAY, April 12**

8:00 am **Conference Check-in**

8:30 am **Call to Order: Mike Loy, President, False Creek Harbour Authority, BC**  
Business Report  
Introduction of PCC Board Members  
Announcement of PCC elections

8:50 am **Host Port Welcome and Introductions: Anita Yao, Port of San Francisco, CA**

9:10 am **Training and Education Committee Report: Eric Olsson, T&E Committee Chair**

9:20 am **Barbara Schwantes Report: Cheryl Maynard, PCC Executive Secretary**

9:35 am **Introduction of Sustaining Members, Tami Allen, City of Bainbridge Island, WA**

10:15 am **Networking Opportunity** – Meet up with your colleagues to discuss marina issues, share stories and find solutions to your problems. Also, an opportunity to get to know your PCC Sustaining Members (vendors) whose support helps make these conferences possible and who offer a wealth of information on products and services to enhance marina productivity and address your operational and maintenance concerns.

10:35 am **Call of the Ports** – Introduce yourself and your guests. Give your affiliation and the PCC committee(s) on which you serve. Tell us about yourself...what attracted you to a career as a marina professional? Highlight the issues that you consider are some of your biggest challenges, accomplishments and successes. This is an opportunity to let the PCC membership know you better and understand what makes your marina unique.

Facilitators: **Mike Turkington, False Creek Harbour Authority**  
**Eric Olsson, T&E Committee Chair**

12:00 pm **LUNCH** – “Lunch with a Friend” Time to meet a new PCC member.

1:00 pm **Call of the Ports (continued)**

2:45 pm **Networking Opportunity** – Wonderful time to seek out some of your fellow PCC members who piqued your interest during Call of the Ports and to grab a sustaining member who might just have a solution to a pressing problem.

3:00 pm **Session 1: Let's Talk Cranes...Everybody wants a crane...but do you need one?** Dockside or small mobile cranes can make life easier and promote efficiency in handling heavy loads.



Before you leaf through the crane catalogue or embark on a frantic web search, you should consider all of the costs involved in installing a crane at your facility. A few questions to ask: What type and size crane is needed (now and in the future)? Where will it be located to best serve moorage tenants and marina staff? Who will operate it? What type of training and personnel certifications are required to operate it? How often must it undergo a safety or SWL certification...how much will that cost? What are the maintenance requirements? Are there liability issues? Maybe I really don't want a crane....

Presenter: **Vendor-Round Table Discussion**

Facilitator: **Mike Turkington, False Creek Harbour Authority, BC**

3:45 pm **Networking Opportunity** - a quick break and a chance to talk to PCC colleagues and our staunch and supportive vendor corps.

4:05 pm **Session 2: Dealing with Change...**Whew, can't argue that 2016 didn't come to a dramatic end with some truly game changing events. But, that's not what this session will focus on. Sure, for many, recent political events have possible life-altering consequences but how much of this fervor is media driven and the lure of the next broadcast keeps you fixated on your TV or smartphone. Maybe it time to just "turn it off" and reflect on and embrace what you have and truly grasp the relevance of these events to your daily lives. Change takes many forms...well beyond what many feel is a monumental political upheaval...which honestly pale when compared to the loss of a loved one, a divorce or even the sudden disruption of becoming unemployed or unable to support a family. And don't forget there is also good change as new life enters your family or you do get that job or promotion. So, recognize that change is the norm and prepare yourself for it. Change doesn't always have to be sudden and dramatic, and while often subtler, it can nonetheless become unbearably stressful: a new boss or co-worker who is disruptive, a new work assignment, etc. This session will cover some of the steps to help you better understand why change can be so painful (and joyous) and present ways to better cope with the change-induced angst and stresses that seem to be so difficult to shed.

Presenter: **Jean Crossman-Miranda, Miranda Solutions, Inc. Oakland, CA**

Facilitators: **Anita Yao, Port of San Francisco, CA**  
**Eric Olsson, T&E Committee Chair**

5:00 pm **Exhibitor Reception and Member Get Together:** Grab this opportunity!! Our gracious Sustaining Members welcome you to join them for entertainment, snacks and refreshments. This is a chance to discuss issues and problems confronting your marina and perhaps walk away with an innovative and cost-efficient solution. This is also an opportunity to acknowledge the efforts of our dedicated "vendor corps" for their support.

**THURSDAY, April 13**

**8:30 am Meeting Updates and Announcements**  
**Meet the candidates**

**9:15 am Session 3: Getting it Done!** Why did it happen and how was it fixed? This is the story of how Crescent City Marina was devastated by multiple tsunamis (1946, 2006 and 2011) and bounced back to become one of the few tsunami-resistant marinas in the U.S. Five years ago a wave generated by Japan's monstrous Tohoku earthquake destroyed



Crescent City's fishing harbor. "It was devastating," recalls Richard Young, Harbormaster, "not only for the harbor but for the entire community..." Three years and \$50 million later, it's fair to say we're all the way back at this point. The harbor has been rebuilt with new slips and gangways, and...it's the first tsunami-resistant marina that we know of anywhere on the West Coast."

Designed by Oakland-based Ben C. Gerwick Inc., the fishing port has added nearly 100 more pilings, double the size of the old ones, and driven 30 feet into bedrock under the harbor. But the key new feature is a 400-foot tsunami attenuator dock, designed to withstand a tsunami of the intensity typically seen only twice in a century.

Ellen Johnck played a critical role in assisting in getting it done...through skilled leadership and a unique understanding of the permitting process, not only did she ensure that Crescent City Marina returned, it came back capable of defiantly withstanding nature's worst. Ellen is a leader in the development of strategies featuring public-private sector collaborations to achieve the objectives of the maritime industry and shoreline business for economic growth and environmental stewardship.

**Presenters:** **Ellen Johnck**, Ellen Johnck Consulting  
**Charlie Helms**, Harbormaster, Crescent City Marina, CA  
**Patrick Bailey**, Harbor Commissioner, Crescent City, CA  
**Facilitator:** **Anita Yao**, Port of San Francisco, CA

**10:00 am Session 4: Difficult or Different...OK, we all have our biases...except me of course.** Why are some clients or co-workers so frustrating to work with? Or more importantly, why would anyone think of YOU as a difficult person. Every day we engage with other people, whether they be moorage tenants, co-workers, county commissioners, agency representatives or just friends, and not everyone is in concert with your values and the



**George Myers**

way you view the world (much less your neighborhood.) Don't they understand? Well, it may be time to re-evaluate the way we measure the validity of these conflicting positions and perceptions and to better understand that just because someone disagrees doesn't mean they are being difficult...maybe it's time to stop refereeing every call and recognize that differing views shouldn't necessarily promote discord...it's OK to be different...



An expert facilitator and presenter with over 20 years of organizational development experience, George brings knowledge, energy and a keen sense of humor to his work. His affable delivery style creates a safe and enjoyable learning environment that allows him to appropriately challenge people as they develop their skills. George has a broad understanding of the challenges facing leaders and teams. His passion for effective leadership and teamwork has helped organizations reach higher levels of performance.

**Presenter:** George Meyers, Effectiveness Institute  
**Facilitator:** Giuseppe Alvarado, Port of Seattle, WA

12:00pm **LUNCH – Table Topics** – Time to eat and continue discussions on important topics.  
Election Results

1:00 pm **Assemble for Host Tour Activities:** Please meet outside of the main lobby at the hotel.

5:00 pm **Training & Education Committee Meeting** (hotel lobby)

6:00 pm **Social Hour**

7:00 pm **Banquet**  
Award Presentations  
Introduction of new officers and board members  
Entertainment

## **FRIDAY, April 14**

7:30 am **Breakfast Buffet**

8:30 am **Reconvene Business Meeting**

8:45 am **Session 5: Do We Care About Boating?**



Sounds like a pretty dumb question...of course we do! But, what are you doing to promote boating and ensuring that your customer base doesn't just lose interest and dwindle? Things change...as fishing stocks become depleted and you see your constant stream of daily boat launches turn to a mere trickle or worsening weather patterns or adverse environmental conditions cause boaters to pursue other recreational options. Other factors such as economic downturns or demographic changes can also turn once avid boaters away. What to do? To keep your marina thriving you need to keep boating alive and actively support "grow boating" campaigns and become a visible promoter of boating activities. This session will show how others have responded to present boating as a unique and enjoyable family activity and highlight strategies that help to ensure safe and clean boating and to maintain the enthusiasm of current boaters and to attract new boaters.

**Presenter:** Susan Shingledecker, BoatUS Foundation, Annapolis, MD  
**Facilitators:** Paul Stallard, Salmon Harbor Marina, OR  
Eric Olsson, T&E Committee Chair

9:40 am **Closing Remarks, Conference adjourned**



# A Special Thank You to Our Exhibitors!



Marina Dock Parts





**2017 HOMER CITY COUNCIL MEETINGS**  
**PORT & HARBOR ADVISORY COMMISSION ATTENDANCE**

Commissions are invited to report to the City Council at the Council's regular meetings under Item 8. Announcements/Presentations/Borough Report/Commission Reports. This is the Commission's opportunity to give Council a brief update on their work. Generally the Commissioner who will be reporting will attend one of the two meetings for the month they are scheduled to attend.

The following Meeting Dates for City Council for 2017 is as follows:

January 9, 23	<u>Ulmer</u>
February 13, 27	<u>Ulmer</u>
March 13, 27	<u>Ulmer</u>
April 10, 24	<u>Hartley</u>
May 8, 30	<u>Carroll</u>
June 12, 26	<u>Stockburger</u>
July 24	<u>Zeiset</u>
August 14, 28	<u>Zeiset</u>
September 11, 25	<u>Zimmerman</u>
October 9, 23	<u>Carroll</u>
November 27	<u>Hartley</u>
December 11	<u>Zimmerman</u>