



City of Kodiak

Schedule of Fees, Charges, and Tariffs

Effective
July 1, 2022

	Page
I. AIRPORT FACILITIES Includes float planes	
a. Airport Facilities	3
II. ANIMAL CONTROL Includes licensing and impound fees	
a. Animal Control	4
III. ASSESSMENTS FOR PUBLIC IMPROVEMENTS	
a. Assessment for Public Improvements	5
IV. BUILDINGS AND CONSTRUCTION Includes for-hire vehicles, chauffer, outdoor dining, pawnbroker, transient merchant, etc	
a. Building and Construction	6 - 8
V. BUSINESS LICENSES AND PERMITS	
a. Business Licenses and Permits	9
VI. CEMETERY Includes burial and disinterment permits, and grave preparation	
a. Cemetery	10
VII. FIRE DEPARTMENT Includes ambulance transport, response services, etc	
a. Fire Department	11
VIII. GENERAL SERVICES Includes financial documents, code of ordinances, copies, Council meeting materials, memorial bench fees, liens, real property applications, film permits, encroachment permits, etc.	
a. General Services	12
IX. HARBOR Includes, disposal, dry storage, electric utility, grids, services and equipment rental, dockage, moorage, shipyard, parking, etc.	

	a.	Harbor and Shipyard	13 - 17
X.		LABORATORY Includes testing of water and misc. tests; appointments required	
	a.	Laboratory	18
XI.		LIBRARY Includes library cards, copies, faxes, room rental fees, teleconference fees, etc.	
	a.	Library Services	19 - 20
XII.		PARKS AND RECREATION Includes City organized sports, ice rink, swimming pool, teen center, parks	
	a.	Parks and Recreation	21 - 23
XIII.		POLICE DEPARTMENT Includes evidence reproduction, excessive police services, protective custody, law enforcement certification fee, etc	
	a.	Police	24
XIV.		UTILITIES Includes sewer and water costs, connection, dumping, etc	
	a.	Utilities	25 - 28
XV.		RESOLUTION TABLE	
	a.	Resolution Table	29 - 31
XVI.		TARIFFS	
	a.	Tariff 1 - Harbor Electric Fees	32 - 53
	b.	Tariff 13 - Harbor & Cargo Terminals	54 - 88
	c.	Limousine Tariff	89
	d.	Taxicab Tariff	90

Section 1 Airport Facilities

1.1	Across-the-Boundary Fee for Use of the Municipal Airport	
1.1.1	Per Year	189.00
1.1.2	Per Month	47.25
	<i>Each plane shall receive seven free days per month until the annual fee has been reached. A day is defined as midnight to midnight, or portion thereof.</i>	
1.2	Aircraft Tie Down Space	
1.2.1	Annual rental (includes Across-the-Boundary fee) per month per plane	500.00
	<i>Lessees owning more than one plane will be required to pay Across-the-Boundary fees for each plane to a maximum of two additional.</i>	
1.2.2	Monthly rental (includes Across-the-Boundary fee), per month per plane	47.25
	<i>Each plane shall receive seven free days per month until the annual fee has been reached. A day is defined as midnight to midnight, or portion thereof.</i>	
1.3	Lilly Lake Float Plane Lease Per Annum	500.00
1.4	Seaplane Ramps	
	<i>(Fees to be paid in advance)</i>	
1.4.1	Exclusive moorage, per year	1,023.75
1.4.2	Term, per year	945.00
1.4.3	Open moorage (midnight to midnight, or portion thereof), Daily	15.75
	<i>Aircraft shall receive one free day of moorage per month until the term ceiling has been reached.</i>	
1.5	Entry Access Cards	
1.5.1	Non lease holders, annual fee inclusive of 1 entry access card	50.00
1.5.2	Additional annual entry cards.....	50.00
1.6	Hangar Lots	
1.6.1	Annual rental hangar lot for 2000 SF	500.00
1.6.2	Annual rental hangar lot for 3000 SF	825.00
1.6.3	Annual rental hangar lot for 4800 SF	1200.00
1.6.4	Annual rental hangar lot for 5100 SF	1275.00
1.6.5	Annual rental hanger lot for 5400 SF	1350.00

Section 2 Animal Control

2.1 Dog License (Annual)	
2.1.1 Neutered male or spayed female	10.00
2.1.2 Unneutered male or unspayed female	35.00
2.1.3 Duplicate tag	5.00
2.2 Impound Fees	
2.2.1 First impoundment	25.00
2.2.2 Second impoundment	50.00
2.2.3 Third impoundment	75.00
2.2.4 Fourth and subsequent impoundments	125.00
2.2.4.1 Impound boarding fee, per day	5.00
2.3 Rabies Vaccination Deposit	20.00

Section 3 Assessments for Public Improvements

Street (Full) applies to street improvements that include paving plus such additional improvements such as curbs, gutters, sidewalks, etc. Street (Strip) applies to strip paving only. Sewer/Water applies to sewer or water improvements, and where both sewer and water improvements are constructed the fee may be charged twice, to pay for both utilities. (Charges are per sq. ft. of lot size, up to the maximum.) Assessment fees paid during the last 10 years for improvements made in an adjacent assessment district shall be deducted from the maximum amount levied.

	Zoning District	Street (Full)	Street (Strip)	Sewer/ Water	Maximum
3.1	R1, Single-Family Residential	\$0.50	\$0.25	\$0.17	\$5,000.00
3.2	R2, Two-Family Residential	0.70	0.35	0.24	7,000.00
3.3	R3, Multi-Family Residential	0.80	0.40	0.27	8,000.00
3.4	B, Business or Commercial	1.00	0.50	0.34	10,000.00
3.5	I, Industrial	1.50	0.75	0.51	15,000.00

Section 4 Building and Construction

Valuations for permit fees will be based on contract prices or, in the absence of a contract price, Building Valuation Data as published by the ICC Building Safety Journal.

4.1 Building Code Permits

4.1.1	General Construction, based on total value of construction	
4.1.1.1	\$0 to \$25,000 for first \$2,000	45.00
	plus, for each additional \$1,000 or fraction thereof	9.00
4.1.1.2	\$25,001 to \$50,000 for first \$25,000	252.00
	plus, for each additional \$1,000 or fraction thereof	6.50
4.1.1.3	\$50,001 to \$100,000 for first 50,000	414.50
	plus, for each additional \$1,000 or fraction thereof	4.50
4.1.1.4	\$100,001 to \$500,000 for first \$100,000	639.50
	plus, for each additional \$1,000 or fraction thereof	3.50
4.1.1.5	\$500,001 to \$1,000,000 for first \$500,000	2,039.50
	plus, for each additional \$1,000 or fraction thereof	3.00
4.1.1.6	\$1,000,001 and greater for first \$1,000,000	3,539.50
	plus, for each additional \$1,000 or fraction thereof	2.00
4.1.1.7	<i>Grading Permit Fees</i>	
4.1.1.7.1	50 cubic yards (38.2 m ³) or less	23.50
4.1.1.7.2	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	37.00
4.1.1.7.3	101 to 1,000 cy (77.2 m ³ to 764.6 m ³)	
4.1.1.7.3.1	For first 100 cy	37.00
4.1.1.7.3.2	Plus, for each additional 100 cy up to 1,000 cy or fraction thereof	17.50
4.1.1.7.4	1,001 to 10,000 cy (765.3 m ³ to 7,645.5 m ³)	
	For first 1,000 cy	194.50
4.1.1.7.4.1	Plus, for each additional 1,000 cy up to 10,000 cy or fraction thereof	14.50
4.1.1.7.5	10,001 to 100,000 cy (7,646.3 m ³ to 76,455 m ³)	
	For first 10,000 cy	325.00
4.1.1.7.5.1	Plus, for each additional 10,000 cy up to 100,000 cy or fraction thereof	66.00
4.1.1.7.6	100,001 cy (76,456 m ³) or moreFor the first 100,000 cy	919.00
4.1.1.7.6.1	Plus, for each additional 10,000 cy or fraction thereof....	36.50
	<i>The fee for a grading permit authorizing additional work under a valid permit shall be the difference between the fees paid for the original permit and the fee shown for the entire project.</i>	
4.1.1.8	Demolition Permit	40.00
4.1.2	<i>Plan review, percentage of Building Permit fee</i>	
4.1.2.1	Residential, non-engineered	50%

4.1.2.2	Residential, engineered	20%
4.1.2.3	Commercial	65%
4.1.2.4	Additional plan review required by changes, additions, or revisions to approved plans, per hour	50.00
	(½ hour minimum)	
4.1.3	All other inspections or re-inspection, per hour, minimum of 1 hour	40.00
4.1.3.1	Inspection outside of normal business hours, per hour (two hour minimum)	70.00
4.1.3.2	Inspections for which no fee is specifically indicated ...	40.00

4.2 Electrical Code Permits

4.2.1	<i>Single family and duplexes</i>	
4.2.1.1	Temporary work service permit	36.00
4.2.1.2	Residential single family, new	84.00
4.2.1.3	Duplex, new	120.00
4.2.1.4	Additional wiring, remodeling (residential only)	36.00
4.2.2	<i>All other electrical work</i>	
4.2.2.1	Issuance of a permit	42.00
4.2.2.2	Each sub-panel	24.00
4.2.2.3	Each fixture, duplex outlet, individual switch, or emergency light	1.50
4.2.2.4	Electric heat per kW Installed	1.20
4.2.2.5	Each power outlet	2.40
4.2.2.6	Electrical service to 200 amps	24.00
4.2.2.7	Over 200 amps	36.00
4.2.2.8	Each area floodlight, 1st light	24.00
4.2.2.9	Each additional floodlight	6.00
4.2.2.10	Generator per kW output	1.20
4.2.2.11	Transformers, 5 KVA or above	6.00
4.2.2.12	Motor connections, 15 HP and above	24.00
4.2.2.13	<i>Transfer switches</i>	
4.2.2.13.1	Manual	6.00
4.2.2.13.2	Automatic	12.00
4.2.2.14	Electrical signs	24.00
4.2.2.15	<i>Trailer courts</i>	
4.2.2.15.1	For first space	60.00
4.2.2.15.2	Each additional space (same permit)	12.00
4.2.2.16	Temporary services	6.00
4.2.2.17	Environmental control devices per outlet/unit	1.50
4.2.3	<i>Electrical work for which a plan review is required, based on total value of work</i>	
4.2.3.1	\$0–\$500	42.00
4.2.3.2	\$501–\$1,000	72.00
4.2.3.3	\$1,001–\$2,000	120.00
4.2.3.4	\$2,001–\$3,000	180.00

4.2.3.5	\$3,001–\$4,000	240.00
4.2.3.6	\$4,001–\$6,000	300.00
4.2.3.7	\$6,001 and up	360.00
4.2.4	<i>Extra inspections by reason of defective work/otherwise through fault or error on part of the holder of the permit</i>	
4.2.4.1	First inspection, per hour	48.00
4.2.4.2	Second inspection, per hour	60.00
4.2.4.3	Third inspection, per hour	72.00
4.3	Plumbing Code Permits	
4.3.1	For single family and duplexes	
4.3.1.1	New residential single family	84.00
4.3.1.2	New duplex	120.00
4.3.1.3	Additional plumbing, remodeling (residential only)	36.00
4.3.2	All other plumbing work	42.00
	<i>Plus, the following additional charges:</i>	
4.3.2.1	Each plumbing fixture	8.40
4.3.2.2	Each gas outlet	6.00
4.3.2.3	Each water heater and hot water boiler per 1,000 BTU	0.24
4.3.2.4	Automatic sprinkler systems, per head	1.80
4.3.2.5	Plumbing alteration work, per outlet	8.40
4.4	Mobile home or recreational vehicle	
4.4.1	Temporary visitor permit or renewal	10.00
4.4.2	Impoundment storage fee, per day	5.00
4.5	Driveway permit	15.00
4.5.1	Exception: No driveway permit fee will be assessed when a building permit is issued	
4.5.1.1	Right-of-Way permit for driveway access	50.00
4.6	Notice of appeal and applications for exception, filing fee	150.00
4.7	Plans and Specifications	
4.7.1	5 or less plan sheets	20.00
4.7.2	6 to 10 plan sheets	40.00
4.7.3	11 to 20 plan sheets	60.00
4.7.4	21 to 30 plan sheets	100.00
4.7.5	More than 30 plan sheets	150.00
4.8	Inspection of privately-constructed improvements intended for public ownership and maintenance, per hour	85.00

Section 5 Business Licenses and Permits

5.1 Chauffeur’s License	
Application for new license	120.00
5.1.1 Renewal, biennial	85.00
5.1.2 Replacement of lost license	5.00
5.2 For-Hire Vehicle Permit	
(taxicab, limousine, tour operator)	200.00
<i>A for-hire vehicle permit shall be issued for a period not to exceed three years and shall expire on December 31 of the second calendar year after the year in which it was issued.</i>	
5.3 Outdoor Dining Permit	
Per year	50.00
5.4 Pawnbroker License	
5.4.1 Application for new license	25.00
5.4.2 License fee, per year	100.00
5.5 Private Detective or Merchant Police License	
5.5.1 Application for new license	120.00
5.5.2 Renewal, biennial	85.00
5.5.3 Replacement of lost license	5.00
5.6 Taxicab Dispatch Service License	
Per year	200.00
5.7 Transient Merchant license	
Per year	100.00
5.8 City Business Licenses	
Biennial	50.00

Section 6 Cemetery

If the family or estate of a deceased person is unable to pay burial or grave preparation fees established herein, and if no funding is available from a state, federal, or civic agency or other organization to pay these fees, the fees may be reduced or waived.

6.1 Burial / Grave Site Use Permit

6.1.1	Adult Grave Site	300.00
6.1.2	Child (up to five-foot casket) Grave Site <i>Half-size/infant grave sites are available only in specified areas of the cemetery. Location in other areas are charged at the adult rate.</i>	150.00
6.1.3	Cremains <i>Half-size grave sites for cremains are available only in specified areas of the cemetery. Location in other areas are charged at the adult rate.</i>	150.00
6.1.4	Reservation of Grave Site	300.00

6.2	Disinterment Permit	25.00
-----	---------------------------	-------

6.3 Grave Preparation

Requests for opening and closing of graves must be made at the City Clerk's office at least two working days prior to the time of burial. Opening and closing of a grave is not available on Sundays. Family members or others making arrangement for internment may open and close the grave themselves, or may contract independently with a third party to open and close the grave, in which case no charge will be made by the City for grave preparation, provided in all cases that such grave preparation is conducted in accordance with regulations and guidelines set by the City.

6.3.1	<i>During period when thawing of ground is not necessary</i>	
6.3.1.1	Adult	400.00
6.3.1.2	Child (up to five-foot casket) or cremains	150.00
6.3.2	<i>During period when thawing of the ground is necessary</i>	
6.3.2.1	Adult	550.00
6.3.2.2	Child (up to five-foot casket) or cremains	275.00

Section 7 Fire Department

7.1 Ambulance, per transport	
7.1.1 Basic life support-Non-emergency	400.00
7.1.2 Basic life support-emergency	500.00
7.1.3 Advanced life support 1-emergency	600.00
7.1.4 Advanced life support 2	800.00
7.1.5 plus, per mile return trip	15.00
7.2 Ambulance standby per hour, per company	
7.2.1 Standby for youth sporting events inside City limits	150.00
7.2.2 Ambulance standby inside city limits	350.00
7.3 Fire Marshal	
7.3.1 Re-inspection of Fire Code Violations	100.00 per inspection
(Two re-inspections or more for same code violation within 90 days)	
7.3.2 Hydrant flow test	350.00 per hydrant
(Request in addition to standard 5 year flow testing)	
7.3.3 New Install Fire Sprinkler Inspection	100.00 per inspection
7.3.4 New Install Fire Alarm Inspection	100.00 per inspection
7.4 Responses – per hour, per company/unit	
7.4.1 Fire Department response in unprotected areas	350.00
7.4.2 Rescue response	400.00 plus supply cost
7.4.3 Rescue response in restricted areas	1,000 plus supply cost
7.4.4 Hazardous Material/petroleum product spill	400.00 plus supply cost
7.4.5 Malicious False Alarms, when responsible individual is identified	350.00
7.4.6 Repeated false alarms not addressed by responsible party ..	350.00
7.4.7 Fire engine standby inside city limits	350.00
7.4.8 Confined space rescue standby inside city limits	500.00

Section 8 General Services

8.1	Audit and financial report (hard copy)	30.00
8.2	Budget printout, annual (hard copy)	30.00
8.3	Certification of City documents	5.00 + copy costs
8.4	Code of Ordinances (hard copy)	125.00
8.5	Code supplement, annual subscription (hard copy)	45.00
8.6	Copies, per page public	0.25
	<i>(see library and police headings for exception)</i>	
8.6.1	Copies per page, government and nonprofit	0.05
8.7	Copies, electronic (audio, video, CD, etc.)	10.00
8.8	Council meeting agenda, annual subscription (hard copy)	15.00
8.9	Council meeting minutes, annual subscription (hard copy)	50.00
8.10	Council meeting packet (hard copy)	20.00
8.11	Drug Testing, positive results	actual cost
	<i>(Any test authorized by KCC 5.40.310 which returns positive results for prescribed drugs.)</i>	
8.12	Encroachment permit	50.00
8.13	Exemption Card Replacement	5.00
8.14	Film permit, commercial	200.00
8.15	Lien, Filing or Release (sales tax/utilities)	50.00
8.16	Memorial bench dedication fee	1500.00
8.17	NSF or returned check	33.00
8.18	Sales Tax Returns	
8.18.1	Late filing fee per quarter	25.00
8.19	Real Property, Purchase or Lease	
8.19.1	Application	50.00
8.19.2	Renewal of lease	50.00
8.20	Verbatim transcript	actual cost

Section 9 Harbor/Shipyard

A day is defined as a calendar day, midnight to midnight or portion thereof.

9.1 Disposal

9.1.1	Drums, each 55 gallon	26.50
9.1.2	Containment boom, per foot, per day, plus labor	0.70
9.1.3	Sorbent pads and boom	cost + 10%
9.1.4	Petroleum products and bilge waste, per gallon	
9.1.4.1	Used oil	1.40
9.1.4.2	Oily bilge water, vessels under 400 gross tons	3.00
9.1.4.3	Oily bilge water, vessels over 400 gross tons	5.75
9.1.4.4	Testing and other necessary services	cost + 10%

9.2 Dry Storage

No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.

9.2.1	Daily, per square foot	0.05
9.2.2	Weekly, per square foot	0.16
9.2.3	Monthly, per square foot	0.52
9.2.4	Annual, per square foot	1.60
9.2.5	Impounded vessels: cost of labor, equipment, and storage	cost + 10%

9.3 Electric Service, temporary, per day

9.3.1	120-volt single-phase or actual kWh cost, whichever is greater	20.00
9.3.2	208-volt single-phase or actual kWh cost, whichever is greater	46.50
9.3.3	208-volt three-phase or actual kWh cost, whichever is greater	53.00
9.3.4	Electric cord rental, per day 30-amp 120-volt twist lock cords	10.00
9.3.5	Electric plug rental, per day	
	30-amp twist lock GFI to 20-amp straight blade	7.00
	208 single phase to 30-amp twist lock	13.50
	208 three phase to 208 single phase	20.00

9.4 Tidal Grid, per foot, per tide

2.70

9.5 Services and equipment rental

9.5.1	Backhoe/loader, with operator, per 1/2 hour	100.00
9.5.2	Fork Lift	
9.5.2.1	4-ton, with operator, per 1/2 hour	100.00
9.5.3	Labor and Materials	
9.5.3.1	City employees, straight time, per hour	86.00

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

9.5.3.2	City employees, overtime, per hour	129.00
9.5.3.3	Non-City labor and miscellaneous materials	cost + 10%

9.5.4 Pumps

9.5.4.1	Dewatering, electric, per day	40.00
9.5.4.2	Dewatering, electric, per week	156.00
9.5.4.3	Dewatering, electric, per month	397.00
9.5.4.4	Dewatering gasoline, per day	66.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	14.00
9.5.5	Tanker, used oil, with operator, per hour	172.00
9.5.6	Vessel, with operator, per hour	150.00

9.6 Dockage for commercial fishing vessels at piers and docks

(all other vessels charged per port tariff)

9.6.1	Vessels	80'	and	under	2.00
.....					
9.6.2	Vessels	81'	and	over	2.30
.....					

- *Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3.*
- *Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free when scheduled in advance. Dockage fees do not apply to the moorage ceiling.*

9.7 Moorage, exclusive, annual

- *Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length: Length x rate per linear foot.*
- *Length = length of vessel, including all fixed protuberances or length of slip, whichever is greater.*
- *Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.*
- *20% surcharge for vessels wider than 80% of the slip water space*
- *50% surcharge for vessels wider than 100% of the slip water space*

9.7.1	0 to 20 feet	39.74
9.7.2	21 to 30 feet	39.74
9.7.3	31 to 40 feet	39.74
9.7.4	41 to 60 feet	54.28
9.7.5	61 to 80 feet	80.74
9.7.6	81 to 100 feet	94.64
9.7.7	101 to 120 feet	108.54

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

9.7.8	121 to 150 feet	117.80
9.7.9	151 feet +	132.36
9.8	Moorage, open/daily	1/60 of
	<ul style="list-style-type: none"> • <i>Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached.</i> • <i>Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.</i> • <i>Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis.</i> 	the annual moorage rate
9.9	Parking	
9.9.1	Trailers at designated long-term parking areas	
9.9.1.1	Daily	7.00
9.9.1.2	Monthly	100.00
9.10	Gravel ramp use at SHH and SPH	
9.10.1	Aircraft, per launch or retrieval	100.00
9.10.2	Vessels under 76 feet in length, per foot, per tide	1.40
9.10.3	Vessels 76 feet and longer, per foot, per tide	2.00
9.10.4	Annual usage fee (must be paid in advance)	2,647.00
9.11	Waiting list, per year	33.00
9.12	Launch ramp	
	<i>Exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt.</i>	
9.12.1	Daily	10.00
9.12.2	Annual	132.50
9.13	Administrative fees	
9.13.1	Slip Transfer fee, per vessel	20.00
9.13.2	Account sent to collections	132.00
9.14	Vessel sewage disposal at Pier II per day <i>(Dockage charged separately)</i>	100.00
9.15	Harbor Shower Fee per time period	6.00
9.16	Crane Use Fee, per 15 minute period or portion thereof	25.00
9.17	Shipyard	
	• <i>Payment, without pre-approved credit, is 50% of the estimated yard fees</i>	

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

and is due before the lift; the remainder must be paid prior to launch.

- *Lifts taking more than four hours will be assessed extra labor and/or machine time.*
- *Dry dockage is assessed the entire time the vessel remains in the yard.*

9.17.1	Lift, Block, and Launch	
9.17.1.1	Vessels up to 80'	69.00/ft
9.17.1.2	81' to 100'	78.00/ft
9.17.1.3	101' to 120'	94.00/ft
9.17.1.4	121' to 150'	111.00/ft
9.17.1.5	151' and up	120.00/ft + 20% / ft
9.17.2	After hours surcharge	
9.17.2.1	Nonstandard Lift (operator and lift)	1,500.00/hr
9.17.2.2	Travel strap set up	T,M&E *+ 15%
9.17.2.3	Inspection Lift, includes 1 hour hang time free	75% of lift per launch
9.17.2.4	Hang Time (other than wash pad)	275.00 ea. addl. hour
9.17.2.4.1	Hang Time, on wash pad	200.00/hr
9.17.2.4.2	Hang Time, on heated wash pad	300.00/hr
9.17.5	Delay of Lift	250.00/half hour
9.17.6	Pressure Wash (and scrape if necessary)	T, M, & E*
9.17.7	Reposition	50% of lift / launch
9.17.8	Scheduling Deposit (credited to lift or forfeited if the vessel is late or no show)	750.00
9.17.9	Dry Dockage Space (lay day)	
9.17.9.1	1 to 30 days	2.20/ft/day
9.17.9.2	31 to 60 days	1.10/ft/day
9.17.9.3	61 days or greater	1.00/ft/day
9.17.10	On-site Storage	
9.17.10.1	Daily (first three days or portion thereof no charge)	0.05/ft/day
9.17.10.2	Minimum charge	15.00
9.17.11	Vendor <i>(Must be preapproved & have \$1 million liability coverage)</i>	
9.17.11.1	Annual vendor fee	500.00/yr
9.17.11.2	Per vessel vendor fee (one-time use)	250.00
9.17.12	Utilities (includes water)	
9.17.12.1	120v single-phase 30 amp or actual kWh cost, whichever is greater	18.50/day
9.17.12.2	208v single-phase 50 amp or actual kWh cost, whichever is greater	44.20/day
9.17.12.3	208v three-phase 100 amp or actual kWh cost,	

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

	whichever is greater	50.35/day
9.17.12.4	480v three-phase 100 amp or actual kWh cost, whichever is greater	70.00/day
9.17.13 Equipment Rental		
9.17.13.1	Fork lift	94.00/half hr
9.17.13.2	Man lift	94.00/half hr
9.17.13.3	Pressure Washer	250.00/day
9.17.13.4	Other	T, M, & E*
9.17.14	Environmental Tarp (ground tarp required for all bottom work)	Cost + 15%
9.17.15 Waste Disposal		
9.17.15.1	Used oil	1.30/gallon
9.17.15.2	Dumpster (5.5 yard)	110.00/tip
9.17.15.3	Non-Hazardous liquids, including oil bilge water	2.80/gallon
9.17.15.4	Hazardous	Cost + 15%
9.17.15.5	Other, e.g., metals and wood	Cost + 15%
9.17.16 Labor (Shipyard Services)		
9.17.16.1	Employee, straight time	90.00/hr
9.17.16.2	Employee, overtime	115.00/hr
9.17.16.3	Contract service provider (e.g., diver, lift operator, etc)	Cost + 15%
9.17.17	Environmental Surcharge	2.5% of gross
9.17.18	Other Fees and Services	Cost + 15%

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

Section 10 Laboratory

Appointments are required for all testing. Tests are performed on a time available basis. Certain tests can routinely be performed only during regular business hours, Monday through Thursday. If requested to be done at other times, charge is actual cost plus regular fee, if any.

10.1	Water bacterial analysis	
10.1.1	Colilert PA Total Coliform/E. Coli (SM 9223 B)	70.00
10.1.2	Total Coliform MF mEndo (SM 9222 B) (analysis not offered)	60.00
10.1.3	Fecal Coliform MF mFC (SM 9222 D)	100.00
10.1.4	Total Coliform/E. Coli Colilert MPN LT2 (SM 9223 B)	100.00
10.1.5	Heterotrophic Count SimPlate method (SM 9215 E)	100.00
10.1.6	Wastewater Enterococci MPN (D6503-19)	100.00
10.2	Biochemical Oxygen Demand (B.O.D.₅) analysis (SM 5210 B)	120.00
10.3	Miscellaneous laboratory tests	Actual cost + 10%
	<i>Note: The following list is an example of laboratory tests that may be available.</i>	
	Free or Total Chlorine Residual	
	TSS	
	ptt	
	Manganese	
	Nitrate	
	pH	
	Swimming pool/spa analysis	
	Total dissolved solids	
	Total suspended solids	
10.4	Yard salt	500.00/ton
10.5	Miscellaneous chemicals	Actual cost + 10 %

Section 11 Library Services

11.1	Library material, lost or destroyed	5.00
	Plus replacement cost	
11.2	Card replacement	5.00
11.3	Copy charge	
	11.3.1 Computer printed copy	
	11.3.1.1 Black and white computer printer copies	0.20
	11.3.1.2 Color computer printer copies	0.30
	11.3.2 Photocopy	
	11.3.2.1 Black and white	0.20
	11.3.2.2 Color	0.40
11.4	Facsimile (fax) charge for public use	
	11.4.1 To receive per page	1.00
	11.4.2 To send	
	11.4.2.1 First page	2.00
	11.4.2.2 Each additional page	1.00
11.5	11.5.1 Interlibrary loan per day	1.00
	11.5.2 Audio visual and electronic devices and accessories, per item per hour	1.00*
	<i>(*With a maximum of 10.00 per item)</i>	
11.6	Visitor library card annual fee	10.00
11.7	Multipurpose room rental fee	
	11.7.1 One-time use.....	75.00
	<i>(Use by individual or groups for a one-time use for fee-based training and/or certification, corporate development session, convention workshop, or social occasion)</i>	
	11.7.2 Series use	175.00
	<i>(Use by an individual or groups for a series of events or classes over a duration of time such as weekly, quarterly, seasonally, etc. for fee-based training and/or certifications, corporate development sessions, convention workshops, or social occasions)</i>	
11.8	Alaskana room rental fee	
	11.8.1 One-time use	25.00

(use by individual or groups for a one-time use for fee-based training and/or certification, corporate development session, convention workshop, or social occasion)

11.8.2 Series use..... 75.00

(use by an individual or groups for a series of events or classes over a duration of time such as weekly, quarterly, seasonally, etc. for fee-based training and/or certifications, corporate development sessions, convention workshops, or social occasions)

11.9 Craft room rental fee

11.9.1 One-time use 25.00

(use by individual or groups for a one-time use for fee-based training and/or certification, corporate development session, convention workshop, or social occasion)

11.9.2 Series use..... 75.00

(use by an individual or groups for a series of events or classes over a duration of time such as weekly, quarterly, seasonally, etc. for fee-based training and/or certifications, corporate development sessions, convention workshops or social occasions)

11.10 Teleconference service fee

11.10.1 In-state calls 10.00 per hr

11.10.2 Out-of-state calls 20.00 per hr

Section 12 Parks and Recreation

(Note: For activities including micro tournaments and clinics not listed, the Parks & Recreation Department will establish the activity/program fee. Youth includes ages 4-18; Adult 19-65; Senior 65+. Activity fees can be waived for parent volunteers for coaching and officiating. A sponsor can contribute to activity fees to reduce cost of person or group participants.) Promotional events may occur throughout the year that are not listed in the fee schedule when fees and events are approved by the City Manager.

12.1 City Organized Activities

12.1.1 Basketball	
12.1.1.1	Adult Recreation Basketball Class A & Open Per Season Per Team..... 450.00
12.1.1.2	Adult Tournament Basketball Class B & C Per Season Per Team . 350.00
12.1.1.3	Adult Recreation Basketball Half Season Per Team 250.00
12.1.1.4	Adult Recreation Basketball B&C (Student) Per Season Per Team 175.00
12.1.1.5	Adult Recreation Basketball Class A & Open Per Person 75.00
12.1.1.6	Adult Recreation Basketball Class B&C Per Person 75.00
12.1.1.7	Adult Recreation Basketball (Student/Tournament/Half Season) Per Person..... 50.00
12.1.1.8	Little Dribblers Per Season (6 weeks) Per Person 40.00
12.1.2 Volleyball	
12.1.2.1	Adult Recreation Volleyball Per Season Per Team 200.00
12.1.2.2	Adult Recreation Volleyball Half Season Per Team 100.00
12.1.2.3	Adult Recreation Volleyball (Student) Per Season Per Team 100.00
12.1.2.4	Adult Recreation Volleyball Per Person 40.00
12.1.2.5	Adult Recreation Women’s Volleyball Per Person 25.00
12.1.2.6	Adult Recreation Men’s Volleyball Per Person 25.00
12.1.3 Soccer	
12.1.3.1	Adult Recreation Soccer Per Person Per Team 200.00
12.1.3.2	Adult Recreation Soccer Per Person 25.00
12.1.3.3	Youth Soccer Per Season (6 weeks) Per Person 40.00
12.1.4 Races	
12.1.4.1	Per Race Per Adult 30.00
12.1.4.2	Per Race Per Youth/Senior 20.00
12.1.5 Summer Program	
12.1.5.1	Per Session (2 Week) Per Child 40.00

12.1.5.2 Half Session (1 Week) Per Child 25.00

12.1.6 Softball

12.1.6.1 Adult Recreation Softball Per Season Per Team 200.00

12.1.6.2 Adult Recreation Softball Per Person 25.00

12.2 City Facilities

12.2.1 Ice Rink

12.2.2.1 Per Session Per Adult 5.00

12.2.2.2 Per Session Per Student/Senior 2.00

12.2.2.3 Per Month Per Adult 45.00

12.2.2.4 Per Month Per Student 15.00

12.2.2.5 Per Season Per Adult 160.00

12.2.2.6 Per Season Per Student/Senior 55.00

12.2.2.7 Rental Per Hour 100.00

12.2.2.8 Dasher board sponsor 350.00

12.2.2 Swimming Pool

12.2.2.1 Per Session Per Adult 5.00

12.2.2.2 Per Session Per Youth/Senior 2.00

12.2.2.3 Per Month Per Adult 45.00

12.2.2.4 Per Month Per Student 15.00

12.2.2.5 Per Month Infant 8.00

12.2.2.6 10 Punch Per Adult 45.00

12.2.2.7 10 Punch Youth/Senior 15.00

12.2.2.8 10 Punch Infant 8.00

12.2.2.9 Per Year Per Adult 360.00

12.2.2.10 Per Year Youth/Senior 120.00

12.2.2.11 Infant – 3 years 1.00

12.2.2.12 Lessons Per Persons Per Session 40.00

12.2.2.13 Pool Rental 2 Hour Block & Cleaning Fee (2 guards) 200.00

12.2.2.14 Pool Rental 2 Hour Block & Cleaning Fee (3 guards) 250.00

12.2.2.15 Life Guard Certification Course 80.00

12.2.3 Teen Center

12.2.3.1 Racquetball Per Adult Per Session (1 hour) 5.00

12.2.3.2 Racquetball Per Student/Senior Per Session (1 hour) 2.00

12.2.3.3 Racquetball Per Month Per Adult 45.00

12.2.3.4 Racquetball Per Month Per Student 15.00

12.2.3.5 Racquetball Per Year Per Adult 360.00

12.2.3.6 Racquetball Per Year Per Student 120.00

12.2.3.7 Auditorium Per 4 Hour Block (Under 50 people) & Cleaning 125.00

12.2.3.8 Auditorium Per 4 Hour Block (Over 50 people) & Cleaning 225.00

12.2.3.9 Folding Table Rental (Cost is per table) 5.00

12.2.3.10	Folding Chair Rental (Cost is per chair)	2.00
12.2.4	East Addition Recreation Building	
12.2.4.1	Per Three Hour Block	100.00

Section 13 Police

13.1 Evidence Reproduction

13.1.1	Reproduction of video media	10.00
13.1.2	Reproduction of audio media	10.00
13.1.3	Photographic reprints, 35mm	actual cost + 10%
13.1.4	Photo copies, per page	1.00
13.1.5	Excessive police services (per KCC 8.98.020)	150.00

13.2 Protective Custody

13.2.1	First detention	150.00
13.2.2	Each succeeding detention	plus 50.00 per incident
13.3.3	<i>Ambulance usage</i>	see Sec. 7.1
13.3.4	Medical charges	actual cost
13.3.5	Law Enforcement Certification Fee, BATF Form 4 Applications	50.00

13.3 Vehicle Towing and Storage

13.3.1	Vehicle towing pursuant to Title 10	100.00 per day
13.3.2	Vehicle storage pursuant to Title 10	5.00 per day

Section 14 Utilities

	Inside City Limits	Outside City Limits
14.1 Connection to sewer or water system for all materials and labor used in making the connection		
14.1.1 Minimum deposit	1,100.00	1,100.00
14.2 Delinquency Fee on utility payments	35.00	35.00
14.3 Hydrant Use		
<i>Note: See KCC 2.12.190</i>		
14.4 Sanitary Sewer		
<i>Note: See also KCC 13.16.100, KCC 13.16.120, KCC 13.16.130, and KCC 13.16.170</i>		
14.3.1 Single-time permit (per 24-hour period)	35.00	35.00
14.3.2 Annual permit	300.00	300.00
14.3.3 Fire hose and associated appliances		
14.3.3.1 per 24-hour period	15.00	15.00
14.3.3.2 non-returned equipment	300.00	300.00
14.4.1 <i>For the purposes of this section, equivalent units are defined as follows:</i>		
14.4.1.1 Apartments, one unit per dwelling	100.22	120.14
14.4.1.2 Auditorium/Theater, one unit per 3,500 sq. ft. of floor area or fraction thereof	100.22	120.14
14.4.1.3 Bakery, one unit per 200 sq. ft. of patron area or fraction thereof	100.22	120.14
14.4.1.4 Bar, one unit per 200 sq. ft. of patron area or fraction thereof	100.22	120.14
14.4.1.5 Beauty Shops/Barber Shops/Animal Grooming		
14.4.1.5.1 One unit per facility/residence	100.22	120.14
14.4.1.5.2 ½ unit per operator chair/tub	50.12	60.06
14.4.1.6 Bed & Breakfast/Boarding House		
14.4.1.6.1 One unit per facility/residence	100.22	120.14
14.4.1.6.2 Plus, ½ unit per guest room	50.12	60.06
14.4.1.7 Churches, one unit per facility	100.22	120.14
14.4.1.8 Construction		
<i>One half the regular rate for the intended use of the building.</i>		
14.4.1.9 Day Care Facilities		
14.4.1.9.1 One unit per business/dwelling unit	100.22	120.14

City Fee Schedule

14.4.1.9.2	Plus, ¼ unit for each 5 persons or fraction thereof	25.05	30.05
14.4.1.10	Dining Facility/Café/Bakeries, one unit per 200 sq. ft. of patron area	100.22	120.14
14.4.1.11	Doctors Offices, Medical Clinics, Dental Offices, one unit per 6 employees or fraction thereof	100.22	120.14
14.4.1.12	Dry Cleaners, one unit per 6 employees or fraction thereof	100.22	120.14
14.4.1.13	Gas Station/Auto Repair Shop, two units per business	200.43	240.27
14.4.1.14	Hospital/Major Care Center, one unit per bed .	100.22	120.14
14.4.1.15	Hotel/Motel		
14.4.1.15.1	½ unit per guest room without cooking facilities	50.12	60.06
14.4.1.15.2	¾ unit per guest room with cooking facilities ...	75.15	90.11
14.4.1.16	Industrial, one unit per 6 employees or fraction thereof (includes seafood processors)	100.22	120.14
14.4.1.17	Laundries/Bath Houses, ¾ unit per washing machine	75.15	90.11
14.4.1.18	Meats or Produce Retail Stores one unit per 6 employees or fraction thereof	100.22	120.14
14.4.1.19	Museums, one unit per dwelling	100.22	120.14
14.4.1.20	Office/Retail, one unit per 6 employees or fraction thereof	100.22	120.14
14.4.1.21	Powerhouses, one unit per 6 employees or fraction thereof	100.22	120.14
14.4.1.22	Residential, one unit per dwelling unit	100.22	120.14
	<i>(No additional charge for home-based office/retail use.)</i>		
14.4.1.23	Rest Home, Long-Term Care, one unit per 2 beds or fraction thereof	100.22	120.14
14.4.1.24	Schools, one unit per 20 persons in daily attendance, including staff	100.22	120.14
14.4.1.25	Senior Citizens, ½ unit (primary residence)	50.12	60.06
14.4.1.26	Vacant rate for Sanitary Sewer, per month	50.12	60.06
	<i>(one half the regular rate for the intended use of the building)</i>		
14.4.1.26.1	Vacant rate noncompliance fee	311.23	311.23
14.4.1.27	Warehouse, one unit per 6 employees or fraction thereof	100.22	120.14

14.4.2	Dump fee <i>All dumping is to be in accordance with a license which must be obtained from the City of Kodiak prior to dumping waste into the City sewer system.</i>		
14.4.2.1	Disposal of domestic sewage sludge of not more than seven percent dry solids (7% DS) per gallon	0.51	0.49
14.4.2.2	Disposal fee per gallon of septic tank and portable toilet wastewater	0.37	0.35

14.5 Water Utility

Note: See also KCC 13.04.060(c), KCC 13.04.120, KCC 13.04.160, and KCC 13.08

14.5.1	<i>Metered water usage</i>		
14.5.1.1	Flat rate, per month		
14.5.1.1.2	1-inch to 2-inch meter	68.88	82.62
14.5.1.1.3	3-inch meter	141.09	169.31
14.5.1.1.4	4-inch meter	234.16	280.99
14.5.1.1.5	6-inch meter	466.83	560.20
14.5.1.1.6	8-inch meter	746.03	895.24
14.5.1.1.7	VFW/Landfill		181.76
14.5.2	<i>Metered rate, per 1,000 gallons</i>		
14.5.2.1	Commercial	2.47	2.96
14.5.2.2	Industrial	2.90	(no fee included in Res. 2016-17)
14.5.2.3	Wholesale	2.00	2.39
14.5.2.4	VFW/Landfill		1.39
14.5.3	<i>Unmetered water usage, per month</i>		
14.5.3.1	Apartments, per dwelling unit	49.78	59.83
14.5.3.2	Auditorium/Theater, per facility	55.23	66.26
14.5.3.3	Bakery, per business	55.23	66.26
14.5.3.4	Bars, per business	200.41	240.36
14.5.3.5	Beauty Shops/Barbershops/Animal Grooming		
14.5.3.5.1	Per business/per dwelling unit	55.23	66.26
14.5.3.5.2	Plus/per operator chair/tub	27.62	33.14
14.5.3.6	Bed & Breakfast Boarding House		
14.5.3.6.1	Per dwelling unit	55.23	66.26
14.5.3.6.2	Plus, per each guest room	27.62	33.14
14.5.3.7	Churches, per facility	55.23	66.26
14.5.3.8	Construction, ½ the regular rate for the intended use of the building		
14.5.3.9	Day Care Facilities		
14.5.3.9.1	Per business/dwelling unit	55.23	66.26
14.5.3.9.2	Plus, for each 5 persons or fraction thereof	13.81	16.57
14.5.3.10	Dining Facility/Café, per business	200.41	240.36

City Fee Schedule

14.5.3.11	Doctors Office, Medical Clinics, Dental Offices		
14.5.3.11.1	Per business	55.23	66.26
14.5.3.11.2	Plus, per exam room or dentist's chair	27.62	33.14
14.5.3.12	Dry Cleaners	200.41	240.36
14.5.3.13	Gas Stations/Auto Repair Shops	200.41	240.36
14.5.3.14	Hospital/Major Care Center, per bed, or applicable metered rate	55.23	66.26
14.5.3.15	Hotels/Motels		
14.5.3.15.1	Per guest room without cooking facilities	27.62	33.14
14.5.3.15.2	Per guest room with cooking facilities	41.48	49.67
14.5.3.16	Laundries and Bath Houses	345.38	414.47
14.5.3.17	Meats or Produce/Grocery Store, per business .	200.41	240.36
14.5.3.18	Museums	55.23	66.26
14.5.3.19	Office/Retail, per business	55.23	66.26
14.5.3.20	Powerhouses	345.38	414.47
14.5.3.21	Residential (no additional charge for home-based office/retail use)	55.23	66.26
14.5.3.22	Rest Home/Long-Term Care, per 2 beds or fraction thereof	55.23	66.26
14.5.3.23	Schools, per 20 persons in daily attendance, including staff, or metered rate	55.23	66.26
14.5.3.24	Senior Citizens (primary residence)	27.62	33.14
14.5.3.25	Vacant rate for water utility, per month		one half the regular rate for the intended use of the building
14.5.3.25.1	Vacant rate noncompliance fee	218.32	218.32
14.5.3.26	Warehouses	55.23	66.26

Resolution Table

This table lists resolutions from 1992 that have made changes to the Schedule of Fees, Charges, and Tariffs.

Res 1992-18 Amended fees for ambulance, animals, boat harbor, buildings and construction, business licenses and regulations, fire department, general services, public utilities, public works, and reproduction of City records	Res 1994-16 Amended Res 18-92 by amending various fees and charges, and adding clarifying language
Res1992-22 Corrected various clerical errors and omissions and amended Res18-92	Res 1994-21 Amended Res 18-92 by adding language clarifying the application of system development fees
Res 1992-34 Set fees for placing an individual in protective custody	Res 1994-40 Amended Res 18-92 by amending certain fees and charges for library and parks and recreation services
Res 1992-35 Amended Res 18-92 by changing the charges for water service	Res 1995-05 Amended Res 18-92 by amending municipal airport and system development fees
Res 1993-01 Amended Res 18-92 and set new fees and charges for certain permits, licenses, services, and benefits	Res 1996-01 Amended Res 18-92 by amending various fees and charges for city services
Res 1993-07 Adopting Tariff 11 for the port of Kodiak subject to the approval of the Federal Maritime Commission	Res 1996-04 Amended the fee for disposal of waste oil at Kodiak boat harbors
Res 1993-15 Amended Res 18-92 and set fee for outdoor dining permits	Res 1996-17 Amended the schedule of fees and charges for water and sewer utility services
Res 1993-21 Amended Res18-92 and set new fees and charges for water and sewer utility services	Res 1997-02 Amended the schedule of fees and charges for public utility services
Res 1993-34 Amended the tariff of rates and charges for taxicab services	Res 1997-24 Amended the schedule of fees and charges
Res 1993-42 Amended the tariff of rates and charges for taxicab services	Res 1997-34 Amended the schedule of fees and charges to recover costs of drug testing for chauffeur's licensees
Res 1993-43 Amended Res 18-92 and set new fees and charges for use of fire department equipment and for water utility services	Res 1998-07 Amended the schedule of fees and charges
Res 1993-45 Amended Res 18-92 and set new fees and charges for adoption of animals	Res 1998-09 Adopted Tariff 12 for the port of Kodiak
Res 1994-03 Amended Res 18-92 by amending various fees and charges, adding clarifying language, and adding charges for use of the municipal airport	Res 1998-15 Amended the schedule of fees and charges by the addition of a fee for a limousine service permit
	Res 1998-16 Established a tariff of rates and charges for limousine services
	Res 1998-18 Rescinded Res 98-9 and amended the port of Kodiak Tariff 11

City Fee Schedule Resolution Table

Res 1998-19	Amended the schedule of fees and charges	Res 2006-04	Amended Section 14, utilities (sewer), of the schedule of fees and charges and authorized implementation of a five-year rate structure
Res 1998-21	Amended the established tariff for limousine fares to allow a discount for military personnel, senior citizens, and service organizations	Res 2006-05	Amended the schedule of fees and charges
Res 1998-22	Amended the schedule of fees and charges by establishing maximum fees for various animal control items	Res 2006-06	Rescinded Res 98-18 and amended the port of Kodiak Tariff 11
Res 1999-05	Amended the schedule of fees and charges for ambulance service	Res 2007-16	Amended Section 14, utilities, delinquency fee, of the schedule of fees and charges
Res 1999-11	Amended the schedule of fees and charges relating to library fines and cemetery fees	Res 2008-16	Rescinded Res 04-4 and amended the tariff of rates and charges for taxicab services
Res 1999-23	Amended the schedule of fees and charges relating to wastewater treatment fees	Res 2009-14	Amended the schedule of fees and charges and tariffs (boat harbor)
Res 2000-14	Amended the schedule of fees and charges to establish a fee for septic tank waste disposal	Res 2011-06	Amended Sections 9,10, and 11 of the schedule of fees, charges, and tariffs
Res 2000-26	Adopted Tariff 1, establishing rules, regulations, and rates for electric service at Kodiak harbor facilities	Res 2011-11	Amended Section 5 of the schedule of fees, charges, and tariffs
Res 2001-20	Amended the schedule of fees and charges	Res 2011-32	Amended Section 14, utilities (water), of the schedule of fees and charges and authorizing implementation of a five-year rate structure
Res 2001-28	Amended the schedule of fees and charges (harbor)	Res 2011-33	Amended Section 14, utilities (sewer), of the schedule of fees and charges
Res 2002-04	Amended the schedule of fees and charges (fire and harbor)	Res 2011-35	Amended Section 14, utilities (water), of the schedule of fees and charges and authorizing implementation of a five-year rate structure, and repealed Res 2011-32
Res 2002-20	Amended the schedule of fees and charges for library services	Res 2011-36	Amended Section 14, utilities (sewer), of the schedule of fees and charges, and repealing Res 2011-33
Res 2003-05	Rescinded Res 42-93 and amended the taxicab tariff	Res 2013-05	Amended Sections 7, 12, and 13 of the schedule of fees and charges
Res 2004-04	Rescinded Res 03-5 and amended the taxicab tariff	Res 2013-06	Rescinded Res 08-16 and amended the taxicab tariff
Res 2004-08a	Amended Section 9, harbor fees, of the schedule of fees and charges and authorized implementation of a five-year rate structure		
Res 2004-09	Amended Tariff 1, establishing rules, regulations, and rates for electric service at Kodiak harbor facilities		

City Fee Schedule Resolution Table

Res 2013-09	Amended Section 9.16, shipyard, of the schedule of fees and charges	Res 2019-13	Amended section 14, utilities (sewer), of the schedule of fees, charges, and tariffs and authorized implementation of a five-year rate structure
Res 2014-20	Amended Sections 9.16, 11, and 12 of the schedule of fees, charges, and tariffs	Res 2020-13(SUB)	Authorized the Suspension and/or Modification of Section 14 (Utilities) of the Schedule of Fees, Charges, and Tariffs During a State-Declared Public Health Disaster and Emergency
Res 2014-22	Amended Section 14, utilities (sewer), of the schedule of fees, charges, and tariffs	Res 2020-15(SUB)	Amended Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks and Recreation) and Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs
Res 2014-26	Amended Section 14, utilities (sewer), of the schedule of fees, charges, and tariffs and authorized implementation of a five-year rate structure and repealed Res 2014-22	Res 2020-16	Amended Section 9 (Harbor) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 By Adopting Port of Kodiak Tariff No. 13
Res 2015-28	Adopted port of Kodiak Tariff 12 to replace port of Kodiak Tariff 11 subject to filing with the Federal Maritime Commission	Res 2020-22	Amended Section 9 (Harbor/ Shipyard Services) of the Schedule of Fees, Charges, and Tariffs
Res 2016-17	Amended Section 14, utilities (water), of the schedule of fees and charges and authorized implementation of a five-year rate structure	Res 2022-12	Amended Section 10 (Laboratory) of the Schedule of Fees, Charges, and Tariffs
Res 2016-19	Amended sections 8, 11, and 12 of the schedule of fees and charges	Res 2022-13	Amended Sections 5 (Business Licenses And Permits), and 8 (General Services) of the Schedule of Fees, Charges, and Tariffs
Res 2017-01	Amended section 9, Harbor Fees, of the Schedule of fees, charges, and tariffs and authorized implementation of a five-year rate structure	Res 2022-14	Amended Section 4 (Building and Construction) of the Schedule of Fees, Charges, and Tariffs
Res 2017-17	Amended sections 9, 10, and 12 of the schedule of fees and charges		
Res 2018-07	Amended Sections 9, and 12 of the schedule of fees and charges		
Res 2019-10(SUB)	Amended Section 8 <i>General Services</i> , Section 9 <i>Harbor</i> , Section 12 <i>Parks and Recreation</i> of the Schedule of fees, charges, and tariffs		
Res 2019-12	Amending Section 9, Harbor Fees to Reflect the Five-Year Rate Structure Adopted Per Resolution No. 2017-01		

APUC No.

Original
Canceling

Sheet No. 1

TARIFF NO. 1
(Authorized by Resolution No. 2000-26
Amended by Resolution No. 04-9)

CITY OF KODIAK
710 MILL BAY ROAD
KODIAK, ALASKA 99615

Providing electric service for:

St. Paul Harbor
St. Herman Harbor
City of Kodiak Waterways
Piers and Docks

Tariff Advice No.

Effective: November 11, 2000

By: _____

Title: City Manager

TABLE OF CONTENTS

MAP OF AUTHORIZED SERVICE AREA	4
RULES AND REGULATIONS	5
Section 1 -- General	
1.01 Means of Contacting Harbor	5
1.02 Tariff Adoption and Revisions	5
1.03 Conflicts	5
1.04 Customer Complaints	5
1.05 Definitions	5
Section 2 -- Nature of Services Offered	
2.01 General Description and Standard Voltages	7
2.02 Advance Payments Required	8
2.03 Provision of Service	8
2.04 Point of Delivery of Service	8
2.05 Establishment of Regular Service	8
Section 3 -- Types of Service	
3.01 Regular Services	9
3.02 Temporary Services	9
Section 4 -- Deposits	
4.01 Deposit Requirements and Amounts	10
4.02 Receipt for Deposits	10
4.03 N/A	
4.04 Deposit Refunds	10
4.05 General Provision for Refund of Deposits	11
4.06 Adjustment of Deposit Amounts	11
4.07 N/A	
Section 5 -- Billing and Collection Requirements	
5.01 Bills Based on Meter Readings	11
5.02 Monthly Billings	12
5.03 Bills Due	12
5.04 Past Due and Delinquent Bills	12
5.05 Application of Payments	12
5.06 Late Charge	12
5.07 Payment Places	12
5.08 Failure To Receive Bills	12
5.09 Non-sufficient Funds Checks	12
5.10 Payment in Advance	13

CITY OF KODIAK

Section 5 -- Billing and Collection Requirements (continued)	
5.11 Application by Two or More Individuals	13
5.12 Payment Responsibility When Disconnection Requested	13
5.13 N/A	
5.14 N/A	
5.15 Bills When There Are Meter Errors	13
5.16 Make-Up Bills	13
 Section 6 -- Disconnection of Service	
6.01 Causes for Disconnection Without Notice	14
6.02 Causes for Disconnection With Notice	14
6.03 General Policy for Notice of Disconnection	15
6.04 N/A	
6.05 N/A	
6.06 N/A	
6.07 Limitations on Harbor-Initiated Disconnections	15
6.08 Removal of Harbor Property	16
6.09 Restoration of Service After Disconnection	16
 Section 7 -- Technical Provisions and Standards of Service	
7.01 Meters	16
7.02 Protective Devices	17
7.03 Inspection	18
7.04 Addition of Load	18
7.05 Undesirable Load Characteristics	18
7.06 Unauthorized Attachments	18
7.07 Inside Wiring	19
 Section 8 Customer Requested Changes	
8.01 N/A	
8.02 N/A	
8.03 N/A	
8.04 N/A	
8.05 N/A	
8.06 Temporary Service	19
8.07 Customer Requested Changes to Meters or Service	
 Section 9 Not Applicable	19
 SCHEDULE OF NONRECURRING CHARGES	20
 RATE SCHEDULE/FEES & CHARGES	21

APUC No.

Original
Canceling

Sheet No. 4

CITY OF KODIAK

MAP OF AUTHORIZED SERVICE AREA

Tariff Advice No.

Effective: November 11, 2000

By: _____

Title: City Manager

 CITY OF KODIAK

RULES AND REGULATIONS

Section 1 -- General

This tariff contains the rules and rates of the CITY OF KODIAK'S HARBOR DEPARTMENT, from here forward called "the Harbor."

1.01 Means of contacting harbor

(a) The Harbor maintains a business office at the following location: **403 MARINE WAY KODIAK ALASKA 99615**. At this office customers may obtain service and rate information, make payments, submit applications for service, receive explanations of their bills, and inspect and obtain copies of the Harbor's tariff. The office is open for business during the following hours: Regular hours 8:00 a.m. to 5:00 p.m. After regular office hours a customer may contact a harbor representative on VHF 16 or 12.

(b) The following telephone number may be used after normal business hours to notify the Harbor of an emergency condition: Dial 911 or **486-8000 for the Kodiak Police Department**.

(c) The Harbor's business office telephone number is: **907/486-8080**

1.02 Tariff adoption and revisions

This tariff has been adopted by the City of Kodiak. To become effective, revisions must be approved by the Kodiak City Council.

1.03 Conflicts

If the tariff rules conflict with a rate schedule or special contract, the provisions of the rate schedule or special contract apply. If a rate schedule conflicts with a special contract, the provisions of the special contract apply.

1.04 Customer complaints

The Harbor will resolve customer complaints as quickly as possible. The Harbor will respond to the substance of each complaint or other customer correspondence within 10 working days of its receipt.

If the Harbor does not resolve a complaint to the customer's satisfaction, the customer may refer the matter to the Kodiak City Manager at 710 Mill Bay Road Kodiak, Alaska.

1.05 Definitions

 Tariff Advice No.

 Effective: November 11, 2000

By: _____

Title: City Manager

CITY OF KODIAK

The following terms, wherever used in this tariff, have the following meaning unless otherwise clearly stated.

APPLICANT: A person requesting electrical service from the Harbor.

BILLING PERIOD: An interval of about one month between successive meter reading dates (except for beginning or final billing periods).

CUSTOMER: Any individual, firm or organization purchasing electric service from the Harbor.

CUSTOMER CHARGE: A charge for having electric service available, which excludes the charges for any electricity used.

DELINQUENT: Past due amounts and associated finance and late charges that are not received by the Harbor within 30 days after the date the bill that is past due was rendered.

SECURITY DEPOSIT: Money paid by a customer and held until all the requirements for refund are met.

ELECTRIC SERVICE: The availability of electric energy at the point of delivery for use by the customer, regardless of whether the electric energy is actually used by the customer.

EXCLUSIVE VESSEL: A vessel that has an assigned moorage slip.

HOTBUNK: A transient vessel that is assigned temporary use of another vessel's exclusive slip.

LATE CHARGE: Interest levied on an account for which payment is past due or delinquent.

KEA: Kodiak Electric Association

KILOWATT (KW): A unit of power equal to 1,000 watts.

KILOWATT-HOUR (kWh): Electric energy equivalent to the amount of electric energy delivered in one hour at a constant rate of one kilowatt.

METER: A device that measures and registers electrical quantities.

METER TAMPERING: Changing a meter's registration of energy usage or demand by methods such as bypassing a meter, using magnets to slow the meter recording, or breaking the meter's seals.

MONTH: An interval of approximately thirty days between successive normal meter

CITY OF KODIAK

reading dates.

PAST DUE: Payment that has not been received by the Harbor within 30 days from the date the bill is rendered.

POINT OF DELIVERY: That location where the Harbor terminates its equipment or conductors and connects with the customer's equipment or conductors.

POWER PEDESTAL: Marine grade electric equipment mounted on dock or float provided by City with customer service panels which include metering, circuit breaker and/or disconnect switch and female receptacle for customer point of use.

RECORD FEE: A fee for establishment of a consumer account.

REGULAR SERVICE: Service for a boat slip with an electric pedestal.

RENDERED BILL: A bill for service that has been issued to a customer; unless personally delivered by the Harbor, a bill is rendered on the date it is postmarked.

SERVICE: The furnishing of electric energy to a given location; the conductors at secondary voltage required to furnish such energy.

SINGLE-PHASE SERVICE: Standard service using two energized wires and one neutral.

SLIP: A designated moorage space for a single vessel

TEMPORARY SERVICE: The provision of electric service to a moorage location which does not normally have electricity for a vessel.

THREE-PHASE SERVICE: A service using three energized wires and one neutral.

TERM VESSEL: A vessel that does not have an assigned moorage slip.

TRANSFER FEE: A fee charged when a customer request electrical service moved to a different slip.

VESSEL: A boat, motorboat, ship, waterborne aircraft, houseboat, float, scow, raft, pile driver or other floating structure or object used for recreational, commercial, or other purpose upon the waterway or moored at any place on the waterway.

Section 2 -- Nature of services offered

2.01 General description and standard voltages

CITY OF KODIAK

The Harbor provides 60 cycle (Hertz) alternating current, either single or three phase, depending upon available circuits and the customer's requirements. Standard voltages available are 120/208, 120/240, 208, and 240 depending upon available circuits. Other secondary voltages may be made available with prior Harbor approval.

2.02 Advance payments required

Customers must make payments for power service to a location not normally provided electrical service.

2.03 Provision of service

Unless otherwise provided in this tariff or by contract, the Harbor will construct, operate, and maintain all the facilities necessary to deliver electric service to the customer's point of use.

2.04 Point of delivery of service

The point of delivery of service is at the service lugs of a meter enclosure or other terminal box mounted directly on the power pedestal to which the Harbor's supply conductors are connected.

2.05 Establishment of regular service**(a) Charges for connection and reconnection**

The Harbor assesses connection and reconnection charges as reflected in the Schedule of Nonrecurring Charges.

(b) Conditions when facilities exist

The Harbor will establish service to existing facilities within two working days following a request by an applicant who has been accepted for service. "Existing facilities" means customer facilities ready and acceptable to the Harbor, where the Harbor needs only to install or read a meter, or turn on the service.

(c) Conditions when facilities do not exist

If the customer requests service but there is no power pedestal, the Harbor will attempt to establish permanent service within 30 days after receipt of application. If the harbor cannot establish service within this 30 day period, it will, within 15 working days after receipt of the application, advise the applicant in writing of the reason for the delay, any interim type of service that may be available, and an estimated date when the requested service will be available. (See Section 3)

CITY OF KODIAK

(d) Inability to meet scheduled date

If the Harbor finds that it is unable to meet a previously scheduled date for establishment of service, it will attempt to advise the customer in a timely manner of the revised date when service will be available.

(e) Complete listing of reasons for refusal to establish new service

(1) An applicant falsifies on an application for service any information that the Alaska Public Utilities Commission requires an applicant to submit under 3 AAC 52.410.

(2) An applicant has an outstanding amount past due for Harbor service and has not made arrangements acceptable to the Harbor for payment of the outstanding balance.

(3) A condition exists or would exist upon establishment of service at the service location which the Harbor believes is unsafe or hazardous to the applicant, a member of the public, the Harbor's personnel or facilities, or the integrity of the Harbor's energy delivery system.

(4) An applicant is required under the provisions of Section 4 of this tariff to make a deposit with the Harbor and fails to provide the Harbor with that deposit.

(5) Not Applicable

(6) Not Applicable

Section 3 -- Types of Service

3.01 Regular Service

(1) Regular service installations are defined in Section 1 (Definitions). At vessel moorage slips with UL approved marine grade power pedestals.

(2) All facilities must be designed and installed in accordance with applicable codes, standards, and practices of the industry for the class of service provided. The equipment will be mounted on an electrical pedestal on a regular non-moveable foundation. The Harbor reserves the right of final determination of whether a service will be classified as regular.

3.02 Temporary service

(1) Temporary service installations are defined in Section 1.05 (Definitions). Charges for construction of temporary facilities will be based on the policies set out in Section 8 of this tariff.

CITY OF KODIAK

(2) Where the duration of temporary service is to be less than one month, the applicant will be required to advance a sum of money equal to the estimated bill for service. Where the duration of temporary service is to be more than one month, the applicant must meet the deposit requirements set out in Section 4 (Deposits).

(3) If during the term of the temporary service, the character of a temporary customer's operations changes or it appears that the duration of the service may be substantially longer than stated in the application, the Harbor will re-classify the service as regular and will apply the deposit as outlined in this tariff.

(4) The Harbor will not allow a temporary service connection to continue longer than 3 months unless for good cause shown. The Harbor has approved an extension of time for temporary service or unless application for regular service has been made by the customer.

(5) The installation and equipment must comply with applicable technical and safety standards, practices, and codes to protect the customer, the general public, and the Harbor's employees. Such codes include the National Electric Code, the National Electric Safety Code, and applicable requirements of the State of Alaska and its political subdivisions in which the Harbor operates.

Section 4 -- Deposits

4.01 Security deposit requirements and amounts

The Harbor will require a separate deposit for every point of delivery. The amount of the deposit is shown on Sheet 26.

4.02 Receipt for deposits

The Harbor will issue the applicant a written receipt for the deposit and provide the applicant with a copy of this section (Section 4) of its tariff.

4.03 Not applicable

4.04 Deposit refunds

The Harbor will refund a deposit for exclusive electric service within 90 days of the date an applicant meets either of the following requirements:

- (1) The applicant has previously established a good payment record with the harbor; or
- (2) The applicant provides a letter or other written verification from the electric utility that last provided comparable service to the applicant stating that the applicant was not

CITY OF KODIAK

delinquent in payment for the last 12 consecutive months of service at the prior location.

4.05 General provision for refund of deposits

(a) The Harbor will not require a customer to produce a deposit receipt in order to receive a refund of the deposit that is reflected on the harbor's books.

(b) For deposits not returned earlier under the provisions of Section 4.04, the Harbor will refund deposits within 30 days after the earlier of the date

(1) The customer completes 12 months of continuous exclusive service during which the customer was not past due in payment, has not been delinquent in the last six months, and is not past due at the end of the 12 months; or

(2) The customer terminates service. In this case the deposit amount refunded will be the amount which exceeds any balance due the Harbor.

4.06 Adjustment of deposit amounts

The Harbor will institute or adjust a deposit for an established customer who becomes delinquent in payment. The amount of any new deposit required will be consistent with the above provisions.

Section 5 -- Billing and Collection Requirements**5.01 Bills based on meter readings**

(a) Except as provided in Section 7.01, charges for energy will be based on the readings of meters installed by the Harbor and read monthly by the Harbor. The Harbor will separately bill for each meter at a customer's location. Readings from two or more meters will not be combined.

(b) It is the Harbor's goal to read every meter monthly. Only when severe weather conditions prevent the meter reading or other circumstances make it dangerous or not feasible it may be delayed.

(c) If the Harbor is unable to read a meter during the scheduled meter reading cycle, consumption will be estimated based upon the customer's usage during the same month of the previous year or the amount of usage during the preceding month or months. Every estimated billing will contain a statement that the billing is based on an estimated meter reading.

CITY OF KODIAK

5.02 Monthly billings

The Harbor will bill monthly for services rendered. Charges for service shall commence when the service is installed and energized.

5.03 Bills due

Bills are due and payable on the date rendered. Unless personally delivered by the Harbor, a bill is rendered on the billing date.

5.04 Past due and delinquent bills

A bill will be considered past due if not paid within 25 days after the date rendered. A bill will be considered delinquent if not paid within 40 days after the date rendered.

5.05 Application of payments

Unless otherwise agreed to by both the customer and the Harbor, payments will be applied to amounts owed in the same order as the amounts became due.

5.06 Late charge

The Harbor will impose a late charge of 1% of the past due amount until the amount is paid in full.

5.07 Payment places

Customers may pay their bills for electric service in person at the Harbor office or by mail.

5.08 Failure to receive bills

Failure to receive a bill that has been properly addressed and mailed to the customer does not prevent the bill from becoming past due or delinquent or excuse the customer's responsibility for payment. If a customer does not receive a monthly bill at the time of the month the customer normally receives a bill, the customer should immediately notify the Harbor.

5.09 Non-sufficient funds checks

A customer who tenders a non-sufficient funds check is still obligated to pay the Harbor under the original terms of the bill. A fee as set forth in the Schedule of Nonrecurring Charges for additional costs incurred by the Harbor will be charged for all dishonored checks. Any person who has tendered two (2) dishonored checks to the harbor within a twelve-month period may be denied the privilege of paying by personal check.

 CITY OF KODIAK

5.10 Payment in advance

Customers may pay the Harbor more than the amount due; the Harbor will accept such payments and show the payment as a credit on the next bill.

5.11 Application by two or more individuals

If a single application for service is made by two or more individuals together, the Harbor may collect the full amount owed from any one of the applicants.

5.12 Payment responsibility when disconnection requested

If a customer requests the Harbor to disconnect service, the customer is still responsible for all services up to the later of the requested disconnection date or three working days after the customer places the request.

5.13 Not Applicable**5.14 Not Applicable****5.15 Bills when there are meter errors****(a) Meter errors involving over-registration**

If a meter in service is tested and found to have over-registered the amount of power delivered by more than two percent, the Harbor will recalculate the bills for service from the known date of error and will make a refund or credit for the entire over-registered amount if it exceeds \$5. If the beginning date of error is unknown, the Harbor will refund or credit the most recent customer of record for the billed error for the period since the meter was last tested, not to exceed six months, or the period during which the most recent customer of record received service through the meter, whichever period is less.

(b) Meter errors involving under-registration

If the meter is tested and found to have under-registered the amount of energy or power delivered, the Harbor will not charge the customer for the under billings unless there is evidence of meter tampering by the customer.

5.16 Make-up bills**(a) This provision applies to bills that fall into the following categories:**

(1) Service inadvertently not billed as a result of a Harbor billing error; or

CITY OF KODIAK

- (2) Service that was not billed as a result of an estimated billing.
- (b) Make-up bills are subject to the following restrictions.
- (1) The initial make-up bill must be issued within six months after provision of the previously unbilled service.
- (2) The period for payment of the make-up bill may, at the option of the customer, extend at least as long as the period during which the excess amount accrued.

Section 6 -- Disconnection of Service**6.01 Causes for disconnection without notice**

The Harbor will disconnect service to a customer without advance written notice for any of the following reasons:

- (1) An immediate hazard exists which threatens the safety or health of the customer or the general population or the Harbor's personnel or facilities.
- (2) The Harbor has evidence of meter tampering or fraud by the customers.
- (3) A customer has failed to comply with curtailment procedures imposed by the Harbor during emergency supply shortages.
- (4) A customer resells electric service.
- (5) When an a transient vessel in hotbunk status requests electricity in a slip assigned to an exclusive vessel that is out of town for an extended period of time. Note: When the exclusive vessel re-occupies the slip, services will be restored at no cost to the exclusive vessel.

6.02 Causes for disconnection with notice

The Harbor will commence disconnection procedures in accordance with the notice procedures in Section 6.03 for any of the following reasons.

- (1) A customer has failed to pay for harbor service within 40 days after initial rendering of the bill and the customer has not entered into a deferred payment agreement with the Harbor.
- (2) A customer has failed to meet or maintain the Harbor's deposit requirements.
- (3) A customer has breached a deferred payment agreement.

CITY OF KODIAK

(4) A customer has knowingly and continually failed to provide the Harbor with reasonable access to its meter, equipment, or property.

(5) A customer has breached a special contract between the Harbor and the customer for electric service.

(6) Disconnection is required in order for the Harbor to comply with an order or regulation of a governmental agency with proper jurisdiction.

6.03 General policy for notice of disconnection

(a) This provision does not apply to customers being disconnected without notice.

(b) At least 10 days before the scheduled date of disconnection, the Harbor will mail or deliver to the customer a written notice of intent to disconnect service to the address on file with the Harbor. The disconnection notice form will contain all the information required by 3 AAC 52.450(c)(1).

(c) Three working days prior to disconnection, the Harbor will post a notice on the electrical pedestal about to be disconnected and make reasonable attempts to contact the customer by telephone. The Harbor will keep records of all attempted and completed telephone contacts showing at least the time, the person making the attempt, and the outcome. The Shut-Off Notice or completed telephone call will provide the customer with information required by 3 AAC 52.450(c)(3).

(d) Not applicable

6.04 Not applicable**6.05 Not applicable****6.06 Not applicable****6.07 Limitations on harbor-initiated disconnections**

(a) Time period limitations

Within 3 days after the date specified on a Shut-Off Notice, the Harbor may, without further notice, disconnect service to a customer.

(b) Limitations on reasons for disconnection

(1) The Harbor will not disconnect service to a customer for delinquency in payment for services rendered to a prior customer except where the prior customer continues to moor

CITY OF KODIAK

in the slip.

(2) The Harbor will not disconnect service to a customer for nonpayment of a bill related to another service at a different service location.

(3) The Harbor will not disconnect service to a customer for failure to pay a disputed amount due on a delinquent account if the customer complies with the rules on customer bill disputes and the dispute remains under investigation by the Harbor or the Alaska Public Utilities Commission. However, the Harbor may proceed to disconnect service in accordance with the above provisions if a customer fails to pay any undisputed amounts.

(4) The Harbor will not disconnect service if the customer is unable to pay the full delinquent amount due, and is in compliance with a signed deferred payment agreement.

6.08 Removal of harbor property

The Harbor may remove any or all of its installed property, upon disconnection of service.

6.09 Restoration of service after disconnection

The Harbor will restore service within three working days after correction of the conditions that resulted in the disconnection.

Section 7 -- Technical Provisions and Standards of Service

7.01 Meters

(a) Metering required

The quantity of a customer's electrical energy and/or demand shall be determined by the registration of the electric meters provided by the Harbor, except that:

(1) Where the load is such that the amount of electrical energy consumed is fixed by the type of service, the Harbor may elect not to meter the service and to bill the customer a fixed amount as determined by the charges under the Schedule of Nonrecurring Charges.

(2) Where temporary service is rendered under conditions making metering impractical, the amount of energy consumed may be estimated and billed accordingly.

(b) Meter locations

The Harbor positions the meters so that it is readily and safely accessible to the Harbor

 CITY OF KODIAK

for reading, testing, and inspection and causes the least interference and inconvenience to the customer.

(c) Meter testing

At the request of the customer the Harbor will test any meter if the customer agrees to pay the meter testing charge shown in the Schedule of Nonrecurring Charges under the conditions described below.

(1) If the meter is found to over- or under-register by more than two percent and there is no evidence of meter or electric service tampering by the customer, the Harbor will not charge the customer for the meter test.

(2) Otherwise, the Harbor will charge the customer for any meter test performed at the request of the customer. Meter testing charges are shown in the Schedule of Nonrecurring Charges.

7.02 Protective devices

It is the customer's responsibility to provide suitable protective devices for the customer's equipment. If three-phase equipment is installed, it is the customer's responsibility to protect such equipment against single-phase operation and under-voltage and over-voltage conditions. Minimum protective devices considered necessary for motor protection are:

(a) Line Starting Protection--Any motor which, in starting, might be damaged by the full line voltage requires some type of protective device to disconnect it from the line during interruptions in service, thus protecting the motor when service is restored. Such a device should also be equipped with a time delay mechanism so that the motor will not be disconnected by momentary fluctuations in voltage.

(b) Overload Protection--Since the intense heat caused by overload may seriously damage the motor, the customer should install a device that will disconnect the motor if overload occurs. Fuses, thermal relays, or circuit breakers which are specifically designed to operate when excessive current occurs are the devices used for this purpose. Where the customer receives three-phase service, such protective devices should be connected in all phases.

(c) Single-Phasing Protection--Where the customer receives three-phase service, a relay should be installed which will disconnect the motor from the lines in the event one phase of the line becomes open.

(d) Reverse-Phasing Protection--For three-phase installations the customer should install relays which will disconnect the motor from the line in the event of phase reversal.

CITY OF KODIAK

7.03 Inspection

The customer is responsible for installing and maintaining his/her electrical wiring and equipment in accordance with applicable local, state, and national electric and building codes.

7.04 Addition of load

Any customer shall give the Harbor reasonable notice, in writing, of any plans to increase a given load past the capacity of the Harbor's equipment installed. If the additional load damages the Harbor's equipment, the customer is liable for such damages and repairs or replacement of damaged equipment.

7.05 Undesirable load characteristics

(a) New service

The Harbor may refuse to establish new service if a condition exists or would exist upon establishment of service which the Harbor believes is unsafe or hazardous to the applicant, a member of the public, the Harbor's personnel or facilities, or the integrity of the Harbor's energy delivery system.

(b) Established service

(1) Disconnection without written notice

The Harbor may disconnect service to a customer without advance written notice if the customer's load causes any of the conditions described in Section 7.04.

(2) Disconnection with written notice

In less serious situations, the Harbor will disconnect service only after delivery of a shut-off notice to the customer's service location specifying the problem and scheduling disconnection 10 days later if the customer has not corrected the situation or otherwise adequately responded to the shut-off notice. Where immediate correction is not possible, the customer's response must include arrangements made for repair or replacement of equipment. A completion date will then be established, and the disconnection will be postponed until the day following the agreed-upon completion date.

7.06 Unauthorized attachments

Before an individual or firm attaches any equipment or material to any Harbor property

CITY OF KODIAK

(including pedestals, guy wires, equipment, or structures), the individual or firm must receive written permission from the Harbor. **Any unauthorized attachment is subject to removal at any time without notice.**

7.07 Inside wiring

Customers are responsible for the breaker, plug and wiring to their vessel from the service entrance and meter socket equipment.

Section 8 – Customer requested services

8.01 Not applicable

8.02 Not applicable

8.03 Not applicable

8.04 Not applicable

8.05 Not applicable

8.06 Temporary service

If an applicant requests that the Harbor construct facilities for the provision of temporary service, the applicant must pay the Harbor the estimated costs of installing and removing the facilities necessary to furnish the desired service. See Schedule of Nonrecurring Charges Sheet 28.

8.07 Customer requested changes to meters or service

- (a) If a customer request that the Harbor change the meter or service to accommodate the customer, the customer must pay the Harbor for all costs incurred.
- (b) Before the Harbor commences to make the requested change(s), the Harbor will provide the customer with an estimate of the costs.
- (c) If the actual costs of changing the meter or service are less than the estimated costs, the Harbor will refund the difference to the customer. If actual costs exceed the estimated costs, the customer will be billed for the difference.

SECTION 9.0 Not applicable

CITY OF KODIAK

SCHEDULE OF NONRECURRING CHARGES

<u>Description</u>	<u>Charge</u>	<u>Related Rule(s)</u>
Connection or reconnection of service	\$ 20.00	Sec. 2.05
Re-connect service (after disconnect for delinquent account)	\$ 50.00	Sec. 6
Record fee	\$ 15.00	
Transfer/Disconnect fee	\$ 20.00	
Security deposit:		
Single phase	\$ 100.00	Sec 4.01
Three phase	\$ 300.00	Sec. 4.01
Dishonored check fee	\$ 25.00	Sec. 5.09
Late charge	1% of unpaid balance	Sec. 5.06
Meter testing charge	\$ 50.00	Sec. 7
Tampering w/meter seal	\$ 100.00	Sec. 6
Meter re-sealing fee	\$ 100.00	
Modification of existing facilities		
Customer request	Time & Material	Sec. 8
Repair to customer facility		
Customer request	Time & Material	Sec. 8
Service Call (unwarranted)		
During office hours	\$ 50.00	
After office hours	\$200.00	
Temporary service connection	Time & Material	Sec. 8

NOTE: While some specific nonrecurring charges are shown on this sheet, certain tariff rules call for customers to pay the actual costs incurred for the services they request.

CITY OF KODIAK

RATE SCHEDULE #
SCHEDULE OF FEES AND CHARGES

AVAILABILITY

Available to harbor customers with vessels moored at City of Kodiak docks and floats.

TYPE OF SERVICE: (where available)

Single phase 120 volt 30 amp
Single phase 208 volt 50 amp
Three phase 208 volt 100 amp

RATES

Customer Charge:

Single Phase 120 volt \$ 15.00 per month or any portion thereof

Single Phase 208 volt \$ 30.00 per month or any portion thereof

Three Phase 208 volt \$ 45.00 per month or any portion thereof

Where metering is not available:

120 Volt \$ 10.00 daily or any portion thereof

Single-Phase 208 Volt \$ 30.00 daily or any portion thereof

Three-Phase 208 volt \$ 35.00 daily or any portion thereof

Energy Charge: 14.98 cents per kWh

Cost of Power Adjustment:

Same rate as Kodiak electric Association; as of April 1, 2000, COPA is

2.30 cents per kWh.

Capital Credits:

Harbor customers, who purchase power on the floats and docks, are customers of the City, not KEA. Therefore, any capital credits from KEA will be the property of the harbor enterprise fund.

Power Cost Equalization:

Not applicable.

Energy charge will be the same as Kodiak Electric Association (KEA) commercial user rate plus other adjustments charged by KEA, if applicable.

CITY OF KODIAK

COST OF POWER ADJUSTMENT

Is the same rate as Kodiak Electric's Association COPA rate.

POWER COST EQUALIZATION

Not applicable.

PORT OF KODIAK

TERMINALS TARIFF NO. 13

(Cancels and replaces Terminals Tariff No. 12)

ITEM 1

.....TITLE PAGE

NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

Naming: Rules, Regulations and Rates for

Wharfage, Loading and Unloading, Wharf Demurrage, Handling, Service and Facilities Charge, Dockage and Other Services at:

The Port of Kodiak Municipal Terminals located at Kodiak, Alaska

ISSUING AGENT:

Monte Anderson, Port and Harbor Interim Director
Telephone (907) 486-8080
FAX (907) 486-8090
E-mail manderson@city.kodiak.ak.us

Issued by:
City of Kodiak City Council
710 Mill Bay Road
Kodiak, Alaska 99615

ITEM 2
TABLE OF CONTENTS

SUBJECT

	ITEM
<u>Title Page and Issuing Agent.....</u>	<u>1</u>
<u>Table of Contents</u>	<u>2</u>
<u>General Index</u>	<u>3</u>
<u>Abbreviations</u>	<u>4</u>
<u>Metric Conversions</u>	<u>5</u>
<u>Commodity Index</u>	<u>6</u>

	SECTION
<u>General Rules and Regulations</u>	<u>Section 1</u>
<u>Commodity Rules, Explanations and Rates</u>	<u>Section 2</u>
<u>Miscellaneous Charges</u>	<u>Section 3</u>

ITEM 3
GENERAL INDEX

ITEM

SECTION ONE – GENERAL RULES AND REGULATIONS

<u>Limits of Liability</u>	<u>100</u>
<u>Application of Tariff</u>	<u>101</u>
<u>Notice to Public</u>	<u>101(A)</u>
<u>Use of Facilities, Deemed Acceptance</u>	<u>101(B)</u>
<u>Rates Subject to Change</u>	<u>101(C)</u>
<u>Tariff Effective</u>	<u>101(D)</u>
<u>Liability for Damage</u>	<u>101(E)</u>
<u>Rights of Operation and Agreement Reserved</u>	<u>102</u>
<u>Rights of Agreement Reserved</u>	<u>102(A)</u>
<u>Labor Emergency</u>	<u>102(B)</u>
<u>Responsibility</u>	<u>103</u>
<u>Responsibility for Loss, Damage or Delays</u>	<u>103(A)</u>
<u>Liability for Damages and/or Injury</u>	<u>103(B)</u>
<u>Due Diligence</u>	<u>103(C)</u>
<u>Shippers Requests and Complaints</u>	<u>104</u>
<u>Acceptance, Retention and Delivery of Freight</u>	<u>105</u>
<u>Right to Refuse Freight</u>	<u>105(A)</u>
<u>Right to Remove, Repile, Transfer or Warehouse Freight</u>	<u>105(B)</u>
<u>Right to Withhold Delivery of Freight</u>	<u>105(C)</u>
<u>Right to Sell Freight</u>	<u>105(D)</u>
<u>Explosives and Inflammables</u>	<u>105(E)</u>
<u>Freight Owner’s Risk</u>	<u>105(F)</u>
<u>Receipt or Delivery of Freight During Other Than Regular Working Hours</u>	<u>106</u>

[Collection and Guarantee of Charges and Vessel Berth Reservation107](#)
[Application for Vessel Berth Reservation107\(A\)](#)
[Supplement to Application for Vessel Berth Reservation107\(B\)](#)
[Conditions of Vessel Berth Reservation107\(C\)](#)
[Demurrage, Delays and Waiver of Charges108](#)
[Demurrage – Transports or Vessels108\(A\)](#)
[Delays, Waiver of Charges108\(B\)](#)
[Berth Assignments109](#)
[Vessels Required to Obtain Assignments109\(A\)](#)
[Berth Assignments Conditional109\(B\)](#)
[Vessels Required to Move110](#)
[Orders to Vacate Berth110\(A\)](#)
[Manifests Required of Vessels111](#)
[Application of Rates112](#)
[General Application of Rates112\(A\)](#)

Specific Commodity Rates Prevail.....	112(B)
Classification of Traffic.....	113
Coastwise Traffic.....	113(A)
Inter-Coastal Trade.....	113(B)
Inter-Alaskan Trade.....	113(C)
Foreign and Non-Contiguous Traffic.....	113(D)
Insurance.....	114
Port Facilities.....	115
Stevedore Access to and Operations on Property of the Port.....	116
Agreements.....	116(A)
Care in the Performance of Operations.....	116(B)
Compliance with Fire and Safety Precautions.....	116(C)
Stevedore and Port Independent Contractors.....	116(D)
Stevedore Shall Insure Efficient and Expeditious Vessel Work.....	116(E)
Stevedore Warranty.....	116(F)
Indemnity.....	116(G)
Insurance.....	116(H)
Stevedore Responsibility.....	116(I)
Equipment Provided by Stevedores.....	117
Vessel Oily Waste or Garbage Disposal.....	118
Storage, Staging and Assembling of Non-Cargo Equipment and Materials....	119

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES

Wharfage.....	201
Wharfage Defined.....	201(A)
Wharfage on Direct Transfer Freight.....	201(B)
Exceptions.....	201(C)
Loading and Unloading.....	202
Loading and Unloading Defined.....	202(A)
Handling.....	203
Handling Defined.....	203(A)
Wharf Demurrage.....	204
Wharf Demurrage Defined.....	204(A)
Computing Wharf Demurrage.....	204(B)
Wharf Demurrage Rates.....	205
Free Time.....	206
Free Time Defined.....	206(A)
Computing Free Time Exclusions.....	206(B)
Extent of Free Time by Traffic Classifications.....	206(C)
Commodities Allowed No Free Time.....	206(D)
Wharfage Rates.....	207
Minimum Wharfage.....	207(A)

SECTION THREE – MISCELLANEOUS CHARGES

Dockage Rules.....	301
Dockage Defined.....	301(A)
Dockage Period.....	301(B)
Basis for Computing Charges.....	301(C)
Control of Vessels Not Loading or Discharging.....	301(D)
Vessels on Lay Status.....	301(E)

Free Dockage	301(F)
Dockage and Barge Mooring Rates.....	302
Dockage Rates	302(A)
Fishing Vessel and Local Freight Craft Mooring Rates	302(B)
Fresh Water for Vessels	303
Repairs of Damages and Alterations	304
Passenger Vessel Fee.....	305
Tonnage Fee	305(A)
Lightering Fee	305(B)
Security Fee.....	306

ITEM 4
ABBREVIATIONS

\$	Dollars
%	Per Centum
BBL	Barrel
BM	Board Measure
Cu. Ft.	Cubic Foot or Feet
Cu. T.	Cubic Ton (40 Cu. Ft.)
FMC	Federal Maritime Commission
ft.	Foot
Hdlg.	Handling
KD	Knock Down
Lbs.	Pounds
Ldg.	Loading
LOA	Length-over-all
M	Thousand
Meas.	Measurement
Misc.	Miscellaneous
NOS	Not Otherwise Specified
Sec.	Section
Stor.	Storage
SU	Set Up
Sq. Ft.	Square Foot
Unl.	Unloading
Viz.	Specifically
Wfg.	Wharfage
Wt.	Weight

Reference Marks	
ABB/ REF	Explanation
[A]	Addition/New
[C]	Change
[D]	Cancel/Eliminated
[I]	Increase
[NC]	No Change
[R]	Reduction/Decrease
%	Percent

ITEM 5
METRIC CONVERSIONS

Metric Conversion factors to be employed in determination of charges assessed under this tariff are as follows:

<u>Measure</u>	<u>Metric Equivalent</u>
1 lb.	0.4536 Kilogram
1 Ton of 2000 lbs.	907.2 Kilogram
1 Inch	2.54 Centimeter
1 Foot	0.3048 Meters
1 Yard	0.9144 Meters
1 Cubic Foot	0.02272 Cubic Meters
40 Cubic Feet	113.27 Cubic Meters

<u>Measure</u>	<u>English Equivalent</u>
1 Kilogram	2.2046 lbs.
1000 Kilograms	2204.6 lbs. or 1.1023 Short Tons
1 Centimeter	0.3937 inches
1 Meter	39.37 inches
1 Cubic Meter	35.314 Cubic Feet

Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (ft. BM in thousands)	MFBMs by 2.36
MFBMs (ft. BM in thousands)	Cubic Meters	Cubic Meters by 0.424

ITEM 6
COMMODITY INDEX

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

ITEM

A

No commodities listed

B

No commodities listed

C

No commodities listed

D

No commodities listed

E

No commodities listed

F

No commodities listed

G

[General Cargo NOS - Wharfage.....210](#)

H

[Hazardous – Contaminated Materials - Wharfage212](#)

I

No commodities listed

J

No commodities listed

K

No commodities listed

L

No commodities listed

M

No commodities listed

N

No commodities listed

O

No commodities listed

P

[Petroleum Products, Inbound - Wharfage213](#)

[Petroleum Products, Outbound - Wharfage214](#)

Q

No commodities listed

R

[Rock - Wharfage.....211](#)

S

No commodities listed

T

No commodities listed

U

No commodities listed

V

No commodities listed

W

No commodities listed

X

No commodities listed

Y

No commodities listed

Z

No commodities listed

Return to top of [COMMODITY INDEX](#)

SECTION ONE – GENERAL RULES AND REGULATIONS**ITEM 100 [A]**
LIMITS OF LIABILITY

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

ITEM 101 [A]
APPLICATION OF TARIFF**(A) NOTICE TO PUBLIC**

This tariff is published and filed as required by law and is, therefore, notice that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

(B) USE OF FACILITIES, DEEMED ACCEPTANCE

Use of wharves or facilities shall be deemed an acceptance of this tariff and the terms and conditions named herein.

(C) RATES SUBJECT TO CHANGE

The rates named in this tariff are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Kodiak resulting in an increased cost of service, the rates are subject to change, on or after effective date filed with the Federal Maritime Commission.

(D) TARIFF EFFECTIVE

The rates, charges, rules and regulations named in this tariff additions, revisions or supplements thereto, shall apply on all freight received at the terminal on or after effective date of this tariff or effective dates of additions, revisions or supplements thereto, provided, however, that when terminal charges have been prepaid at point of origin, at the terminal tariff rates in effect on date of shipping, such rates prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. 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. Rates are applied based on the fiscal year for the City of Kodiak which is July 1 to June 30.

(E) LIABILITY FOR DAMAGE

The vessel assumes liability for damage caused to port facilities by the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

ITEM 102**RIGHTS OF OPERATION AND AGREEMENT RESERVED****(A) RIGHT OF AGREEMENT RESERVED**

Right is reserved by the Port of Kodiak to enter into agreements 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 relation of all parties concerned.

(B) LABOR EMERGENCY [A]

When by reason of strike, boycott, walkout or other condition affecting longshore labor supply or port ability to permit, necessary functions of labor in connection with the receipt and delivery of cargo on a port wide basis, the Port and Harbor Director may declare a period of "Labor Emergency" to exist.

During the period of Labor Emergency, the duration of which shall be fixed by the Port and Harbor Director in recognition of the nature of the emergency encountered, the congestion of facilities, duration of labor disruption, accumulation of cargo involved and other similar factors, Free Time (See [ITEM 206](#)) may be extended, Demurrage Charges (See [ITEM 108](#)) may be waived. Subject to Notes 1, 2 and 3.

Note 1: The duration of the Labor Emergency in no case may exceed a period concurrent with the period of actual work stoppage and five work days after.

Note 2: Cargo of Free Time shall obtain an extension of that Free Time period equal to the duration of the Labor Emergency.

Note 3: Cargo on Demurrage at the onset of the period of Labor Emergency shall be relieved of the payment of demurrage charges during the period of Labor Emergency and shall instead be assessed Storage Charges for that period. Demurrage status shall be restored with the expiration of the Labor Emergency.

ITEM 103
RESPONSIBILITY**(A) RESPONSIBILITY FOR LOSS, DAMAGE OR DELAYS [A]**

The Port of Kodiak will not be responsible for any loss or damage, caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will it be liable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combination, riots, or strikes or any persons in its employ or in the service of others or for any consequences arising there from, except to the extent that any of the aforesaid loss or damage results from grossly negligent acts or omission of the Port, its employees or agents, (Subject to [ITEM 100](#) herein.)

(B) LIABILITY FOR DAMAGES AND/OR INJURY [A]

If and when others than the Port of Kodiak are permitted to perform services on the wharves or premises of the terminal company, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such person, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify Port of Kodiak for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such persons shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, experts fees and attorneys fees.

The indemnification, hold harmless, and non-liability provisions of this section do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the Port, its employees or agents.

(C) DUE DILIGENCE [A]

The Port will not be responsible for any loss damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port. (Subject to [ITEM 100](#) herein.)

ITEM 104 [A]
SHIPPERS REQUESTS AND COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the City of Kodiak Port and Harbor Director, 710 Mill Bay Road, Kodiak, Alaska 99615.

ITEM 105
ACCEPTANCE, RETENTION AND DELIVERY OF FREIGHT**(A) RIGHT TO REFUSE FREIGHT**

Right is reserved by the Port of Kodiak, without responsibility for demurrage, loss or damage, to refuse to accept, receive or unload or to permit vessels to discharge freight. Freight deemed offensive, perishable, or hazardous, or freight not packed in containers suitable to standing ordinary handling incident to its transportation can also be refused under these provisions.

(B) RIGHT TO REMOVE, REPILE, TRANSFER OR WAREHOUSE FREIGHT

Hazardous or offensive freight which, by its nature, is liable to damage other freight, is subject to immediate removal from the wharf and/or wharf premises with all expense and risk of loss or damage for the account of owner, shipper or consignee.

Freight remaining on wharf or wharf premises after expiration of "Free Time", as defined herein, and freight shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or removed to a public or private warehouse. All expenses and risks of loss and damages are the responsibility of the owner, shipper, consignee, and/or carrier. (Subject to [ITEM 100](#) herein.)

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.

(D) RIGHT TO SELL FREIGHT

Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs. 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 reasonable notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND INFLAMMABLES

Explosives and hazardous or highly inflammable commodities or material may only be handled over, or received on, the facilities of the Port of Kodiak with written consent by

and special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

(F) FREIGHT AT OWNER’S RISK

Owner, shipper, consignee, and carrier shall assume all risk of loss or damage to glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels. (Subject to [ITEM 100](#) herein.)

ITEM 106
RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS

Unless otherwise excepted, prior arrangements must be made with the Port of Kodiak when freight is to be received from, or delivered to, trucks, drays or water carriers on Saturdays, Sundays, holidays or during hours when, under working rules governing labor, the payment of overtime to checkers is necessitated.

The current holidays for the ILWU in Kodiak are: [C]

Holiday	<u>ILWU Work Rules</u>
New Year	No work
Martin Luther King Day	OT
Lincoln Birthday	OT
President’s Day	OT
Seward’s Day	OT
<u>Cesar Chavez Day</u>	<u>OT</u>
Memorial Day	POT
July 4th	OT
<u>Bloody Thursday</u>	<u>POT</u>
<u>Harry Bridges Day</u>	<u>OT</u>
Labor Day	POT
Alaska Day	OT
Veteran’s Day	POT
Thanksgiving	No Work
Christmas	No Work

Note: Dates shown are for calendar year 2020; some holidays are not based on a specific day of the year (e.g., Martin Luther King Day is a federal holiday held on the third Monday of January);

On no-work days, ILWU personnel will not work a ship but they will tie up a ship. No work holidays start at 1500 the day before and end at 0700 the day after.

OT refers to over time, which is paid at time and one half of prevailing wage. If a holiday falls on a Saturday then Friday is the paid holiday. If it falls on a Sunday then Monday is the paid holiday.

POT refers to Penalty Overtime, which is charged at time and a half of the overtime rate. 2.25 times prevailing wage.

ITEM 107**COLLECTION AND GUARANTEE OF CHARGES AND VESSEL BERTH RESERVATION****[A]**

Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the customer that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations. (Conditions, imposed by the Port, for waiver of cash in advance requirements, are specified in "Conditions of Berth Reservation" - which is incorporated into this tariff under [ITEM 107\(C\)](#))
2. By the owner, shipper, or consignee before cargo leaves the custody of the terminal.
3. For all charges on perishable cargo or cargo of doubtful value and household goods.

All estimates of Port charges are subject to approval and/or adjustment by the Port.

ITEM 107(B)

PORT OF KODIAK SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION				
				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount)		To Discharge (Commodity Type and Amount)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port/Dock Operator Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Handling			
5. Misc. (Water, Electricity, Etc.)			
6. Security Fee			

Total Estimated Charges _____

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

Date	(Berth Agent)	(As Agent Only)
------	---------------	-----------------

Acceptance of Financially Responsibility for Payment

In connection with the Application for Vessel Berth Reservations dated _____, 20____ the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

Category of Port charges Line item(s) No.	For Port/Dock Operator Use
(Name of Company) _____	(Authorized Signature) _____
Category of Port charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____
Category of Port charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____

Note: Pursuant to Port of Kodiak Tariff Rule No. 108, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 107(C)**PORT OF KODIAK
CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al and Tariff Rule 108 in the Port of Kodiak Terminals Tariff No. 13, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port 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 the berthing agent to the satisfaction of the Port, and:
 1. That party responsible has established credit worthiness acceptable to the Port; or
 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; **and the berthing agent shall be held personally liable to the Port** for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 108
DEMURRAGE, DELAYS AND WAIVER OF CHARGES

(A) DEMURRAGE – TRANSPORTS OR VESSELS [A]

In furnishing the service of ordering, billing out, loading or unloading trucks, or of handling to and from vessels, no responsibility for any demurrage whatsoever on either trucks or vessels will be assumed by the Port of Kodiak. (Subject to [ITEM 100](#) herein)

(B) DELAYS, WAIVER OF CHARGES [C]

Delays in loading, receiving, delivering, or handling freight arising from combinations, riots, or strikes of any persons in the employ of the Port of Kodiak or in the services of other or arising from any other cause not reasonably within control of the Port of Kodiak, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage or any other terminal charges or expenses that may be incurred.

ITEM 109
BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS [C]

No vessel will be permitted to berth at a facility of the Port of Kodiak without having first made assignment and without such an assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of the freight to be loaded or discharged.

(B) BERTH ASSIGNMENT CONDITIONAL [C]

Berth assignments made by the Port of Kodiak are subject to alteration and revocation in the following conditions:

1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of delay and may be reduced or avoided by the use of the berth of another vessel which is capable of cargo loading or discharge at the berth.
3. Preferential Use Agreements: The Port of Kodiak reserves the right to enter into preferential use agreements subject to City Council approval. Interference with preferential use agreements is not allowed. Preferential use agreements are as follows:

- Pier 1: Alaska Marine Highway System, Petro Marine Services
 - Pier 2: National Oceanographic and Atmospheric Administration, Petro Star Inc.
 - Pier 3: Matson Navigation Company
4. Whenever the Port deems a danger of congestion exists any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply the Port may order the vessel to vacate the berth.

ITEM 110
VESSELS REQUIRED TO MOVE

(A) ORDERS TO VACATE BERTH [C]

Vessels may occupy a berth, subject to charges named in Item 109, providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth on demand may be moved by tug or otherwise and any expenses, including damages to other vessels, or to wharf structures during such removal, shall be charged to the moved vessel. Vessel 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 owner, agents, or operators.

Whenever an order to vacate a berth is made by the Port under these rules and the order is not complied with in the time specified in the order, the Port may assess a penalty dockage rate of \$500.00 per hour for each hour the vessel remains on berth after such order has been issued.

ITEM 111
MANIFESTS REQUIRED OF VESSELS [C]

Masters, owners, agents or operator of vessels are required to furnish the Port of Kodiak with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Kodiak. Such manifests must also designate the basis of the weight or measurement on which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

ITEM 112
APPLICATION OF RATES

(A) GENERAL APPLICATION OF RATES

Unless specifically provided for otherwise, rate names in this tariff are in dollars and cents per short ton, barrel, or gallon, according to vessel manifest or lading covering shipment when not in connection with vessel. 1,000 kilograms equals 1 metric ton, which has 2,204.6 pounds. A short ton is 2,000 pounds. To determine the number of short tons, divide metric tons by 0.9072.

(B) SPECIFIC COMMODITY RATES PREVAIL [A]

Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or general commodity rates.

ITEM 113**CLASSIFICATION OF TRAFFIC [A]**

Vessels, the trade routes on which they operate, and the cargo which they handle are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transshipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classifications whether or not such cargo is moving on through rates and/or through bills of lading:

(A) COASTWISE TRAFFIC

All traffic between West Coast ports of the United States and Alaska.

(B) INTER-COASTAL TRADE

All traffic between ports of the United States, other than West Coast ports, and Alaska.

(C) INTER-ALASKAN TRADE

Traffic between points in Alaska.

(D) FOREIGN AND NON-CONTIGUOUS TRAFFIC

All cargo shipped from or destined to any point not within the limits of the contiguous boundaries of the U.S.A.

ITEM 114**INSURANCE [C]**

No insurance is included in the rates named in this tariff. The Port of Kodiak shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of the use of Port facilities. If the Port of Kodiak does acquire any such insurance, the charges for that insurance shall be in addition to the fees described in this tariff.

ITEM 115
PORT FACILITIES [A]

The Port of Kodiak has three multi-use facilities.

- Pier I – Ferry Dock [230' x 42', 26.6' (MLLW)]
 Uses: Ferry terminal, Petro Marine bulk fuel facility, and general use for mooring, loading, unloading of fishing and other types of vessels. No welding or open flames permitted at Pier1 without prior authorization from Port and Harbormaster.
 Services: Water, bulk fuel
 Stevedoring services can be provided by a qualified stevedore.
- Pier II – City Dock [1050' x 64', 38' (MLLW)]
 Use: loading/unloading of commercial freight, cruise ships, government vessels, gear work area, moorage for fishing vessels.
 Services: water, sewage discharge, outside storage, warehouse
 Stevedoring services must be provided by a qualified stevedore.
- Pier III – Cargo Terminal: 330' x 110' (940' ' Bollard to Bollard). 38' @ MLLW. Uses: container services/general cargo, 100 gauge container lift
 Stevedoring services are provided exclusively by Matson Navigation Co.

ITEM 116
STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT

(A) AGREEMENTS [C]

Notice is hereby given that the Port of Kodiak reserves the right to enter into stevedoring agreements or terminal operation contracts with such party or parties as it may select, which agreements or contracts may require users of the Port of Kodiak to procure stevedoring services only through the party or operator selected by the City. Any such parties or operators will operate within the rules, regulations, and rates defined in the Port of Kodiak Tariff.

Commercial carriers must use stevedore services at all port facilities except Pier 1. Unless services are requested, the following vessels are exempt from using stevedore services: vessels of the Alaska Marine Highway System, vessels in port at the invitation of the City for special occasions where the ship will be open to the public, U.S. flagged government vessels, including university research vessels, and vessels seeking fuel or other services from Harbor Enterprises dba Petro Marine Services and North Pacific Fuel aka Petro Star and vessels engaged in construction projects for the port of Kodiak. Commercial fishing vessels, catcher-processors and fish processors, and cargo vessels under 300' are also exempt, unless loading or unloading commercial freight or hazardous materials. For this purpose, commercial freight means cargo transported on a vessel under a bill of lading.

For the purpose of this rule, stevedoring services include, but are not limited to line handling, the loading/unloading of cargo between a ship and the point of rest, loading/unloading cargo or baggage to/from trucks or other means of land conveyance

to/from the terminal facility, and accessorial services pertinent thereto, including line handling.

A current list of Terminal Use Permit Holders is available on request from the Port and Harbor Director.

(B) CARE IN THE PERFORMANCE OF OPERATIONS [A]

The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Stevedore, of the vessel being stevedored or any other party.

(C) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS [A]

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

(D) STEVEDORE AND PORT INDEPENDENT CONTRACTORS [A]

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.

(E) STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK [A]

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

1. Make use of appropriate facilities and equipment furnished by the Port.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port in all respects by (I) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise;(II) determining the equipment needed for the operation; and (III) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

(F) STEVEDORE WARRANTY [A]

As a condition to the right to conduct business or operate on Port property the stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the stevedore shall defend, indemnify and save harmless, and reimburse the Port for all such losses, suits, claims, damages, or liabilities. (Subject to [ITEM 100](#) herein.)

(G) INDEMNITY [A]

(Subject to [ITEM 100](#) herein.) The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses or expenses (including attorney's fees) for the injury to or death of any of the stevedore's employees, agents or invitees, or for damage to or destruction of stevedore's property. The stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any act or omission or breach of these rules by the stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable.

1. The indemnification, hold harmless, and non-liability provisions of (G) do not apply to losses, damages, or injuries to the extent such losses, damage, or injuries are occasioned by any negligent acts or omissions of the Port, its employees or agents.
2. The stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(H) INSURANCE [A]

(Subject to [ITEM 100](#) herein.) The stevedore shall obtain, and shall maintain, the following insurance coverage.

1. Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.
2. Comprehensive General Liability against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits to bodily injury or

death and property damage of not less than \$1,000,000 for each occurrence and an annual aggregate limit of \$2,000,000.

3. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence. Coverage shall include for owned, hired and non-owned vehicles, if applicable.
4. The stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days prior notice of any alteration or cancellation.

(I) STEVEDORE RESPONSIBILITY [A]

It shall be the responsibility of the stevedore, its employees, agents or others for whose acts the stevedore is or may be liable to conduct operations on property of the Port in compliance with Port, Federal, State and Municipal Rules and Regulations. Such rules and regulations shall include but not be limited to speed limits, fire regulations, vehicle access and parking.

ITEM 117
EQUIPMENT PROVIDED BY STEVEDORES [A]

The Port of Kodiak does not have equipment for rental by outside parties. Equipment must be provided by the stevedore or other approved vendor.

The 100-foot gauge container crane at Pier III is owned by Matson. Please check with them for rates.

Cranes and boom trucks (up to 150 tons) are available through local vendors for use at Piers I and II. Check with the Harbor Office for a list of contacts.

ITEM 118
VESSEL OILY WASTE OR GARBAGE DISPOSAL [A]

Vessels which find it necessary to discharge oily waste or garbage at the Port of Kodiak shall contact the Port to arrange for services. Payment of charges for the services and equipment provided will be made directly to the Port of Kodiak by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The discharge by a vessel of oily waste and garbage at any terminal at the Port shall only be in accordance with the terms of this tariff item and applicable federal, state and local laws and regulations. Regulated garbage may not be discharged at the Port of Kodiak. As defined by 9 CFR 94.5 (c)(2), garbage is considered regulated, if, when the garbage is on or removed from the means of conveyance, the means of conveyance has been in any port outside the United States and Canada within the previous 2-year period.

Rates and charges assessed vessels by the Port for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste hauler and/or reception facility other than the Port.

The Port can provide labor and equipment, please refer to the Harbor Fee Schedule for current rates at <http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>.

ITEM 119
STORAGE, STAGING AND ASSEMBLING OF NON-CARGO EQUIPMENT AND MATERIALS [A]

The Port, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment, materials and stores.

Staging, storage and assembling of non-cargo equipment, materials and stores on Port terminal facilities will be subject to adherence to directives of the Port and Harbor Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations, ships stores and other materials not deemed as cargo, will be allotted "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergency encountered, congestion of facilities, labor disruptions, or other similar factors, free time may be reduced, eliminated or extended at the discretion and directive of the Port's Executive Director or designee.

Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port charges (See [ITEM 206A](#)).

Explosives and hazardous inflammable materials may only be handled over, stored on or received on, the facilities of the Port of Kodiak by special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

End of section, return to [GENERAL INDEX](#).

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES**ITEM 201**
WHARFAGE**(A) WHARFAGE DEFINED [C]**

“Wharfage” means the charge for the use of the wharf that is assessed on all freight passing or conveyed over, under, through or onto wharf premises or loaded or discharged overside vessels berthed at wharf or moored in wharf slip. No services are covered by this charge. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cargo, trucks, drays or water carriers is eventually loaded on vessel.

Note: This wharfage definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: “Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

(B) WHARFAGE ON DIRECT TRANSFER FREIGHT [A]

Unless otherwise specifically excepted, all freight handled direct between transports and vessels will be subject to full wharfage at the regular rates due according to ship’s manifest and the respective traffic and commodity classifications of the freight.

(C) EXCEPTIONS [A]

Ship’s stores and repair materials and supplies, all when intended for vessels’ own use, consumption of repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.

ITEM 202
LOADING AND UNLOADING**(A) LOADING AND UNLOADING DEFINED [C]**

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

ITEM 203
HANDLING**(A) HANDLING DEFINED [A]**

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

ITEM 204
WHARF DEMURRAGE [A]**(A) WHARF DEMURRAGE DEFINED**

Wharf Demurrage means a charge assessed against cargo remaining in or on terminal facilities after the expiration of Free Time, unless arrangements have been made for storage. Free time is defined in [ITEM 101](#).

(B) COMPUTING WHARF DEMURRAGE

In computing either Wharf Demurrage or storage on freight delivered to a vessel, the day or days vessel is loading will not be considered demurrage for storage days. On freight delivered to transports, trucks or drays, the day freight is loaded or delivered will be considered a Demurrage or storage day.

Demurrage will be assessed at a rate 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. See Wharf Demurrage Rates (below)

ITEM 205
WHARF DEMURRAGE RATES [A]

Except as otherwise provided, after expiration of Free Time, as defined in [ITEM 206](#), Wharf Demurrage will be assessed after the allowed Free Time at Piers I and II. Wharf demurrage also applies if vessels are berthed at Pier III under the City's reservation of secondary rights at Pier III. Please refer to harbor fees for dry storage for current rates at <http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>.

ITEM 206
FREE TIME [C]**(A) FREE TIME DEFINED**

"Free Time" means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

(B) COMPUTING FREE TIME EXCLUSIONS [A]

Except where limited under individual items not to exceed a specified number of days, Free Time is exclusive of Saturdays, Sundays and legal holidays and, unless otherwise specified, is computed from the first 7 a.m. occurring after freight is received or unloaded on wharf or wharf premises or, in case of freight from vessel, from the first 7 a.m. occurring after a vessel completes discharge.

(C) EXTENT OF FREE TIME BY TRAFFIC CLASSIFICATIONS

Unless otherwise provided under individual items, Free Time will be allowed freight according to traffic classifications, as follows:

Traffic Classifications	Free Time Allowed [C]
(As defined in ITEM 113)	
All Cargo	Twelve (12) hours

(D) COMMODITIES ALLOWED NO FREE TIME [A]

- (1) Explosives, Inflammables, Hazardous Commodities
- (2) Salvaged Freight, Offensive Freight, when either are so designated

ITEM 207
WHARFAGE RATES [C]

Rates in this section apply on traffic moving in all trade routes. Except as otherwise provided, rates apply to Short Tonnage for general cargo Not Otherwise Specified, Rock and hazardous/contaminated materials and by barrel or gallon for petroleum products in liquid bulk as manifested by vessel for revenue purposes.

When no specific commodity rate is named in this tariff, freight manifested by vessel on a per package basis will be assessed applicable NOS rate by short ton whichever creates greater revenue. Subject to the following limitations:

<u>Item#</u>	<u>210</u>	<u>211</u>	<u>212</u>	<u>213</u>	<u>214</u>
		<u>Per Short Ton</u>		<u>Inbound</u>	<u>Outbound</u>
	<u>General</u>		<u>Hazardous -</u>	<u>per Barrel</u>	<u>per Gallon</u>
<u>Fiscal Year</u>	<u>Cargo NOS</u>	<u>Rock</u>	<u>Contaminated</u>	<u>Petroleum Products</u>	
			<u>Materials</u>		
2020	\$7.40 [I]	\$1.19 [NC]	\$16.30 [I]	\$0.39 [I]	\$0.018[I]
2021	\$7.70 [I]	\$1.25 [I]	\$16.90 [I]	\$0.45 [I]	\$0.05 [I]
2022	\$8.00 [I]	\$1.30 [I]	\$17.50 [I]	\$0.50 [I]	\$0.10 [I]
2023	\$8.30 [I]	\$1.35 [I]	\$18.10 [I]	\$0.55 [I]	\$0.15 [I]
2024	\$8.60 [I]	\$1.40 [I]	\$18.70 [I]	\$0.60 [I]	\$0.20 [I]

Note: OVSERSIDE:

Unless otherwise specified in individual commodity items or other arrangements are made with the Port and Harbor Director, all freight loaded or discharged over-side a vessel directly to or from another vessel, barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed regular wharfage rates.

(A) MINIMUM WHARFAGE [I]

Minimum wharfage charge at Pier’s I, II, and III on any single shipment will be \$80.00.

End of section, return to [GENERAL INDEX](#).

SECTION THREE – MISCELLANEOUS CHARGES**ITEM 301**
DOCKAGE RULES**(A) DOCKAGE DEFINED**

Dockage means the charge assessed against a vessel for berthing at a wharf, pier bulkhead structure, or bank or for mooring to a vessel so berthed.

(B) DOCKAGE PERIOD - HOW CALCULATED [C]

The period of time which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip. Dockage is billed per 12 hour period or portion thereof.

(C) BASIS FOR COMPUTING CHARGES [C]

Dockage charges will be based upon the overall length of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should length figures not be available from the sources, the Port may accept information from the vessel's official papers or measure the vessel.

(D) CONTROL OF VESSELS NOT LOADING OR DISCHARGING [A]

Vessels not engaged in loading or unloading cargo will be docked at a wharf, pier, or seawall structure, or moored to a vessel so docked, or permitted within a slip at the discretion of the Port and then only with the expressed understanding that vessels shall move their position from such a place at the discretion of the Port. Any vessel upon notice to move which refuses or fails to move may be shifted by tug or otherwise by wharf agent and any expenses, damages to vessel or other vessels, or wharf, pier or seawall structure during such removal shall be charged to the vessel so moved.

(E) VESSELS ON LAY STATUS [A]

At the Port's discretion, vessels may be placed on lay status, which may include vessels waiting to discharge and/or load cargo. These vessels may be permitted to moor at a vacant berth, when such berth is available. Standard dockage fees apply.

(F) FREE DOCKAGE [A]

Dockage charges will not be assessed against the vessels at the invitation of the Port of Kodiak for demonstrations and/or public tours and for vessels engaged in construction projects for the Port of Kodiak.

ITEM 302
DOCKAGE AND BARGE MOORING RATES

(A) DOCKAGE RATES [C]

Dockage charges will be assessed on the length-over-all of the vessel. Length-overall shall be construed to mean the linear distance, expressed in feet (meters), from the most forward point on the stem of the vessel to the after-most part of the stern of the vessel, measured parallel to the baseline of the vessel. For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (a) obtain the length-over-all from the vessels register, or (b) measure the vessel.

Dockage rates will be assessed as follows unless otherwise specified in this tariff or an agreement between the vessel owner and the Port. Dockage rates in dollars per foot per 12-hour period or portion thereof.

<u>Fiscal Year</u>	<u>0 to 150 feet</u>	<u>151 to 300 feet</u>	<u>301 to 500 feet</u>	<u>501 to 700 feet</u>	<u>Over 700 feet</u>
2020	\$2.30 [I]	\$2.60 [I]	\$3.20 [I]	\$3.60 [I]	\$3.90 [I]
2021	\$2.40 [I]	\$2.70 [I]	\$3.40 [I]	\$3.80 [I]	\$4.10 [I]
2022	\$2.50 [I]	\$2.80 [I]	\$3.60 [I]	\$4.00 [I]	\$4.30 [I]
2023	\$2.60 [I]	\$2.90 [I]	\$3.80 [I]	\$4.20 [I]	\$4.50 [I]
2024	\$2.70 [I]	\$3.00 [I]	\$4.00 [I]	\$4.40 [I]	\$4.70 [I]

(B) FISHING VESSEL AND LOCAL FREIGHT CRAFT MOORING RATES [A]

Subject to availability and scheduling, commercial fishing vessels assigned exclusive moorage in Kodiak City harbors may berth at Piers I, II, and III without charge the first day, except when dockage is to conduct commercial cargo operations.

Additional days are charged at the rate posted in the harbor fee schedule:
<http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>

ITEM 303
FRESH WATER FOR VESSELS

The following charges will be made for furnishing water to vessels berthed at Terminals subject to this tariff:

<u>Fiscal Year</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First 1,000 gallons	\$146.40 [I]	\$150.80 [I]	\$155.20 [I]	\$159.60 [I]	\$164.00 [I]
Each additional 1,000 gallons or fraction thereof	\$7.40 [I]	\$31.10 [I]	\$31.40 [I]	\$31.70 [I]	\$32.00 [I]

ITEM 304
REPAIRS OF DAMAGES AND ALTERATIONS [C]

The Port of Kodiak will make repairs to its properties of damages caused by companies or persons using its facilities or make repairs or alterations to leased facilities at the request of lessee, subject to the following schedule:

Damage repairs or alterations: Actual Cost Plus 15% [R]

Such repairs or alterations will be performed by the Port of Kodiak, or its agents, except that when necessary repairs or desired alterations are extensive, private contractors may be employed subject to the provision that work performed by private contractors must be accomplished in a manner acceptable to the Port of Kodiak. (Subject to [ITEM 100](#) herein.)

ITEM 305
PASSENGER VESSEL FEE [C]

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships. Passenger vessel fees are not assessed on Alaska Marine Highway Vessels.

(A) TONNAGE FEE

Passenger vessels are charged a tonnage fee (based on the net tonnage of the vessel as provided in the vessel’s documentation) per 12 hour period or portion thereof, as provided in the following table.

<u>Item#</u>	<u>305A</u>
<u>Fiscal Year</u>	<u>Tonnage Fee</u>
2020 [I]	\$0.23 [I]
2021 [I]	\$0.30 [I]
2022 [I]	\$0.35 [I]
2023 [I]	\$0.40 [I]
2024 [I]	\$0.45 [I]

(B) LIGHTERING FEE

Passenger lightering is charged per 12 hour period or portion thereof, as provided in the following table.

<u>Item#</u>	305B	
	<u>Passenger Lightering</u>	
	<u>Vessels up to</u>	<u>Vessels 151 feet</u>
<u>Fiscal Year</u>	<u>150 feet</u>	<u>& Longer</u>
2020	\$75.00 [I]	\$750.00 [I]
2021	\$80.00 [I]	\$800.00 [I]
2022	\$85.00 [I]	\$850.00 [I]
2023	\$90.00 [I]	\$900.00 [I]
2024	\$95.00 [I]	\$950.00 [I]

ITEM 306
SECURITY FEE [C]

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the US Department of Homeland Security.

Security services may be provided upon request at Piers 1 and 2 on the basis of cost plus 10%. Rates are reflected in the current City of Kodiak Schedule of Fees located on the City of Kodiak website.

End of section, return to [GENERAL INDEX](#).

**CITY OF KODIAK
LIMOUSINE TARIFF**

The following tariff shall be the **minimum** that may be charged by any limousine service operating on a permit issued by the City of Kodiak:

Charter for one hour or fraction thereof.....\$85.00
Charter for greater than one hour, per hour or fraction thereof.....\$75.00

A discount of no more than 10% of the regular limousine fare may be afforded to the following qualified persons and organizations:

- military personnel, upon presentation of valid military identification
- senior citizens, age 65 years or older, upon presentation of valid identification
- service organizations as defined in subsections 501(c)(1), (3), and (4) of the Internal Revenue Code

Adopted May 14, 1998, by Resolution 98-16
Amended July 9, 1998, by Resolution 98-21

**CITY OF KODIAK
TAXICAB TARIFF**
[Fares include City Sales Tax]

METERED FARES

The taxicab tariff is \$4.85 per meter flag drop,
plus \$3.00 per mile @ \$.60 per 1/5 mile

NON-METERED FARES

Anton Larsen Bay	\$58.50
Jump starts between Deadman's Curve and Antone Way	\$21.00
Between the Rendezvous (Bells Flats) and Deadman's Curve and between Antone Way and the end of the road at Monashka Bay	\$32.00
All other areas will be the metered fare, plus	\$15.50

CHARTER RATES

Based on completed round trip
\$55.50 per hour, plus \$4.20 per 5 minutes after the first hour

OTHER CHARGES

Deliveriesfare, plus \$4.85

Requested waits are metered at \$.60 per 36 seconds

RESOLUTION 2013-06 ADOPTED: April 11, 2013 EFFECTIVE DATE: July 1, 2013

Legislation:

- Res. 39-85, 6/27/85
- Res. 26-87, 8/27/87
- Res. 40-89, 12/14/89
- Res. 34-93, 9/23/93
- Res. 42-93, 10/28/93
- Res. 03-5, 5/8/03
- Res. 04-4, 1/22/04
- Res. 08-16, 7/24/08
- Res. 2013-06, 7/1/13

Issued by the City of Kodiak, 710 Mill Bay Road, Room 216, Kodiak, Alaska 99615