

**AGENDA**  
**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS**  
**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**DATE:** August 15, 2022

**TIME:** Special Session Session – 5:30 P.M.

**PLACE:** Join Zoom Meeting  
<https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402  
One tap mobile  
(669) 900-9128, 6917934402#

*Consistent with Executive Orders N-25-20 and N-29-20, the Board of Commissioners meeting location will not be physically open to the public. Members of the public may observe and participate in the meeting via Zoom or teleconference using the information set forth above.*

- 1. Call to Order Special Session at 5:30 P.M. and Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the **various issues NOT itemized on this Agenda.** A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public NOT appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. Callers can “raise their hand” by pressing (STAR) \*9 and unmute themselves by pressing (STAR) \*6.*

- 4. Consent Calendar**
  - a) Adopt Minutes for July 14, 2022 Regular Board Meeting**
  - b) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings**

**Agenda for August 15, 2022 Special Board Meeting**

- c) Approve PO #1815 for World Oil, disposal from Arcturs
- d) Consider Accepting for Filing District Permit 2022-04: County of Humboldt – Humboldt Bay Trail South
- e) Consider Accepting for Filing District Permit 2022-05: City of Eureka – Samoa Boat Launch Improvement Project

**5. Communications, Reports and Correspondence Received**

- a) Executive Director’s Report
- b) Staff Reports
- c) District Counsel and District Treasurer Reports
- d) Commissioner and Committee Reports
- e) Correspondence Received

**6. Unfinished Business - NONE**

**7. New Business**

- a) **Receive a Report and Provide Direction Regarding the Potential to Enter into a Project Labor Agreement Regarding the Development of the New Heavy Lift Marine Terminal to Support the Offshore Wind Industry**

*Recommendation:* Staff Recommends that the Board: Receive a report and provide direction.

*Summary:* The engineering design and permitting of a new heavy lift marine terminal to support the emerging offshore wind industry continues to be on schedule. The project is projected to require a significant amount of assistance from both Federal and State Governments. On February 4, 2022, President Biden issued an Executive Order on Use of Project Labor Agreements For Federal Construction Projects which require project labor agreements for federally funded projects of more than \$35 Million.

- b) **Consider Approval of an Earnest Money Funding Agreement and Grant of Assignment and Purchase Option**

*Recommendation:* Authorize the Executive Director to execute the agreement.

*Summary:* In an effort to support and facilitate the District’s contemplated development of a heavy lift port in Humboldt Bay to support offshore, sustainable wind energy development, the HBDA entered into a Purchase Agreement with Samoa Pacific Group LLC in May 2022 to acquire approximately 35 acres of property generally described as APN 401-031-083. The Agreement will provide \$50,000 in funding for the deposit associated with this purchase and the District will have an option to purchase the property within five years.

**c) Consider Appointing Bar Pilot Apprentices Interviewed by the Pilotage Advisory Subcommittee**

*Recommendation:* Staff recommends the Board approve conditional appointment of two Bar Pilot Apprentices Paul Casken and Michael Lee.

*Summary:* The Pilotage Advisory Subcommittee was appointed at a Regular Meeting of the Board of Commissioners on December 9, 2021 and tasked with recruitment of Bar Pilots for Humboldt Bay. On July 26, 2022, four interviews were conducted; the subcommittee would like to extend apprenticeships to two of those applicants. Appointment will be conditional upon satisfactory completion of pre-employment physicals can be obtained. The Subcommittee will continue to advertise the position and bring additional qualified applicants to the Board upon recommendation of the subcommittee.

**d) Consider Adopting Resolution 2022-10 Amending the Fee Schedule of Harbor District Properties and Operations**

*Recommendation:* Staff recommends the Board: Consider and adopt Resolution No. 2022-10.

*Summary:* As a part of the 2022-2023 Budget process, Staff has reviewed the fees charged for rents at services at all District-owned properties. Fees were last revised in 2019, with changes effective in 2020. Due to inflation and rising costs, there are a few items Staff has determined need to be increased.

**8. Future Agenda Items**

**9. Adjournment**

**DRAFT MINUTES  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**July 14, 2022**

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M., Regular Session met at 6:00 P.M. both via video conference with a teleconference option.

**CLOSED SESSION – 5:08 P.M.**

**PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: Chet Albin.

**BUSINESS**

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APN: 401-031-083-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Samoa Pacific Group, LLC. Under negotiation: price and terms of payment.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-071-000 and 401-112-029-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Sniper Enterprises, LLC. Under negotiation: price and terms of payment.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-054-000, 401-031-061-000, 401-112-013-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company. Under negotiation: price and terms of payment.
- d) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-112-021-000 Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Nordic Aquafarms. Under negotiation: price and terms of payment.
- e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of Lease of Real Property With Assessor's Parcel Number 307-101-002-000 in Fields Landing, California Pursuant to California Government Code § 54956.8. District Negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating Party: Reincke Marine Fabrication. Under Negotiation: Price and Payment Terms.

**REGULAR SESSION – 6:03 P.M.**

**ROLL CALL**

**PRESENT:** DALE  
HIGGINS  
MARKS  
NEWMAN

**ABSENT:** KULLMANN

**QUORUM:** YES

**REPORT ON SPECIAL CLOSED SESSION:** No reportable action.

**PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters not on the special session meeting agenda: Royal McCarthy.

**PLEDGE OF ALLEGIANCE**

**CONSENT CALENDAR**

- a) Adopt Minutes for June 9, 2022 Regular Board Meeting
- b) Adopt Minutes for June 9, 2022 Special Board Meeting
- c) Receive District Financial Reports for May 2022
- d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- e) Approve Purchase Order #1795 for World Oil (Arcturus waste disposal)
- f) IT Contract with Network Help To Go

COMMISSIONER MARKS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-F.

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, MARKS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

**COMMISSIONER HIGGINS MADE A MOTION TO PULL ITEM 11B FROM THE AGENDA**

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, MARKS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

**COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED**

- a) Executive Director’s Report
  - I. Executive Director presented Executive Director’s report.
- b) Staff Reports

**Draft Minutes for July 14, 2022 Regular Board Meeting**

- I. Staff presented on recent District activities.
- c) District Counsel and District Treasurer Reports
  - I. No report.
- d) Commissioner and Committee Reports
  - I. Commissioners reported on recent activities and subcommittees.
- e) Correspondence Received
  - I. None received.

**UNFINISHED BUSINESS**

**a) Consider Adopting Resolution No. 2022-07 Adopting the FY 2022-23 District Budget**

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION NO. 2022-07, ADOPTING THE FISCAL YEAR 2022-2023 DISTRICT BUDGET.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, MARKS, NEWMAN

Noes: NONE

Absent: KULLMANN

Abstain: NONE

**b) Consider Adoption of Resolution No. 2022-09 Authorizing the Disposition of APN 401-031-077-000 to the Timber Heritage Association and Approving a Licensing and Indemnification Agreement**

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION NO. 2022-09 AUTHORIZING THE DISPOSITION OF APN 401-031-077-000 TO THE TIMBER HERITAGE ASSOCIATION AND APPROVING A LICENSING AND INDEMNIFICATION AGREEMENT

Ayes: DALE, HIGGINS, NEWMAN

Noes: NONE

Absent: KULLMANN, MARKS

Abstain: NONE

**NEW BUSINESS**

**a) Consider Authorizing the Executive Director to Sign a Mutual Aid Agreement with Humboldt County Special Districts**

- I. District Staff presented the item.
- II. The Commission discussed the item.

**Draft Minutes for July 14, 2022 Regular Board Meeting**

III. Chair Dale opened the item to public comment. No one commented.

IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A MUTUAL AID AGREEMENT WITH HUMBOLDT COUNTY SPECIAL DISTRICTS.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, NEWMAN

Noes: NONE

Absent: KULLMANN, MARKS

Abstain: NONE

**b) ~~Consideration of Permit No. 2021-01 Reissuance for Humboldt County Bay Trail South and Adoption of Resolution No. 2022-08~~**

Item pulled from the Agenda.

**FUTURE AGENDA ITEMS**

- a) Bar Pilot Recruitment
- b) Discussion on options for the 1091
- c) Cruise Ship Steering Committee

**ADJOURNMENT – 6:30 P.M.**

APPROVED BY:

RECORDED BY:

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Richard Marks  
Secretary of the Board of Commissioners

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Mindy Hiley  
Director of Administrative Services

COMMISSIONERS  
1<sup>st</sup> Division  
Aaron Newman  
2<sup>nd</sup> Division  
Greg Dale  
3<sup>rd</sup> Division  
Stephen Kullmann  
4<sup>th</sup> Division  
Richard Marks  
5<sup>th</sup> Division  
Patrick Higgins

Humboldt Bay  
Harbor, Recreation and Conservation District  
(707)443-0801  
P.O. Box 1030  
Eureka, California 95502-1030



**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**August 11, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** August 1, 2022

**TITLE:** **Affirmation of Adopted Resolution No. 2021-16 A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorize the Continued Use of Virtual Meetings**

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**STAFF RECOMMENDATION:** Affirm the findings made in Resolution 2021-16 regarding the continued state of emergency and authorize the continued use of virtual meetings.

**SUMMARY:** On October 14, 2021 the Board of Commissioners adopted Resolution 2021-16 and, as per Section 4 of that Resolution, agreed to reconsider the findings within 30-days. The findings remain in effect as the COVID-19 pandemic has not subsided and the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act remains in place. Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings.

**DISCUSSION:** As a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance. Based on these recommendations, Staff recommends that the Board continue to conduct virtual meetings as authorized by AB 361.

**ATTACHMENTS:**

- A.** Adopted Resolution 2021-16



**HUMBOLDT BAY HARBOR, RECREATION,  
AND CONSERVATION DISTRICT**

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**RESOLUTION NO. 2021-16**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,  
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO  
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND  
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

**WHEREAS**, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

**WHEREAS**, Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings;

**WHEREAS**, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

**WHEREAS**, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance;

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;

**SECTION 2.** That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

**SECTION 3.** That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);

**SECTION 4.** That the Board will reconsider the above findings within 30-days of this Resolution.

**PASSED AND ADOPTED** by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **14<sup>th</sup> day of October 2021** by the following polled vote:

**AYES:** Dale, Higgins, Kullmann, Marks

**NOES:** ∅

**ABSENT:** ∅


**ABSTAIN:** ∅

**ATTEST:**



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Patrick Higgins, Secretary  
Board of Commissioners



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Stephen Kullmann, President  
Board of Commissioners

**CERTIFICATE OF SECRETARY**

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2021-16** entitled,

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14<sup>th</sup> day of October 2021**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14<sup>th</sup> day of October 2021**.



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**Patrick Higgins, Secretary  
Board of Commissioners**



Humboldt Bay Harbor, Recreation &  
Conservation District  
PO Box 1030  
Eureka, CA 95502

# Purchase Order

Date	P.O. No.
07/14/2022	1815

Vendor
Asbury Environmental Services dba World Oil Environmental Services 9302 Garfield Avenue South Gate, CA 90280

Ship To
Humboldt Bay Harbor, Recreation and Conservation District PO Box 1030 Eureka, CA 95502

Description	Qty	Rate	Class	Amount
Inv # 1500-00842788 Site: Fields Landing Boat Yard				
Vacuum Trucking	16 hrs	115.00		\$1840.00
Disposal Liquid - Oily Water	3130 GL	1.95		\$6103.50
E-Manifest EPA Fee & Admin - Site Specific Manifests	1	25.00		\$25.00
Approved By:			<b>Total \$7968.50</b>	

RECEIVED

JUL 14 2022

H.B.H.R. & C.D.

Asbury Environmental Services  
dba World Oil Environmental Services  
9302 Garfield Avenue  
South Gate CA 90280

INVOICE

**BILL TO:**  
HUMBOLDT BAY HARBOR DIST - 15055  
ATTN: ACCOUNTS PAYABLE  
PO BOX 1030  
EUREKA CA 95502

Invoice #: 1500-00842788  
Date: 07/14/2022  
PO #:  
Terms: Net 30  
Due Date: 08/13/2022  
Quote #: V056592  
Order #: S500-00830221  
Salesperson: Hans Binsch  
Batch:

E-Mail Inv.: [mhiley@humboldtby.org](mailto:mhiley@humboldtby.org)

Quantity	UOM	Description	Unit Price	Amount
16	HOUR	VACUUM TRUCKING / HOUR	\$115.00	\$1,840.00
<b>SvcOrder#/Date:</b> 231690 06/13/2022				
3,130	GAL	DISPOSAL LIQUID - OILY WATER	\$1.95	\$6,103.50
<b>Manifest#/Date:</b> 024022574JJK 06/13/2022				
1	EA	EMANIFEST EPA FEE & ADMIN - SITE SPECIFIC MANIFESTS	\$25.00	\$25.00

Notes: SITE: 1 YARD RD FIELDS LANDING, CA 95537 - TSDF: HCC

**Subtotal** \$7,968.50  
**Tax Total** \$0.00  
**Total** \$7,968.50

PAYMENT APPROVAL:

By: PO 1815

Account #: \_\_\_\_\_

Board of Commissioners

Approval Date: \_\_\_\_\_

(If required)

**REMIT PAYMENT TO:**  
**P.O. BOX 843021, LOS ANGELES, CA 90084-3021**

For your convenience we accept Visa, MasterCard, American Express and Discover!  
To make credit card payments please contact the Credit Department at (562) 231-1550  
**THANK YOU FOR YOUR BUSINESS**



**WORLD OIL**

ENVIRONMENTAL SERVICES™

1300 S. SANTA FE AVENUE □ COMPTON, CALIFORNIA 90221 □ (310) 886-3400

830221

231690

**SERVICE ORDER**

DATE 06-13-22 → 06-14-22 **JOB LOCATION** \_\_\_\_\_

CUSTOMER \_\_\_\_\_ **COMPANY NAME** HARBOR RECREATION & CONSERV.

**BILLING ADDRESS** \_\_\_\_\_ **ADDRESS** 1 YARD RD

\_\_\_\_\_ FIELDS LANDING CA 95537

\_\_\_\_\_ **PHONE** 707 490 0500 P.O. # \_\_\_\_\_

**ZIP** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **PERSON TO CONTACT** CHRIS MIKKELSEN

**DRIVERS INSTRUCTIONS:** \_\_\_\_\_

**ESTIMATED GALLONS** 3580 **WHERE DISPOSED OF** HCC

**RECEIVING TICKET #** \_\_\_\_\_ **MANIFEST #** 024022574 JJK

**WEIGHT TICKET #** \_\_\_\_\_ **CUSTOMER EPA I.D. #** \_\_\_\_\_

**DRIVERS REMARKS** \_\_\_\_\_

**LEFT YARD** 0720 at 6-13-22

**LOADING:** at 6-13-22 **UNLOADING:** \_\_\_\_\_

ARRIVAL	START LOAD	FINISH LOAD	ARRIVAL	START UN-LOAD	FINISH UN-LOAD
<u>1452</u>	<u>1505</u>	<u>1645</u>	_____	_____	_____

**RETURN TO YARD** 1358 at 6-14-22 **TOTAL TIME** \_\_\_\_\_

**DRIVER** FERNANDO GONZALEZ **TRUCK #** 6003-10515

**ACCESSORIAL EQUIPMENT** \_\_\_\_\_

**CUSTOMER NAME** Shirley Swartz **CUSTOMER SIGNATURE** Shirley Swartz

**(OFFICE USE ONLY)**

**TRANSPORTATION RATE:** \_\_\_\_\_ **DISPOSAL/RECYCLE** \_\_\_\_\_

**RATE PER HOUR** \_\_\_\_\_ **PER GALLON** \_\_\_\_\_ **LAB FEE** \_\_\_\_\_

**RATE PER LOAD** \_\_\_\_\_ **SOLIDS** \_\_\_\_\_ **WASHOUT** \_\_\_\_\_

**SPECIAL** \_\_\_\_\_ **MINIMUM** \_\_\_\_\_ **OTHER** \_\_\_\_\_

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>CA L000283477</b>	2. Page 1 of <b>1</b>	3. Emergency Response Phone <b>(800) 424-9300</b>	4. Manifest Tracking Number <b>024022574 JJK</b>			
5. Generator's Name and Mailing Address <b>HUMBOLDT BAY HARBOR RECREATION &amp; CONSERV PO BOX 1030 EUREKA CA 95502</b>				Generator's Site Address (if different than mailing address) <b>1 YARD RD FIELDS LANDING CA 95537</b>				
Generator's Phone <b>707 433-0801</b>		6. Transporter 1 Company Name <b>WORLD OIL ENVIRONMENTAL SERVICES</b>		U.S. EPA ID Number <b>CA D028277035</b>				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address <b>HERITAGE CRYSTAL CLEAN LLC 1620 E. BRUNDAGE LANE BAKERSFIELD CA 93307</b>				U.S. EPA ID Number <b>CA L000282598</b>				
Family's Phone <b>(805) 377-0209</b>								
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol	13. Waste Codes
	1	NON-RCRA HAZARDOUS WASTE, LIQUID (OILY WATER)		001 TT		3580	G	223
	2							
	3							
	4							
14. Special Handling Instructions and Additional Information <b>EMERGENCY CONTACT : CHEMTREC 1-800-424-9300 WOES TERMINAL DIXON NAERG# 9B1 : 171 * PROFILE # 9B1 : 052622-31-BT1 * ADDITIONAL EPA CODES : 9B1 : , NONE * APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT</b>								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true. <i>TH-202-1055</i>								
Generator's/Officer's Printed/Typed Name <b>Sheri S. Soltz</b>		Signature <i>Sheri Soltz</i>		Month Day Year <b>06 13 22</b>				
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		Port of entry/exit:		Date leaving U.S.:			
	Transporter's signature (for exports only)							
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Material's		Signature		Month Day Year			
	Transporter 1 Printed/Typed Name <b>Fernando Gonzalez</b>		<i>[Signature]</i>		<b>06 13 22</b>			
Transporter 2 Printed/Typed Name		Signature		Month Day Year				
DESIGNATED FACILITY	18. Discrepancy							
	18a. Discrepancy Indication Space <input checked="" type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
	<b>Actual total gallons Rec'd = 3913</b>				Manifest Reference Number			
	18b. Alternate Facility (or Generator)		Family's Phone		U.S. EPA ID Number			
18c. Signature of Alternate Facility (or Generator)				Month Day Year				
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1		2		3		4		
1		2		3		4		
20. Designate Facility Owner/Generator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 13.								
Printed/Typed Name <b>Mauri Shah</b>		Signature <i>Mauri Shah</i>		Month Day Year <b>06 08 22</b>				

## COMMISSIONERS

1<sup>st</sup> Division

Aaron Newman

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707)443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**August 15, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Rob Holmlund, Development Director

**DATE:** August 4, 2022

**TITLE:** Consider Accepting for Filing District Permit 2022-04: County of Humboldt - Humboldt Bay Trail South

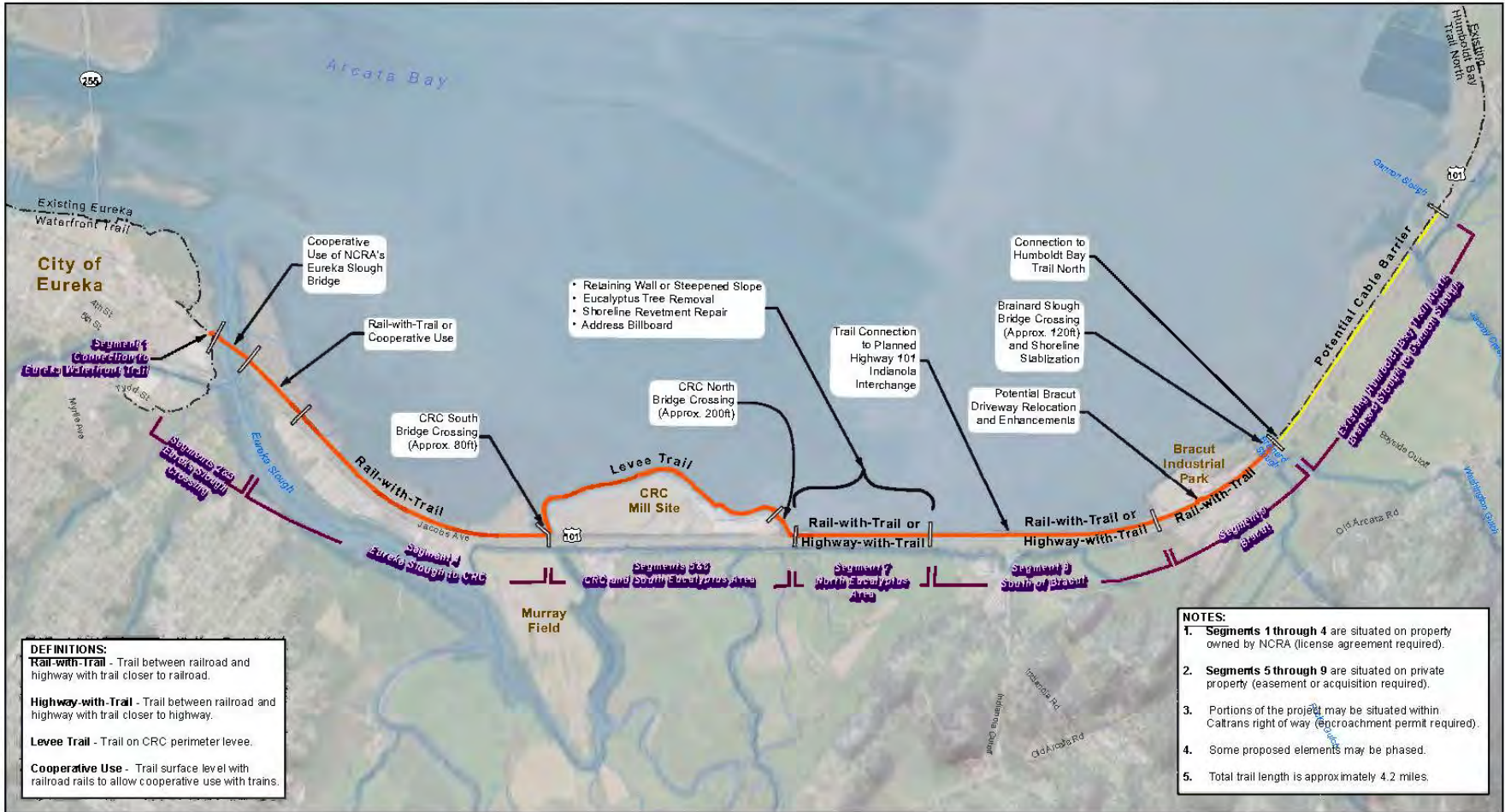
**STAFF RECOMMENDATION:** Staff recommends that the Board: Accept Permit Application 2022-04 for filing.

**SUMMARY:** The County of Humboldt applied for a Harbor District permit for the Humboldt Bay Trail South (Permit 2021-01). The previous permit expired and because the project had not yet been constructed, a new permit is being processed. The proposed project is an approximately 4.2-mile paved path situated primarily along the Highway 101 and railroad corridor from the Eureka Slough Area to the Bracut Industrial Park.

**DISCUSSION:** The proposed trail segment would complete the Humboldt Bay Trail from Eureka to Arcata. Consistent with District Ordinances and the Harbors and Navigation Code, this is a procedural step to accept a permit application to conduct physical improvements within the waters of Humboldt Bay. If the Board chooses to accept the filing of this permit, staff will follow standard procedures to review and evaluate the project. Following that analysis, the project will come before the Board with a staff recommendation for or against approval.

The District-issued Permit 2021-01 was approved with adoption of Resolution No. 2021-04 on April 8, 2021 and expired in April of 2022. The proposed project has not yet been constructed; construction is anticipated to begin in 2023 with completion by Dec. 2024. Since the approved permit expired, a new permit is being processed. All components of the project are the same as under the original application. The County of Humboldt is the California Environmental Quality Act (CEQA) Lead Agency and adopted the project's CEQA Initial Study / Mitigated Negative Declaration on July 31, 2018. The Harbor District as a CEQA Responsible Agency for this project will be responsible to complete our independent analysis and conclusions regarding the IS/MND (Reso. 2021-04) (available on the District's website: <http://humboldtbay.org/> ).





<p>Paper Size 11" x 17" (ANSI B)</p> <p>0 750 1,500 2,250 3,000</p> <p>Map Projection: Lambert Conformal Conic Northward Datum: North American 1983 Grid: NAD 1983 State Plane California 1 FIPS 5001 Feet</p>	<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>Humboldt Bay Trail South</li> <li>Cable Railing - Humboldt Bay Trail North</li> <li>Existing Trail</li> <li>Project Segment</li> <li>Segment Break</li> </ul>	<p><b>ABBREVIATIONS</b></p> <ul style="list-style-type: none"> <li>CRC California Redwood Company</li> <li>NCRA North Coast Railroad Authority</li> </ul>	<p>Humboldt County Public Works Department Humboldt Bay Trail - Bay Trail South (Eureka to Bracut)</p> <p><b>Proposed Trail Alignment and Key Components</b></p>	<p>Job Number 11110166 Revision E Date 30 Jan 2018</p>
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© 2018 Humboldt County Public Works Department. All rights reserved. Humboldt County Public Works Department. This map is provided for informational purposes only and does not constitute a contract. Humboldt County Public Works Department is not responsible for any errors, omissions, or inaccuracies in this map. Humboldt County Public Works Department is not responsible for any damages or losses, including consequential damages, which are or may be incurred by any party as a result of the use of this map. Humboldt County Public Works Department is not responsible for any damages or losses, including consequential damages, which are or may be incurred by any party as a result of the use of this map. Humboldt County Public Works Department is not responsible for any damages or losses, including consequential damages, which are or may be incurred by any party as a result of the use of this map.

## COMMISSIONERS

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Aaron Newman

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

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Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707)443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**August 15, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Rob Holmlund, Development Director

**DATE:** August 4, 2022

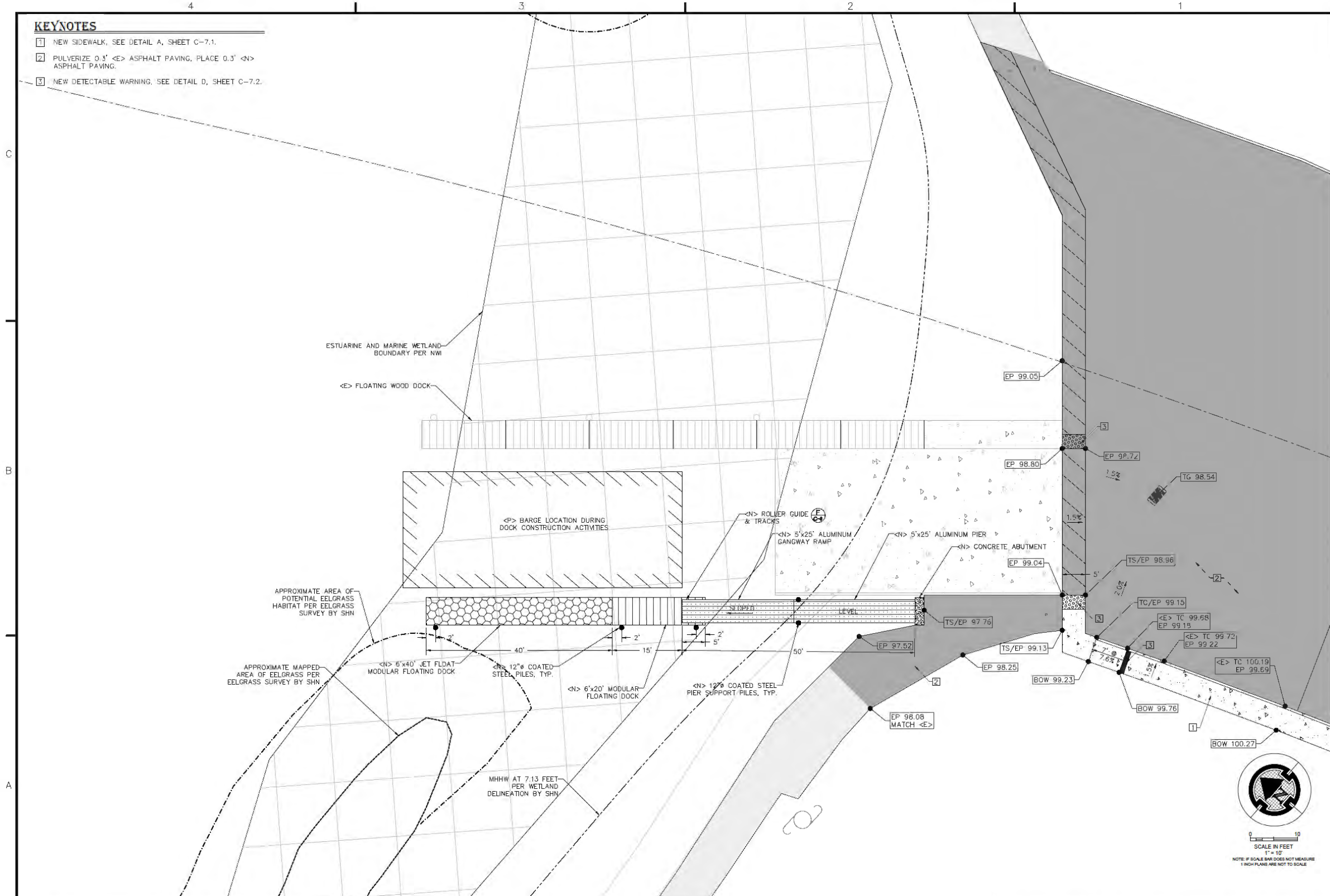
**TITLE:** Consider Accepting for Filing District Permit 2022-05: City of Eureka – Samoa Boat Launch Improvement Project

**STAFF RECOMMENDATION:** Staff recommends that the Board: Accept Permit Application 2022-05 for filing.

**SUMMARY:** The City of Eureka applied for a Harbor District permit for the Samoa Boat Launch Improvement Project (Permit 2021-02). Because the previous permit expired and the project had not yet been constructed, a new permit is being processed. The proposed project is located off Waterfront Drive under the Samoa Bridge (Highway 255) in Eureka, CA.

**DISCUSSION:** The site is bounded to the north by Humboldt Bay and to the south by Waterfront Drive. Consistent with District Ordinances and the Harbors and Navigation Code, this is a procedural step to accept a permit application to conduct physical improvements within the waters of Humboldt Bay. If the Board chooses to accept the filing of this permit, staff will follow standard procedures to review and evaluate the project. Following that analysis, the project will come before the Board with a staff recommendation for approval, conditional approval, or denial.

The City of Eureka submitted a permit application for the proposed project that involves the construction of an additional floating dock with new pilings on the western side of the existing Samoa boat launch. The proposed dock is intended for use by non-motorized vessels. District-issued Permit 2021-02 was approved with adoption of Resolution No. 2021-07 on May 13, 2021 and expired in May of 2022. The proposed project has not yet been constructed; construction is anticipated to begin in 2023, pending funding. All components of the project are the same as under the original application. The City of Eureka is the California Environmental Quality Act (CEQA) Lead Agency and adopted the project's CEQA Initial Study / Mitigated Negative Declaration (IS/MND) on July 31, 2018. The Harbor District as a CEQA Responsible Agency for this project will need to concur with the analysis and conclusions and adopted the IS/MND on May 13, 2021 (Reso. 2021-07) (available on the District's website: <http://humboldt-bay.org/public-notice>).

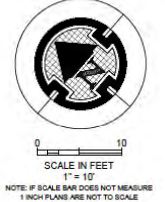


- KEYNOTES**
- 1 NEW SIDEWALK, SEE DETAIL A, SHEET C-7.1.
  - 2 PULVERIZE 0.3' <E> ASPHALT PAVING, PLACE 0.3' <N> ASPHALT PAVING.
  - 3 NEW DETECTABLE WARNING, SEE DETAIL D, SHEET C-7.2.

LOCATIONS AND ELEVATIONS SHOWN ARE PROVIDED FOR INFORMATION ONLY. SUCH INFORMATION MAY NOT BE COMPLETE OR ACCURATE. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL AGENCIES INVOLVED AND VERIFYING LOCATIONS OF ALL UTILITIES THAT MAY BE IMPACTED BY HIS/HER WORK.

**RAMP PLAN**  
SCALE: 1" = 10'

UNAUTHORIZED CHANGES & USES; THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.



**FOR PLAN REVIEW ONLY - NOT FOR CONSTRUCTION**

PLANS CERTIFIED FOR CONSTRUCTION BY ENGINEER OF RECORD ON

SIGNATURE \_\_\_\_\_

REVISIONS	BY

**PACIFIC AFFILIATES**  
CONSULTING ENGINEERS  
980 W. WATERFRONT DRIVE, EUREKA, CA 95501  
TEL (707) 445-3001 FAX (707) 445-3003

**RAMP SITE AND GRADING PLAN**

CITY OF EUREKA  
WATERFRONT DRIVE  
EUREKA, CA 95501  
APN 002-241-013

Date: DECEMBER 4, 2020  
Scale: Drawn by: AS NOTED NM

SHEET NUMBER  
**C-3.2**

JOB NUMBER  
20-2334

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**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**August 15, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** August 9, 2022

**TITLE: Receive a Report and Provide Direction Regarding the Potential to Enter into a Project Labor Agreement Regarding the Development of the New Heavy Lift Marine Terminal to Support the Offshore Wind Industry**

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**STAFF RECOMMENDATION:** Staff Recommends that the Board: Receive a report and provide direction.

**SUMMARY:** The engineering design and permitting of a new heavy lift marine terminal to support the emerging offshore wind industry continues to be on schedule. The project is projected to require a significant amount of assistance from both Federal and State Governments. On February 4, 2022, President Biden issued an Executive Order on Use of Project Labor Agreements For Federal Construction Projects which require project labor agreements for federally funded projects of more than \$35 Million.

**DISCUSSION:** Attachment A includes the Executive Order. Staff will provide an overview of the progress to date and schedule for developing the new heavy lift marine terminal. Staff will also provide an overview of potential Community Benefits that may be achieved through a project labor agreement such as tribal, Samoa Peninsula geographical, and other equity based hiring/ apprenticeship preferences; living wage requirements; local workforce training programs; and other opportunities for community benefits associated with the construction of a new heavy lift marine terminal.

**ATTACHMENTS:**

- A** Executive Order on Use of Project Labor Agreements For Federal Construction Projects

## BRIEFING ROOM

# Executive Order on Use of Project Labor Agreements For Federal Construction Projects

FEBRUARY 04, 2022 • PRESIDENTIAL ACTIONS

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 *et seq.*, and in order to promote economy and efficiency in the administration and completion of Federal construction projects, it is hereby ordered that:

Section 1. Policy. (a) Large-scale construction projects pose special challenges to efficient and timely procurement by the Federal Government. Construction employers typically do not have a permanent workforce, which makes it difficult to predict labor costs when bidding on contracts and to ensure a steady supply of labor on contracts being performed. Challenges also arise because construction projects typically involve multiple employers at a single location, and a labor dispute involving one employer can delay the entire project. A lack of coordination among various employers, or uncertainty about the terms and conditions of employment of various groups of workers, can create friction and disputes in the absence of an agreed-upon resolution mechanism. These problems threaten the efficient and timely completion of construction projects undertaken by Federal contractors. On large-scale projects, which are generally more complex and of longer

duration, these problems tend to be more pronounced.

(b) Project labor agreements are often effective in preventing these problems from developing because they provide structure and stability to large-scale construction projects. Such agreements avoid labor-related disruptions on projects by using dispute-resolution processes to resolve worksite disputes and by prohibiting work stoppages, including strikes and lockouts. They secure the commitment of all stakeholders on a construction site that the project will proceed efficiently without unnecessary interruptions. They also advance the interests of project owners, contractors, and subcontractors, including small businesses. For these reasons, owners and contractors in both the public and private sector routinely use project labor agreements, thereby reducing uncertainties in large-scale construction projects. The use of project labor agreements is fully consistent with the promotion of small business interests.

(c) Accordingly, it is the policy of the Federal Government for agencies to use project labor agreements in connection with large-scale construction projects to promote economy and efficiency in Federal procurement.

Sec. 2. Definitions. For purposes of this order:

(a) “Labor organization” means a labor organization as defined in 29 U.S.C. 152(5) of which building and construction employees are members, as described in 29 U.S.C. 158(f).

(b) “Construction” means construction, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

(c) “Large-scale construction project” means a Federal construction project within the United States for which the total estimated cost of the construction contract to the Federal Government is \$35 million or more. The Federal Acquisition Regulatory Council (FAR Council), in consultation with

the Council of Economic Advisers, may adjust this threshold based on inflation using the process at 41 U.S.C. 1908.

(d) “Agency” means an executive department or agency, including an independent establishment subject to the Federal Property and Administrative Services Act, 40 U.S.C. 102(4)(A).

(e) “Project labor agreement” means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

Sec. 3. Project Labor Agreement Presumption. Subject to sections 5 and 6 of this order, in awarding any contract in connection with a large-scale construction project, or obligating funds pursuant to such a contract, agencies shall require every contractor or subcontractor engaged in construction on the project to agree, for that project, to negotiate or become a party to a project labor agreement with one or more appropriate labor organizations.

Sec. 4. Requirements of Project Labor Agreements. Any project labor agreement reached pursuant to this order shall:

(a) bind all contractors and subcontractors on the construction project through the inclusion of appropriate specifications in all relevant solicitation provisions and contract documents;

(b) allow all contractors and subcontractors on the construction project to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(c) contain guarantees against strikes, lockouts, and similar job disruptions;

(d) set forth effective, prompt, and mutually binding procedures for

resolving labor disputes arising during the term of the project labor agreement;

(e) provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(f) fully conform to all statutes, regulations, Executive Orders, and Presidential Memoranda.

Sec. 5. Exceptions Authorized by Agencies. A senior official within an agency may grant an exception from the requirements of section 3 of this order for a particular contract by, no later than the solicitation date, providing a specific written explanation of why at least one of the following circumstances exists with respect to that contract:

(a) Requiring a project labor agreement on the project would not advance the Federal Government's interests in achieving economy and efficiency in Federal procurement. Such a finding shall be based on the following factors:

(i) The project is of short duration and lacks operational complexity;

(ii) The project will involve only one craft or trade;

(iii) The project will involve specialized construction work that is available from only a limited number of contractors or subcontractors;

(iv) The agency's need for the project is of such an unusual and compelling urgency that a project labor agreement would be impracticable;

or

(v) The project implicates other similar factors deemed appropriate in regulations or guidance issued pursuant to section 8 of this order.

(b) Based on an inclusive market analysis, requiring a project labor agreement on the project would substantially reduce the number of potential bidders so as to frustrate full and open competition.

(c) Requiring a project labor agreement on the project would otherwise be



inconsistent with statutes, regulations, Executive Orders, or Presidential Memoranda.

Sec. 6. Reporting. (a) To the extent permitted by law and consistent with national security and executive branch confidentiality interests, agencies shall publish, on a centralized public website, data showing the use of project labor agreements on large-scale construction projects, as well as descriptions of the exceptions granted under section 5 of this order.

(b) On a quarterly basis, agencies shall report to the Office of Management and Budget (OMB) on their use of project labor agreements on large-scale construction projects and on the exceptions granted under section 5 of this order.

Sec. 7. Nothing in this order precludes an agency from requiring the use of a project labor agreement in circumstances not covered by this order, including projects where the total cost to the Federal Government is less than that for a large-scale construction project, or projects receiving any form of Federal financial assistance (including loans, loan guarantees, revolving funds, tax credits, tax credit bonds, and cooperative agreements). This order also does not require contractors or subcontractors to enter into a project labor agreement with any particular labor organization.

Sec. 8. Regulations and Implementation. (a) Within 120 days of the date of this order, the FAR Council, to the extent permitted by law, shall propose regulations implementing the provisions of this order. The FAR Council shall consider and evaluate public comments on the proposed regulations and shall promptly issue a final rule, to the extent permitted by law.

(b) The Director of OMB shall, to the extent permitted by law, issue guidance to implement the requirements of sections 5 and 6 of this order.

Sec. 9. Contracting Officer Training. Within 90 days of the date of this order, the Secretary of Defense, the Secretary of Labor, and the Director of OMB shall coordinate in designing a training strategy for agency contracting officers to enable those officers to effectively implement this order. Within 180 days of the date of the publication of proposed regulations, the Secretary of Defense, the Secretary of Labor, and the Director of OMB shall provide a report to the Assistant to the President for Economic Policy and Director of the National Economic Council on the contents of the training strategy.

Sec. 10. Revocation of Prior Orders, Rules, and Regulations. Executive Order 13502 of February 6, 2009 (Use of Project Labor Agreements for Federal Construction Projects), is revoked as of the effective date of the final regulations issued by the FAR Council under section 8(a) of this order. Upon Executive Order 13502's revocation, the heads of agencies shall consider, to the extent permitted by law, revoking any orders, rules, or regulations implementing Executive Order 13502.

Sec. 11. Severability. If any provision of this order, or the application of such provision to any person or circumstance, is held to be invalid, the remainder of this order and its application to any other person or circumstance shall not be affected thereby.

Sec. 12. Effective Date. This order shall be effective immediately and shall apply to all solicitations for contracts issued on or after the effective date of the final regulations issued by the FAR Council under section 8(a) of this order. For solicitations issued between the date of this order and the effective date of the final regulations issued by the FAR Council under section 8(a) of this order, or solicitations that have already been issued and

are outstanding as of the date of this order, agencies are strongly encouraged, to the extent permitted by law, to comply with this order.

Sec. 13. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

JOSEPH R. BIDEN JR.

The White House,

February 4, 2022.



COMMISSIONERS  
1<sup>st</sup> Division  
Aaron Newman  
2<sup>nd</sup> Division  
Greg Dale  
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Eureka, California 95502-1030

**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**August 15, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** August 9, 2022

**TITLE: Consider Approval of an Earnest Money Funding Agreement and Grant of Assignment and Purchase Option**

---

**STAFF RECOMMENDATION:** Authorize the Executive Director to execute the agreement.

**SUMMARY:** In an effort to support and facilitate the District’s contemplated development of a heavy lift port in Humboldt Bay to support offshore, sustainable wind energy development, the HBDA entered into a Purchase Agreement with Samoa Pacific Group LLC in May 2022 to acquire approximately 35 acres of property generally described as APN 401-031-083. The Agreement will provide \$50,000 in funding for the deposit associated with this purchase and the District will have an option to purchase the property within five years.

**DISCUSSION:** The HBDA is a non-profit organization which was established by the Harbor District in 2016. The purpose of the HBDA is to “support and implement improvement in Samoa, California, and, in conjunction with other public agencies and nonprofit organizations, as appropriate, to promote the health and well-being of residents of Humboldt County through the environmental improvement and development of the Humboldt Bay Eco-Industrial Park Facilities”.

The acquisition has been determined to be eligible for an exemption pursuant to CEQA Guidelines 15061.

**ATTACHMENTS:**

- A Draft Earnest Money Funding Agreement and Grant of Assignment and Purchase Option**

**EARNEST MONEY FUNDING AGREEMENT  
AND  
GRANT OF ASSIGNMENT AND PURCHASE OPTION**

THIS AGREEMENT (“Agreement”) is made effective as of August \_\_\_\_, 2022, by and between the HUMBOLDT BAY DEVELOPMENT ASSOCIATION, a non-profit public benefit corporation (“HBDA”) and the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT, a California special district (“District”). HBDA and the District may be referred to individually as a “Party” or collectively as the “Parties”.

**RECITALS**

The Parties enter into this Agreement in reference to the following Recitals of essential facts:

- A. The District was formed in 1970 to carry out its legislative purpose, which is for the acquisition, construction, maintenance, operation, development, and regulation of harbor works and improvements...for the development, operation, maintenance, control, regulation, and management of Humboldt Bay upon the tidelands and lands lying under the inland navigable waters of Humboldt Bay, for the promotion of national and international commerce, navigation, fisheries, and recreation thereon, and for the development and protection of the natural resources of the area;
- B. In or about 2016, the HBDA was incorporated a public benefit corporation to carry out its purpose, as set forth in its Articles of Incorporation, to “support and implement improvement in Samoa, California, and, in conjunction with other public agencies and nonprofit organizations, as appropriate, to promote the health and well-being of residents of Humboldt County through the environmental improvement and development of the Humboldt Bay Eco-Industrial Park Facilities;”
- C. In an effort to support and facilitate the District’s contemplated development of a heavy lift port in Humboldt Bay to support offshore, sustainable wind energy development, HBDA entered into an agreement with Samoa Pacific Group LLC in May 2022 (“Purchase Agreement”) to acquire the real property generally described as Humboldt APN 401-031-083 and particularly described as lot 135, as shown on Tract Map 665, recorded on August 18, 2021, in Book 25 of Maps, pages 127-141, in the Office of Recorder for the County of Humboldt, State of California (the “Real Property”);
- D. The Real Property is directly adjacent to the District’s existing property commonly referred to as Redwood Marine Terminal I, which fronts the Humboldt Bay;

- E. Pursuant to the terms of the Purchase Agreement, HBDA has the unqualified right to assign its rights under the Purchase Agreement upon notice to the seller thereunder;
- F. Pursuant to this Agreement, HBDA and the District desire to set forth the terms and conditions upon which the District may elect to take an assignment of the Purchase Agreement or purchase the Real Property, in either case upon its election.

**NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:**

**1. Grant of Option.** Subject to the terms and conditions of this Agreement, HBDA grants to the District an option, at the District's election, to:

- (a) take and assignment of the Purchase Agreement and to, thereafter, purchase the Real Property upon and subject to all terms and conditions of the Purchase Agreement ("Assignment Option"); or
- (b) purchase the Real Property from HBDA following HBDA's acquisition of the Real Property at the same purchase price as paid by HBDA under the Purchase Agreement ("Purchase Option").

The Assignment Option and the Purchase Option are collectively referred to as the "Option".

**2. Consideration for the Option.** In consideration for the Option, the District shall pay to HBDA the sum of fifty thousand dollars (\$50,000) ("Option Consideration") for HBDA to use at its earnest money deposit under the Purchase Agreement, provided:

- (a) If the District exercises the Assignment Option, the Option Consideration shall be assigned by HBDA to the District and applied to the purchase price payable by the District pursuant to the Purchase Agreement.
- (b) If the District exercises the Purchase Option, the Option Consideration shall be applied to the purchase price payable to HBDA.
- (c) If the District fails to exercise the Option, and HBDA does not purchase the Real Property pursuant to the Purchase Agreement, HBDA shall pay to the District any portion of its deposit returned to HBDA from escrow up to the full amount of the Option Consideration.
- (d) If the District fails to exercise the Option, and HBDA purchases the Real Property, the Option Consideration shall remain the property of HBDA.

**3. Further Consideration for the Option.** As additional consideration for the Option, the District shall, at its cost and expense, perform all necessary or desired due diligence under the Purchase Agreement, subject to the approval of HBDA.

**4. Exercise of Option.** Provided the District is not in default under this Agreement, the Option may be exercised by the District by delivering to HBDA written notice of the exercise (“Exercise Notice”), which shall state that the Option, as applicable, is exercised without condition or qualification, prior to the expiration of the following time periods:

(a) as to the Assignment Option, no later than ten (10) calendar days prior to the close of escrow under the Purchase Agreement;

(b) as to the Purchase Option, on or before five years following the close of escrow by HBDA under the Purchase Agreement.

**5. Purchase Agreement.** Upon the proper and timely exercise of the Purchase Option, the Parties shall execute a written purchase agreement containing the following materials terms, among other commercial reasonable and standard terms as would be typical of an agreement to purchase vacant land:

(a) Purchase Price. The Purchase Price shall be the same as stated in the Purchase Agreement plus applicable holding costs incurred by the HBDA.

(b) Escrow. Escrow shall be handled by Humboldt Land Title Company with no less than a 60-day escrow period;

(c) Condition of Title. The District’s review and approval of the condition of title;

(d) CEQA and NEPA. The District shall have the right to complete any required environmental review prior to closing;

(e) Due Diligence. The District shall have a limited right to conduct due diligence to determine if any material changes occurred to the Real Property following HBDA’s acquisition of the Real Property.

**6. Representations and Warranties.** Each Party makes the following representations and warranties to the other Party:

(a) The persons who have executed this Agreement have been authorized to do so by the Party on whose behalf the Party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each Party has a good and legal right to enter into this Agreement and to perform all covenants of that Party contained in this Agreement.

(b) None of the warranties, representations, or statements made by any Party in this Agreement contain any untrue statements of material fact or omit a material fact necessary in order to make the statements not misleading. All representations and warranties of any Party shall be true on and as of the closing date with the same force as though made on and as of the closing date.

**7. No Default by HBDA.** HBDA shall exercise all reasonable diligence to ensure that it does not commit any act or omission that would constitute a default under the Purchase

Agreement. Further, in the event of HBDA's default, HBDA shall exercise diligence in curing the default during any applicable cure period.

**8. Duty to Cooperate and Keep Informed.** Each Party shall reasonably cooperate with the other Party in its performance under this Agreement and shall keep the other informed of any notices or material information received concerning the Real Property or that would affect the rights granted herein.

**9. Time of Essence.** Time is of the essence for this Agreement.

**10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**11. Amendment.** This Agreement may not be amended or altered except by a written instrument executed by the Parties.

**12. Partial Invalidity.** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force.

**13. Exhibits.** All attached exhibits are incorporated in this Agreement by this reference.

**14. Integration.** This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting the Option.

**15. Governing Law.** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

**16. Construction.** Section headings are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it.

**17. Further Assurances.** Whenever requested by the other Party, each Party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**FOR THE DISTRICT:**

**FOR HBDA:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

COMMISSIONERS  
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 Aaron Newman  
 2<sup>nd</sup> Division  
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**STAFF REPORT**  
**HARBOR DISTRICT SPECIAL MEETING**  
**August 15, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** August 4, 2022

**TITLE: Consider Appointing Bar Pilot Apprentices Interviewed by the Pilotage Advisory Subcommittee**

**STAFF RECOMMENDATION:** Staff recommends the Board approve conditional appointment of two Bar Pilot Apprentices Paul Casken and Michael Lee.

**SUMMARY:** The Pilotage Advisory Subcommittee was appointed at a Regular Meeting of the Board of Commissioners on December 9, 2021 and tasked with recruitment of Bar Pilots for Humboldt Bay. On July 26, 2022, four interviews were conducted; the subcommittee would like to extend apprenticeships to two of those applicants. Appointment will be conditional upon satisfactory completion of pre-employment physicals can be obtained. The Subcommittee will continue to advertise the position and bring additional qualified applicants to the Board upon recommendation of the subcommittee.

**DISCUSSION:** The State of California through the Harbors and Navigation Code, delegated to the HBHRCD authority to provide for, supervise and license bar pilots operating out of Humboldt Bay. Ordinance NO. 16 outlines the District's regulations regarding Pilots. Section 2.1b requires that Pilots be members of the Humboldt Bar Pilots Association. In June 2019, the Bar Pilots entered into an agreement titled: Humboldt Bar Pilots Association Restated Partnership Agreement.

According to the American Pilots Association, the typical licensed pilot in the U.S. is the most highly trained mariner in the world. Pilots have either extensive deep sea or tug experience before they enter pilots training and apprenticeship programs. Once a pilot receives a license, he or she undergoes regular continuing training, including training in bridge resource management for pilots, emergency ship handling, and new navigation technology, as well as other types of instruction and practice on full mission bridge simulators and manned models. Humboldt Bay is fortunate to have two Pilots with the experience, skill and temperament of Captain Powell and Captain Petrusa.

**ATTACHMENTS:**

- A** Letter of Interest and Resume for Paul Caskin
- B** Letter of Interest and Resume for Michael Lee
- C** Ordinance 16

To whom it may concern,

I am very excited to be applying for the role of Humboldt Bay Bar Pilot. I believe my maritime background and love and knowledge of Humboldt Bay make me a great candidate for the job. I graduated from the California Maritime Academy in 2011 with my 3<sup>rd</sup> Mates Unlimited License and a bachelor's of science in Marine Transportation. I immediately went to work on the Dredge Stuyvesant, working various bars and rivers along the east and west coast of the United States. My time aboard the Stuyvesant was spent as a Junior Mate, working alongside and under the guidance of the Senior Mate. Working aboard the Stuyvesant gave me a solid foundation in ship handling, monitoring and communicating with other shipping traffic, and close quarters situations. I had to quickly learn the details and characteristics of the various jobsites, becoming familiar enough with the area to avoid hazards and to seamlessly fit in amongst the deep draft vessels and their pilots. After joining the Master's Mate's and Pilot's International Shipping Union in 2013, I took my career deep sea. Since being in the union, I have been aboard unlimited size container ships on shuttle runs around the pacific, engaging in ports in Hawaii, Asia, and the US West Coast.

I currently hold my 3000 Ton Master and 2<sup>nd</sup> Mates Unlimited Licenses, including Radar Observer Unlimited. Throughout my career I have taken various USCG approved professional improvement courses. Some courses include, Leadership and Managerial Skills, Advanced Ship Handling I & II, and Ship Stability. As a 3<sup>rd</sup>/2<sup>nd</sup> Mate aboard container ships, I am in charge of 8 hours of bridge watch a day, maneuvering for vessel traffic, fixing an hourly position, and keep a running log of various daily operations aboard the ship. When transiting within pilot waters, I am sometimes on the bridge with the Captain and Pilot, playing a key role in the Bridge Team. While the Pilot is conning, it is still up to every member of the bridge team to be aware of the vessels course, speed, intentions. Members of the bridge team are also responsible to make sure all others are aware of other shipping traffic and possible hazards. The skills I have learned from my deep sea career as well as my time aboard the Stuyvesant having given me the training and confidence needed to advance to Bar Pilot.

I am originally from Hawaii, but have called Humboldt home since 2014. I appreciate everything the area has to offer, especially the recreation to be found on the Bay and Ocean. I am an avid surfer and keen waterman. I understand the importance of having a safe and reliable pilotage service for Humboldt Bay. Keeping the Bay safe and open to all for commercial and recreational activities is a must for Humboldt County, especially as it continues to expand. I am very excited about the Offshore Wind Farm and the improvement of the Redwood Marine Terminal.

I hope to have my application considered for the Job. I would be honored and humbled to take on the role of Bar Pilot for Humboldt Bay.

Thank you for your time,

Paul Casken

# PAUL R. CASKEN

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## EDUCATION

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The California Maritime Academy, California State University January 2011  
Bachelor of Science in Marine Transportation

## LICENSING

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U.S. Coast Guard Third Mate License January 2011  
U.S. Coast Guard Second Mate License March 2013  
U.S. Coast Guard 3000 Ton Master March 2013

## SHIPBOARD EXPERIENCE

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### International Organization of Masters, Mates, & Pilots

#### 3<sup>rd</sup> Mate

*Pasha S/S Horizon Pacific* April 2022-Present  
*Matson M/V Maunawili* November 2019-May 2020  
*Matson M/V MahiMahi* March-May 2015  
*Matson M/V Manukai* May-June 2014  
*APL M/V Singapore* December 2013-January 2014

#### Major Duties:

- Supervised 8-hours of daily watch as a Deck Officer and managed safe navigation of vessel between ports of call
- Maintained shipboard compliance with U.S. Coast Guard safety regulations of life-saving equipment
- Conducted training of crew members in life-saving apparatuses
- Assisted with preparing vessel for COI U.S. Coast Guard inspections
- Inspected ship to ensure compliance with Vessel General Permit

#### 2<sup>nd</sup> Mate

*Matson M/V Matsonia* November 2021-December 2021  
*Matson M/V Kamokuiki* February 2019-May 2019  
*Pasha S/S Horizon Pacific* January 2017-January 2018  
*Pasha S/S Horizon Pacific* February-June 2016  
*Matson M/V MahiMahi* September-November 2014

#### Major Duties:

- Supervised 8-hours of daily watch as a Deck Officer and managed safe navigation of vessel between ports of call
- Created and maintained voyage plans between ports of call
- Updated electronic and paper charts and U.S. Coast Guard Publications weekly
- Inspected and maintained ship medical equipment and hospital to ensure quality access of care for crew
- Coordinated shore-side medical care for crew members when needed and acted as point person for medical emergencies at sea
- Assisted with preparing vessel for COI U.S. Coast Guard inspections

### The Dutra Group, San Rafael, CA

#### 3<sup>rd</sup> Mate/2<sup>nd</sup> Mate

*M/V STUYVESANT (Dredge)* 2011-2013

#### Major Duties:

- Co-Managed 12-hour daily watch and managed ship maneuvering and precise ship handling
- Coordinated and maintained effective communication with Harbor/River Pilots
- Monitored ship traffic for preparedness and avoidance
- Coordinated various deck projects by maintaining good communication with ship's Bosun
- Responsible for all routine safety inspections on board
- Facilitated the coordination of large maintenance projects during three separate shipyard periods

## OTHER QUALIFICATIONS

Excellent conflict management skills; Strong work ethic; Ability to effectively manage time; Team player; Eagle Scout, Boy Scouts of America; 40-hour trained mediator, Humboldt Mediation Services.

To: Humboldt Bay Harbor, Recreation and Conservation District  
Fm: Michael S. Lee. (Master Mariner, Humboldt County Resident)  
Re: Humboldt Bay Harbor Pilot Apprentice.

To Whom it may concern.

Hello, My name is Michael Lee. I am interested in being named as the next Humboldt Bay Harbor Pilot Apprentice. I hold a current USCG Merchant Mariner Credential, Master, Any Gross Tons, Oceans. I am an actively sailing Master aboard a US Flagged Vessel of 73,000 GRT. I live in Fortuna, California. My Resume and Merchant Mariner Credential are attached. My contact information is below. I look forward to hearing back from the HBHRCD.

Sincerely;  
Michael S. Lee

Contact information:



# Michael S. Lee



**Objective: To be selected as the next Humboldt Bay Harbor Pilot Apprentice.**

## Summary of Qualifications

USCG licensed Master Mariner, any Gross Tons. 30 Years sailing in all licensed deck officer positions on container,Ro-Ro,Bulk,Break Bulk and tank vessels. K-12 Multiple subject teaching credential (California)

- Command level experience
- USCG recognized Qualified Assessor
- Extensive USCG Drill and Training experience.
- Teaching experience K-12 public schools (California)

## Experience

**Patriot Contract Services, Concord,CA** 2019-Present

**Master, USNS Sisler / USNS DAHL T-AKR 311-312. 73,000 GRT**

- Military Sealift Command vessel
- Responsible for all areas of vessel management
- Reports to US Navy

**Patriot Contract Services, Concord, CA**2014-2019

**Chief Mate USNS Red Cloud T-AKR 313. 73,000 GRT.**

- deck department head
- responsible for all training and drill planning and execution
- responsible for cargo, vessel maintenance and operation

**Various Master's Mates and Pilots contracted companies** 1993-2014

**Officer in Charge, Navigation Watch**

- Factory Fishing trawlers, Container,Ro-Ro,break bulk
- bulk and research vessels.

## Education

**B.S Marine Transportation California Maritime Academy** DEC 1992

Exchange Student, Soviet Union Merchant Marine Academy 1990

**K-12 Multiple Subject teaching credential, CSU Fresno, Monterey Bay** SEP 2020

GPA 3.6 overall. 45 post graduate semester units completed.

## Computer Skills

MS Excel, Word, PowerPoint

Windows, Mac OS

Cargo Max (Ship Stability Program)

VMS (Vessel Management Software)

**Languages**

English: Native language

Spanish: Intermediate Listener, Novice Speaker, Novice Reading and Writing

**Activities and Interests**

Outdoor recreation and boating, Amateur radio (KD7GSC)

**References**

Tim Petrusha, Humboldt Bay Pilot

Leroy Zerlang, Z&Z Marine Services.



**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

***ORDINANCE 16***

***PILOTAGE***

***AN ORDINANCE ESTABLISHING STANDARDS, POLICIES AND PRACTICES FOR PILOT COMPETENCY, QUALIFICATION, PROFESSIONAL GROWTH AND ENFORCEMENT***

**WHEREAS**, in the United States, federal law defines two separate but interactive areas of pilotage regulation. The Coast Guard administers the pilotage aboard vessels in the coastwise, domestic trades and the states administer pilotage aboard vessels in foreign trade. In 1789, the First Federal Congress enacted section 4 of the Lighthouse Act, which provided:

“That all pilots in the bays, inlets, rivers, harbors and ports of the United States, shall continue to be regulated in conformity with the existing law of the states respectively wherein such pilots may be or with such laws as the states may respectively hereafter enact for such purpose, until further legislative provision shall be made by Congress” ; and

**WHEREAS**, the State of California, through the Harbors and Navigation Code, has delegated to the Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD) authority to provide for and supervise pilots aboard vessels in foreign trade. The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 created a comprehensive State oil spill prevention program for coastal and marine waters. The law expanded the authority, responsibilities and duties of the CA Department of Fish & Game under the direction of the Administrator for Oil Spill Response. Government Code Section 8670.6 provided authority to establish the Oil Spill Prevention and Response Office (OSPR) which is responsible for assisting the Administrator in performing the duties specified in the Act. Additionally, AB567 (Hauser) enacted in 1994, provided a mechanism for the HBHRCD to license bar pilots operating in Humboldt Bay; and

**WHEREAS**, a Memorandum of Agreement (MOA) subsequently emerged as a way to preserve the port's legally delegated control over pilotage, while at the same time, ensuring that the concerns of the State and the Coast Guard were addressed. On February 26, 1997 the Governor of California, the Coast Guard Assistant Commandant for Marine Safety and Environmental Protection and the executive directors of the harbors of Humboldt Bay, Port Hueneme, Los Angeles, Long Beach and San Diego signed the Memorandum of Agreement concerning pilotage. The MOA requires a federal pilot license as a condition of employment. Because of the wording in federal statute (46 USC 8503), this strengthens Coast Guard authority to take action against an individual's right to hold a license when piloting vessels in foreign trade. Accordingly, pilots in Humboldt Bay are subject to the

jurisdiction of the Coast Guard suspension and revocation process when piloting vessels in coastwise or foreign trade. In addition, state pilot licenses for pilotage in Humboldt Bay are issued by HBHRCD; and

**WHEREAS**, in order to have a safe and efficient pilot organization, it is imperative to attract and hire the best people. Certain skills and experience are necessary to become a pilot and the proper attitude is required for the pilot to accept responsibility for maneuvering large vessels calmly and deliberately. A pilot must sometimes work under stressful conditions but must always exercise good judgment. Because of the pilot's reliance on others in the Bridge Management Team, the Pilot must also be an excellent communicator and manager.

**WHEREAS**, the goal of the HBHRCD is to maintain an adequate number of trained Pilots in Humboldt Bay to ensure navigation safety and protect commerce and the environment.

**NOW, THEREFORE, THE BOARD OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

## **ARTICLE 1 SHORT TITLE, DEFINITIONS**

### **SECTION 1.1 Short Title**

This Ordinance shall be known as the "Humboldt Bay Pilotage Ordinance".

### **SECTION 1.2 Definitions**

- a. Humboldt Bay, California: All waters within the geographic boundary of Humboldt Bay up to an elevation of Mean Higher High Water, up Humboldt Bay tributaries to the extent of tidal influence and seaward to the westward extent of the Entrance Channel jetties.
- b. Humboldt Bar Pilots Association: A partnership of individuals licensed to perform pilotage in Humboldt Bay. This partnership was formed in 1965 to unify Pilots and bring competition between Pilots to an end.
- c. Pilot: A trained individual licensed by the federal government and the Humboldt Bay Harbor, Recreation and Conservation District to safely conduct a ship in and out of the waters of Humboldt Bay.

## ARTICLE 2 DUTIES OF PILOTS ON HUMBOLDT BAY

### SECTION 2.1 Pilotage on Humboldt Bay

- a. Pilots on Humboldt Bay must possess a federal Pilot's license and a HBHRCD Pilot's license. All foreign vessels and U.S. flagged vessels not sailing under a coastwise endorsement issued by the U.S. Coast Guard, except vessels under 300 gross tons, navigating Humboldt Bay, are required to use a Pilot holding current licenses for Humboldt Bay.
- b. Pilots in Humboldt Bay are required to be members of the Humboldt Bar Pilots Association (a partnership). Association members are self employed but are individually licensed by the Humboldt Bay Harbor, Recreation and Conservation District.
- c. The Humboldt Bay Bar Pilots are required to be available with 24 hour notice prior to ship arrival.
- d. Pilots are not required to be maintained on station.
- e. Radio watch is to be maintained on VHF Channel 16 one hour prior to arrival at the sea buoy.
- f. Vessels are to be boarded and disembarked approximately 1.2 miles off of Humboldt Bay.
- g. Pilotage is coordinated by the local stevedoring company who act as local agents for the steamship companies.
- h. There shall be a minimum of two Pilots plus one back-up Pilot.
- i. Pilots shall work ships on a rotational basis.

### SECTION 2.2 Pilot – Master Interface

- a. Master-Pilot Conference
  1. Each Pilotage assignment should begin with a conference between the Pilot and the Master.
  2. The initial conference is an opportunity not only to exchange information that the Pilot and Master each needs, but also for the Pilot and the Master to establish an appropriate working relationship.
  3. The conference should convey, and be consistent with, the principle that the Pilot and the Master/bridge crew each has an important role in the navigation of the vessel.
  4. The amount and subject matter of the information to be exchanged in the initial conference should be determined by the specific navigation demands of the pilotage operation.

b. Pilot's Information Card ("MPX Card")

1. The Humboldt Bar Pilots Association will develop information cards (MPX Cards) for use by their members.
2. The Pilot should give the card to the Master at the time of the initial conference and use it as the basis for discussion during the conference.
3. The card should supplement, not substitute for, the Master/Pilot information exchange.
4. There should be a separate card for outbound and inbound movements and shifting operations when appropriate.
5. The card should include information or instructions specific to navigation in Humboldt Bay. Subjects to be addressed include:
  - radio channels to be monitored;
  - posting of anchor watch/lookout (beyond the requirements of the Rules of the Road; and
  - local navigation requirements or restrictions (tug escorts, speed limits, one-way traffic areas, etc.).
6. The card should also include instructions or requests concerning what the Pilot needs from the Master and crew; subject that might be addressed include:
  - information about the vessel, its characteristics and condition;
  - crew to fix position of the vessel; and
  - only English to be spoken on the bridge.
7. The card should have a blank space for the Pilot to add own items.
8. The Board of Commissioners of the HBHRCD shall approve the card.

c. Pilot's Individual Exchange Practice

1. Each Pilot should develop a personal, standardized conference practice, taking into account regulatory requirements and best practices in pilotage.
2. Pilots should consider using memory aids to ensure that essential exchange items are covered.

d. Absent/Unwilling/Incapable Master

1. An effective exchange requires the participation of a Master who is present, is willing, and has sufficient skills, knowledge, and English language proficiency to provide the information needed by the Pilot and to understand the Pilot's instructions and requests.
2. Pilots should be aware of regulatory requirements for Masters to provide specific information to the Pilot and to cooperate closely with the Pilot.
3. The Pilot should make all reasonable efforts to obtain the presence of the Master for purposes of conducting a conference.
4. If the Master or Bridge crew fails to provide the information needed by the Pilot or if an unsatisfactory exchange leads the Pilot to doubt the ability of the Master or bridge crew to perform the navigation duties normally expected during the vessel movement, the Pilot should use his or her best professional judgement to determine whether it is safe to proceed with the movement.
5. If a Pilot determines that a movement can safely proceed despite an unsatisfactory exchange, the Pilot should adjust his or her pilotage practices during the movement accordingly and should report or record the Master's refusal to engage in an exchange or to provide required information.
6. If a Pilot determines that it is not safe to proceed with a vessel movement due to an unsatisfactory exchange, the Pilot should refuse to proceed, advise the Master/bridge crew on anchoring the vessel or taking other steps to secure the vessel's safety, and notify appropriate authorities by the best means available.

e. Ship's Pilot Card/Wheelhouse Poster

1. Pilots should be aware of regulations requiring vessels to have a pilot card and wheelhouse poster containing maneuvering data and other information concerning the ship.
2. If the Pilot, in the exercise of his or her best judgement, considers the information provided orally by the Master about the vessel and its characteristics unclear or insufficient, the Pilot should consult the Pilot card/wheelhouse poster to confirm or supplement information from the Master.
3. Pilots should be aware that information on a pilotcard/wheelhouse poster about a vessel's handling and maneuvering characteristics may not be accurate when maneuvering in Humboldt Bay or local conditions that may be present during the pilotage operation. Such information may be based on "new vessel" conditions, which may be affected by factors such as bottom fouling, propeller/rudder damage or trim.

f. Ships Calling on a Frequent, Regular Basis

1. The information exchange should not be abandoned for vessels that call on a frequent, regular basis. Such vessels have the potential to induce complacency.
2. The exchange for such vessels can, and should, be adjusted with the focus on items, concerning both vessel and pilotage, that may have changed since the previous call or are otherwise pertinent to the particular pilotage operation.

g. Continuing Communication

1. The initial conference should not be the end of communication and information sharing.
2. The Pilot should convey during the initial conference: the need to communicate throughout the pilotage operation, the Pilot's willingness to answer questions, and the Pilot's continuing need for information.

h. Pilot Boarding Locations and Procedures

1. In places where the Pilot boarding location or procedures impose significant constraints on the time or attention that can be devoted to the initial Master-Pilot conference, the Humboldt Bar Pilots Association and the HBHRCD should review whether changing the boarding location and/or procedures would be feasible and would produce significant benefits that could not be obtained through improvements in the conference process.
2. Any proposed change in the Pilot boarding location or procedures should be measured against the traditional principle that Pilot boarding locations and procedures are determined by both the navigational needs of the ship and the personal safety of the Pilot.

i. Training in the Master-Pilot Information Exchange

1. The Master-Pilot information exchange should be an important focus of the initial and continuing training for Pilots, particularly Bridge Resource Management courses for Pilots.
2. Initial training in the Master-Pilot information exchange should cover:
  - regulatory requirements
  - recognition of language, cultural, psychological and physiological impediments to effective communication and interaction and techniques for overcoming those impediments; and
  - best practices for Humboldt Bay.

3. Continuing training should review initial training items and examine recent accidents, new practices of other Pilots and studies dealing with the subject.

### **ARTICLE 3 PILOT TRAINEE SELECTION PROCESS**

#### **SECTION 3.1 Selection Process**

- a. The process used to select Pilot Trainee candidates follows general Harbor District hiring procedures, namely, advertisement, acceptance of applications, review of applications and reference checks, interview of the top five to seven candidates, follow-up interviews with the top three candidates and pilot trainee selection. The HBHRCD will conduct the interview and trainee selection process. Individuals enrolled and participating in the Humboldt Bay Pilots Association training program prior to April 22, 1999 are considered accepted into the HBHRCD pilot training program at an equivalent level of training. The experience points portion of the selection process places a greater emphasis on experience and a lesser emphasis on formal education and pilotage endorsements, although the value of those qualities is recognized. An applicant's relationship to a current or former pilot will have no weight during the selection process. In addition, the HBHRCD reserves the right to reject any and all applicants.

#### **SECTION 3.2 Initial Competency**

To qualify as a pilot trainee applicant, an individual must:

- a. Pass a pre-employment physical examination per USCG regulations including a drug screen.
- b. Possess a high school diploma or equivalent.
- c. Meet the following criteria:
  1. Possess a copy of the current federal license with endorsement. The federal license shall be on file at HBHRCD office for all pilots working on Humboldt Bay. No Humboldt Bay Pilot License renewal shall be issued without the current federal license on file and;
  2. Three years of full time paid experience as a USCG licensed Master or Chief Mate of an inspected vessel, of not less than 5,000 gross tons, on the waters of any ocean (a valid license must be submitted at the time of filing) or;
  3. Three years of full time paid experience as a pilot whose duties include docking and undocking of oceangoing or coastwise vessels transiting the Pilot grounds in a major

port of the United States or;

4. Three years of full time paid experience as a Master of a tugboat within the confines of Humboldt Bay with an unlimited radar endorsement, or;
5. Possession of a current, valid federal license as master of vessels of at least 1600 gross tons with a unlimited radar endorsement or;
6. Three years paid experience as a Docking Master on flat tow vessels, or;
7. Possession of a current, valid federal license as Master of vessels of any tonnage, any ocean with an unlimited radar endorsement or;
8. Be enrolled and participating in the Humboldt Bar Pilots Association training program prior to April 22, 1999.

### **SECTION 3.3 Experience Ranking**

The following point system may be used to assist in the selection of pilot trainee candidates:

1. Tug Experience
    - Any tug experience (minimum one year in command)  
"Command" = Master or operator in charge of vessel 10 Pts.
    - Offshore command experience (not less than 1600 tons  
combined tug and tow) 5 Pts.
    - 2 to 5 years command 5 Pts.
    - Over 5 years command 5 Pts.
    - Served as pilot on own vessels (not less than 1600 tons  
combined tug and tow, minimum 100 moves) in pilotage  
waters. ("Own vessels" means vessels for which applicant  
was also the master or second in command.) 5 Pts.
- Tug Experience - Maximum 30 Pts.
2. Deep Draft Experience
    - Any self-propelled vessels in navigation of not less than



1600 gross tons (minimum one year in command or five years equivalent as licensed officer of the watch)	10 Pts.
• In command of self-propelled vessels over 10,000 gross tons	5 Pts.
• 2 to 5 years command	5 Pts.
• Over 5 years command	5 Pts.
• Served as pilot on "own-vessels" (minimum 100 moves) on pilotage waters. ("Own vessels" means vessels for which applicant was also the master or second in command.)	<u>5 Pts.</u>
Deep Draft Experience - Maximum	30 Pts.

3. Piloting Experience

• Serving as commercial pilot, not a member of the crew, directing and controlling the movement of vessels of not less than 1600 gross tons (minimum 100 moves) on waters in which a pilot is required by state, federal or foreign law	10 Pts.
• 2 to 5 years	10 Pts.
• Over 5 years	<u>10 Pts.</u>
Piloting Experience - Maximum	30 Pts.

4. Other

(a) Professional Training

• Maritime Academy Graduate (If completed 2 years * - 1 Pt; If completed 3 years * - 2 Pts.)	Maximum	3 Pts.
* and provides documentation to establish that applicant left in good standing		
• Manned Model Simulator		2 Pts.
• Bridge Resource Management	Maximum	<u>1 Pt.</u> 6 Pts.

(b) Pilotage Endorsements  
(On Coast Guard License)

- For 1 or more non-local routes (2 Pts.)
- For local route (Humboldt Bay) (3 Pts.\*)

Maximum 4 Pts.

\* If combined with points for non-local routes,  
not more than 4 points total for Pilotage Endorsements.

Other - Maximum 10 Pts.

Experience Points - Total Possible: 100 Pts.

**SECTION 3.4 Physical Requirements**

- a. Each applicant must provide proof of his/her current satisfactory completion of the physical standards for a First Class Pilot's License determined by the latest USCG Physical and Drug Testing Requirements.
- b. Each applicant must be in good physical condition and have no problems climbing ladders or stairs; possess good night vision, depth perception and have no difficulty with hearing or speech.
- c. Strength to perform average lifting up to 15 pounds and occasionally over 25 pounds; body agility and equilibrium involved in activities such as climbing and balancing under precarious conditions; arm, hand and finger dexterity with both hands involved in activities such as reaching, handling and feeling; good speaking and hearing ability; and good eyesight including good color perception, depth perception and night vision. Persons with medical limitations may, with reasonable accommodations, be capable of performing the duties of some of the positions in this class. Such determination must be made on an individual basis in light of the person's limitations, the requirements of the position, and the appointing authority's ability to effect reasonable accommodations to the limitations.

## ARTICLE 4 APPRENTICESHIP AND TRAINING

### SECTION 4.1 Apprenticeship and Training

After acceptance as a Pilot Trainee, the applicant must undergo a training and apprenticeship program. The program is designed to familiarize the trainee with the workings of the Humboldt Bar Pilots Association, the interface between the Humboldt Bar Pilots Association and the other oversight agencies, and to demonstrate requisite skills and judgment. One other key goal of the apprenticeship program is to allow the trainee to acquire "local knowledge."

The apprenticeship and training will consist of the following components:

- a. The length of the program shall consist of a minimum of one (1) year and a maximum of three (3) years. If ship traffic falls below 45 in a one year period, the Program may be extended by the HBHRCD Board of Commissioners.
- b. The Pilot training and apprenticeship program is divided into two stages. Stage 1 is termed an "Observing Apprentice". Stage 2 is termed the "Apprentice Pilot". The "Observing Apprentice" pilot shall complete at least twenty (20) round trips (40 ship movements) across the Humboldt Bay Entrance before advancing to "Apprentice Pilot" status. One round trip shall consist of the riding of one ship inbound and riding one ship outbound. Riding of the same ship inbound and outbound is not necessary.
  1. Of these 40 ship movements, at least 10 will be made during times of darkness or restricted visibility.
  2. Of the 40 ship movements, at least 15 will be made during the winter.
  3. Of these 40 ship movements, at least 5 round trips shall be made through the Fields Landing Channel of South Bay.
- c. Maneuvering of any ship by an Apprentice Pilot shall be under direct supervision of a HBHRCD licensed Pilot. Ship handling skills will be observed and the Apprentice Pilot will be gradually passed through phases for more difficult assignments.
- d. Apprentice pilots will be required to ride as observers aboard local vessel-assist tugs during at least ten days in the first six months of the training program.
- e. A written evaluation shall be made after every ship movement involving an Apprentice Pilot by the HBHRCD licensed Pilot.
- f. Simulator training and Bridge Resource Management (BRMP) training for Pilots will be required once during the training program.

g. A training file will be maintained by each apprentice pilot. The checklist will include, but not be limited to, the following items being verified as complete by the Humboldt Bar Pilots:

1. Minimum amount of trips to designated areas within the Port
2. Tugboat observer rides
3. Simulator training
4. Bridge Resource Management training for Pilots
5. Anchoring procedures
6. Lesson learned/incident case review
7. Tug utilization during piloting
8. Local weather patterns
9. Tides and currents
10. Communications
11. Copy of Federal Pilot's License
12. Proof of completion of radar observer unlimited

In addition, the HBHRCD will randomly survey vessel masters for their evaluation of each Apprentice Pilot's ability.

Lengths of each apprenticeship are individually based on assessment of the apprentice's performance. Full qualification is a gradual process, with the apprentice initially qualifying to perform more elementary tasks, then moving to increasingly complex and demanding assignments. Apprenticeships vary in length depending upon the apprentice's previous experience, licenses and qualifications.

Upon completion of the training program outlined above, and the Apprentice Pilot has demonstrated that he/she possesses the necessary skills and knowledge to serve as a licensed pilot for Humboldt Bay, the Humboldt Bar Pilot Association shall notify the HBHRCD that the Apprentice Pilot has completed the training program and shall recommend to the HBHRCD that the Apprentice Pilot be issued a HBHRCD Pilot License for the waters of Humboldt Bay.

The Humboldt Bar Pilots Association may recommend to the HBHRCD, the dismissal of an Observing Apprentice or an Apprentice Pilot from the training program at any time during the Pilot's first year in the program. The HBHRCD may dismiss an Observing Apprentice or an Apprentice Pilot from the program at any time if the HBHRCD determines that the Observing Apprentice or Apprentice Pilot is not making satisfactory progress in the program or that circumstances have changed such that there is no longer a need for an additional HBHRCD licensed Pilot.

## ARTICLE 5 PROFESSIONAL DEVELOPMENT

### SECTION 5.1 Professional Development

Safe piloting requires that each pilot continue to maintain and improve his or her skills. The Professional Development Program includes the following minimum standards for maintaining proficiency and professional growth. Each pilot will comply with the following in order to be eligible for annual HBHRCD Pilot License renewal:

- a. Possess a current Federal Pilots License with an endorsement for radar observer unlimited.
- b. Pass an annual physical examination as per USCG regulations and participate in a random drug screening program.
- c. Undergo simulator training and Bridge Resource Management Training for Pilots at least once every five years.
- d. Participate in incident case review and lessons learned sessions with other pilots at least twice each year.
- e. Handle at least three ships supervised by a Humboldt Bar Pilot if the pilot has not been an active pilot for a twelve month period.

## ARTICLE 6 OVERSIGHT AND ENFORCEMENT

### SECTION 6.1 Oversight

The term oversight includes the aggregate of policies which have been adopted to monitor pilot performance and provide feedback on the effectiveness of qualification and training programs, including legal and administrative procedures for the enforcement of pilotage standards. The responsibility for oversight has been delegated by the State to the HBHRCD through the Harbors and Navigation Code.

### SECTION 6.2 Enforcement

As previously indicated, pilots licensed by the HBHRCD in the Port of Humboldt Bay are subject to the jurisdiction of the Coast Guard suspension and revocation process whether piloting vessels in coastwise or in foreign trade. When warranted through the apparent commission of a prohibited act or the failure to meet standards on the part of a Coast Guard-licensed individual, the Coast Guard will initiate an investigation to determine the right of an individual to continue to hold a federal pilot's license. Further, when warranted through the apparent commission of a prohibited act, the HBHRCD Board retains its jurisdiction over incidents.

### **SECTION 6.3 Casualty Investigations**

The Coast Guard will investigate to determine cause and proper follow-up action for reportable casualties (groundings, allisions, collisions and personal injury meeting certain thresholds). Follow-up could include no action, recommending operational measures, mechanical solutions or enforcement action against those operating the vessel including the suspension and revocation procedures described above. Drug and alcohol testing is included in a Coast Guard investigation. The Coast Guard will work with the Pilot Association to bring together all pertinent information. The Pilot Association will be requested to advise the Coast Guard on standard practice issues that may come up during the investigation. This process is designed to assist in making an informed decision regarding follow-up actions including disciplinary actions AND/OR lessons learned opportunities.

### **SECTION 6.4 Casualties Below Reportable Threshold**

Groundings, allisions, collisions, or other casualties with no or negligible damage below reportable levels shall result in Humboldt Bay Pilots Association review with probable Coast Guard independent review. The Coast Guard goal will be to identify lessons learned and share these and other relevant information with the Humboldt Bay Pilots Association and vessel operators as appropriate.

### **SECTION 6.5 Near Miss/Lessons Learned/Situations/Incidents**

The "lessons learned" program shall balance the need for near miss information against effects of bringing near miss information to the record. Voluntary programs are historically ineffective for a number of reasons, including concern for maintaining a safe and effective Master-pilot relationship and natural hesitance to volunteer close-call information concerning one's own performance. In recent years the more significant near misses have been dealt with by the Coast Guard in a number of ways including:

- Letters of Concern to vessel management about bridge team performance issues.
- Letters of Warning to Master or vessel management; pilot or pilot management.
- Distribution of an incident report and lessons learned with no personnel action.
- Development or revising of Operational Procedures.
- Pilot management internal actions (procedures, training, etc).

a. Each Humboldt Bay Pilot will:

1. Report to the HBHRCD what reviews of the casualty or incident reports were undertaken and what actions will be taken to prevent similar casualties or incidents.

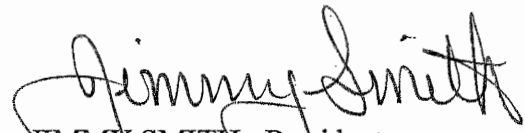
PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF JANUARY 2000, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES: COMMISSIONER SMITH, COMMISSIONER CURLESS, COMMISSIONER FRITZSCHE,  
COMMISSIONER HUNTER, COMMISSIONER OLLIVIER


NOES:

ABSENT:

ATTEST:



JIMMY SMITH, President  
Board of Commissioners



ROY CURLESS, Secretary  
Board of Commissioners

COMMISSIONERS

1<sup>st</sup> Division

Aaron Newman

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
(707)443-0801  
P.O. Box 1030  
Eureka, California 95502-1030



**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**August 11, 2022**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** August 4, 2022

**TITLE: Consider Adopting Resolution 2022-10 Amending the Fee Schedule of Harbor District Properties and Operations**

---

**STAFF RECOMMENDATION:** Staff recommends the Board: Consider and adopt Resolution No. 2022-10

**SUMMARY:** As a part of the 2022-2023 Budget process, Staff has reviewed the fees charged for rents at services at all District-owned properties. Fees were last revised in 2019, with changes effective in 2020. Due to inflation and rising costs, there are a few items Staff has determined need to be increased.

**DISCUSSION:** On the Equipment Fees Schedule, staff recommends adding an additional fee to cover fuel costs for vessels. On the Harbor District Office Fee Schedule, it is recommended to charge late fees based on account balances. No changes are recommended for Fields Landing Boat Yard or Redwood Marine Terminals I and II. The changes to the Woodley Island Marina Fee Schedule are for Forklift usage and Special Event Rentals. The Harbor Fee Schedule now includes the Tariff Schedule issued in September 2015 and placeholders for upcoming fee recommendations for a Cruise Ship Passenger Fee and a Bar Pilot Apprentice Fee that Staff will ask the Board to consider at future meetings.

**ATTACHMENTS:**

- A** Resolution 2022-10



**HUMBOLDT BAY HARBOR, RECREATION,  
AND CONSERVATION DISTRICT**

---

**RESOLUTION NO. 2022-10**

**A RESOLUTION ESTABLISHING FEES FOR SERVICES**

**WHEREAS**, the Humboldt Bay Harbor, Recreation and Conservation District provides a number of services; and

**WHEREAS**, by the authority provided in Appendix II of the California Harbors and Navigation code, Section 35 and codified in Harbor District Ordinances 4, 9, 14 and 16, the Board of Commissioners may set fees for various Harbor District services; and

**WHEREAS**, fees were established by Resolution in 2019 in order to standardize and annualize the various fees for Harbor District services; and

**WHEREAS**, during the annual budget cycle staff reviewed the fee schedules.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The fees for services detailed in Exhibit A through F of this Resolution are hereby adopted and will become effective October 1, 2022.

**PASSED AND ADOPTED** by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **15<sup>th</sup> day of August 2022** by the following polled vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

**Greg Dale, President  
Board of Commissioners**

---

**Richard Marks, Secretary  
Board of Commissioners**

## **CERTIFICATE OF SECRETARY**

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2022-10** entitled,

### **A RESOLUTION ESTABLISHING FEES FOR SERVICES**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **15<sup>th</sup> day of August 2022**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **15<sup>th</sup> day of August 2022**.

---

**Richard Marks, Secretary**  
**Board of Commissioners**

<b>Harbor District Office</b>		
Service/Charge	Effective 11/1/2019 per Resolution 2019-16	Effective 10/01/2022
<b>Requests for Copies of Public Documents</b>		
<b>Archival Research</b>  <i>*Archival research, as used in this context, is defined as the process of collecting any Harbor District information not dated within 30 days of the request.</i>	\$75/hour, one hr minimum, 1/2 hr increments thereafter	No change
Photocopy cost (no binding included): ~ <b>Request 50 or more copies</b> ~ <b>Photocopy cost (less than 50 copies) - B&amp;W</b> ~ <b>Photocopy cost - color (per page)</b> ~ <b>Photocopy cost - oversized up to 11"x17"</b> ~ <b>Electronic media (disk, tape, etc)</b>  <i>**Actual cost is the charge for the Harbor District cost for the actual time of the position reproducing any information (wage and payroll burden) plus the actual media cost (photocopy, computer disc, tape, etc) and any costs incurred for archival research.</i>	Actual Cost** \$0.10 per side \$1.00 per side \$0.25 per side Actual Cost**	No changes
<b>Facsimiles</b>	\$1.00 per page	No change
<b>Board Meeting Agendas</b> Paper copies for entire Fiscal Year	\$25.00 per calendar year	No change
<b>Board Meeting Minutes</b> Paper copies for entire Fiscal Year	\$25.00 per calendar year	No change
<b>Notary Services</b> Fees set by state	\$15 per signature, per page	No change
<b>Permit Process</b>  A non-refundable deposit is required with application for permits. In addition to the deposit, <del>all actual costs beyond the deposit will be charged based on fully burdened rates and all</del> third-party costs <b>will also be charged.</b>  ~ Administrative Permit (Deposit) \$400 ~ Emergency Permit (Deposit) \$400 ~ Harbor District Permit (Deposit) \$500 ~ CEQA Statutorial or Categorical Exemption (Deposit) \$100 ~ CEQA Initial Study - Negative Declaration Review (Deposit) \$500 ~ CEQA Environmental Impact Report Review (Deposit) \$1,000	see below	See update in wording           No changes to rates
<b>Late Fees and Interest</b>  Monthly moorage rent or lease payments are due on the first of each month and considered late if not paid on or before the 10th of each month. Interest is applied at the end of the month on the balance due. Yearly rent is due by the 10th of the first month of the lease year. If the rental or lease agreement specifies a different due date, fees and/or interest specified in the agreement supersedes this proposal.  Account balances between \$5-\$50 Account balances between \$50.01-\$100 Account balances over \$100.01  Ten (10) days after due date.  Thirty (30) days after due date and every 30 days thereafter.	see below see below see below 10% of outstanding balance, \$25 minimum 10% of outstanding balance, \$25 minimum	\$10 \$15 \$25 Remove Remove

<b>Harbor Fee Schedule</b>		
<b>Service/Charge</b>	<b>Effective 12/1/2019 Per Resolution 2019-11</b>	<b>Effective 10/01/2022</b>
<b>PILOTAGE CHARGES</b>		
Outbound/Inbound	\$0.1791 cents per Gross Registered Ton. Plus \$30.86 per foot of deep draft.	No change
Minimum Charge 1. Less than 300 ft LOA (Round Trip) 2. Every 100 ft LOA thereafter (additional)	\$3,450 \$978	No change
Shift Rates		
a. Wharf to wharf, wharf to anchor, or anchor to anchor	\$2,300	
b. From North Bay to South Bay or South Bay to North Bay	\$2,875	
Pilot carried away from Station		
a. Actual expenses and per diem	\$862.50/day + expenses	No change
Uncorrected Orders		
a. When vessel's owner or agents do not correspond with their ETA within four hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival	\$575/hour	No change
Standing-By When a pilot is onboard a Ship, Tug or Pilot Boat standing-by for a vessel to arrive, shift or sail and the movement is delayed, a charge of \$575 per hour will be incurred, 1/4 hour charges thereafter.	\$575/hour	No change
All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction		
<b>HARBOR USAGE FEE</b>  Vessels For cost for the District providing emergency response or mutual aid, administration, maintenance, promotion, and regulation / supervision of shipping)	\$500.00 per commercial barge, ship, or other vessel over 200 feet in length or 20 foot of draft using any portion of the Bar, Entrance	No change
Cargo Fee (For cost incurred by District associated with the Harbor Deepening Project)	\$.15 per short ton at departure Bar and Entrance Channel plus \$.15 per short ton for using North Bay and Samoa Channels.	No change
<b>ANCHORING IN THE BAY</b> Needed after 72 hours, 14 days at a time with One 14-day extension (must have permit issued from district)	\$2.00 per foot/month, which is \$0.065 per foot/day	No change

<b>Harbor Fee Schedule</b>		
<b>Service/Charge</b>	<b>Effective 12/1/2019 Per Resolution 2019-11</b>	<b>Effective 10/01/2022</b>
<b>CRUISE SHIP PASSENGER FEE</b>	N/A	Proposal to follow
<b>BAR PILOT APPRENTICE FEE</b>	N/A	Proposal to follow
<b>PORT OF HUMBOLDT BAY TERMINAL TARIFF  REDWOOD MARINE TERMINAL BERTH 1 AND REDWOOD  TERMINAL 2</b>  Publishing Rates, Charges, Rules & Regulations for Terminal Services Performed by the Port of Humboldt Bay Issued September 10, 2015, Effective October 1, 2015		See Attachment A

# **PORT OF HUMBOLDT BAY**

## **TERMINAL TARIFF**

### **REDWOOD MARINE TERMINAL BERTH 1 AND REDWOOD TERMINAL 2**

Publishing Rates, Charges, Rules &  
Regulations for Terminal Services Performed  
by:

### **PORT OF HUMBOLDT BAY**

**P.O. Box 1030**

**Eureka, California**

**95502-1030**

**Phone: (707) 443-0801**

**Fax: (707) 443-0800**

[www.humboldtby.org](http://www.humboldtby.org)

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**ISSUED: September 10, 2015**

**EFFECTIVE: October 1, 2015**

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**Issued by:  
HUMBOLDT BAY HARBOR, RECREATION AND  
CONSERVATION DISTRICT BOARD OF  
COMMISSIONERS**

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## SYMBOLS & ABBREVIATIONS

\$	U.S. Dollars	MHR	Man Hour Rate
ƒ	Square Feet	Min.	Minimum
+ / -	Addition / Subtraction	Misc.	Miscellaneous
A	Increase	No.	Number
BM	Board Measure	NOS	Not Otherwise Specified
C	Change	OT	Overtime
Cont'd	Continued	Pkg.	Package
Dkg	Decking	POHB	The PORT OF
FBM	Foot Board Measure	R	Reduction
Hdlg.	Handling	ST	Straight Time
ILWU	International Longshore & Warehouse Union	T.	Ton (2,000 lbs)
Kgs.	Kilograms	Term'l	Terminal
Ldg.	Loading	Unldg.	Unloading
LOA	Length Overall	Viz.	Namely
LF	Linear Feet	Whfg	Wharfage

## METRIC CONVERSION TABLE

<b>Measure</b>	<b>Metric Equivalent</b>	<b>Measure</b>	<b>English Equivalent</b>
1 lb.	0.4536 kilograms	1 kilogram	2.2046 lbs.
1 ton	907.2 kilograms	1,000 kilograms	2204.6 lbs.
1 inch	2.54 centimeters	1 centimeter	0.3937 inches
1 foot	0.3048 meters	1 meter	39.37 inches
1 yard	.9144 meters	1 cubic meter	35.314 cubic feet
1 cubic foot	0.0283 cubic meters	1 liter	0.264172 gallons
40 cubic feet	1.1327 cubic meters		
1 gallon	3.7854 liters		

Kilograms to Pounds.....	Multiply Kilograms by 2.2046
Pounds to Kilograms.....	Divide Pounds by 2.2046
Cubic Meters to Cubic Feet.....	Multiply Cubic Meters x 35.314
Cubic Feet to Cubic Meters.....	Multiply Cubic Feet x 0.0283
Feet to Meters.....	Multiply Feet x 0.3048
Meters to Feet.....	Multiply Meters x 3.281
Gallons to Tons.....	Multiply Gallons x 8.34, Divide by 2,000

## DEFINITIONS

**Carrier**-An individual or firm that sends freight. A freight originator.

**Contract of Affreightment** – Tariff, charter party, ocean rate or any other arrangements under which a vessel transports cargo.

**Direct Transfer** - The handling of cargo direct between open cars and vessels from ship's gear or by mechanical equipment under rental from POHB.

**Dockage** – The charges assessed against an ocean vessel for berthing at a wharf, piling, structure, pier, bulkhead structure or bank, or for mooring to a vessel so berthed.

**Free Time** – The period during which cargo may occupy space assigned to it on the terminal facilities free of terminal storage charges, immediately prior to the loading of a vessel or subsequent to the discharge of such cargo off the vessel.

**Freight Handler** – Any person, firm or corporation engaged in the handling of freight on the wharves of the terminal company beyond end of ship's tackle, whether such person, firm or corporation acts in the capacity of "Stevedore" or "vessel operator" or "agent".

**Handling Charge** – The charge made against any vessels, their owners, agents or operators for physically moving cargo from end of ship's tackle to point of rest, or from point of rest to within reach of end of ship's tackle and includes ordinary sorting, breaking down and stacking.

**Holiday and Weekend Labor** – Pay rate for labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this tariff.

**Holidays** – Whenever reference is made to "holidays", it shall mean only the following days:

New Year's Day – January 1<sup>st</sup> \*

M.L. King Jr. Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4<sup>th</sup> \*

Labor Day – First Monday in September

Thanksgiving Day – Fourth Thursday in November

Day after Thanksgiving - Fourth Friday in November

Christmas Eve – December 24<sup>th</sup> \*

Christmas Day – December 25<sup>th</sup> \*

\* When the holiday falls on a Saturday or Sunday, the business day prior to or following the actual holiday will be observed.

**Loading & Unloading** – The service of loading or unloading unitized cargo from or into highway trucks, trailers, railcars or other modes of surface transportation.

***Overtime Labor*** – Pay rate for labor performed between the hours of 00:00 and 07:59 Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.

***PORT OF HUMBOLDT BAY (POHB)*** – The Humboldt Bay Harbor, Recreation and Conservation District, a California public entity, acting pursuant to California Harbors and Navigational Code Appendix 2 in its capacity as an owner and operator of commercial shipping facilities and services on Humboldt Bay and operating as the PORT OF HUMBOLDT BAY, and its Commissioner, officers, as employees, servants, agents and/or independent contractors.

***Stevedore***- A firm or individual engaged in the loading or unloading of a vessel.

***Service & Facilities Charge*** – A charge that is assessed for loading and/or discharge of cargo at POHB, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or barges and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer from:

- (1) Vessels to consignee, their agents or connecting carriers
- (2) Shippers, their agents or connecting carriers to vessels

***Straight Time Labor*** – Pay rate for labor performed between the hours of 08:00 and 17:00, Monday through Friday.

***Terminal Company***-A company or organization whose business is the operation of a terminal.

***Transient Mooring*** – Moorings used on a temporary basis by visiting boats.

***Wharf Demurrage*** – A charge assessed against freight remaining in or on POHB terminals after the expiration of free time unless arrangements have been made for storage.

***Wharfage*** – A charge assessed against all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf, piling structure, pier bulkhead structure or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the above named facilities and does not include charges for any other service. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cars, trucks, drays or river carriers eventually loaded on vessels.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**APPLICATION OF TARIFF**

**Notice to the Public:** This tariff, published by POHB, is notice to the public, to shippers, to consignees and to carriers that the rates, charges, rules and regulations apply to all traffic without specific notice, quotation to or (excepting as may hereinafter be specified) arrangement with shippers or carriers.

**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 terminals or wharves of POHB on and after the effective date of this tariff or effective dates of additions, revisions or supplements thereto.

**Rates Subject to Change:** Rates for services involving labor being predicated upon current wage paid labor for straight time under ordinary labor and traffic conditions, they are subject to change without notice when costs of such services are increased by demands for higher wages, labor strikes, congestions, or other conditions not reasonably within the control of POHB.

**Use of Terminals Deemed Acceptance of Tariff:** Use of the wharves or the terminal facilities of POHB shall be deemed an acceptance of this tariff and the terms and conditions named herein.

**Adherence to Tariff Required of Others:** No person, firm or corporation will be allowed to perform any services on the wharves or at the terminals of POHB without special permit from POHB. Those permitted to perform such services shall, in their relations to the public, apply, adhere to, and be themselves subject to this tariff, or additions, revisions, or supplements thereto, except to the extent specifically relieved by such permit.

**Specific Commodity Rates Prevail:** Unless otherwise accepted, rates provided for specific commodities will prevail over NOS rates or any general commodity rate.

**RIGHTS OF OPERATION RESERVED**

Right is reserved by the POHB to furnish all equipment, supplies and material to perform all services in connection with the operation of its terminals and wharves under rates and conditions named herein.

**ACCEPTANCE, RETENTION OR DELIVERY OF FREIGHT CONDITIONAL**

**Right to Refuse Freight:** POHB reserves the right without responsibility for demurrage, loss or damage attaching, and within its sole discretion, to refuse to accept, receive, or unload, or to permit vessels to discharge:

- (1) Freight for which previous arrangements for space receiving, unloading or handling have not been made with POHB by shipper, consignee or carrier.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

- (2) Freight deemed extra offensive, perishable, or hazardous (See Item 110 “Explosives and Flammables”).
- (3) Freight, the value of which may be determined, in the sole discretion of POHB as less than the probable terminal charges.
- (4) Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of POHB and all expenses, loss or damage incident thereto shall be for account of shipper, consignee or carrier.

**Right to Remove, Re-Pile, Transfer or Warehouse Freight:** At the option of POHB, freight remaining on wharf or wharf premises after expiration of free time (see Item 900), and freight shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises or removed to public or private warehouses with all expense and risk of loss or damage for account for the owner, shipper, consignee or carrier as responsibility may appear.

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

**Right to Withhold Delivery of Freight:** Right is reserved by POHB to withhold delivery of freight until all accrued terminal charges and advances against said freight have been paid in full.

**Right to Sell Freight for Unpaid Charges and Sell Perishable Freight:** Freight on which owner fails to, or refuses to, pay accrued terminal charges or advances may be sold by POHB to satisfy charges or advances and the cost and expense of sale. Freight of a perishable nature or of a nature liable to damage other freight or property may be sold at public or private sale without advertising, provided owner has been given proper notice to pay accrued charges or to remove said freight and has neglected or failed to comply.

**Explosives and Flammables:** Explosives and hazardous or highly flammable commodities or material may only be handled over and/or received on the wharves and terminals of POHB by special arrangement with, and at the option of POHB, subject to Federal, State and City rules and regulations. If and when permitted, such commodities will be received only at the terminal between the hours of 8 a.m. and 5 p.m. and must be immediately removed from the premises.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**Freight at Owner's Risk:**

- (1) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing.
- (2) Freight on open ground or on open wharf is at owner's risk for loss or damage.
- (3) Timber and log or lumber rafts and all water craft, if and when permitted by POHB to be moored in slips, at moorage dolphins or at wharves, or when moored alongside vessels are at owner's risk for loss or damage.

**Delivery Orders:** POHB will deliver goods only upon presentation of written order of the owner or carrier or upon surrender of properly endorsed outstanding receipts.

**Disposition Orders:** Goods delivered to dock by auto, truck, barge or cannery tender, or consigned to POHB by rail or river line must be covered by disposition order, giving description and disposition of goods, whether for storage or shipment, and if for shipment, giving name of loading steamer or line, and any demurrage or other expense incurred through failure to supply such information will be for owner's account.

**Receiving or Delivering Other than Regular Hours:** When shippers wish to deliver or receive cargo or work on goods in storage outside of regular working hours (8 a.m. to 5 p.m. except Saturdays, Sundays and holidays), arrangements must be made with POHB office during regular hours and additional expense of checking and watching over straight-time basis will be account of shipper.

**HOLD HARMLESS BY STEVEDORE**

**Stevedore Access to and Operations on Property at POHB:**

- (1) **Care in the Performance of Operations:** 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 POHB, of the Stevedore, of the vessel being Stevedored or any other party.
- (2) **Compliance with Fire and Safety Precautions:** The Stevedore shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**(3) Stevedore and Port Independent Contractors:** In any service relationship, POHB 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. POHB contracts with Stevedore because of Stevedore's particular skill, experience and expertise and for the successful completion of a specific task. POHB has no responsibility for directing the manner and means of Stevedore's performance of its duties

**(4) Insuring Efficient and Expeditious Vessel Work:** In order to insure efficient and expeditious loading and discharge of vessels and the maximum utilization of the full capacity of POHB, the Stevedore shall:

- A. Make use of the appropriate facilities and equipment furnished by POHB.
- B. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
- C. Have at least one responsible officer or representative with full power to make all operating decisions concerning the Stevedoring of vessels at POHB at all times and keep POHB informed at all times of how and where such officer or representative may be contacted by POHB.
- D. Cooperate fully with POHB in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of 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 POHB.
- E. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of Stevedoring operations.

**(5) Supply of Equipment, Facilities and Service:**

- A. POHB shall furnish, subject to the conditions and changes stipulated elsewhere in this tariff, the following:
  - (i) Access, for Stevedore employees, to the Port property at places in the manner as may be approved by POHB.
  - (ii) Emergency office and telephone usage.
  - (iii) POHB equipment to the extent that it is available, required and dedicated to Stevedore Use.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

B. All POHB equipment utilized by the Stevedore in performing its work is expressly understood to be under the direction and control of the Stevedore and the Stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. POHB and Stevedore agree that, as between the parties, Stevedore has the most experience and knowledge to determine the condition and suitability of the equipment for the task to be performed. Stevedore shall promptly advise POHB of any needed repair of maintenance of any equipment and shall not use such equipment until it is acceptable to Stevedore. It is incumbent upon the Stevedore to make a thorough inspection and satisfy him or herself as to the physical condition and capacity of the equipment as well as the competency of the operator, there being no representation or warranty by POHB with respect to such matters. Stevedore's use of such equipment warrants that Stevedore has made its own independent inspection of the equipment and has deemed it safe and usable working condition and appropriate for the task to be performed.

C. All such equipment will be properly used by the Stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Stevedore shall pay for the damage to such equipment.

D. Upon termination of the period of use, all such equipment shall be returned to POHB in the same condition as received, normal wear and tear expected.

E. It shall be incumbent on the Stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy him or herself that these are safe places for the access and work to be performed. As between the parties, Stevedore has the most experience and knowledge as to the work area and access needed for the work. There is no responsibility, representation or warranty by POHB with respect to such matters.

**(6) Stevedore Warranty:** 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 and 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 in respect thereto.



**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**(7) Indemnity:** Except in the case of the POHB'S sole negligence, the Stevedore shall indemnify and hold harmless the POHB, its Commissioners, officers, employees and agents from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any third party or any of the Stevedore's employees, agents and invitees from and against any claims, damages, losses and expenses (including employees of the Port), which is caused in whole or in part by any negligent 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.

The Stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff. In addition, Stevedore's performance of work at POHB facilities shall be deemed and agreement to comply with the terms of this tariff.

**(8) Insurance:**

A. The Stevedore shall obtain, and shall maintain, the following insurance coverage:

(i) Workmen's Compensation Insurance (including Longshoremen and Harbor Worker Act coverage) under all applicable Federal and State statutes and municipal ordinances for all the Stevedore employees performing its work, and Employers Liability Insurance (including liability under the Jones Act) in amount of not less than \$1,000,000.

(ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured's care, custody and control against claims for bodily injury, death or property damage occurring on, in or about the vessel being loaded by the Stevedore, or the premises of POHB and the adjoining areas), with limits as to bodily injury or death and property damage not less than \$5 million for each occurrence. POHB shall be named as an additional insured under Stevedore's policy of insurance and said insurance be primary to any insurance procured by POHB that may cover POHB for the same claim or loss.

B. The Stevedore shall submit to POHB certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that POHB is to be given 15 days' prior notice of any alteration or cancellation.

**RELATIONS WITH FREIGHT HANDLERS**

Freight handlers, if and when permitted to operate on the terminal, must in their relations with the public, charge the rates and adhere to the rules and regulations prescribed in the effective tariffs of the terminal company.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**COLLECTION AND GUARANTY OF CHARGES**

- (1) **Wharfage, Loading and Unloading and Miscellaneous Charges:** Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due by the owner, shipper or consignee of the freight. On transit freight in connection with ocean carriers these charges (unless absorbed by rail carriers) and any wharf demurrage or miscellaneous charges accrued against said freight and of which the vessel, its owners or agents have been apprised, will be collected from a payment of same must be guaranteed by the vessel, its owners or operators. The use of wharf by a vessel, its owners or operators shall be deemed an acceptance and acknowledgment of this guarantee.
- (2) **Service and Handling Charges:** Where the contract of affreightment established the responsibility as between the parties thereto for the payment of the Service and Facilities Charges and/or Handling Charges named in this tariff, such charges shall be billed to and paid by the vessel, its owners or operators, to POHB.
- (3) **Terms of Payment:** Use of POHB facilities or service is conditioned upon satisfactory assurance of POHB that applicable charges will be paid when due. All charges are due and payable as they accrue, on completion of service or use, or as invoiced.
- (4) **Prepay Freight:** Right is reserved by POHB to demand prepayment of all charges as follows:
- A. By vessel, its owners or agents, before vessel commences its loading and unloading operations;
  - B. By the owners, shippers or consignee, before freight leaves the custody of the terminal;
  - C. POHB reserves the right to require prepayment of all charges on perishable freight or freight of doubtful value and on household goods.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**(5) Interest Charges on Delinquent Invoices:** Invoices covering charges in this tariff as issued by POHB are due and payable upon receipt. Any invoices issued for any charge or charges prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after the date of invoice are delinquent and shall be subject to a delinquency charge. The delinquency charge is imposed on the total unpaid balance and is a minimum of one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be higher than the maximum rates allowable by law.

Should it become necessary for POHB to initiate litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, reasonable attorney's fees and all costs of suit.

**INSURANCE NOT INCLUDED**

No insurance is included in the rates named in this tariff.

**MANIFEST REQUIRED**

Masters, owners, agents or operators of vessels are required to furnish a complete copy of manifest of freight loaded or discharged at the terminals of POHB.

**REGULATIONS GOVERNING USE OF SLIPS, ETC.**

No logs, timbers, lumber or rafts and no barges, scows, lighters or river craft may be moored at wharf slips or moored or tied up at the wharves or at any property of POHB without written permission of POHB. Logs, lumber, timbers, rafts, barges, scows or lighters may not be brought into slips for loading over-side vessels without the consent of POHB and subject to its regulations as to the number of barges or rafts (or the size of rafts) allowed alongside at one time and as to maintaining clearance in slips. Any logs, timbers, rafts, etc., as enumerated above, left in slips after clearance of vessel or which may have been moored in slips or moored or tied up to the wharves or other property of POHB without permission, are subject to immediate removal and unless removed upon notification, may be removed by POHB to other locations, with all expense and risk of loss or damage for account of owners.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**LIMITED RESPONSIBILITY**

POHB shall not be responsible for any damage to freight loaded at the facilities covered by this tariff after cargo is transferred to the water carriers and is removed from POHB property. POHB will not be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control. POHB will not be responsible for any loss or damage caused by: fire, frost, heat, dampness, leakage, or decay; animals, rodents or insects; leakage or discharge from fire protection system; collapse of buildings or structures; breakdown of plant machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf. POHB will not be answerable for any loss, damage or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in the service of others or from any consequence arising therefrom. POHB will not be responsible for any loss or damage caused by the negligence or intentional misconduct of third parties including but not limited to theft vandalism or arson.

**RESPONSIBILITY FOR DAMAGES AND/OR INJURY**

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 POHB. All such persons, corporations, association 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 an act or omission of such persons or the acts or omissions of their agents or employees.

All such persons who come upon or use POHB facilities shall be deemed to have irrevocably agreed to indemnify POHB for any such loss or damage to persons or property for which a claim is or may be made against POHB, and all such liability, together with all costs and expenses incurred by POHB in investigating or defending claims therefor, including, but not limited to, court costs, experts' fees and attorneys' fees.

**RESERVATION OF AGREEMENT RIGHTS**

POHB reserves the right to enter into agreement with carriers, shippers, and/or their agents concerning rates and services provided such agreements are consistent with existing local, state and federal laws governing the civil and business relations of all parties concerned.

**SHIPPER 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 Executive Officer, Northwest Marine Terminal Association, Inc., P.O. Box 5684, Bellevue, Washington 98006, with a complete and exact copy to The Director and Harbor Commissioners, PORT OF HUMBOLDT BAY, P.O. Box 1030, Eureka, CA 95502-1030.

**SECTION 1  
GENERAL RULES & REGULATIONS**

**APPLICATION**

**“HOLD HARMLESS” PROVISION**

All parties using POHB facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold POHB harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by POHB, its agents, and employees on the account of any claim, suit or action made or brought against POHB, its agents and employees, for the death of or injury to persons or destruction of property involving the indemnitor, its employees, agents and representatives, sustained in connection with the use of said facilities and equipment.

**HIMALAYA CLAUSE**

It is hereby expressly agreed between POHB and any Carrier using POHB facilities that as a condition and consideration of using those facilities, POHB, as well as any and all its employees, servants, agents and/or independent contractors, used or employed in connection with the performance of any of the Carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, POHB shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that POHB shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**DOCKAGE - GENERAL RULES**

**Berth Assignment:** Berth assignment will be issued at the sole discretion of POHB to the owners, agents or operators of vessels for use of a specific berth by a specific vessel. No vessel will be permitted to berth at a wharf or terminal facility of POHB without a prior berth assignment being granted by POHB. Applications for berth assignments must be made as far in advance of the arrival of vessel as reasonable and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged.

**Basis for Computing Charges:** Dockage charges shall be based on 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 that source, POHB may accept information from the vessel's official papers or measure the vessel.

**Dockage Period – How Calculated:** The period of time upon which dockage will be assessed shall commence when the vessel is made fast and until departure. No deduction will be allowed for Sundays, Holidays or because of bad weather or other conditions. When a vessel is shifted directly from one berth to another operated by POHB, the total time at such berths will be considered together in computing the dockage charge.

In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period. POHB, at its own discretion, may charge vessels less than 105 feet LOA (upon proper notification and moorage permission) by ¼ of the 24-hour clock.

**No Warranty as to Depth of Water at Berth:** When accepting a request and issuing a berth assignment, POHB makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. POHB makes every effort to maintain adequate water depths, but they vary continually because of the influence of tidal changes, volume of tidal flow, and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel's interest to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel. POHB, upon request of the Master or vessel's owners, charterers, operators, or agents, will supply information on water depths alongside berths based upon most recent soundings.

**Responsibility for Vessel Delay, Shifting or other Costs Because of Water Depth:** POHB will assume no responsibility for vessel delay, shifting expense or other costs when the vessel's interest deems it prudent, for the purposes of ensuring the safety of the vessel, to interrupt loading and/or shift to deeper water during shallow water periods.

**Vacate Berth as Ordered:** POHB reserves the right to order a vessel to vacate the berth when not actually engaged in loading and/or discharging operations.

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

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

At its option, POHB may affect the removal of a vessel from berth at the expiration of the time period specified in the order to vacate with all risks, liability and expense for the vessel's account. The alternatives permitted POHB under these rules shall be a choice solely at the discretion of POHB.

- (2) A vessel that does not work to its fullest capacity to complete loading or unloading operations within the allotted time, or a vessel arriving earlier or later than agreed, or a vessel requiring more time at POHB than agreed, will be adjusted to the extent possible consistent with advance commitments to other vessels made by the terminal.

When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work overtime at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth. Any vessel refusing to work overtime shall vacate the berth upon written order from POHB. When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

The vessel acknowledges responsibility for damage arising out of any shipboard fires and shall hold POHB harmless from and indemnify POHB for any and all damage, liability, settlements, loss, costs and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at POHB facilities, except for that resulting from the sole negligence of POHB, or that of the POHB's employees or agents.

**Accepting Responsibility for Payment:** Pursuant to PORT OF HUMBOLDT BAY Tariff where "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.

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**Conditions of 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 Item No. 125 in this tariff, amendments and reissues thereto, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require signature(s) of the financially responsible party or parties completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

- A. The vessel agent or other person requesting reservation of a berth (“berthing agent”) shall, as a part of the berth reservation process, provide to the extent of his or her knowledge all information called for on the Application for Vessel Berth Reservation for 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 therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent’s attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and the berthing agent held personally liable to the Port for any financial loss suffered by the Port as a result of the agent’s failure to so report accurately.
- B. Should the berthing agent, subsequent to submission to this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- C. All estimates of port charges are subject to approval and/or adjustment by the Port.
- D. 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.
- E. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.
- F. **Vessel Berthing Cancellation:** Any vessel or agent cancelling a berthing reservation is subject to a \$250.00 cancellation fee. Should a vessel berthing reservation need to be canceled, written notice must be received by POHB at least 72 hours prior to the vessel’s berthing reservation time. If 72 hour notice is not provided to POHB, the authorized vessel agent shall also be charged for all reservation related expenses incurred by POHB as well as an administration fee



**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**SCHEDULE OF DOCKAGE RATES (Berths 1 & 2)**

Length of Vessel Overall Meters/(Feet)		Rate Per 24-hour day	Length of Vessel Overall Meters/(Feet)		Rate Per 24-hour day
<b>Over</b>	<b>Not Over</b>	<b>\$</b>	<b>Over</b>	<b>Not Over</b>	<b>\$</b>
0	30.48 (100)	184.15	167.64	175.25 (575)	3338.64
30.48	45.72 (150)	260.10	175.25	182.88 (600)	3504.07
45.72	60.96 (200)	355.82	182.88	190.50 (625)	4009.70
60.96	76.20 (250)	498.35	190.5	198.12 (650)	4666.19
76.2	91.44 (300)	852.09	198.12	205.74 (675)	5309.16
91.44	106.68 (350)	1201.66	205.74	213.36 (700)	6214.31
106.68	114.30 (375)	1492.97	213.36	220.98 (725)	6607.58
114.3	121.92 (400)	1643.83	220.98	228.60 (750)	7560.59
121.92	129.54 (425)	1,781.94	228.6	236.22 (775)	8579.14
129.54	137.16 (450)	2021.24	236.22	243.84 (800)	9632.02
137.16	144.78 (475)	2177.56	243.84	259.08 (850)	11063.61
144.78	152.40 (500)	2391.88	259.08	274.32 (900)	12586.76
152.4	160.02 (525)	2716.48	274.32	289.56 (950)	14180.65
160.02	167.64 (550)	3235.64			

**SECTION 2  
DOCKAGE & MOORAGE**

**APPLICATION**

**EXCEPTIONS TO REGULAR DOCKAGE RATES**

(1) Vessels requesting exception pricing and meeting all the following requirements will be charged dockage at a rate of \$.74 per foot per day:

- Not over 200 feet in length
- Not loading or unloading cargo for transshipment
- Not loading or unloading passengers
- Written permission from POHB to berth at Pier 1, 2 or 3

(2) At POHB's discretion, vessels on idle status may be permitted to moor at a vacant berth when such berth is available. Idle status may include times when a vessel is permitted to make repairs or alterations.

Vessels in idle status shall be assessed dockage at \$2.17 per foot per day. Contact POHB for long-term rates for idle vessels.

(3) Vessels of the U.S. Government and the State of California may, at the discretion of POHB, be berthed at terminals without charges.

(4) Lay berth status is defined and used in this document as a vessel waiting for loading or unloading or discharge berth.

Lay status permission must be requested from POHB in advance and may be granted at the discretion of POHB. If the request for lay berth is not received prior to the vessel arrival, and lay berth rates are later requested, a billing/rebilling fee of \$250.00 will be assessed.

The dockage charge for lay berth status shall be calculated at 50% of the applicable dockage rates as published in the Schedule of Dockage Rates, or a minimum of \$175.00 per period, whichever creates the greater revenue.

Vessels on lay status for over seven (7) consecutive days may request to POHB, in writing, for long-term lay status (each day over the seventh (7<sup>th</sup>) day), which may be granted at POHB's discretion. Long-term lay status would be calculated at an additional discounted rate of 20% for each day past the seventh (7<sup>th</sup>) day, for a total discount of 70% off the posted rates.

(5) Discounted, prorated and gratis berth charges are at the discretion of POHB and are granted per occasion as deemed by POHB. Previous granting of discounted, prorated and gratis berth charges are not a guarantee of future rights.

**SECTION 3  
LABOR SERVICE**

**APPLICATION**

**LABOR SERVICE GENERAL RULES**

**Labor Rates Subject to Change:** The rates named in this tariff, additions, revisions, or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of POHB, resulting in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the labor rate basis.

**Checking of Freight:** The service of counting, tallying and checking cargo against appropriate documents for the account of the vessel, or other person requesting same. Checking does not include grading, sealing, surveying, weighing, measuring, marking, segregating, samplings or supplying any information that cannot be obtained by visual inspection of the package, case or other shipping container.

**Responsibility Limited:** In performing the service of checking, POHB will accept no responsibility for concealed damage or condition of packages, cases or other containers whether or not receipts issued so state.

**Payment of Labor:** Where checkers, wharf gangs, lift drivers, linesmen, watchmen or other wharf labor is employed by or through POHB at the request of the carrier, shipper, consignee or other party, the time of such labor involved will be carried on the payroll of POHB and the Port will bill the party responsible at the rates as provided herein.

**Standby or Waiting Time:** When labor is ordered for a specific time and is on the job, ready for work, or having started work, and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of POHB, standby or waiting time for the workers will be assessed at actual wages paid plus 65 percent.

**Services Requiring Labor for a Minimum Number of Hours:** When POHB is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at actual wages paid labor plus 65 percent.

**Labor Rate Time Periods:** Labor rate time periods will be defined as follows:

**Straight Time** – Labor performed between the hours of 08:00 and 17:00, Monday through Friday.

**Overtime** – Labor performed between the hours of 00:00 and 07:59, Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.

**Holiday and Weekend Time** – Labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this tariff.

**SECTION 3  
LABOR SERVICE**

**APPLICATION**

Unless otherwise provided, labor rates plus charges for equipment rental will be charged:

- (1) For all miscellaneous services for which no specific rates are named in this tariff, additions, revisions or supplements thereto;
- (2) For services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items;
- (3) For cargo in packages or units of such unusual bulk, size, or shape or weight as to preclude handling, loading, unloading or transferring at the specific rates named in this tariff, additions, revisions or supplements thereto;
- (4) For any services delayed on account of extra sorting, special checking, inspection or from other causes not ordinarily incidental to such service;
- (5) For labor cleaning, covering cars and/or preparing them for receiving cargo;
- (6) Installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others;
- (7) Re-coopering or reconditioning cargo.

**LABOR SERVICE RATES**

When services are performed by the Terminal Company for which no specific commodity rates are specified in this Tariff, charges for such services will be assessed on the basis of the labor rates as per the following schedule:

<b>Labor Classification</b>	<b>Man-Hour \$ Rate (Straight Time)</b>	<b>Man-Hour \$ Rate (Overtime)</b>	<b>Man-Hour \$ Rate (Weekend/Holiday)</b>
Longshoreman	89.76	134.64	150.35
Linesman	89.76	132.00	146.78
Crane Chaser	91.80	137.70	153.77
Utility Driver	103.02	154.53	172.56
Crane Operator	117.30	175.95	196.48
Clerk	112.20	168.30	187.94
Supercargo	122.40	183.60	205.02
Utility Worker	117.30	175.95	196.48
Walking Boss	144.84	217.26	242.61

**LONGSHORE LABOR SERVICES**

**SECTION 3  
LABOR SERVICE**

**APPLICATION**

**OTHER LABOR SERVICES (Non-Stevedoring Operations)**

<b>Labor Classification</b>	<b>Man-Hour \$ Rate (Straight Time)</b>	<b>Man-Hour \$ Rate (Overtime)</b>	<b>Man-Hour \$ Rate (Weekend/Holiday)</b>
Security Gangway Watch	23.46	35.19	39.30
Security Officer	45.90	68.85	76.88
Maintenance Labor	75.48	113.22	126.43
Crane Operator	75.48	113.22	126.43

**PILOTAGE:**

**PILOTAGE  
CHARGES**

Outbound/Inbound	\$0.1971 cents per Gross Registered Ton. Plus \$30.87 per feet of deep draft
Minimum Charge	
1. Less than 300 feet LOA (Round Trip): \$3,000	\$3,795
2. Every 100 feet LOA thereafter (Additional)	\$1,075
Shift Rates	
a. Wharf to wharf, wharf to anchor, or anchor to wharf	\$2,530
b. From No. Bay to So. Bay, or So. Bay to No. Bay	\$3,163
Pilot carried away from Station	
a. Actual expenses and per diem of:	\$950 per day
Uncorrected Orders	
a. When vessel's owner or agents do not correct their ETA within four (4) hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival	\$633 per hour
Standing-By	
When a pilot is onboard a Ship, Tug or Pilot Boat standing -by for a vessel to arrive, shift or sail and the movement is delayed, a charge of \$500 per hour will be incurred: (1/4 hour charges thereafter)	\$633 per hour
All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction	

**SECTION 4  
MISCELLANEOUS SERVICES AND CHARGES**

**APPLICATION**

**HOURLY EQUIPMENT RENTALS**

<b>Category</b>		<b>\$ Rate/Hour</b>
Forklift	\$35 per hour, 1 hour min., ½ hour increments thereafter	\$35.00
POHB Boat	\$100 per hour plus Operator, 3 hour Minimum	\$100.00

**BERTHING EQUIPMENT RENTALS**

**Gangway Rentals:** Gangway rental periods shall commence from the time the vessel arrives at POHB berth and end at the time the vessel departs from POHB berth. Gangway rental periods shall include one (1) of the following available gangway sizes: TBD

**LINES SERVICE RATE SCHEDULE**

The manning and charges derived thereof shall be determined by POHB and the ILWU:

<b>Service</b>	<b>Crew</b>	<b>Straight Time \$</b>	<b>Overtime \$</b>	<b>Holiday/Weekend \$</b>
Handling Lines	2 men	530.40	795.60	888.42
Handling Lines	4 men	1082.22	1623.33	1812.72
Handling Lines	6 men	1606.50	2409.75	2690.89
Handling Lines	8 men	2196.06	3294.09	3678.40

**Waiting Time:** When Linesmen work six minutes past the two-hour minimum, an additional charge of \$75.00 per man for each 30 minutes will be added.

**No Work Holidays:** Contact POHB staff for updated holiday surcharges.

**SECTION 4  
MISCELLANEOUS SERVICES AND CHARGES**

**APPLICATION**

**FRESH WATER RATES**

Service charge for connecting and disconnecting on straight time.....\$100.00  
 Charge for each ton of fresh water.....\$1.88  
 Monthly meter service charge.....\$25.00

**ELECTRIC SERVICE**

POHB will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. POHB shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service. Electrical services will be billed at the most current Pacific Gas and Electric Advertised Rate.

Service charge for connecting and disconnecting on straight time.....\$100.00  
 Electrical adapters (monthly charge).....\$25.00  
 Monthly meter service charge.....\$25.00

**OILY WASTE OR GARBAGE DISPOSAL**

Vessels requiring discharge of oily waste or garbage shall inquire of the Port's Terminal Manager for the name of the waste or garbage hauler and/or reception facilities permitted by the Port to receive, haul and dispose of such waste and/or garbage. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility by the vessel, its agent, owner, charterer or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler and/or reception facility is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility permitted by the Port. The discharge by a vessel of oily waste or garbage at any terminal at POHB shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and local laws and regulations.

If the vessel's agent, owner, charterer or crew requests the Port arrange such service, the Port will be invoiced for the service and in turn invoice the vessel at the cost plus 20% rebilling fee. Due to the billing delay from oily waste/garbage disposal vendor, said rebilling may be delayed and sent under separate invoice. A copy of the vendor's bill for services will be provided with Port's invoice.

**SECTION 4  
MISCELLANEOUS SERVICES AND CHARGES**

**APPLICATION**

**FUEL FLOWAGE FEE**

All bulk fuels including diesel and lube oil delivered to vessels berthed at POHB will be assessed a fuel flowage fee in the amount of four (4) cents per gallon. This fee will be assessed to the distributor providing the fuel and shall be reported with a copy of the fuel ticket and vessel detail including vessel name, captain's name and company contact information (address and phone) to POHB Office located at 601 Startare Drive, Eureka, CA 95502 upon departure of fueling the vessel. Fueling done outside of normal business hours must be reported to POHB office at (707)443-0801.

**PASSENGER TRAFFIC SERVICES**

Passengers embarking or disembarking from/to at-anchor vessels or piers for which POHB provides security shall be charged \$7.35 per person.

**SECURITY FEE**

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard Regulation 33 CFR 105, POHB may assess against and collect from ocean-going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in this tariff, shall be in addition to all other fees and charges due under the tariff.

Port FSO and one (1) Security Gangway Watchman will be on duty two (2) hours prior to vessel arrival for required set-up and security preparation of docks, services will be charged at rates stated. See Item 305, OTHER LABOR SERVICES (Non-Stevedoring Operations).

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 levels mandated by the US Department of Homeland Security.

Minimum Port Security fee: **\$577.00** per vessel per day



**SECTION 5  
WHARFAGE**

ITEM#	APPLICATION
	<p style="text-align: center;"><b><u>WHARFAGE GENERAL RULES</u></b></p> <p>(1) <b>Limitations:</b> Freight assessed full wharfage may be reshipped by water from same wharf where received or may be transferred direct to other wharves or facilities of POHB for reshipment or delivery without being subject to further assessment of wharfage.</p> <p>(2) <b>Direct Transfer – Open Cars:</b> All cargo handled direct between open cars and vessels will be subject to the full wharfage assessment.</p> <p>(3) <b>Overside Vessels:</b> Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship's manifest and the respective traffic and commodity classifications of the cargo.</p> <p>(4) <b>Exemptions:</b> Ship's stores, fuel handled overside vessels and repair materials and supplies, all when intended for vessel's own use, consumption or repairs, will be exempt from assessment of wharfage unless POHB employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.</p> <p>Note: Ballast, dunnage lumber or materials ostensibly not for use in stowage of freight loaded at the wharves of POHB and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship's stores and shall be subject to wharfage and such other charges as may be incurred.</p>
	<p style="text-align: center;"><b><u>WHARFAGE RATES</u></b></p> <p>Rates are in cents per 1,000 kilograms (metric ton) unless otherwise provided in individual items. Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000,000 Kilograms, POHB reserves the right to negotiate wharfage rates.</p> <p style="text-align: center;"><b><u>SERVICE &amp; FACILITIES GENERAL RULES</u></b></p> <p><b>Definition:</b> Service and facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks, which by the custom of the Port are normally employed by the vessel, its owner, operator or agent.</p> <p>No person other than a POHB employee or person designated in writing by POHB to perform such services shall be permitted to perform the services covered by this definition.</p> <p><b>Withdrawn Cargo:</b> Full inbound or outbound service and facilities charge will be assessed on cargo received at or on POHB facilities</p>

**SECTION 5  
WHARFAGE**

APPLICATION				
With Exception of Freight NOS, Commodities Are "Generally" Listed in Alphabetical Order	Wharfage	Service & Facility		Delivery
	<b>Freight, NOS</b>			
Import/Inbound per 1,000 kgs	\$11.03		\$54.49	
Export/Outbound Traffic per 1,000 kgs	\$11.03		\$54.49	
<b>Service &amp; Facilities, NOS Inbound</b>				
0-1,000 kgs per unit	\$23.06 In	\$14.56	Out	
1,000-3,000 kgs per unit	\$13.24 In	\$10.99	Out	
3,000 kgs or more per unit	\$9.12 In	\$9.12	Out	
Handled direct between vessels open vehicles or water	\$3.73 In	\$3.73	Out	
<b>Boats, Pleasure</b>				
Import, per 1,000 kgs	\$30.26	\$23.35		
M/H Export, per Cubic Meter	\$2.36	\$4.00		
<b>Houses or Buildings, Modules</b>				
Fabricated, KD or in Flat Sections	\$9.39	\$12.91		\$8.99
<b>Logs, Viz (Namely)</b>				
Logs, Bolts or Peelers per 1,000 FBM				
Scribner Scale - Between vessel & dock	\$9.99	\$8.12		
Ex-Water	\$4.65	\$3.73		
<b>Lumber/Lumber Products</b>				
Lumber, per 1,000 FBM:				
NOS	\$6.27	\$19.13		\$13.30
Piling, Poles, Posts or Cants per 1,000 FBM (Brereton Scale)	\$6.27	\$6.16		
Plywood, Veneered Wood, or Wood Hardboard, per 1,000 kgs	\$5.94	\$17.30		\$12.89
<p><b>Note:</b> Small Lots Fee: A charge of \$100 will be assessed against inbound Lumber for bills of lading below 20 metric tons</p> <p><b>Note:</b> When Hardwood Lumber of Logs are manifested per weight, the following ratios will be used to determine the FBM: Lumber - 3.5 lbs. per FBM; Logs - 4.5 lbs per FBM. When Hardwood Lumber or Softwood Lumber is manifested per cbm, the following ratio will be used to determine the FBM: 2.36 cbm per MFBM.</p>				

**SECTION 5  
WHARFAGE**

<b>APPLICATION</b>			
	WHARFAGE	SERVICE & FACILITY	DELIVERY
<b>Machinery, Farm &amp; Construction Equip.</b> Machinery, Farm & Construction Equipment & Parts, non-drivable. See <b>Note</b> NOS up to 24,000 kgs per unit	\$11.27	\$17.89	\$9.91
Farm & Construction Equipment, kgs Assembled & drivable up to 24,000 See <b>Note</b> per unit	\$11.27	\$17.89	\$9.91
Farm & Construction Equipment & Issued: 07/16/09 Parts, drivable & non-drivable, units weight 24, 000 kgs and over	\$11.27	\$14.10	\$7.02
Direct Load or Discharge between  Truck/Railcar & Ship	\$11.27  \$11.27	\$14.10	\$7.07  \$3.83
Ro-Ro Machinery, Ro-Ro Cargo Loading, not including lashing and securing	\$11.27	\$7.02  \$316.53 per car	\$6.04
Metals, NOS, weighing 0-999 kgs per unit	\$10.91	\$31.30	\$9.52
Metals, 1,000-1.999 kgs per unit	\$10.91	\$13.76	\$9.52
Metals, 2,000-2,999 kgs per unit	\$10.91	\$11.56	\$9.52
Metals, 3,000 kgs and over per unit	\$10.91	\$9.42	\$9.52
<b>Note:</b> Small Lots Fee: A charge of \$100 will be assessed against inbound Metals for bills of lading below 20 metric tons			
<b>Paper/Paper Products NOS</b>	\$5.69	\$26.40	\$6.32
Scrap or wastepaper or pulpboard, in machine-pressed bales	\$5.69	\$23.63	\$7.47
<b>Pulp</b> Paper/wood (except screenings, tailings or wetlaps), compressed bales when received unitized for forklift handling:			
0-1,000 tons per vessel	\$3.93	\$26.40	\$6.32
1,000 tons or over	\$3.93	\$23.63	\$6.32

**SECTION 5  
WHARFAGE**

**APPLICATION**

	WHARFAGE	SERVICE & FACILITY	DELIVERY
<b>Vehicles, Viz</b>			
NOS	\$21.43	\$31.07	
Vehicles, Non-Traditional for water or air (i.e. helicopters, sailplanes)			
Automobiles, NOS including POVs (privately owned vehicle), custom vans	\$10.53	\$20.80	\$14.87
Automobiles, discharged from/loaded to Auto carriers volume per individual import/vehicle, export account per calendar year:			
1-40,000	\$9.47	\$13.98	
40,001 and up	\$7.15	\$13.98	
<b>Windmills, Knocked Down</b>			
See Port Director for special rate considerations	\$10.98	\$9.69	

**NOS** - Not Otherwise Specified

**KGS** - Kilograms

**M/H** - Man-Hours and Equipment

**FBM** - Feet Board Measure

**CBM** - Cubic Meter

**MFBM** - Metric Foot Board Measure

**KD** - Knocked Down

**S&F** - Service and Facility Charge

**D/O** - Delivery Order

**VIZ** - Namely

**Wharfage** - a charge assessed all cargo passing, or conveyed over, onto or under wharves, or between vessels (to or from barge, lighter or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf, and does not include charges for any other service.

**SECTION 6  
DEMURRAGE & STORAGE RATES**

**APPLICATION**

**DEMURRAGE & STORAGE GENERAL RULES**

**Computing Free Time:** Free time is inclusive of Saturdays, Sundays and holidays. Free time starts on the day the cargo is delivered to or received by the terminal. Unless otherwise stipulated or agreed upon by POHB, free time will be allowed for ten (10) days on inbound cargo and ten (10) days on outbound cargo.

On all outbound or export cargo, the terminal may grant up to twenty (20) days assembly time beyond the regular free time allowance to assemble cargo for a particular vessel or shipment.

Any cargo which occupies space beyond the allowed free time will be assessed wharf demurrage charges in accordance with this tariff unless arrangements have been made for storage.

**STORAGE & STORAGE CHARGES**

Goods or merchandise for storage will only be accepted by POHB provided prior arrangements have been made. Any cargo that is not designated for a particular vessel or shipment will be considered as goods or merchandise delivered for storage purposes.

Storage charges on all goods and merchandise stored at POHB's facilities will become due and payable as invoiced. Storage charges are solely the charges for use of space in the warehouse or yard and do not include charges for any other service.

Storage charges will be assessed per month or part thereof, commencing on the days the goods or merchandise is received by POHB until the day it is removed from the Port premises. Storage rates are based on square footage and availability. Contact POHB personnel for current rates.

**DEMURRAGE RATES**

Per day, weight or measure, whichever produces the greatest revenue:

<b>Commodity</b>	<b>1,000 kgs.</b>	<b>Cubic Meter</b>
All Freight NOS – Inbound.....	\$.63	\$.44
All Freight NOS – Outbound.....	\$.573	\$.44

**STORAGE RATES**

Outside Storage rate at Redwood Marine Terminal berths 1 & 2 \$0.15 per foot per day.

<b>Fields Landing Boat Yard</b>		
Service/Charge	Effective 12/1/2019 Resolution 2019-12	Effective 10/01/2022
<b>TRAVELIFT</b>		
Round Trip	\$9.40 per foot \$314 minimum +\$200 dredge fee	No change
One Way	\$4.70 per foot \$189 minimum +\$100 dredge fee	No change
Emergency Haul - One Way	\$18.80 per ft +30 lay days +\$100 dredge fee	No change
Haul-out Deposit	Starting at \$500	No change
On-site wash water containment fee	\$85/vessel	No change
Cancellation fee for late/no-show haul appointments	\$189	No change
Hourly Travelift Charge	\$145 per hour one hour minimum	No change
Lay Days (work yard rental)	\$1.20 per ft/per day	No change
Boat Stand Rental	\$10 each/month	No change
Forklift Fee	\$70 per hour, one hr min.; thereafter 1/2 hour increments	No change
Pressure Washer Rental	\$40 for 4 hours	No change
<b>STORAGE</b>		
Yard Rent Monthly	Vessel less than 40 ft \$500/month; Vessel 41-60 ft \$750/month; Over 60', \$0.35 per sq ft/month	No change
Yard Rent Annually	Vessel up to 40 ft \$400/month; Vessel 41-60 ft \$650/month; Over 60 ft, \$0.31 per sq ft/month	No change
Building Rent	\$3.50 per ft/per day	No change
Side Storage	\$57/per space/month	No change

<b>Redwood Marine Terminal and Shelter Cove</b>		
<b>Service/Charge</b>	<b>Effective 7/1/2015 per Resolution 2019-13</b>	<b>Effective 10/01/2022</b>
<b>REDWOOD MARINE TERMINAL</b>		
Monthly Storage	\$0.30 per sq ft/month	No change
Annual Storage	\$0.27 per sq ft/month (paid in advance)	No change
Outside Storage	\$0.15 per sq ft/mo (no yearly discount)	No change
Moorage	\$0.42 per foot/day	No change
<b>SHELTER COVE</b>		
Monthly Storage	Deleted	No change
Round Trip Launch/Haul	Deleted	No change
Charter Boat (including launch)	Deleted	No change
Charter Boat Self Launch	Deleted	No change
Self-Launch Parking	Deleted	No change

<b>Equipment Fee Schedule</b>		
<b>Service/Charge</b>	<b>Effective 12/1/2019 per Resolution 2019-04</b>	<b>Effective 10/01/2022</b>
<b>Harbor District Boats (plus personnel costs)</b>	Port Authority Boat*: \$120/hour - 2 hour minimum Fire Boat*: \$600/hour - 2 hour minimum Work Boat (Bar Fly)*: \$120/hour - 2 hour minimum Aluminum Skiff*: \$100/hour - 2 hour minimum Barge (30'):\$800 per 24 hours Barge (30'):\$2,500 for 7 days Barge (30'):\$10,000 for 30 days <b>*Staff time billed at actual cost</b>	Port Authority Boat*: \$120/hour - 2 hour minimum Fire Boat*: \$600/hour - 2 hour minimum Work Boat (Bar Fly)*: \$120/hour - 2 hour minimum Aluminum Skiff*: \$100/hour - 2 hour minimum Barge (30'):\$800 per 24 hours Barge (30'):\$2,500 for 7 days Barge (30'):\$10,000 for 30 days <b>*Staff time and fuel billed at actual cost</b>
<b>Pontoon Boat (plus personnel costs)</b>	\$100/hour - 2 hour minimum	\$100/hour - 2 hour minimum
<b>Containment Boom</b>	Actual cost of deployment and cleaning	No change
<b>Absorbant Pad (includes disposal cost)</b>	\$1.75 per pad	No change
<b>Absorbant Boom</b>	\$45/8' section	No change
<b>Bag of Sweep</b>	\$120	No change
<b>Personnel (salary plus benefits times actual time)</b>	Actual Cost	Actual Cost
<b>VideoRay Explorer Micro-submersible ROV 130' depth</b>	\$250/day +personnel cost	No change
<b>35 KW Generator</b>	\$215/day +fuel	No change
<b>Whacker Light Stand</b>	\$112/day +fuel	No change
<b>Oil Spill Trailer</b>	\$200/day +replacement of consumables plus decontamination	No change
<b>Side Scan Sonar</b>	\$500/day +personnel costs	No change
<b>Security Zone Buoy System</b>	\$1000 per 24 hour period (installed)	No change
<b>All Other Specialized Equipment</b>		At the discretion of Executive Director



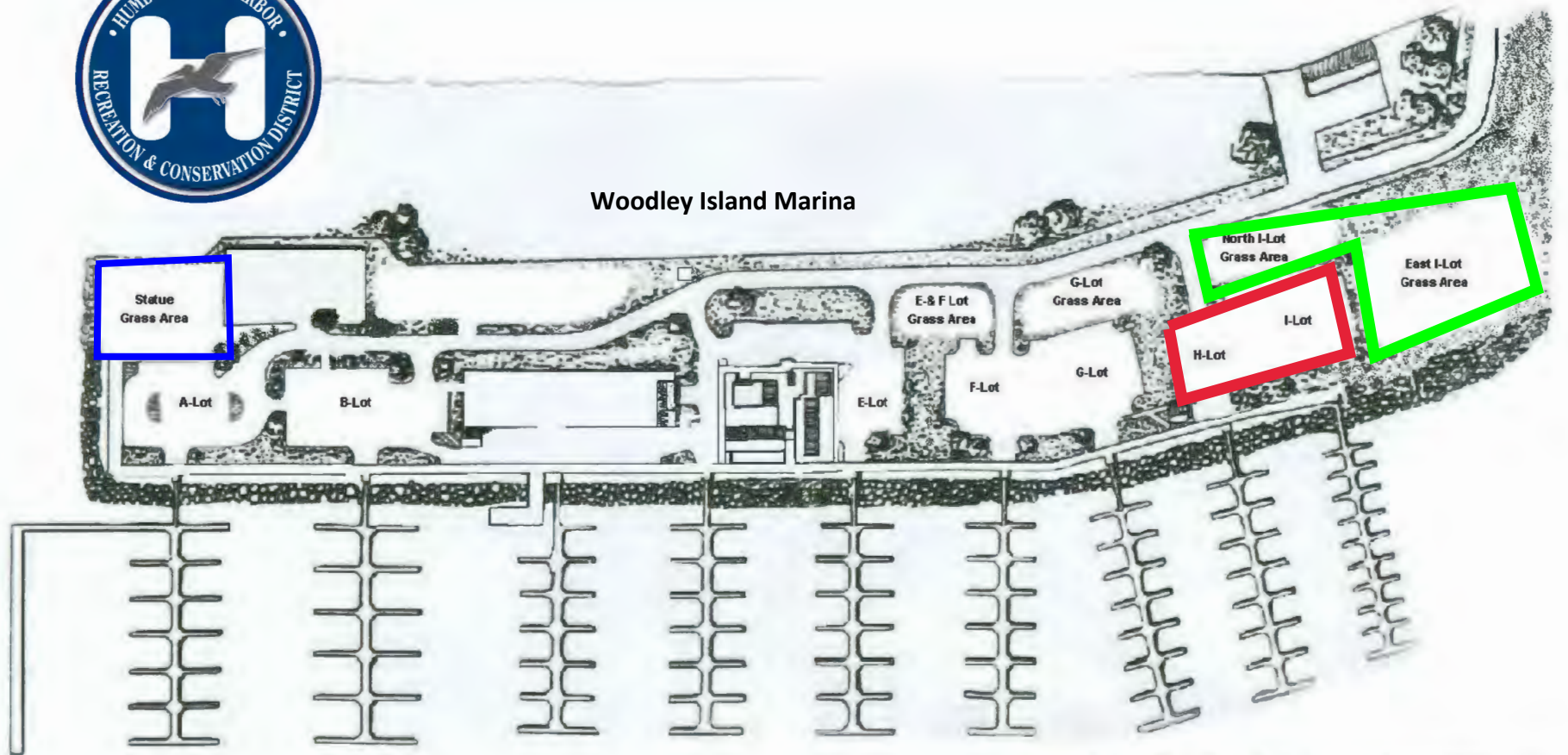
<b>Woodley Island Marina</b>		
<b>Service/Charge</b>	<b>Effective 1/1/2020 per Resolution 2019-15 and 7/1/2020 per Resolution 2020-04</b>	<b>Effective 10/01/2022</b>
<b>WOODLEY ISLAND Slip Rates</b>		
<b>Transient Daily</b> (Incl. Maintenance Dredge Surcharge and Float Replacement Fee)	\$0.75 per linear foot per day eff 01/01/2020. Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index	No change
<b>Transient Weekly</b> (Incl. Maintenance Dredge Surcharge and Float Replacement Fee)	\$3.88 per linear foot per week; Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index	No change
<b>Transient Monthly</b> (Incl. Maintenance Dredge Surcharge and Float Replacement Fee)	\$11.64 per linear foot per month effective 01/01/2020. Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index	No change
<b>Monthly - Permanent Tenants*</b>	\$4.19 per linear foot per month; Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index	No change
<b>Yearly- Permanent Tenants*</b> * 12 months Paid in Advance	\$3.78 per linear foot per month paid 1 year in advance; Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index.	No change
*Plus Maintenance Dredge Surcharge	\$1.51 per linear foot effective 07/01/2020. Annual CPI Increase beginning 07/01/2021 using the US City Average-All Urban Consumers Index.	No change

<b>Woodley Island Marina</b>		
<b>Service/Charge</b>	<b>Effective 1/1/2020 per Resolution 2019-15 and 7/1/2020 per Resolution 2020-04</b>	<b>Effective 10/01/2022</b>
*Plus Float Replacement	\$0.51 per linear foot; Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index	No change
<b>Liveaboard</b>		
<u>Live Aboard Permit Application Fee and initial vessel inspection (One-time for specified permit period)</u>	No Charge	No change
Inspection (30 day inspection period)	\$50 non-refundable one time charge	No change
Up to 2 people (EXISTING TENANTS)	No Charge	No change
Up to 2 people (NEW TENANTS)	No Charge	No change
Each additional liveaboard person	No Charge	No change
<b>Boat Insurance</b> Boat insurance is required by the harbor. If you do not have proof of insurance a monthly <del>fee</del> penalty will be added to your account until policy is received.	\$100 per month	See update in wording
<b>Restroom Key Deposit</b>	\$20 each	No change
<b>Electrical Plug Deposit</b>	\$100	No change
<b>Forklift Fee</b>	\$70 per hour, one hr min.; thereafter 1/2 hr increments	Billed monthly: \$70 for first usage, \$40 for each subsequent use
<b>Storage Areas</b>		
WIM Fenced Storage Yard	\$0.30 per sq ft/per month; \$50 minimum	No change
Per Year paid in advance	\$0.27 per sq ft/per mo/per yr	No change
Work Yard	\$1.25 per marked square/per day	No change
Per month	\$0.30 per sq ft/per month; \$50 minimum	No change
Per Year paid in advance	\$0.27 per sq ft/per mo/per yr	No change
Parking Space (car or trailer)	\$2.25 per space/per day \$30 per space/per month \$200 per space/per year	No change
Kayak Rack <u>Per Year paid in advance</u>	\$15/month \$150 Annually	No change

<b>Woodley Island Marina</b>		
<b>Service/Charge</b>	<b>Effective 1/1/2020 per Resolution 2019-15 and 7/1/2020 per Resolution 2020-04</b>	<b>Effective 10/01/2022</b>
<b>Fish Sales Permit</b>	\$100 Annual	No change
<b>Work Dock/Hoist Use</b>	\$40 per hr (WIM tenants free) - 1 hr min.	No Change
<b>Forklift Fee</b>	\$70 per hour/one hour then 1/2 hour minimum	Billed monthly: \$70 for first usage, \$40 for each subsequent use
<b>Pump Outs (by District Personnel)</b>		
Bilge	\$20 per pump out of less than 50 gals (tenants and govt free)	No Change
Sewage	Free	Free
<u>Emergency pump-out</u>	\$100	No Change
<b>Showers</b>	\$.50 for six (5) minutes	No Change
<b>Washers</b>	\$2.50 per load	No Change
<b>Dryers</b>	\$0.25 for 7 minutes	No Change
<b>Soap Dispenser</b>	\$1.00 per box	No Change
<b>Events or Concessions (Actual District staff costs and expenses plus the following:)</b>		
<b>Conference Room (8am-5pm Weekday Non holiday)*</b>	\$50 per 1/2 day or \$75 all day	No Change
<b>Conference Room (Weekend, after 5pm or Holiday)*</b>	\$300 per day	No Change
<b>*Government and Non-Profit 50% Discount</b>		
Special Events <del>(utilizing less than 1,000 sqft)</del>	\$25 per day	Flate Rate of \$250 per day of each lot or grass area (see Attachment A)*  *Government and Non-Profit 50% Discount
Special Events <del>(utilizing 1,001--5,000 sqft)</del>	\$50 per day	
Special Events <del>(utilizing 5,001--40,000 sqft)</del>	\$250 per day	
Special Events <del>(utilizing greater than 40,000 sqft)</del>	\$750 per day	



### Woodley Island Marina



North I - Lot Grass Area & East I- Lot Area = \$250/day  
H Lot & I Lot = \$250/day  
Statue Grass Area = \$250/day

Government & Non-Profit 50% Discount