

**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 **15th day of August 2022** by the following polled vote:

AYES: Dale, Higgins, Kullmann, Marks, Newman

NOES:

ABSENT:

ABSTAIN:

ATTEST:



Greg Dale, President
Board of Commissioners



Richard Marks, Secretary
Board of Commissioners

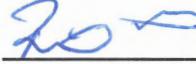
CERTIFICATE OF SECRETARY

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 **15th 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 **15th day of August 2022**.



Richard Marks, Secretary
Board of Commissioners

Harbor District Office		
Service/Charge	Effective 11/1/2019 per Resolution 2019-16	Effective 10/01/2022
Requests for Copies of Public Documents		
Archival Research	\$75/hour, one hr minimum, 1/2 hr increments thereafter	No change
<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>		
Photocopy cost (no binding included):		
~ Request 50 or more copies	Actual Cost**	
~ Photocopy cost (less than 50 copies) - B&W	\$0.10 per side	
~ Photocopy cost - color (per page)	\$1.00 per side	
~ Photocopy cost - oversized up to 11"x17"	\$0.25 per side	
~ Electronic media (disk, tape, etc)	Actual Cost**	No changes
<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>		
Facsimiles	\$1.00 per page	No change
Board Meeting Agendas	\$25.00 per calendar year	No change
Paper copies for entire Fiscal Year		
Board Meeting Minutes	\$25.00 per calendar year	No change
Paper copies for entire Fiscal Year		
Notary Services	\$15 per signature, per page	No change
Fees set by state		
Permit Process	see below	See update in wording
A non-refundable deposit is required with application for permits. In addition to the deposit, all actual costs beyond the deposit will be charged based on fully burdened rates and all third-party costs will also be charged.		
~ 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	No changes to rates
Late Fees and Interest		
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 supersede this proposal.		
Account balances between \$5-\$50	see below	\$10
Account balances between \$50.01-\$100	see below	\$15
Account balances over \$100.01	see below	\$25
Ten (10) days after due date.	10% of outstanding balance, \$25 minimum	Remove
Thirty (30) days after due date and every 30 days thereafter.	10% of outstanding balance, \$25 minimum	Remove

Harbor Fee Schedule		
Service/Charge	Effective 12/1/2019 Per Resolution 2019-11	Effective 10/01/2022
PILOTAGE CHARGES		
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	
Shift Rates a. Wharf to wharf, wharf to anchor, or anchor to anchor b. From North Bay to South Bay or South Bay to North Bay	\$2,300 \$2,875	No change
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		
HARBOR USAGE FEE Vessels For cost for the District providing emergency response or mutual aid, administration, maintenance, promotion, and regulation / supervision of shipping)	\$500.00 per commerical 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
ANCHORING IN THE BAY 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

Harbor Fee Schedule

Service/Charge	Effective 12/1/2019 Per Resolution 2019-11	Effective 10/01/2022
CRUISE SHIP PASSENGER FEE	N/A	Proposal to follow
BAR PILOT APPRENTICE FEE	N/A	Proposal to follow
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 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.humboldtbay.org

ISSUED: September 10, 2015

EFFECTIVE: October 1, 2015

**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

Measure	Metric Equivalent	Measure	English Equivalent
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 form 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 1st *

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 4th *

Labor Day – First Monday in September

Thanksgiving Day – Fourth Thursday in November

Day after Thanksgiving - Fourth Friday in November

Christmas Eve – December 24th *

Christmas Day – December 25th *

* 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.

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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.

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- (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.

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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

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(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 Expedited 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.

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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 or 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.

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(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.

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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.

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(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	
	<u>DOCKAGE - GENERAL RULES</u>
	<p>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.</p> <p>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.</p> <p>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.</p> <p>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 $\frac{1}{4}$ of the 24-hour clock.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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

SCHEDEULE 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
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Over	Not Over	\$	Over	Not Over	\$
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 (7th) 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 (7th) 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:

Labor Classification	Man-Hour \$ Rate (Straight Time)	Man-Hour \$ Rate (Overtime)	Man-Hour \$ Rate (Weekend/Holiday)
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)

Labor Classification	Man-Hour \$ Rate (Straight Time)	Man-Hour \$ Rate (Overtime)	Man-Hour \$ Rate (Weekend/Holiday)
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

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 therefrom shall be determined by POHB and the ILWU:

Service	Crew	Straight Time \$	Overtime \$	Holiday/Weekend \$
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		
<u>FRESH WATER RATES</u>		
	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	
<u>ELECTRIC SERVICE</u>		
	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	
<u>OILY WASTE OR GARBAGE DISPOSAL</u>		
	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	
	<u>FUEL FLOWAGE FEE</u>
	<p>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.</p>
	<p style="text-align:center"><u>PASSENGER TRAFFIC SERVICES</u></p> <p>Passengers embarking or disembarking from/to at-anchor vessels or piers for which POHB provides security shall be charged \$7.35 per person.</p>
	<p style="text-align:center"><u>SECURITY FEE</u></p> <p>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.</p> <p>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).</p> <p>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.</p> <p>Minimum Port Security fee: \$577.00 per vessel per day</p>

SECTION 5 WHARFAGE

ITEM#	APPLICATION
	<p style="text-align: center;"><u>WHARFAGE GENERAL RULES</u></p> <p>(1) Limitations: 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) Direct Transfer – Open Cars: All cargo handled direct between open cars and vessels will be subject to the full wharfage assessment.</p> <p>(3) Overside Vessels: 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) Exemptions: 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;"><u>WHARFAGE RATES</u></p> <p>Rates are in cents per 1,000 kilograms (metric ton) unless otherwise provided in individual items.</p> <p>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;"><u>SERVICE & FACILITIES GENERAL RULES</u></p> <p>Definition: 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>Withdrawn Cargo: 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
Freight, NOS					
Import/Inbound per 1,000 kgs		\$11.03	\$54.49		
Export/Outbound Traffic per 1,000 kgs		\$11.03	\$54.49		
Service & Facilities, NOS Inbound					
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
Boats, Pleasure					
Import, per 1,000 kgs		\$30.26		\$23.35	
M/H Export, per Cubic Meter		\$2.36		\$4.00	
Houses or Buildings, Modules					
Fabricated, KD or in Flat Sections		\$9.39		\$12.91	\$8.99
Logs, Viz (Namely)					
Logs, Bolts or Peelers per 1,000 FBM					
Scribner Scale - Between vessel & dock		\$9.99		\$8.12	
Ex-Water		\$4.65		\$3.73	
Lumber/Lumber Products					
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
Note: Small Lots Fee: A charge of \$100 will be assessed against inbound Lumber for bills of lading below 20 metric tons					
Note: When Hardwood Lumber or 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.					

SECTION 5
WHARFAGE

APPLICATION				
	WHARFAGE	SERVICE& FACILITY	DELIVERY	
Machinery, Farm & Construction Equip. Machinery, Farm & Construction Equipment & Parts, non-drivable. See Note 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 Note 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	\$11.27	\$14.10		\$7.07
Truck/Railcar & Ship	\$11.27			\$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
Note: Small Lots Fee: A charge of \$100 will be assessed against inbound Metals for bills of lading below 20 metric tons				
Paper/Paper Products NOS Scrap or wastepaper or pulpboard, in machine-pressed bales	\$5.69	\$26.40		\$6.32
Pulp Paper/wood (except screenings, tailings or wetlaps), compressed bales when received unitized for forklift handling: 0-1,000 tons per vessel	\$5.69	\$23.63		\$7.47
1,000 tons or over	\$3.93	\$26.40		\$6.32
	\$3.93	\$23.63		\$6.32

SECTION 5 WHARFAGE

APPLICATION			
	WHARFAGE	SERVICE & FACILITY	DELIVERY
Vehicles, Viz			
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	
Windmills, Knocked Down			
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

	<p style="text-align: center;">APPLICATION</p> <p style="text-align: center;"><u>DEMURRAGE & STORAGE GENERAL RULES</u></p> <p>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.</p> <p>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.</p> <p>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.</p>									
	<p style="text-align: center;"><u>STORAGE & STORAGE CHARGES</u></p> <p>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.</p> <p>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.</p> <p>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.</p>									
	<p style="text-align: center;"><u>DEMURRAGE RATES</u></p> <p>Per day, weight or measure, whichever produces the greatest revenue:</p> <table><thead><tr><th style="text-align: left;">Commodity</th><th style="text-align: right;">1,000 kgs.</th><th style="text-align: right;">Cubic Meter</th></tr></thead><tbody><tr><td>All Freight NOS – Inbound.....</td><td style="text-align: right;">\$.63</td><td style="text-align: right;">\$.44</td></tr><tr><td>All Freight NOS – Outbound.....</td><td style="text-align: right;">\$.573</td><td style="text-align: right;">\$.44</td></tr></tbody></table>	Commodity	1,000 kgs.	Cubic Meter	All Freight NOS – Inbound.....	\$.63	\$.44	All Freight NOS – Outbound.....	\$.573	\$.44
Commodity	1,000 kgs.	Cubic Meter								
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.

Fields Landing Boat Yard		
Service/Charge	Effective 12/1/2019 Resolution 2019-12	Effective 10/01/2022
TRAVELIFT		
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
STORAGE		
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

Redwood Marine Terminal and Shelter Cove		
Service/Charge	Effective 7/1/2015 per Resolution 2019-13	Effective 10/01/2022
REDWOOD MARINE TERMINAL		
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
SHELTER COVE		
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

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

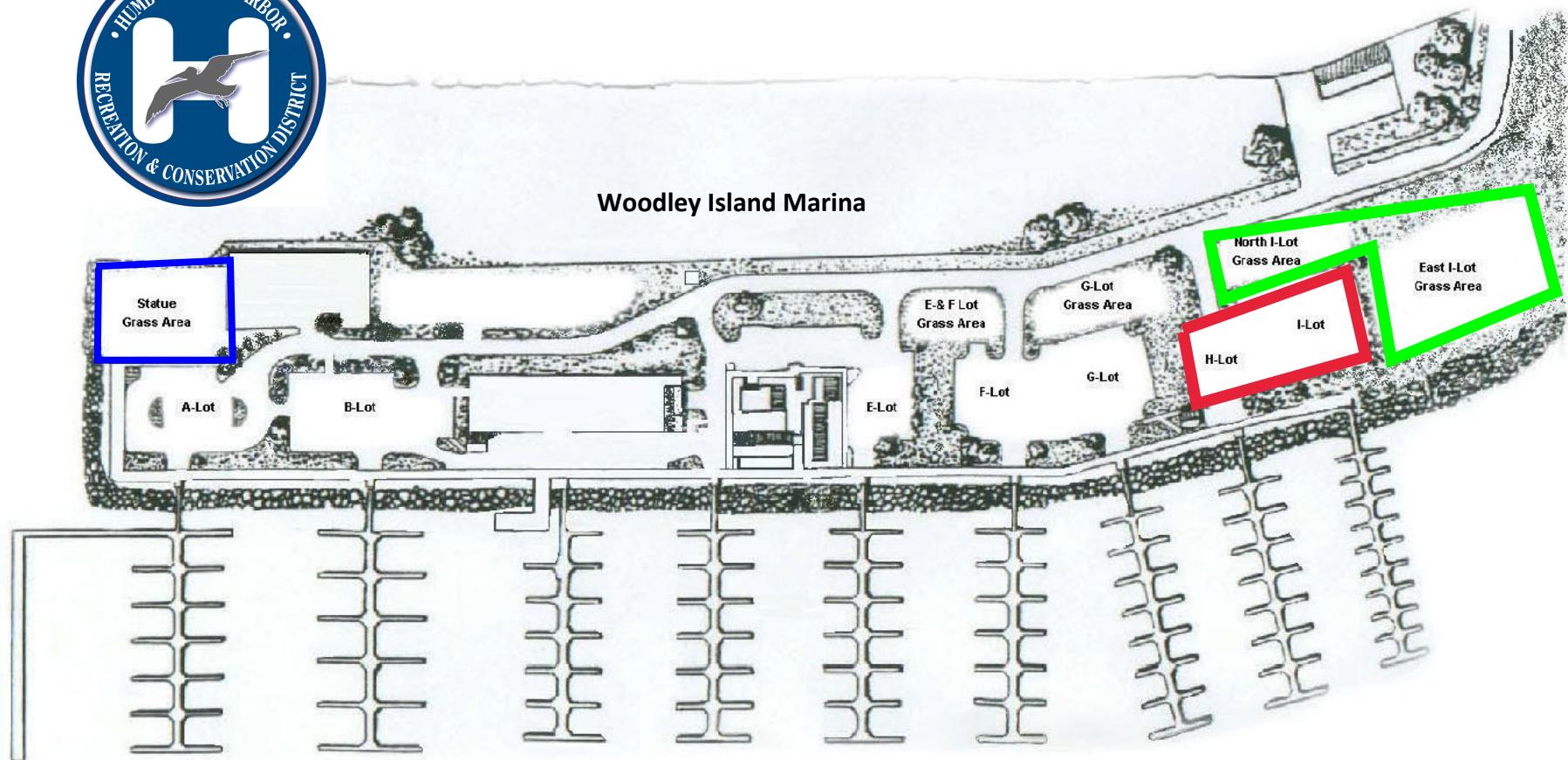
Woodley Island Marina		
Service/Charge	Effective 1/1/2020 per Resolution 2019-15 and 7/1/2020 per Resolution 2020-04	Effective 10/01/2022
WOODLEY ISLAND Slip Rates		
Transient Daily (Incl. Maintenance Dredge Surcharge and Float Replacement Fee)	\$0.75 per linear foot per day eff 01/01/2020. Annual CPI Increase beginning 07/01/2020 using the US City Average-All Urban Consumers Index	No change
Transient Weekly (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
Transient Monthly (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
Monthly - Permanent Tenants*	\$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
Yearly- Permanent Tenants* * 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

Woodley Island Marina

Service/Charge	Effective 1/1/2020 per Resolution 2019-15 and 7/1/2020 per Resolution 2020-04	Effective 10/01/2022
*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
Liveaboard		
<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
Boat Insurance Boat insurance is required by the harbor. If you do not have proof of insurance a monthly fee penalty will be added to your account until policy is received.	\$100 per month	See update in wording
Restroom Key Deposit	\$20 each	No change
Electrical Plug Deposit	\$100	No change
Forklift Fee	\$70 per hour, one hr min.; thereafter 1/2 hr increments	Billed monthly: \$70 for first usage, \$40 for each subsequent use
Storage Areas		
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	\$15/month	
<u>Per Year paid in advance</u>	\$150 Annually	No change

Woodley Island Marina

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



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