

FOR FURTHER INFORMATION CONTACT: Mr. Norman T. Edwards, Headquarters, U.S. Army Corps of Engineers, CECW-PD, Washington, DC 20314-1000.

SUPPLEMENTARY INFORMATION: None.

Gregory D. Showalter,

Army Federal Register Liaison Officer.

[FR Doc. 97-16800 Filed 6-26-97; 8:45 am]

BILLING CODE 3710-92-M

DEPARTMENT OF DEFENSE

Department of the Army Corps of Engineers

Intent To Prepare a Draft Environmental Impact Statement (DEIS) for a Proposed Deepening of the Savannah Harbor Navigation Project, Chatham County, GA and Jasper County, SC

AGENCY: U.S. Army Corps of Engineers, Savannah District, DOD.

ACTION: Notice of intent.

SUMMARY: A feasibility study is underway which considers alternatives of a 2, 4, 6, or 8 foot deepening of the navigation channel from approximately Station 103+000 through the bar to the end of the project in deep water in the ocean. Any modification of these alternatives will be addressed, as appropriated, during preparation of the Environmental Impact Statement.

FOR FURTHER INFORMATION CONTACT: Questions regarding this proposal may be directed to Ms. Susan Durden, (912) 652-5805.

SUPPLEMENTARY INFORMATION:

1. *Current Project Description:* The Savannah Harbor Navigation Project is located at the mouth of the Savannah River approximately 75 miles south of Charleston, South Carolina, and 120 miles north of Jacksonville, Florida. The project includes the lower 21.3 miles of the Savannah River and an additional 11.4 miles of channel from the mouth of the Savannah River across the bar to the Atlantic Ocean. Current authorized depths for the inner harbor channel beginning at the upper end of the harbor and proceeding to the entrance and through the jetties are 30, 36, and 42 feet (with an additional 2 feet of overdepth and 2-4 feet of advanced maintenance), depending on the range, and for the bar channel beyond the jetties the authorized depth is 44 feet (with an

additional 2 feet of overdepth and 2 feet of advanced maintenance). Annual maintenance of the project requires dredging and disposal of approximately 7 million cubic yards of material.

2. *Proposed Action:* The alternatives being considered are a 2, 4, 6, or 8 foot deepening of the navigation channel from approximately Station 103+000 through the bar to the end of the project in deep water in the ocean. Overdepth and advanced maintenance requirements in the navigation channel will be analyzed as part of the feasibility study. Any proposed modification of this proposed plan will be addressed, as appropriate, during preparation of the Environmental Impact Statement.

3. *Alternatives:* The proposed study includes the following alternatives:

a. No action/Maintenance of status quo.

b. Improvement of existing navigation facilities, with alternatives addressed in 2-foot increments to a maximum of 8 feet.

4. *Study Description:* This study will include a analysis of potential impacts on endangered species, fisheries, birds, marine mammals, water quality, historic properties, etc., resulting from the various alternatives. This study is being conducted by the Georgia Ports Authority (GPA) under the authority of Section 203 of the Water Resources Development Act of 1986. Under that authority, a non-Federal interest may prepare a feasibility study and draft environmental assessment of a proposed harbor improvement, and submit those documents to the Secretary of the Army. The Savannah District envisions participating in the adoption of the draft EIS. The Secretary would then transmit to Congress an assessment of whether those documents and the study process comply with Federal laws and regulations, and provide any recommendations concerning the proposed project. If the proposed project received Congressional authorization, it would become a Federal Navigation Project.

5. *Scoping Process:* Federal, State, and local officials, conservation groups; and interested businesses, groups, and individuals are invited to comment on the proposed project. Comments received as a result of this notice will be used to assist in identifying potential impacts to the quality of the environment. A public scoping meeting

is scheduled for July 9, 1997, from 2-4 p.m. and 6-8 p.m., at the Coastal Georgia Center for Continuing Education, 305 Martin Luther King, Jr. Boulevard, Savannah, Georgia.

6. *Address for Comments:* Written comments may be forwarded to: District Engineer (Attention: Ms. Susan Durden, PD-P), P.O. Box 889, Savannah, Georgia 31402-0889. Comments should be received within 30 days of the publication of this notice in the Federal Register to ensure timely consideration.

7. *Availability of the DEIS:* The Draft Environmental Impact Statement is expected to be made available to the public in April 1998.

Gregory D. Showalter,

Army Federal Register, Liaison Officer.

[FR Doc. 97-16799 Filed 6-26-97; 8:45 am]

BILLING CODE 3710-HP-M

DEPARTMENT OF DEFENSE

Department of the Army; Corps of Engineers

Humboldt Bay Harbor, Recreation and Conservation District's Proposed Ordinance No. 15 Establishing General Tariff No. 1 for the Humboldt Harbor and Bay Deepening, California Project

AGENCY: U.S. Army Corps of Engineers, DOD.

ACTION: Notice.

SUMMARY: The attached Humboldt Bay Harbor, Recreation and Conservation District's proposed Ordinance No. 15 establishing General Tariff No. 1 was developed as one of the several methods to fund the local (i.e., non-Federal) share of the Federal Humboldt Harbor and Bay Deepening, CA project. The Federal project was authorized in the Water Resources Development Act (WRDA) of 1996 and is scheduled to begin construction in the fall of 1997. Publication of the attached General Tariff in the **Federal Register** is pursuant to Section 208 of WRDA 1986 (33 U.S.C. 2236(a)(5)(B)).

FOR FURTHER INFORMATION CONTACT: Questions regarding the General Tariff may be directed to Mr. David Hull, Chief Executive Officer, Humboldt Bay Harbor, Recreation and Conservation District (707) 443-0801.

SUPPLEMENTARY INFORMATION: None.**Richard G. Thompson,***Lieutenant Colonel, Corps of Engineers,
District Engineer.***HUMBOLDT BAY HARBOR USGAE FEE
ORDINANCE****HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

THE BOARD OF COMMISSIONERS OF THE
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT DO
HEREBY ORDAIN AS FOLLOWS:

ORDINANCE NO. 15

ENACTING GENERAL TARIFF NO. 1,
ESTABLISHING RULES, REGULATIONS,
CHARGES, AND FEES, INCLUDING
HARBOR FEES ON VESSELS AND CARGO
IN CONNECTION WITH THE HUMBOLDT
HARBOR AND BAY 38 FOOT, DEEP DRAFT
NAVIGATION IMPROVEMENT PROJECT
WITHIN THE JURISDICTION OF THE
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT

Section I. Findings and Declarations

The Board of Commissioners ("the Board")
of the Humboldt Bay Harbor, Recreation, and
Conservation District (the "District") finds
and declares:

(a) Acting as Trustee of the public trust,
and under the police power enabling
authority delegated to the District by the
State of California in Appendix II of the
Harbors and Navigation Code, the purpose of
this Ordinance No. enacting General Tariff
No. 1, establishing rules, regulations, charges,
and fees, including harbor usage fees on
vessels and cargo in connection with the
Humboldt Harbor Harbor and Bay 38 Foot
Deep Draft Navigation Improvement Project
(the "Project") within the jurisdiction of the
Humboldt Bay Harbor, Recreation, and
Conservation District (the "Ordinance"), is:

(1) to ensure the safety of individuals,
vessels, and public and private property, in
and around the waters of Humboldt Bay and
Bar; and

(2) to protect those waters, the natural
resources therein, and surrounding
ecosystems from economic and
environmental damage resulting from inter
alia vessel collisions and groundings by
promoting safe navigation and maritime
commerce and providing competent,
efficient, and regulated conditions for the
anchoring, mooring, docking and safe
movement of vessels.

(b) Under section 4 of Chapter 1 of
Appendix II of the Harbors and Navigation

Code the District, as a specialized agency and
a political subdivision of the State of
California, the District is granted police
power authority to regulate the tidelands and
lands lying under the inland navigable
waters of Humboldt Bay for the promotion of
commerce, navigation, fisheries and
recreation thereon, and for the development
and protection of the natural resources of the
area, and under section 34 of Article 2 of
Chapter 3 of Appendix II of that title, the
Board may do all other acts necessary and
convenient for the exercise of its powers,
including in combination the regulation of
navigation on behalf of the State of California
subject only to Federal preemption to the line
of demarcation between the inland and
international rules of the road at the
outermost navigational aids, and
extraterritorially to include the Humboldt Bar
and those areas within the territorial sea
where vessels take on pilots to perform
pilotage services.

(c) Public access to safe, efficient marine
transportation, and an economically
healthy maritime industry is essential to the
continued economic well-being and future
development of the Humboldt Bay Region.

(d) It is essential that the navigable waters
of Humboldt Bay remain open to public
navigation as a vital foreign and coastwise
transportation route for domestic and foreign
vessels.

(e) Section 101 of the Water Resources
Development act of 1996, Public Law 104-
695 enacted on October 13, 1996, Congress
authorized construction of the Humboldt
Harbor and Bay 38 foot navigation
improvement project (the "Project") with a
total Project cost of \$15,180,000, First Federal
Cost of \$10,000,000 and required local
contribution to the general navigation
features of the Project of \$5,180,000.

(f) The Board of Commissioners expressly
find that the public interest and convenience,
and health, safety, and welfare require the
provision of improvements to the existing
projects for navigation at Humboldt Bay
substantially in accordance with the
Congressional authorization and the Basis for
Design (February 1996) prepared by the San
Francisco Engineer for the U.S. Army Corps
of Engineers (the "District Engineer").

(g) Section 221 of the Flood Control Act of
1970, Public Law 91-611, as amended, and
Section 101 of the Water Resources
Development Act of 1986 ("WRDA 1986"),
Public Law 99-662 (codified as amended at
42 U.S.C. 1962d-5b), provide, inter alia, that
the Secretary of the Army shall not
commence construction of any water
resources project, or separable element

thereof, until each non-Federal sponsor (the
"Local Sponsor") has entered into a written
agreement to furnish its required cooperation
for the project or separable element (the
"Project Cooperation Agreement" or "PCA").

(h) Section 208 of WRDA 1986 (33 U.S.C.
2236) grants the consent of Congress to the
levy of port or harbor dues upon vessels and
cargo, and for emergency response services in
the port, in conjunction with a harbor
navigation project whose construction or a
usable increment thereof is complete subject
to the transmittal of a Notice of Intent and
draft fee schedule concurrently to the District
Engineer and the Assistant Secretary of the
Army for Civil Works, publication in the
Federal Register, the conduct of a public
hearing, solicitation of public comment, and
transmittal of the final fee schedule
concurrently to the District Engineer, the
Assistant Secretary of the Army for Civil
Works, and the Federal Maritime
Commission.

(j) The District intends to discharge those
responsibilities insofar as providing 32
percent of the required local contribution to
the cost of construction of the general
navigation features of the Project through the
enactment of Ordinance No. 15 within the
jurisdiction of the Humboldt Bay Harbor,
Recreation, and Conservation District.

**Section II. Humboldt Bay Harbor, Recreation,
and Conservation District****General Tariff No. 1**

Naming rates, charges, rules and regulations
for port services performed at the
Humboldt Bay Harbor, Recreation, and
Conservation District Eureka, California

This document is a memorandum. It
portrays the rules, regulations, charges and
rates of the official tariff filed electronically
effective _____, 1997 in the Federal
Maritime Commission's Automated Tariff
Filing and Information System. (Organization
_____, Tariff No. 1)

The only effective tariff is Humboldt Bay
Harbor, Recreation, and Conservation District
Tariff No. 1 that is electronically filed with
the FMC ATFI system. In case of any
difference in language or rate, Tariff No. 1,
the tariff on file with the FMS ATFI system
governs and takes precedence.

Issued: _____, 1997

Effective: _____, 1996.

CHECK SHEET

Page _____ Revision

Title _____ Original

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GENERAL TARIFF NO. 1, SECTION NO. 1, STANDARD TERMS AND CONDITIONS

Item and subject	Application
1 District Boundaries and Jurisdiction.	<p>The Harbor District regulates all waterways, and ungranted tidelands and submerged lands within Humboldt Bay, pilotage and towage, and acts as Local Sponsor for Federal navigation projects within the District. The District regulates and controls the construction of wharves, docks, and improvements of all types contemplated on the waterways of the District, and the construction, maintenance and operation, or use of all wharves, warehouses, structures, improvements, or appliances, used in connection with, or for the accommodation or promotion of transportation or navigation on any improvement project of the Federal Government entering the District and on other navigable waterways, improved or unimproved, which lie within the District, and enforces police and sanitary regulations in connection therewith. (Harbors and Navigation Code, State of California)</p> <p>This tariff is issued under the exclusive jurisdiction of Section 208 of the Water Resources Development Act of 1986 (33 U.S.C. 2236) and the District hereby consents to the exclusive exercise of that jurisdiction as to those portions of the tariff implementation of a harbor usage fee under that section.</p>
2 Usage, user defined	<p>All persons, firms, corporations, or others desiring to use any of the premises and/or facilities of the Humboldt Bay Harbor, Recreation, and Conservation District, including the Humboldt Harbor and Bay 38 Foot Deep Draft Navigation Improvement Project (the "Project"), shall obtain permission from the Chief Executive Officer.</p> <p>No person, firm, corporation, or entity may use the facilities or services of the District without written permission of the District, and payment of fees, or a usage agreement with the District.</p> <p>On application, and subject to availability of, and prior arrangement made, the Humboldt Bay Harbor, Recreation, and Conservation District at its option and convenience may grant the use of its premises, and such other facilities of the District, as it may designate to individual firms, corporations, and others, hereinafter referred to individually and collectively as "user" or "users", for those operations or use of the premises or facilities as it may designate.</p> <p>The term "user" includes the master, owner, or operator of a vessel, or the shipper, consignor, consignee, terminal operator, rail, truck, or barge carrier having title to, or custody of cargo loaded or unloaded from a vessel entering or departing the District, or the assignee, or successor in interest of any user.</p> <p>For the issuance of that permission the District will assess the users a harbor usage charge.</p> <p>Any charges herein or hereafter otherwise provided in the tariff for wharfage, dockage, service and facilities, or for any other services or purposes assessed by the District, are in addition to the harbor usage charge.</p> <p>The District and users may enter into a usage agreement with carriers, shippers, or other parties. Permission to use District premises and facilities may be revoked for violation of this tariff.</p> <p>All users of the premises or facilities granted the use of the District are subject to all the terms and conditions of this tariff, and shall pay usage of the District at rates determined under item 14.</p> <p>The District reserves the right to amend or replace this tariff at any time. Users should inquire that the tariff on which they rely is the one currently in effect.</p>
3 Liability for fees	<p>Any person, firm, corporation, or any entity requesting the use of facilities or services from the District, or reflected in the vessel documentation, as the owner, operator, or agent, are jointly or severally liable for harbor usage fees on vessels entering the District. The shipper, consignor, consignee, or terminal operator, having title to, or custody of, cargo loaded on board or discharged from a vessel within the District, are jointly and severally liable for fees on cargo loaded on board or discharged from a vessel at a wharf, dock or terminal facility within the District.</p>

GENERAL TARIFF NO. 1, SECTION NO. 1, STANDARD TERMS AND CONDITIONS—Continued

Item and subject	Application
4 Consent to terms of tariff.	<p>Use of the navigable waterways of the District, or improved or of tariff unimproved navigable waters, or premises or facilities of the District, by vessels or cargo, or for construction or operation of wharves, docks, or improvements of all types used in connection with, or for the accommodation or promotion of transportation or navigation, or the premises or facilities of the District constitutes implied consent to all of the terms and conditions of this tariff, and evidences an agreement on the part of any users of the premises or facilities of the District to pay all charges specified in this tariff and be governed by all rules, regulations, terms, conditions, and legal actions shown in this tariff.</p> <p>Conditions for conducting any operation within the District, or use of the premises, facilities, or services of the District, are subject to specific authorization of the Chief Executive Officer, and may include provisions to protect public safety, security, environment, and health. Any person, corporation, firm or entity conducting any operation within the District, or use of the premises, facilities, or services of the District shall fully comply with applicable provisions of Federal, State, or municipal law, and ordinances adopted by the District.</p> <p>The District reserves the right, without responsibility for demurrage other charges, loss, or damage of any kind whatsoever, to deny the use of its facilities or services to any vessel or shipper.</p>
5 Application and interpretation of tariff.	<p>Rates, rules, terms, conditions, and regulations, contained in this tariff apply equally to all users, vessels and cargo subject to this tariff on the effective date shown in this tariff and as amended.</p> <p>This tariff is published and filed as required by law and is, therefore, notice that the rates, charges, rules, and regulations, and definitions apply to all users, vessels, and cargo, without specific notice, quotation, or arrangement.</p> <p>The tariff is effective on or after the date as shown on each page.</p> <p>Revised pages will be issued to cover changes in this tariff, however all rates and regulations in this tariff are subject to change without notice except as may be required by law. The Chief Executive Officer is the sole judge as to the interpretation of this tariff. Any decision of the Chief Executive Officer is binding upon all users and is final.</p> <p>Any usage agreement, and the use of any facilities or premises, if any, described in any usage agreement between a user and the District are at all times subject to all provisions and conditions of this tariff.</p> <p>The rates, rules, terms, conditions, and regulations named in this tariff apply independently of the provisions of any bill of lading, charter party, agreement, or contract of affreightment.</p> <p>Requests or complaints should be directed to the Chief Executive Officer, Humboldt Bay Harbor, Recreation, and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030.</p>
6 Harbor usage fees	<p>Except as otherwise exempted herein, all users of waters, premises or facilities of the District as described in items 1-3 shall pay harbor usage fees as provided in this tariff to assist in defraying the cost of the required local contribution to Project construction cost under Section 208 of the Water Resources Development Act of 1986 (33 U.S.C. 2236), and the expense of providing emergency response services provided by the District or under mutual aid or mutual assistance agreements, administration, maintenance, promotion, and regulation, of the District, including the supervision of shipping and the District, policing the harbor, and the District's facilities.</p> <p>Harbor usage fees shall be paid by the operator of the vessel in addition to dockage, and collected by the wharf, dock or facility operator, or the vessel's agent, prior to departure and by the owner of cargo loaded or unloaded at a wharf, dock or facility collected by the operator of that wharf, dock, or facility in addition to wharfage or other charges prior to release of the cargo to the consignee.</p> <p>Vessels, wharves, docks, and facilities owned and operated by the Federal Government, a foreign country, a State, or a political subdivision of a country or State, unless engaged in commercial services, towing vessels, vessels engaged in dredging activities and vessels engaged in intraport movements are exempt from the vessel portion of the harbor usage fee described in Section 6. In addition vessels with design drafts of 20 feet or less are exempt from harbor usage fees.</p>
7 Payment of usage fees	<p>Harbor usage fees are due when accrued by the user and payable in cash in U.S. currency to the Chief Executive Officer of the District, or his authorized representative, unless the user has established creditworthiness to the District before using District facilities or services, or has posted adequate security for estimated fees acceptable to the District in advance. Fees that have not been paid within thirty (30) days of the date of assessment are subject to a finance charge of one and one half per cent (1½%) per month. The District reserves the right to estimate and collect in advance all charges which may accrue against vessels, their owners or agents, or against cargo loaded or discharged by a vessel, whose credit has not been properly established or who has become delinquent.</p> <p>Any pending or alleged claims against the District are not allowed as an offset against outstanding invoice or accrued fees until those claims have been legally established by a court of competent jurisdiction.</p>

GENERAL TARIFF NO. 1, SECTION NO. 1, STANDARD TERMS AND CONDITIONS—Continued

Item and subject	Application
8 Access to documentation.	<p>The master of an arriving vessel, or the vessel's agent shall deliver to the Chief Executive Officer, or authorized representative, prior to loading or unloading cargo at a wharf, dock or facility within the District, and in no event later than forty-eight hours after the vessel's arrival, a tonnage certificate and a cargo manifest for the vessel, showing names of shippers, or consignees, and the weights and measurements of any and all cargo loaded or discharged at a wharf, dock, or terminal within the District, or if in ballast a declaration to that effect in order that the proper usage fee may be assessed against the vessel. The master shall also provide the vessel's booking list, showing how much space or weight has been allocated to each shipper for each commodity prior to delivery of any inbound cargo to a wharf, dock, or terminal facility.</p> <p>The master of a departing vessel, or the vessel's agent, shall also deliver to the Chief Executive Officer, prior to departure, the vessels' load lines certificate, and evidence certifying the vessel's sailing draft after loading and prior to departure.</p> <p>The shipper, consignor, or terminal operator having title, or custody of, any cargo subject to usage fees shall deliver to the Chief Executive Officer appropriate documentation in the form of bills of lading, freight bills, export declarations, cargo lineups or lists specifying the supplier, marks, estimated volume or weight of each commodity for each vessel and discharge port before the delivery of any outbound cargo to be loaded or discharged in the District.</p> <p>Failure to supply the necessary documentation makes the vessel owner, operator, or agent, or the shipper, consignor, or terminal operator liable for any damages, including actual attorneys fees, costs, and expenses, that the District sustains as a result of not receiving the required documentation. The Chief Executive Officer may assess a civil penalty not to exceed \$500 per day per instance against any vessel owner, operator, or agent, or shipper, consignor, or terminal operator for willful failure to provide the necessary documentation required under the tariff.</p>
9 Security for payment of fees.	<p>Under 33 U.S.C. 2236(f) user charges levied under this tariff are secured by maritime lien against the vessel or cargo which may be enforced in personam against a responsible party, or in rem against the vessel or cargo subject to levy in United States District Court.</p> <p>Under 33 U.S.C. 2236(e) non-payment of user charges may result in the Secretary of the Treasury denying clearance to a vessel under 46 App. U.S.C. 91, assessing a civil penalty against a responsible person, vessel, or cargo, or seizure or forfeiture of the vessel or cargo under 19 App. U.S.C. 1202 et seq</p>
10 Late charges	<p>If any user fees due from users are not received by the District when due, users shall pay to the District, in addition to any interest otherwise payable under this tariff or the applicable usage agreement, an additional sum of five per cent (5%) of the overdue fees as a late charge.</p>
11 Records and accounts	<p>Users shall maintain locally a system of accounts and records satisfactory to the Chief Executive Officer, including copies of vessel tonnage certificates, cargo manifests, export declarations, and other documentation covering all vessel calls, and import and export cargo movement and transactions and operations conducted under the tariff or agreement, which shall be preserved during the life of the agreement and for three years thereafter, or for five years in the absence of an agreement. The accounts and records shall be open and available at all reasonable times for examination, audit, and transcription therefrom by District representatives.</p>
12 Collection and enforcement.	<p>In the event of any legal proceeding to collect any charges or enforce any provision of this tariff, the District may recover its expenses incurred in any such proceeding including actual attorneys fees, litigation expenses and costs, including any appeal.</p> <p>The District may sell, at public or private sale, vessels or cargo on which the owner fails or refuses to pay usage charges. The proceeds of sale are intended to satisfy those charges plus the costs and expenses of sale, including actual attorneys fees. Cargo of a perishable nature, or of a nature likely to damage other cargo or property may be sold at public or private sale without advertising.</p>
13 Liability, indemnity	<p>Every person, corporation, firm, or entity using the facilities, premises, or services of the District shall indemnify, and save and hold harmless the District, its Commissioners, officers, employees, agents, and consultants, from and against any all claims, damages, losses, and expenses, including the duty to defend and respond in damages, and including actual attorney's fees, costs, and expenses, for injury to, or death of any person, employee, passenger, agent, licensee, invitee, or for damage to any property, including loss of use thereof, arising out of, or in any manner connected with the person's, corporation's firm's, or entity's actions, omissions, or failure, including the acts, omissions, or failures of their employees, agents, or any other person acting for them or on their behalf.</p> <p>The District is not liable for any damage to, or loss, of freight, or vessel delay, or demurrage, in the use of the premises, facilities, or services of the District.</p> <p>Nothing in this tariff is intended, nor may be construed to relieve any liability as to any person, corporation, firm, or entity using the facilities, premises, or services of the District, or concerning any third person not a user under this tariff, that may arise under CERCLA, or under any other provision of Federal or State law. In bearing any cost, conducting any investigation, or performing any cleanup and response as directed by the Government under the Project Cooperation Agreement ("PCA") to enable the construction, operation and maintenance of the Project under that Agreement, or the conduct of berth dredging under that Agreement and as required under the PCA, the District disclaims any liability under CERCLA, or under any other provision of Federal or State law, for the presence, release, threatened release, or response to release or threatened release, or for the generation, transportation, storage, or disposal of contaminated material, and reserves the right to recover the cost of any investigations, and any amounts expended for cleanup and response from potentially responsible parties.</p>

MISCELLANEOUS SERVICES—RATES AND CONDITIONS—SECTION 6

Item and subject	Rates and conditions
14 Harbor Usage fees	a. Vessels—\$10.0 per foot of draft based upon reported sailing draft at time of departure. b. Cargo—\$0.15 per short ton or \$0.1653 per metric ton.

Section III. Severability

If any part of this Ordinance is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Ordinance is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid application.

Section IV. Special Procedures Prior to Adoption of Ordinance

The Chief Executive Officer shall publish the full text of the proposed Ordinance, and transmit a Notice of Intent and draft harbor usage fee schedule concurrently to the District Engineer along with the approved Draft Project Cooperation Agreement and Financial Plan, and to the Assistant Secretary of the Army for Civil Works for publication in the **Federal Register**, sets August 14, 1997 as the date for the public hearing on this Ordinance and proposed harbor usage fee, and upon completion of the public hearing directs the transmittal of the final fee schedule concurrently to the District Engineer, the Assistant Secretary of the Army for Civil Works, and to the Federal Maritime Commission in the form of the adopted General Tariff No. 1 through electronic tariff filing.

Section V. Scheduling of Public Hearing on Proposed Harbor Usage Fee

Under 33 U.S.C. 2236(a)(5) a public hearing on the proposed harbor usage fee is scheduled for Thursday, August 14, 1997 commencing at 7:00 p.m. in the conference room of the Humboldt Bay Harbor, Recreation, and Conservation District, Samoa-Woodley Island Marina, Eureka, CA 95502-1030

Section VI. Designation of Official and Setting Deadline for Receipt of Comments Concerning Proposed Harbor Usage Fee

Under 33 U.S.C. 2236(a)(6) public comments concerning the proposed harbor usage fee should be directed in writing to the Chief Executive Officer, Humboldt Bay Harbor, Recreation, and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030. Tel. (707) 443-0801. The public comment period will close upon the close of business at 4:00 p.m., August 20, 1997. Written comments must be received by the District on or before that date in order to be considered by the Commission prior to taking final action on the proposed harbor usage fee.

Section VII. Effective Date

This Ordinance is effective thirty days following final adoption by the Board of Commissioners.

THIS ORDINANCE PASSED AND ADOPTED THIS _____ DAY OF _____ 1997, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND

CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES:

NOES:

ABSENT:

Dennis G. Hunter,

President Board of Commissioners.

ATTEST:

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 Ordinance is a true and correct copy of Ordinance No., entitled: Ordinance No. enacting General Tariff No. 1, establishing rules, regulations, charges, and fees, including harbor usage fees on vessels and cargo in connection with the Humboldt Harbor and Bay 38 Foot Deep Draft Navigation Improvement Project (the "Project") within the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District (the "Ordinance") adopted at a legally convened meeting of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District, duly held on the day of _____, 1997; 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 _____ day of _____, 1997.

Ronald Fritzsche, Secretary

Board of Commissioners.

HARBOR RULES AND REGULATIONS—SECTION 2

Anchoring, mooring, docking, and movement of vessels

Bilge pumping and discharge

Bulkhead and pier line

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