

# Staff Report 86

**TRUSTEE:**

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City of Pittsburg

**PROPOSED ACTION:**

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Consideration, pursuant to [Chapter 422, Statutes of 2011](#), of a three-month license agreement the City of Pittsburg proposes to issue to The Pittsburg Owner LPV, LLC., to remove fuel oil located in an above ground storage tank at the former Pittsburg Generating Station and transport to a barge moored at a pier within the City's granted lands.

**AREA, LAND TYPE, AND LOCATION:**

Approximately 1.5 acres of legislatively granted Public Trust lands located in New York Slough, in the City of Pittsburg, Contra Costa County.

**Figure 1. Location**

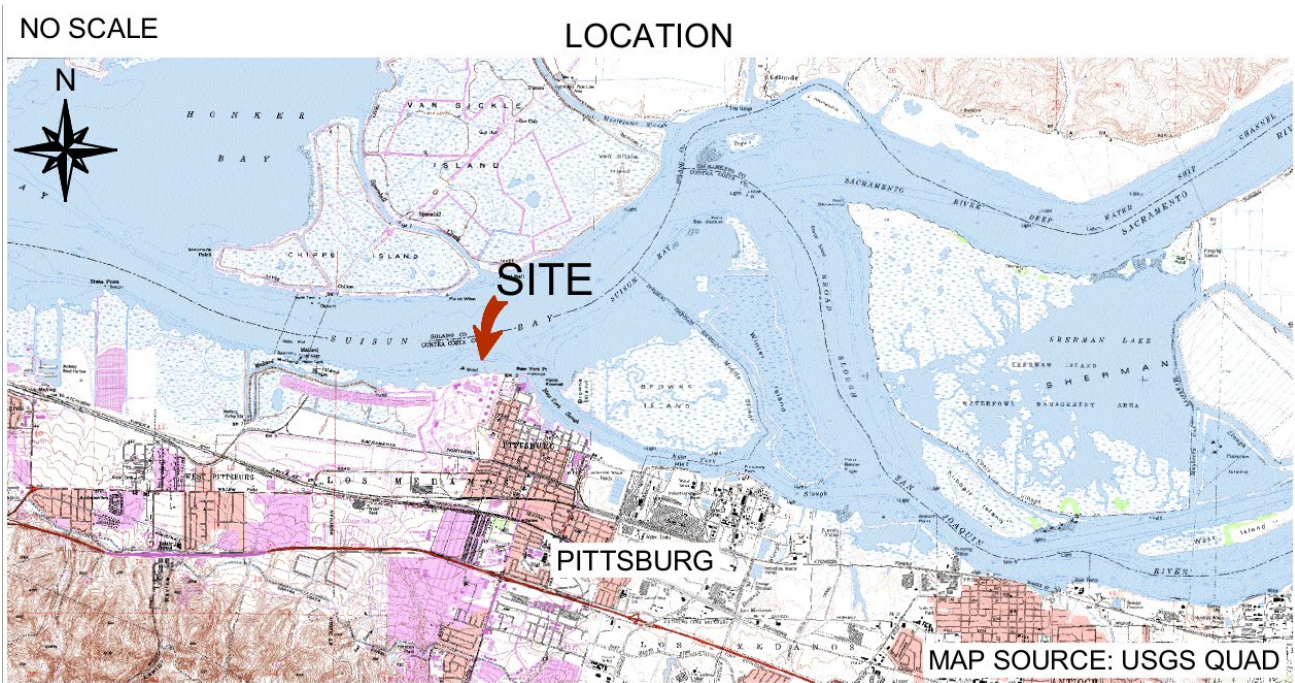


Figure 1. Site Map

NO SCALE

SITE



**BACKGROUND AND PROPOSED ACTION:**

The City of Pittsburg (City) is a trustee of sovereign tide and submerged land granted by the Legislature pursuant to Chapter 422, Statutes of 2011 (Chapter 422). This statute granted the City all tide and submerged lands within the City boundaries to hold and manage in trust subject to a series of conditions. Section 3, subdivision (j), of Chapter 422 states:

*The trustee shall not authorize a capital outlay project, lease, or agreement for port industrial facilities, including, but not limited to, a marine terminal, pipeline, or other related energy facility, on the trust lands without first requesting and receiving the approval of the [State Lands] commission. Prior to approving a capital outlay project, lease, or agreement, the commission shall consult with other governmental agencies, and the commission shall not approve the project, lease, or*

*agreement, unless the commission determines that the project is in, and for, the best interest of the people of the state and consistent with applicable provisions of law.*

The City proposes to issue a 3-month license agreement to the upland property owner, The Pittsburg Owner LPV, LLC (Licensee), to remove fuel oil located in an aboveground storage tank at a former marine terminal called the Pittsburg Generating Station. The Licensee has contracted NRC/US Ecology (NRC) to lead the remediation of the Tank. The Pittsburg Generating Station is a retired steam-electric power plant located within privately owned uplands that began operation in 1954 under the ownership of Pacific Gas & Electric Company (PG&E). Before retirement in 2017, the 1,000-acre facility had a power-generation capacity of approximately 1,311 gross megawatts fueled by natural gas. Generated electricity was delivered to a PG&E-owned, 38-acre switchyard located in the center of the facility.

Fuel oil, or fuel consisting mainly of residues from crude-oil distillation, once served as backup fuel and was delivered to the Pittsburg Generating Station via tankers and pipeline. The Pittsburg Generating Station has been placed into caretaker status in accordance with 33 CFR § 154.105, and the terminal portions of the 12- and 20-inch diameter pipelines formerly used to transfer oil to a network at the facility have been decontaminated and closed.

Fuel oil is no longer used on-site; however, one of the eight remaining aboveground storage tanks contains residual oil and oily water due to rainwater intrusion and condensation. The interconnecting piping between the permanently closed tank has been cleaned and removed. The Pittsburg Generating Station is in the process of a phased plan to clean and close the remaining inactive eight oil tanks by the end of 2025, before the site is redeveloped for other uses.

An estimated 2.4 million gallons of liquid will be removed from the storage tank by vacuum trucks, which will then transport the liquid to a location adjacent to a vacant unleased pier, within the City's granted lands. The vacuum trucks will then connect to a 3-inch diameter hose, running the length of the pier, into a fuel-oil barge moored at the wharf. The landside activities associated with this operation are occurring on privately held lands.

NRC proposes to mobilize on the upland property in June 2023 and begin to prepare the storage tank and work areas for the fuel transfer. The fuel transfer is anticipated to begin in July, contingent on the arrival of the fuel barge. NRC Environmental is an approved 24-hour emergency Oil Spill Response Organization through the California Department of Fish and Wildlife's Office of Spill Prevention and Response. In addition to a City Demolition Permit and a Flammable and

Combustible Liquid Cleanup Permit from the Contra Cost Fire Protection District, NRC/US Ecology has received a Mobile Transfer Facility Permit and an approved Oil Spill Contingency Plan from the US Coast Guard (USCG) for the project. The fuel transfer by barge will avoid hundreds of truck trips through City neighborhoods.

The City Council desires to approve the license agreement with The Pittsburg Owner LPV, LLC in June 2023. Before executing the license agreement, the City requests that the Commission review and approve the agreement. Before approving the license agreement, the Commission must consult with other governmental agencies, and the Commission may not approve the license agreement unless the Commission determines that the project is in, and for, the best interest of the people of the State and consistent with the law.

## **STAFF ANALYSIS AND RECOMMENDATION:**

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### **AUTHORITY:**

Chapter 422, Statutes of 2011.

### **PUBLIC TRUST AND STATE'S BEST INTERESTS ANALYSIS:**

Chapter 422 authorizes the City to lease granted lands for up to 49 years for purposes consistent with statutory purposes. Maritime commerce is among the purposes listed. All City leases or agreements related to granted lands must also be consistent with the City's trust lands use plan, approved by the Commission in June 2017 ([Item 47, June 22, 2017](#)). Staff has reviewed the proposed license agreement and believes it to be consistent with Chapter 422 and the City's trust lands use plan.

Chapter 422 requires the Commission to consult with relevant agencies before approving City action. Commission staff consulted with the California Department of Fish and Wildlife, United States Army Corps of Engineers, and the San Francisco Bay Regional Water Quality Control Board. These agencies did not express any concerns with the proposed license agreement.

The removal of oil and the future safe demolition of the above ground storage tanks will reduce threats to public health and safety. The license agreement and ensuing tank demolition will not substantially interfere with, and will eventually improve and enhance, other Public Trust uses, resources, and values along the Pittsburg waterfront. Therefore, staff believes the proposed action is in, and for, the best interests of the State, and consistent with Chapter 422, the Public Trust, and applicable law.

## **OTHER PERTINENT INFORMATION:**

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1. This proposed action is consistent with the “Meeting Evolving Public Trust Needs” and “Committing to Collaborative Leadership” Strategic Focus Areas of the Commission’s 2021–2025 Strategic Plan.
2. Staff recommends that the Commission find that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 1, Existing Facilities, and Class 30, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances; California Code of Regulations, title 14, sections 15301 and 15330.

Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15300.

## **EXHIBIT:**

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- A. License Agreement

## **RECOMMENDED ACTION:**

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It is recommended that the Commission:

### **CEQA FINDING:**

Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a categorically exempt project, Class 1, Existing Facilities, and Class 30, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances; California Code of Regulations, title 14, sections 15301 and 15330.

### **AUTHORIZATION:**

1. Find that the proposed license agreement, in substantially the form provided in Exhibit A, is in and for the best interest of the people of the State and is consistent with applicable provisions of law.
2. Approve the proposed license agreement, in substantially the form provided in Exhibit A, between the City of Pittsburg and The Pittsburg Owner LPV, LLC.

# Exhibit A

## LICENSE AGREEMENT BETWEEN CITY OF PITTSBURG and THE PITTSBURG OWNER LPV, LLC, TO USE CITY WHARF

This License Agreement is made and entered into as of the 10<sup>th</sup> day of July 2023 by and between the City of Pittsburg, a municipal corporation, ("Licensor" or "City") and The Pittsburg Owner LPV, LLC, a Delaware Limited Liability Company ("Licensee").

### SECTION 1. RECITALS

1. The State of California granted in trust to the City of Pittsburg (City) all rights, title, and interest to all tidelands within the City of Pittsburg boundaries pursuant to Senate Bill 551 of 2011.
2. The City is the Trustee for a former industrial wharf (Tidelands Wharf) situated in New York Slough, located in the City of Pittsburg, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the Property).
3. The Property is subject to the Trust Lands Use Plan (TLUP) adopted by the City on April 3, 2017 and the California State Lands Commission (SLC) on June 22, 2017 in accordance with Senate Bill 551.
4. Licensee desires to utilize the Property as a mooring location and hose support infrastructure associated with remediation of a nearby aboveground storage tank (Project). Licensee plans to connect hose lines to Licensee's vacuum trucks at the entrance of the Tidelands Wharf, and pump approximately 2.4 million gallons of bunker fuel and fuel oil #6 from the wharf to the barge.
5. The City has determined that the Project pursuant to this License will serve TLUP goals and objectives by alleviating the existing blight on the Pittsburg Waterfront adjacent to the Property.
6. This License is subject to California State Lands Commission approval.

### SECTION 2. AGREEMENT

1. Licensor hereby grants a License to Licensee for the following purposes and in consideration of the following obligations:

- a. Property. Licensor hereby grants to Licensee access to and use of Tidelands Wharf represented on the map attached as Exhibit A ("Property").
- b. Use. Use of the Tidelands Wharf is limited to the following: Licensee may use the Property for 1) mooring a barge, and 2) laying hose to transport bunker fuel and fuel oil #6. Licensee shall not bring equipment or vehicles onto the Tidelands Wharf except for the following:

- i. 3" transfer hoses (up to 3 runs from truck transfer point to barge)
    - ii. Pumps
    - iii. Portable light stands
    - iv. Small generators (for the light stands, placed inside containment pan)
    - v. Extension cords
    - vi. Spill containment materials (booms, pads)
    - vii. Small tools
  - c. At all times, Licensee shall conduct its operations in compliance with the restrictions set forth in Senate Bill 551 and the City of Pittsburg TLUP, the Pittsburg Municipal Code, and all applicable state and federal law.
  - d. Licensee may conduct its operation 24 hours per day, seven days per week for the term of the License.
  - e. Licensee acknowledges no City utility services exist at the Tidelands Wharf. Licensee shall supply necessary power, water and sanitation services necessary to carry out the use described herein.
  - f. Licensee accepts the within License with full knowledge that the Project on the Property is subject to receipt of all permits required by the City, Contra Costa Fire Protection District, Bay Area Air Quality Management District, and the United States Coast Guard, receipt of California State Lands Commission approval for use, and environmental review as required by CEQA. Nothing in this License shall be construed as constituting approval for operation of the Project on the Property until all permits, approvals, and reviews are obtained.
2. License Fees. License Fees include fees for Dockage, Wharfage, Demurrage, and various reimbursement (Collectively "License Fees"). Licensee shall provide all required information for calculating License Fee to City per the schedule in Exhibit B.
- a. Dockage is based on the overall length of the vessel and the period of time on berth.
    - i. Vessel's length given in meters, in Lloyd's Register and/or the Certificate of Registry will be used. If the length is not shown in these documents, the City will measure the vessel's linear distance from the extreme point of the bow to the extreme point of the stern.
    - ii. The period of time, for which dockage is assessed, starts when the vessel is made fast to a wharf, bulkhead structure, bank or to another vessel so berthed, and continues until the vessel is freed from moorings and vacates the berth.

In computing dockage charges, the table of lengths and rates per 24 hour period shown in Exhibit B shall be used. The rate for vessels over 390 meters in overall length shall be \$35 for each meter of overall length of fraction thereof in excess of 390 meters in addition to the below charge of \$13,966.

A full day's dockage is charged for each 24 hours or fraction thereof.

- iii. If a vessel's status changes within a 24 hour period, the dockage charge for that period will be the higher of either status.
- b. Wharfage is assessed at \$1.65 cents per 1,000 kilograms of bunker oil or fuel oil #6 moved.
- c. Demurrage fees of \$1,000 per day shall be charged to Licensee if vessel and or cargo remain fast to a wharf, bulkhead structure, bank or to another vessel so berthed after 5:00 p.m. on July 28, 2023.
- d. License shall pay Licensor reimbursement fees for City staff time for work related to this License Agreement, including CEQA determination for this License Agreement and inspection. Fees shall be based on actual contractual and fully burdened salary costs. City shall track accumulation of these costs and provide a summary to Licensee after termination of this License Agreement. Licensee shall pay reimbursement fees no later than 30 days after receipt of cost summary.

All License Fees due and payable hereunder to on behalf of City shall be paid within 30 days of invoice date without offset, deduction, or credit. All License Fees shall be payable in lawful money of the United States to Licensor at the address in Paragraph 13 below or to such other persons or at such other places as Licensor may designate in writing. Licensor shall send invoices and cost summaries to the address in Paragraph 13.

- e. In the event the Licensee fails to pay License Fees by the close of business on the due date or the Licensee's check is returned by the financial institution on which it is drawn for insufficient funds, the Licensee shall pay the City (i) Two Hundred Fifty Dollars (\$250) as a Late fee (the "Late Fees") and (ii) the maximum rate of interest permitted by law, accrued daily on such late License Fees due to the City, which must be paid together with the payment of the License Fees.
3. Security Deposit. On June 6, 2023 upon execution of this License Agreement, the Licensee shall pay to the City a security deposit in the amount of one hundred and twelve thousand dollars (\$112,000) (the "Security Deposit"). Provided that Licensee is not in default under this License Agreement, the City shall return the Security Deposit to the Licensee upon termination of this License Agreement. The City has no obligation to pay or earn interest on the Security Deposit, but if interest



is paid thereon, such interest will become part of the Security Deposit.

4. Use of Security Deposit. If the Licensee is in default with respect to any provision of this License Agreement, the City may, but has no obligation to, use the Security Deposit or any portion of the Security Deposit to cure such default or to compensate the City for any damage or reasonable expense sustained by the City and resulting from such default, but only after providing the Licensee with an opportunity to cure such default within 30 days upon written notice to Licensee. The City shall provide the Licensee with evidence of damages incurred as a result of a default by the Licensee. If this License Agreement has not been terminated as a result of such default, the Licensee, on demand from the City, shall promptly restore the Security Deposit to the full amount.
5. Term of License. The term of this License shall begin upon on California State Lands Commission approval of the License and proposed use for the Project and shall end on or before October 2, 2023. Extension of the License Term shall be allowed only with a written amendment signed by the City and Licensee.
6. Exclusive Use. Licensee's right to use the Property is exclusive, and Licensee, its agents and employees shall have the right to enter the Property for any purposes consistent with Section 2. Licensor retains the right to enter the Property at any time for any purpose not inconsistent with the use allowed by Licensor to Licensee.
7. Condition of Property. Licensee acknowledges having received a copy of the Phase I Environmental Assessment and Conditions Assessment ("Assessments") of the Property. Licensee shall operate in a manner than maintains the condition of the property described in the Assessments.
8. Termination. This License may be terminated by Licensor or Licensee immediately for cause or without cause upon 10 days (10) days written notice of termination.
  - a. Termination or expiration of this License shall not release Licensee from liability resulting from an event which occurred prior to such termination or expiration.
  - b. Upon termination or expiration of this License, Licensee shall immediately discontinue the use of the Property and remove from the Property all personal property and maintain the condition of the property as described in the Assessments. All personal property remaining on the Property 72 hours after termination or expiration of the License shall be considered abandoned and the City in its sole discretion may discard the property and bill the Licensee for costs incurred, or take ownership of the property.
9. Indemnity. The Licensee shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, council members, directors, officers, employees, agents, successors, and assigns ("Indemnitees") harmless from and

against any and all claims, loss, damage, costs, expense, liability, and penalties (“Claims”) arising during the Term and arising from or in connection with any of the following: (i) Licensee’s use of the Property, (ii) any work or thing done on or in the Property by Licensee, (iii) any condition of any alteration or addition constructed by the Licensee on the Property, (iv) any breach or default by the Licensee in the performance of any covenant or agreement to be performed by the Licensee pursuant to the terms of this Agreement, (v) any negligence or willful misconduct of the Licensee, or any of its agents, Licensees, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Property, and (vii) the furnishing of labor or materials by the Licensee or its employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Licensee, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably acceptable to the City. The obligations of the Licensee under this Section 9 shall not apply to any Claim or other matter to the extent such arises as a result of the sole negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this License.

10. Environmental Indemnity. Without limiting the generality of the indemnity set forth elsewhere in this License, the Licensee shall defend, indemnify, and hold the Indemnitees harmless against any claims, loss, damage, costs, expense or liability they may incur directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, or disposal by the Licensee agents, and employees, of Hazardous Materials on, under, or about the Property, after the License commencement date including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorney’s fees. This obligation to indemnify and defend shall survive termination of this License.

11. Insurance Requirements. Licensee shall procure and maintain for the duration of the License insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Licensee, his agents, representatives, or employees. With respect to General Liability, Errors & Omissions, Pollution Liability, and/or Asbestos Pollution Liability, coverage shall be maintained for a minimum of five (5) years after License term.

a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury

and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Licensee has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. Licensees Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$5,000,000 per claim or occurrence and \$5,000,000 aggregate per policy period of one year.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Licensor. The Licensor may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Licensor. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Licensor. Any and all deductibles and SIRs shall be the sole responsibility of Licensee. Licensor may deduct from any amounts otherwise due Licensee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Licensor reserves the right to obtain a copy of any policies and endorsements for verification.

c. Other Insurance Provisions.

i. The General Liability, Automobile Liability, Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Licensee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees, agents, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

ii. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Licensee pursuant to the License. This coverage may also be provided on the Pollution Liability policy.

iii. If General Liability, Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the License or the beginning of License work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of License Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the License effective date, the Licensee must purchase an extended period coverage for a minimum of five (5) years after termination of License Agreement.
  4. A copy of the claims reporting requirements must be submitted to the Licensor for review.
  5. If the services involve lead-based paint or asbestos identification / remediation, the Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- d. Umbrella or Excess Policy. The Licensee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Licensee's primary and excess liability policies are exhausted.
- e. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.
- f. Verification of Coverage. Licensee shall furnish Licensor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Licensor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Licensor reserves the right to modify these requirements, including limits,

based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- g. Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Licensee, its employees, and agents.
- h. Duration of Coverage. CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of the License Agreement.
- i. Special Risks or Circumstances. Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Conformance with Permits. All activities conducted on site shall be carried out in conformance with permits and plan issued and approved by but not limited to the City of Pittsburg, Contra Costa Fire Protection District, the Bay Area Air Quality Management District, the California State Lands Commission, and the United States Coast Guard.

13. Notices. Any notice required to be given under this License shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

Licensor:                      City of Pittsburg  
   65 Civic Avenue  
   Pittsburg, CA 94565  
   Attn: City Manager

Licensee:                      The Pittsburg Owner LPV, LLC  
   888 San Clemente Dr, Suite 100  
   Newport Beach, CA 92660  
   Attn: Evan Knapp

14. Assignment and Sublicensing. Licensee shall not assign or sublicense all or part of this License.
15. Waiver. Waiver of a breach or default under this License shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this License.
16. Controlling Law Venue. This License and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this License shall be held exclusively in Contra Costa County Superior Court. If federal, venue shall be the Northern District.
17. Amendments. This License may be modified or amended only by a written document executed by both Licensor and Licensee and approved as to form by the City Attorney.
18. Severability. If any term or portion of this License is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this License shall continue in full force and effect.
19. Entire Agreement. This License constitutes the complete and exclusive statement of License between Licensor and Licensee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this License.
20. Execution. This License may be executed in counterparts and multiple originals, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

LICENSOR:  
THE CITY OF PITTSBURG

By: \_\_\_\_\_  
Garrett Evans, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna Mooney, City Attorney

LICENSEE:  
THE PITTSBURG OWNER LPV, LLC

By: \_\_\_\_\_  
Evan Knapp, Principal

# Exhibit A





Exhibit B  
License Fees

Length of Vessel per Lloyd's Register, Certificate of Registry, or as measured by City staff (Meters)

Over (meters)	Not Over (meters)	Rate per 24 Hour Day
0	30	\$108
30	45	\$161
45	60	\$220
60	75	\$306
75	90	\$455
90	105	\$715
105	120	\$1,025
120	135	\$1,383
135	150	\$1,796
150	165	\$2,262
165	180	\$2,778
180	195	\$3,352
195	210	\$4,871
210	225	\$4,646
225	240	\$5,369
240	255	\$6,150
255	270	\$6,980
270	285	\$7,089
285	300	\$7,928
300	315	\$8,818
315	330	\$9,753
330	345	\$10,735
345	360	\$11,765
360	375	\$12,839
375	390	\$13,966
390	Above	

The rate for vessels over 390 meters in overall length shall be \$35 for each meter of overall length of fraction thereof in excess of 390 meters in addition to the below charge of 13,966.

Per the schedule below, Licensee shall provide all required information for calculating License Fees.

<b>Fee Being Calculated</b>	<b>Information Required</b>	<b>Information Submittal Schedule</b>	<b>Information Recipient</b>
Dockage	Number of vessels being used for licensed operation	By July 7, 2023	<a href="mailto:sbellafronte@pittsburgca.gov">sbellafronte@pittsburgca.gov</a> <a href="mailto:srose@pittsburgca.gov">srose@pittsburgca.gov</a>
	Per vessel utilized: <ul style="list-style-type: none"> <li>• IMO Number</li> <li>• Vessel Name</li> <li>• Flag</li> </ul>	By July 7, 2023	<a href="mailto:sbellafronte@pittsburgca.gov">sbellafronte@pittsburgca.gov</a> <a href="mailto:srose@pittsburgca.gov">srose@pittsburgca.gov</a>
	Beginning date of berth for each vessel being used for licensed operation	By July 7, 2023	<a href="mailto:sbellafronte@pittsburgca.gov">sbellafronte@pittsburgca.gov</a> <a href="mailto:srose@pittsburgca.gov">srose@pittsburgca.gov</a>
	Overall Length of Vessel per: <ul style="list-style-type: none"> <li>• Lloyd's Registry; or</li> <li>• Certificate of registry</li> </ul>	By July 7, 2023	<a href="mailto:sbellafronte@pittsburgca.gov">sbellafronte@pittsburgca.gov</a> <a href="mailto:srose@pittsburgca.gov">srose@pittsburgca.gov</a>
Wharfage	Kilograms of bunker fuel and fuel oil #6 pumped from trucks to vessels	Daily, no more than 24 hours after previous day's pump of materials from truck to vessel	<a href="mailto:sbellafronte@pittsburgca.gov">sbellafronte@pittsburgca.gov</a> <a href="mailto:srose@pittsburgca.gov">srose@pittsburgca.gov</a>
Demurrage	Actual date of departure if after 5:00pm on September 4, 2023	On departure date	<a href="mailto:sbellafronte@pittsburgca.gov">sbellafronte@pittsburgca.gov</a> <a href="mailto:srose@pittsburgca.gov">srose@pittsburgca.gov</a>