

Board of Commissioners

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Workshop Session

January 21, 2025 at 4:00 PM
422 Gateway Ave, Suite 100

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Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ADVISORY
 - a. Airport Master Plan 3
 - b. First Reading, AN ORDINANCE REGULATING ENROACHMENT INTO UNAUTHORIZED AREAS. 38
 - c. Pier One Building – Generator Update
7. ACTION
 - a. Byproduct Recovery Center Treatability Study – Update and Change Order..... 41
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 - d. RFE #207 – Repair Computer System for LinkBelt Crane 107
8. COMMISSION COMMENTS
9. EXECUTIVE DIRECTOR COMMENTS
10. UPCOMING MEETING DATES
 - a. Regular Session – February 4, 2025 at 4:00 PM
 - b. Workshop Session – February 18, 2025 at 4:00 PM
11. ADJOURN

Please Note:

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Board of Commissioners

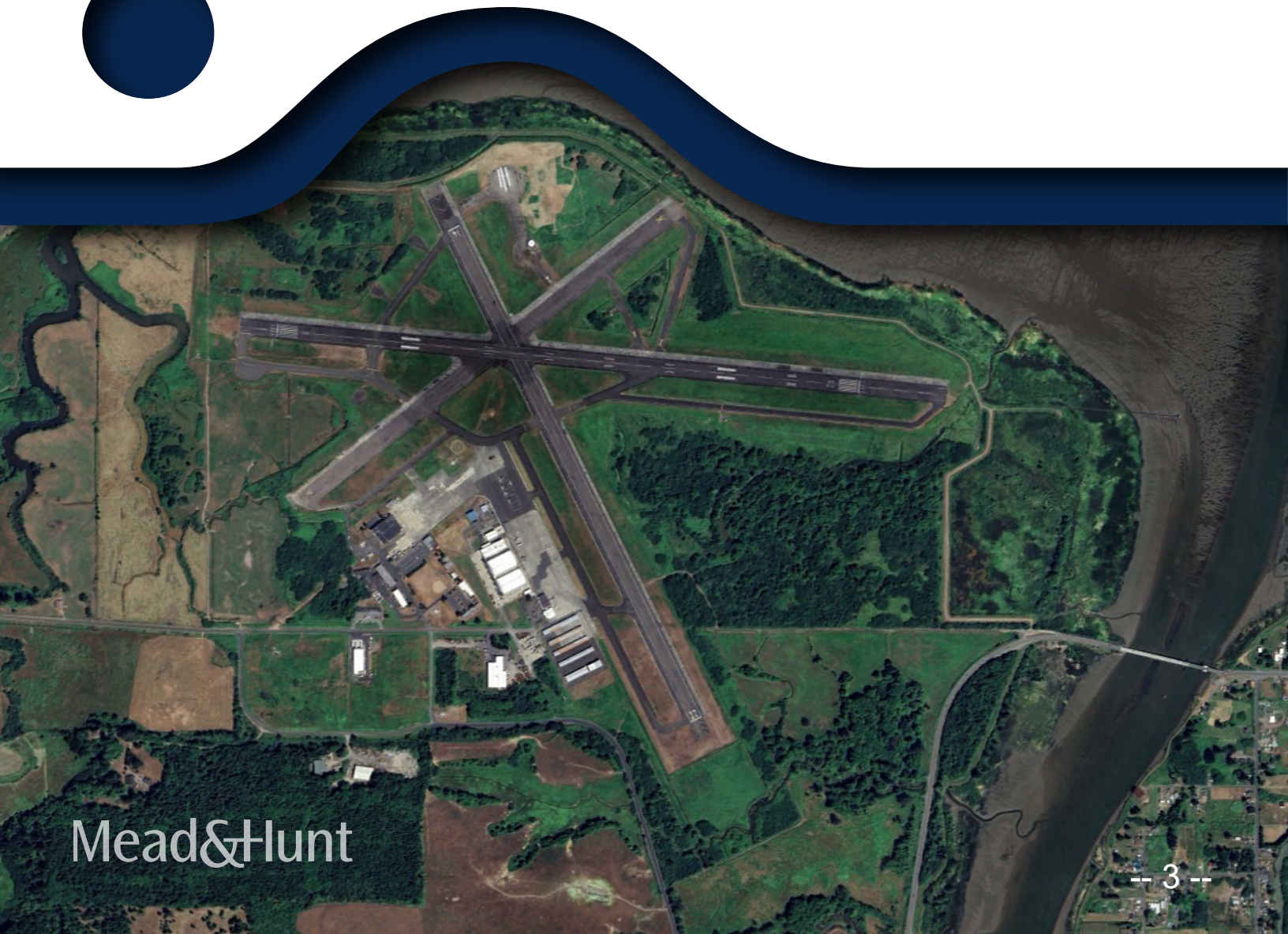
HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

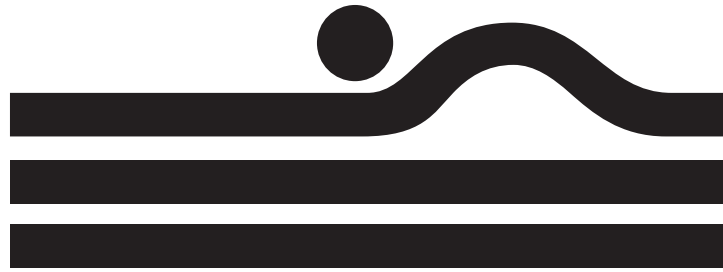
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ASTORIA REGIONAL AIRPORT 2024 MASTER PLAN



Mead&Hunt



PORT OF ASTORIA

2024 MASTER PLAN

DECEMBER 2024

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CHAPTER 1

EXISTING CONDITIONS

CHAPTER 1 - EXISTING CONDITIONS

This chapter provides an overview of the infrastructure, assets, services, and surrounding natural environment for the Port of Astoria who owns and operates the Astoria Regional Airport (AST). Information is based on airport records; information published by federal, state, and local agencies; and firsthand accounts from airport management, tenants, and users. The Existing Conditions chapter serves as the basis for assessments and recommendations described in the Airport Master Plan (AMP). The Existing Conditions Chapter includes the following sections:

- ▶ Airport Overview
- ▶ Aeronautical Facilities - Airside
- ▶ Aeronautical Facilities - Landside
- ▶ Non-aeronautical Facilities
- ▶ Auto Parking and Circulation
- ▶ Airport Utility Mapping
- ▶ Summary

AIRPORT OVERVIEW

This section gives an overview of AST's location, history, role in the community, property interests, and components of airport operations. AST is a public-use airport owned and operated by the Port of Astoria. The Airport Manager oversees the daily operation and maintenance of the airport to ensure the safety and efficiency of operations.

Airport Location

AST is in Clatsop County, Oregon, in the City of Warrenton. AST is located near the opening of Youngs Bay. This waterway connects to the Columbia River, which empties into the Pacific Ocean. AST's location allows highway access from U.S. Highway 101 (US 101), which runs north to Washington, crossing the Astoria-Megler Bridge, and south to Oregon and California, running along the coastline near the Pacific Ocean. Travelers driving south from AST on US 101 pass through the communities of Seaside Beach, OR (14 miles) and Cannon Beach, OR (23 miles). AST is 1.5 miles from the City of Astoria, which is located to the northeast of the Airport across the New Young's Bay Bridge. **Figure 1-1** illustrates AST's location and surrounding areas.

Figure 1-1: AST Location



Source: Mead & Hunt

Airport Property and Role

AST property covers 870 acres. Airport property used for aviation purposes is classified as airside and landside. Airside functions facilitate aircraft movement and storage and include runways, taxiways, tie downs, and hangars. Landside areas include the Fixed Based Operator (FBO) terminal building, tenant facilities, and the automobile access and parking facilities. AST property includes non-aeronautical areas that are used for business development, such as the 26-acre Airport Industrial Park. The airport layout is shown in **Figure 1-2**. AST serves as the central facility for the United States Coast Guard (USCG) Base Astoria and Air Station Astoria. The USCG provides an invaluable service to the area, controlling operations of HH-60 helicopters and motor lifeboat rescue stations located on the Oregon and Washington coasts.

AST is part of the Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems (NPIAS). The NPIAS is an inventory of the U.S. aviation infrastructure assets; it identifies airports that are significant to the national air transportation system. NPIAS airports qualify to receive federal grants under the FAA’s Airport Improvement Program (AIP). The FAA uses the NPIAS to estimate the amount of AIP funding needed for infrastructure development projects. The 2023-2027 NPIAS classifies AST as a Public-Owned, General Aviation (GA) Airport, which serves a local role based on operations and activity measures. As such, AST qualifies to receive FAA AIP entitlement funds as well as discretionary funding consideration for airport planning, design, engineering, and construction projects as well as noise compatibility planning and assistance. The NPIAS designated role for small primary, reliever, and general aviation airports allows for the grants to cover a range of 90-95 percent of eligible costs, based on statutory requirements. **Table 1-1** provides a summary of the airport attributes.

Table 1-1: AST Attributes

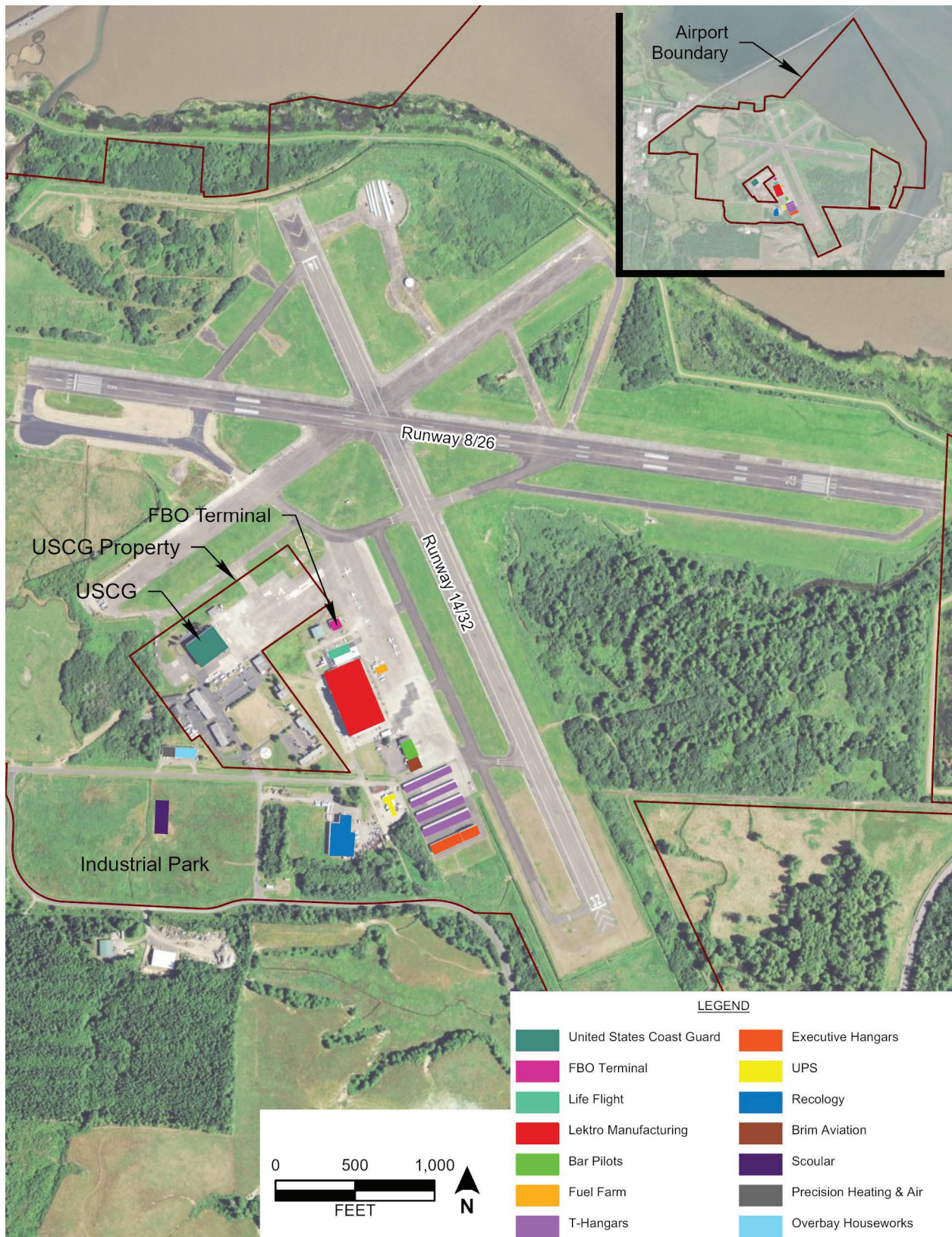
Airport Attributes	Description
Airport Owner	Port of Astoria
Owner Type - Facility Use	Public - Public
FAA NPIAS Classification	General Aviation
Airport Property	870 acres
Primary Runway	Runway 8/26 - 5,794 ft. x 100 ft.
Crosswind Runway	Runway 14/32 - 4,467 ft. x 100 ft.
Navigational Aids	VOR/DME, NDB, VORTAC, ILS (I-AST), Localizer, and Glideslope
Design Aircraft	B-II
Automated Weather Station	Automated Surface Observing System (ASOS)
Communications	UNICOM, CTAF: 122.8
Elevation	14.3 feet above sea level (ASL)
Air Traffic Control Tower (ATCT)	No

Note: See **Appendix F** for a list of abbreviations and acronyms.

Source: FAA Airport Data and Information Portal (ADIP)

The aviation activity conducted at AST is affected by surrounding airports, users’ choice, and availability of services. Identifying the mutually supportive and competitive areas of the regional aviation market can support the future development efforts of AST to meet the needs of airport tenants and visitors. The socioeconomic and aviation activity will be covered in **Chapter 3 – Aviation Forecasts**.

Figure 1-2: AST Property and Airfield Layout



Source Maxar (ESRI (ESRI World Imagery basemap))

AERONAUTICAL FACILITIES - AIRSIDE

Aeronautical facilities consist of those areas of the airport that are accessible to aircraft. AST and the FAA continue to invest in the airport's facilities to maintain utility and function of the pavement surfaces and supporting infrastructure. **Figure 1-2** shows the aeronautical facilities that directly support aviation activity, including the following:

- ▶ Runway System
- ▶ Taxiway System
- ▶ Aircraft Parking and Transient Parking
- ▶ NAVAIDS, Lighting System, and Shelters
- ▶ Pavement Markings, Lighting, and Signage
- ▶ Air Cargo and Freight Facilities
- ▶ Aircraft Fuel Storage and Dispensing Systems

Runway System

Runway Length and Strength

AST is equipped with two runways. Primary Runway 8/26 is 5,794 feet long by 100 feet wide. Runway End 8 has a displaced threshold of 300 feet, and Runway End 26 has a displaced threshold of 713 feet. Crosswind Runway 14/32 is 4,467 feet long by 100 feet wide. Both runways are used by general aviation, cargo, and military aircraft. Both runways are constructed of asphalt and have a gross weight bearing capacity of 60,000 pounds single-wheel, 76,000 pounds dual-wheel, and 119,000 pounds dual-tandem-wheel main landing gear. After review by the airport engineer, the Port allows operation by cargo, USCG, and military aircraft of 155,000 Gross Takeoff Weight (GTOW) such as a C-130 type aircraft.

Runway Lighting and Markings

Lighting

Runway 8/26 is equipped with Medium Intensity Edge Lights. Runway End 8 has Runway End Identifier Lights (REILs) and a four-light Visual Approach Slope Indicator lighting system (VASI), and Runway End 26 has a Medium Intensity Approach Light System with Runway Alignment indicator Lights (MALSR) as an approach lighting system (ALS). Runway 14/32 is equipped with Medium Intensity Edge Lights. Runway End 14 contains REILs and a VASI, and Runway End 32 contains a four-light Precision Approach Path Indicator lighting system (PAPI).

Markings

Runway markings are white, and their schematics depend on the approach category of the runway. The marking includes the runway designator, centerline, a threshold bar, aiming point, touchdown zone, and runway edge markings. **Table 1-2** summarizes the component systems for Runway 8/26 and Runway 14/32.

Table 1-2: AST Runway 8/26 and 14/32 Marking, Lighting, and Signage

Markings, Lighting and Signage	Runway 8/26		Runway 14/32	
	8	26	14	32
Runway Markings				
Aim Points	Yes		No	
Centerline	Yes		Yes	
Threshold Bars	Yes		Yes	
Runway Number and Edge Lines	Yes		Yes	
TDZ Distance Markers	No	No	No	
Runway Lighting				
MALSR	No	Yes	No	
Visual Approach Path Guidance	VASI	MASLR	VASI	PAPI
Runways and Taxiway Signage				
Distance Remaining Signs	Yes		NA	
Runway Entry Hold Sign	NA		NA	
Taxiway Location Signs	Yes		Yes	
Taxiway Directional Signs	Yes		Yes	

Source: AST Data and FAA Airport Data and Information Portal (ADIP)

Instrument Approach Procedures

Instrument Approach Procedures (IAPs) consist of a series of predetermined maneuvers for the orderly transfer of an aircraft under Instrument Flight Rules (IFR) conditions from the beginning of the initial approach to a landing, or to a point from which the landing can be made visually. IAP's are classified as a precision instrument approach with both horizontal and vertical guidance, non-precision with only horizontal guidance, and visual without positional guidance.

Runway End 26 is a Precision Instrument Runway (PIR) with an Instrument Landing System (ILS) (I-AST) Category I approach system that contains a Localizer and Glideslope. Runway End 26 also has an Area Navigation (RNAV) Global Positioning System (GPS) and localizer COPTER (LOC) IAPs, which identifies the approach procedures for helicopter-only approaches to an airport or heliport.

Runway End 8 also has an RNAV(GPS) approach that provides horizontal guidance, making it a non-precision approach. Runway End 8 includes a Very High Frequency Omni-Directional Range (VOR), which is a ground-based electronic system that provides azimuth information for high and low altitude routes and airport approaches. Runway End 8 also includes a COPTER VOR approach, which is an approach procedure for helicopter to airports in IFR conditions.

Runway 14/32 is a visual flight rules (VFR) runway and does not have IAPs. Runway 14/32 is a designated "circle to land" runway in several of the approaches. Circling to land is a procedure performed after conducting an instrument approach procedure (IAP) where the active runway isn't aligned with the approach being flown and the pilot visually flies at a low altitude down to the active runway. **Table 1-3** summarizes the IAPs.

Table 1-3: AST Instrument Approach Procedures

Approach Type	Runway End	Ceiling Minimums	Visibility Minimums
RNAV (GPS)	8	420 feet	1 mile
COPTER VOR	8	580 feet	¾ mile
VOR	8	660 feet	1 mile
ILS	26	264 feet	1 mile
RNAV (GPS)	26	264 feet	¾ mil
COPTER LOC	26	460 feet	¾ mile

Source: FAA Terminal Procedures Publication, AST August 11-September 7, 2022-2008 2019

Runway Protection Zones

The Runway Protection Zone (RPZ) is an area at ground level prior to the threshold or beyond the runway end to enhance the safety and protection of the people and property on the ground. The FAA suggests that an airport operator maintain full control of an RPZ if feasible, avoid land uses that are potentially non-compatible within the RPZ, and comply with FAA guidance regarding land uses in RPZs. **Table 1-4** summarizes the RPZ dimensions at each runway end.

Table 1-4: AST Approach Runway Protection Zones

Existing RPZ	Width at Inner End	Length	Width at Outer End
Runway End 08	1,000 feet	2,500 feet	1,750 feet
Runway End 26	1,000 feet	2,500 feet	1,750 feet
Runway End 14	500 feet	1,000 feet	700 feet
Runway End 32	500 feet	1,000 feet	700 feet

Source: FAA AC 150/5300-13B, *Airport Design*, March 2022

Runway Design Surfaces

Airfield design decisions are driven by the requirements of the critical aircraft. The critical aircraft is the most demanding airplane, which is currently, or is planned to use a runway, taxiway, apron or other aeronautical facility on a regular basis. The weight, wingspan and performance characteristics of the airplane impact the design of the facility. Regular use is 500 annual operations, including both itinerant and local operations but excluding touch-and-go operations. An operation is either a takeoff or landing. Therefore, it is key that the AMP reflect the most up-to-date aircraft fleet mix. The critical aircraft will be evaluated in **Chapter 3 – Aviation Forecasts**.

FAA airport design surfaces provide clear areas and setbacks that are intended to maintain a safe and efficient airfield operating environment. **Table 1-5** summarizes the dimensions of the various runway design surfaces standards and existing conditions at AST.

Table 1-5: AST Runway Design Surfaces

Runway Design	Runway	
	8/26	14/32
Runway Width	100 feet	100 feet
Runway Safety Area (RSA)		
Safety Area Width	300 feet	150 feet
Safety Area Length ¹	600 feet	300 feet
Object Free Area (OFA)		
OFA Width	800 feet	500 feet
OFA Length	600 feet	300 feet
Obstacle Free Zone (OFZ)		
OFZ Width	800 feet	300 feet
OFZ Length	200 feet	200 feet
Runway Center Line to:		
Hold line	250 feet	200 feet
Parallel Taxiway Centerline	300 feet	240 feet
Aircraft Parking Area	500 + feet	400 feet

Source: 2008 FAA AC 150/5300-13B, *Airport Design*, March 2022, and existing airport conditions.

Taxiway System

Taxiway Design Surfaces

The Taxiway Design Group (TDG) determines taxiway design standards. The TDG relates to the undercarriage dimensions of aircraft, based on the overall Main Gear Width and the Cockpit to Main Gear Distance. TDG also determines the taxiway edge safety margin and shoulder width of taxiways. The Airplane Design Group (ADG) of the critical design aircraft determines the dimensions of taxiway protection areas, taxiway separation, and required wingtip clearance for aircraft using the taxiways. Taxiway systems that serve Runways 8/26 and 14/32 are designed to accommodate TDG 2 aircraft.

Taxiway Lighting and Marking

The taxiways are equipped with medium-intensity taxiway edge lighting (MITL). Taxiway markings consist of yellow centerline and enhanced centerline markings and hold position signs painted with white inscriptions on red backgrounds. AST has eight runway holding position markings located at the Taxiway A connectors and Taxiway B connectors. Taxiway A contains an ILS hold line in front of the ILS antenna.

Table 1-6 summarizes the taxiway dimensions for AST.

Table 1-6: Taxiway System

Taxiway Segment	TWY A	TWY A2	TWY A3	TWY A4
Runway 8/26				
Type	Primary Parallel	Connector	Connector	Connector
Taxiway Design Group (TDG)	TDG2	TDG2	TDG2	TDG2
Dimension (Width)	35 feet	35 feet	35 feet	35 feet
Pavement Surface Course	Asphalt	Asphalt	Asphalt	Asphalt
Edge Lighting	MITL	MITL	MITL	MITL
Runway-Taxiway Center Line Separation	270 feet	-	-	-
Taxiway Signs	Yes	Yes	Yes	Yes
Taxiway Segment	TWY B	TWY B2	TWY B3	
Runway 14/32				
Type	Primary Parallel	Connector	Connector	
Taxiway Design Group (TDG)	TDG 2	TDG2	TDG2	
Dimension (Width)	35 feet	35 feet	35 feet	
Pavement Surface Course	Asphalt	Asphalt	Asphalt	
Edge Lighting	MITL	MITL	MITL	
Runway-Taxiway Center Line Separation	314 feet	-	-	
Taxiway Signs	Yes	Yes	Yes	

Note: See **Appendix F** for a list of abbreviations and acronyms.

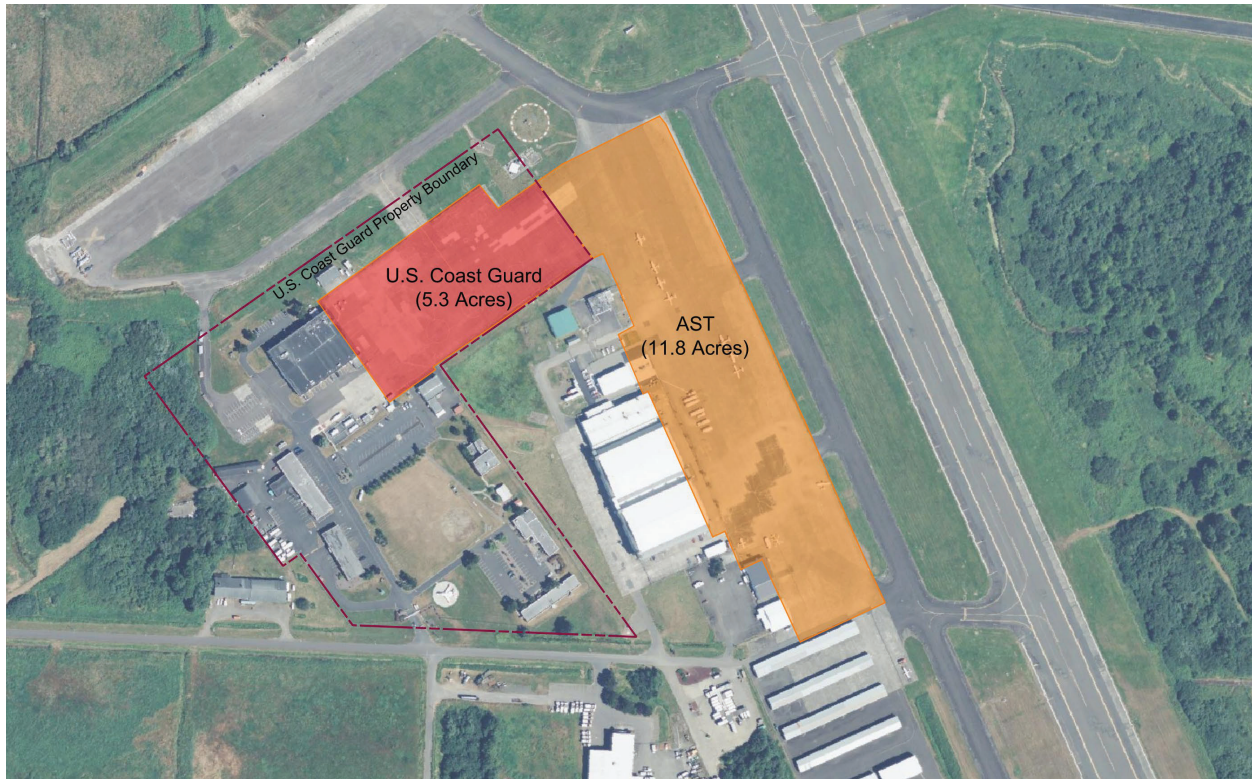
Source: FAA AC 150/5300-13B, *Airport Design*, March 2022, and existing airport conditions.

Aircraft Parking and Transient Aprons

Aprons are used for the loading and unloading of aircraft, parking of aircraft, and aircraft storage. AST is equipped with an 11.8-acre apron located west of Runway 14/32 between the General Aviation facilities and Taxiway B. The transient tie-downs include 12 tie-down spots on the terminal ramp and five additional transient tie downs spots in front of the fuel farm (two large aircraft tie-down spots and two helipad parking spaces).

The apron located in front of the USCG facility is approximately five acres and provides four helicopter parking spaces to accommodate Sikorsky HH-60J Jayhawk Helicopters. **Figure 1-3** illustrates the AST and USCG aprons.

Figure 1-3: AST and USCG Aprons



Source: Microsoft Corporation (2022), Maxar (2022)

NAVAIDS, Lighting System, and Shelters

Navigational aids (NAVAIDS), which can be airborne or located on the ground and either visual or electronic, provide guidance and positional information to aircraft. NAVAIDS include ground-based electronic and visual systems and space-based global positioning system (GPS) satellites. Electronic NAVAIDS can transmit information to aircraft systems and allow pilots to navigate and operate in weather that has reduced visibility. Visual NAVAIDS assist pilots with airport location, runway orientation, approach, and navigating in the terminal environment under visual conditions. The FAA is implementing a modern air traffic control and management system called NextGen to decrease delay and increase capacity. NextGen uses GPS satellites rather than ground-based radio-NAVAIDS.

Visual NAVAIDS

Visual NAVAIDS include visual lights and wind indicators. AST's visual NAVAIDS include a segmented circle to show pattern direction, a lighted wind direction indicator, clear/green rotating beacon, the beacon is located on the top of the Lektro hangar. The runway system also has visual NAVAIDS, the MALSR, VASI, and PAPI, to help guide aircraft, this is identified in the **Runway System- Runway Lighting and Markings** section.

Electronic NAVAIDS

Reliance on sight limits the utility of visual NAVAIDS when visibility is poor. Electronic NAVAIDS require instruments onboard the aircraft and help pilots navigate, takeoff, and land when it is not possible to do so through visual cues alone. Electronic NAVAIDS include ground-based facilities and satellites that use GPS. NAVAIDS can be used during all flight conditions; however, they must be used when visibility and cloud ceilings are low enough to be considered instrument meteorological conditions (IMC).

The types of electronic NAVAIDS available for aircraft flying to and from AST include the Very-High-Frequency (VHF) Omni-directional Radio Range (VOR) Tactical Air Navigation (TACAN), which is a combined civil and military ground-based unit known as a VORTAC. There is also a Non-directional Beacon (NDB), Instrument Landing System (ILS), which includes a localizer signal that provides lateral course guidance for a pilot to maintain the aircraft's position relative to the runway's extended centerline. The Glide Slope (GS) antenna array is sited to the side of the runway touchdown zone. The GS provides vertical guidance through the ILS and provides deviation information from the optimum path of descent. The ASTORIA VOR is equipped with Distance Measuring Equipment (DME).

The ASTORIA VOR/DME is located on AST. The closest NDB to AST is 47.1 nm which is located southeast of the airport. **Table 1-7** summarizes the airport NAVAIDS.

Table 1-7: AST NAVAIDS

Type	Frequency	Distance from AST
VOR/DME	114 MHz	On Airport
NDB	356 MHz	47.1 nm
VORTAC	117.7 MHz	48.7 nm
ILS (I-AST)	109.50	On Airport
Glide Slope	332.60	On Airport

Source: FAA Airport Data and Information Portal (ADIP), August 2022

Airspace Classification

Airspace administered by the FAA is classified as either “controlled” or “uncontrolled” and is defined by one of six classifications. Airspace designated as Class A, B, C, D, and E are controlled airspace, and Class G airspace is uncontrolled airspace. AST is located in Class E Surface Airspace depicted by a dashed magenta line in the Sectional Aeronautical Charts. **Figure 1-4** shows the sectional aeronautical chart for AST. Sectional Aeronautical Charts are the primary navigational reference medium used by pilots. The aeronautical information on Sectional Charts includes visual and radio aids to navigation, airports, controlled airspace, restricted areas, obstructions, and related data. It depicts all locations of Class E airspace with bases below 14,500 feet Mean Sea Level (MSL). In areas where charts do not depict a Class E base, Class E begins at 14,500 feet MSL. In most areas, the Class E airspace base is 1,200 feet Above Ground Level (AGL). In many other areas, the Class E airspace base is either the surface or 700 feet AGL. Some Class E airspace begins at an MSL altitude depicted on the charts, instead of an AGL altitude. There is no Air traffic Control Tower (ATCT) located at AST.

Figure 1-4: AST Sectional Aeronautical Chart



Source: FAA Seattle VFR Sectional Chart, Sept. 8, 2022.

Air Cargo and Freight Facilities

United Parcel Service (UPS) is a tenant at AST located south of the FBO, west of the T-hangars, and near Airport Road. UPS has an office space for shipping and logistics and a parking lot for the UPS trucks that transport cargo. FedEx (via their contract carrier Empire) uses the Airport; however, it has no on-site facilities.

Aircraft Fuel Storage and Dispensing Systems

AST is equipped with on-airport fuel storage facilities including two tanks. The fuel storage facility includes a 10,000-gallon Avgas tank and a 10,000-gallon Jet A fuel tank. 100LL is dispensed through a self-serve terminal adjacent to the farm tank. AST provides Jet A fuel with a 5,000-gallon fuel truck. The fuel demand at AST has been increasing, which justifies the addition of a supporting vehicle—another 5,000-gallon fuel truck. The fuel truck is anticipated to be obtained sometime in the summer of 2023 to meet seasonal demands. The fuel farm is located on the general aviation apron, south of the FBO. The Port of Astoria provides FBO services.

Figure 1-5: AST Aircraft Fuel Storage



Source: M&H photo- site visit, August 2022.

AERONAUTICAL FACILITIES – LANDSIDE

Airfield Communication Facilities and Equipment

The FAA's Air Traffic Organization (ATO), through their Air Traffic Services group, manages air traffic within the National Airspace System using a series of centers that have control and authority over different segments of airspace and airport movement areas. To transition in and out of this system, AST uses a Common Traffic Advisory Frequency (CTAF) 122.800, which is a designated frequency to safely coordinate arrivals and departures as well as provide position reports and acknowledge other aircraft in the airfield traffic pattern. Pilots self-report this information on the CTAF frequency to each other. CTAF may also be used to provide airport advisory information while operating aircraft to and from AST. AST does not have a Control Tower. AST provides Universal Communications or (UNICOM) on 122.800. UNICOM provides Air-to-ground and ground-to-air communications with arriving and departing aircraft. This communication is typically with airport operations and/or FBO services personnel about airfield conditions, weather, or services needed. UNICOM and CTAF use the same frequency at AST.

Airfield Vehicle Access Routes

AST has a service road that extends around the northwest interior of the Airport Operations Area (AOA) to provide access to the various NAVAIDs, approach lights, the weather observation system, and to transition between landside facilities. A second service road extends north from HWY 101 near the Lewis and Clark River to the approach end of Runway End 26 to provide access to ILS NAVAIDs and lighting systems.

Aircraft Hangars

AST provides Executive Hangars and T-hangars for lease that are owned by the Port of Astoria. General Aviation aircraft storage is located along the south end of the apron on the west side of Taxiway B. The existing hangars consist of 2 Box Hangars and 48 T-hangars.

Fencing/Gates/Security

AST has chain-link wildlife fencing around the airfield perimeter. Security gates provide access to GA hangars, and controlled movement areas on the airfield. There are two pedestrian gates with pin pads provide airside facilities access. There are two vehicle gates with pin pads that provide access to the GA hangars and are used by Airport staff to access the airport operations area (AOA). The USCG has a separate security staffed and gated entrance to access the USCG facilities from Airport Road/Southeast 12th Place. The FBO is accessible landside, outside of the security gates.

General Aviation Terminal Facilities

Fixed Based Operators (FBOs) support a wide range of General Aviation aeronautical activities, providing services to pilots and the traveling public. The Port of Astoria is the owner and operator of the AST Terminal and FBO. The FBO provides services that include aircraft fuel, aircraft support, UNICOM, and pilot and passenger facilities. The FBO is located southwest of the intersection of TWY A2 and TWY B. The current terminal building size and location will be evaluated in Chapter 4 Facility Requirements Analysis to determine if the terminal will need expansion or relocation based on the aviation demand at AST.

Other Airport Facilities

Tenant Facilities

AST has various companies, organizations, and individuals who lease land or hangars on Airport property in which they operate their company or organization. Tenant operations are both aviation and non-aviation related. Existing Airport tenants are listed below:

- ▶ Brim Aviation – Utility Helicopter Organization
- ▶ Columbia Bar Pilots- Pilot Transfer Services
- ▶ Overbay Houseworks - High end cabinetry, carpentry, and construction management projects.
- ▶ Lektro, Inc. - Aircraft Tug Manufacturer
- ▶ Life Flight Network- Air Medical Transportation Service
- ▶ Precision Heating and Indoor Air Quality - HVAC and Solar Solutions
- ▶ Recology – Maintenance Facility
- ▶ Scoular, Da Yang Seafood, and Bornstein Seafoods - Fishmeal processing center
- ▶ UPS Customer Center- Shipping and Mailing service
- ▶ Comcast – Telecommunications

Industrial Park

The Airport Industrial Park covers 26 acres and is located adjacent to AST on the south side of Airport Road/Southeast 12th Place and is enclosed by Southeast Airport Lane to the west and Southeast Flight Line Drive to the east. The Port of Astoria received a FAA Section 163 Determination for the Industrial Park property on January 7, 2022, for approximately 24.5 acres. This determination identified acres no longer needed to directly support airport activity. FAA has also determined that a non-aeronautical use of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the aeronautical use. FAA also concluded that the release of the aeronautical use provision and use of such land for non-aeronautical purposes will not interfere with the operation, maintenance or future development of AST. The industrial park is zoned for General Industrial development. The Industrial Park property currently has a tenant that is leasing airport owned property (Scoular Companies). The Scoular Companies now operates a \$20 million fishmeal processing center that opened in October 2022. The development of the Airport Industrial Park serves to generate revenue for AST as well as bring jobs to the community. The development of the Airport Industrial Park has been a catalyst for reconstructing AST's sewer infrastructure. New pressurized sewer and water infrastructure are all now readily available for businesses wishing to establish at the park. Infrastructure readiness serves as an incentive to future companies to develop in this area, and Scoular is a prime example of existing development possibilities. The Airport Industrial Park supports economic growth for AST, the City of Warrenton, the City of Astoria, and Clatsop County.

Figure 1-6: AST Aeronautical Facilities



Source: Maxar (ESRI World Imagery basemap)

Airport Climate Data

Weather conditions impact aircraft performance and influence airport design. Consideration is given to temperature, precipitation, visibility, and cloud ceiling heights. Wind patterns are an important meteorological factor in assessing runway utilization and for determining runway design requirements in accordance with FAA aircraft category standards.

Wind Patterns

The historical pattern of prevailing winds influences desirable runway orientation and runway usage. The FAA has determined that crosswinds pose a hazard to safe operations of aircraft, particularly to small and light aircraft; therefore, an airport’s main runway should be aligned with the prevailing wind.

Wind coverage is the average percentage of time that a runway or grouping of runways is not subjected to crosswinds of magnitude greater than the allowable crosswind component for each runway. The FAA defines the desirable minimum wind coverage of an airport’s runway configuration as 95 percent of wind velocity and direction observations over the most recent 10-year period. **Table 1-8:** shows the allowable crosswind component used to compute the wind coverage for a given runway based on the Runway Design Code (RDC) of the critical design aircraft expected to use the runway.

Table 1-8: Crosswind Components

Runway Design Code (RDC)	Allowable Crosswind Component
A-I ¹ and B-I ¹	10.5 knots
A-II and B-II	13 knots
A-III, B-III, C-I through D-III, D-I through D-III	16 knots
A-IV and B-IV, C-IV through C-VI, D-IV through D-VI	20 knots
E-I through E-VI	20 knots

Note: ¹ These airport design standards pertain to facilities designed for small aircraft.

Source: FAA AC 150/5300-13B, *Airport Design*, March 2022

Wind data is collected by the National Oceanic and Atmospheric Administration (NOAA) by an Automated Surface Observing System (ASOS) located at AST. Wind data from 2011 to 2020 is grouped for three ceiling and visibility categories as presented in **Table 1-9**.

Table 1-9: Ceiling and Visibility Categories

Wind Coverage	Definition
All Weather	All wind observations.
Instrument Flight Rules (IFR)	Cloud ceiling less than 1,000 feet and/or visibility less than 3 miles, but cloud ceiling greater or equal to 200 feet and visibility greater than or equal to 0.5 miles
Visual Flight Rules (VFR)	Cloud ceiling greater than or equal to 1,000 feet and visibility greater than or equal to 3 miles.

Source: FAA Safety Handbook

Crosswind Coverages

The FAA's Airport Design software is used to determine the wind coverage for AST's runway orientation. The wind coverage data are shown in **Table 1-10** for the years 2011 to 2020.

Table 1-10: AST Crosswind Coverages

Runway	10.5 Knot Component	13 Knot Component	16 Knot Component	20 Knot Component
All Weather Wind Data Observations (percent coverage)				
Runway 8/26	89.28%	93.48%	96.89%	98.97%
Runway 14/32	89.49%	94.32%	98.45%	99.73%
All Runways	94.18%	97.59%	99.32%	99.91%
Instrument Wind Data Observations (percent coverage)				
Runway 8/26	85.71%	90.43%	94.83%	98.38%
Runway 14/32	85.73%	91.90%	97.50%	99.54%
All Runways	89.94%	95.28%	98.57%	99.81%
Visual Wind Data Observations (percent coverage)				
Runway 8/26	90.22%	94.31%	97.49%	99.14%
Runway 14/32	90.67%	95.10%	98.76%	99.79%
All Runways	95.45%	98.30%	99.56%	99.95%

Note: Crosswind component computed using Runway True Bearings (8/26: 95 true heading), and (14/32: 154 true heading).

Source: National Oceanic and Atmospheric Administration (NOAA), FAA Airport Data and Information Portal (ADIP), and M&H table.

NON-AERONAUTICAL FACILITIES

AST is surrounded by a mixture of unimproved and rural land. There is a significant concentration of commercial activity along Highway 101 to the west, including major tenants such as Fred Meyer, Ross Dress for Less, Home Depot, Costco, and Walmart. The area also has a Shilo Inn and a car dealership. Most of the residential development is to the west of Highway 101 in Warrenton and across the bridge to the north in Astoria. Youngs Bay is to the north of the airport. **Figure 1-7**: illustrates the location of the AST.

Figure 1-7: Location of Warrenton Astoria Regional Airport



Figure Source: Port of Astoria GIS

The Port of Astoria (the Port) controls several parcels to the west of the fenced area of the Airport, extending to Highway 101. These parcels are well located for industrial and commercial development but have extensive development constraints, including the RWY 26 Runway Protection Zone, which can be overcome but at a cost. **Figure 1-8:** illustrates the location of the non-aeronautical properties included in the evaluation of this analysis.

Figure 1-8: Location of Non-Aeronautical Properties - AST

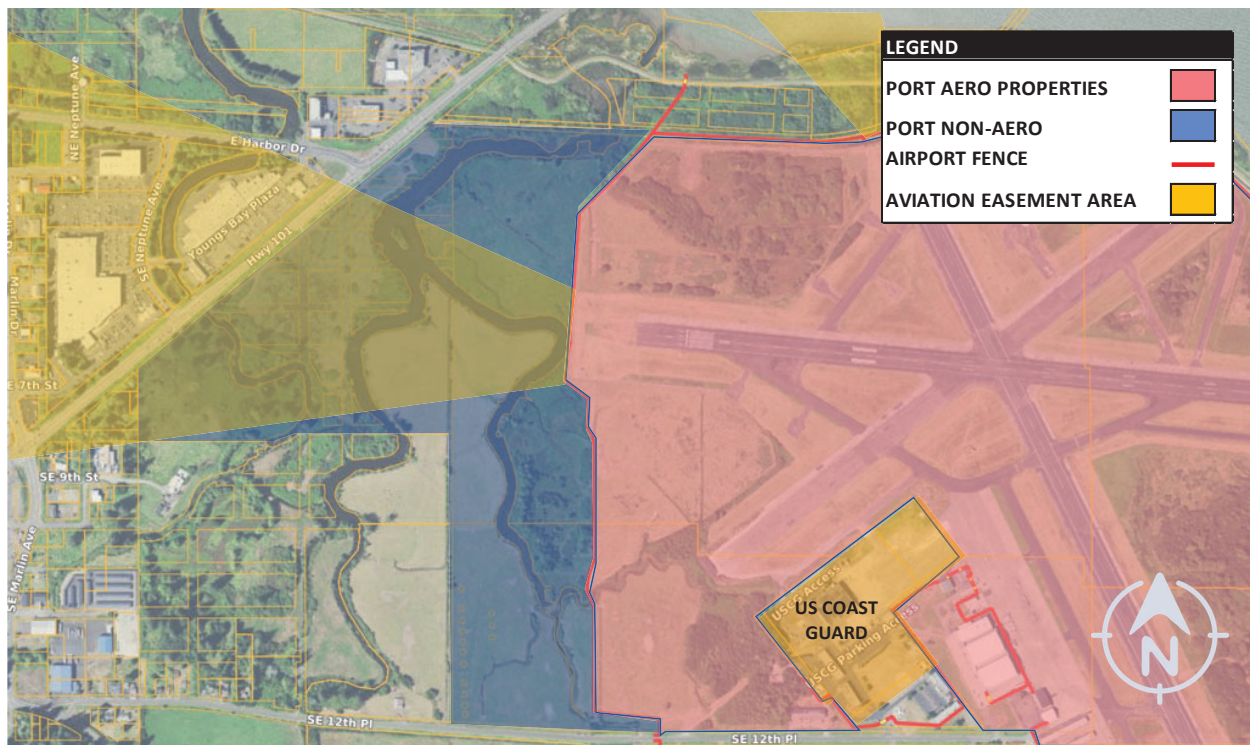


Figure Source: County GIS and Port of Astoria

The properties owned by the Port west of the Airport are heavily impacted by waterways, with Holbrook Slough, Adams Slough, and Vera Creek running north and south through the sites. The Port has been actively seeking to lease properties west of Adams Slough and Vera Creek. This area has been subdivided into a total of 26 parcels representing a total of 37.4 acres of property. The only existing tenant is a billboard lease on a small property with frontage along Highway 101. The overall area of this parcel is 54.7 acres, with significant loss in area associated with an extensive grid of dedicated right-of-way in the parcel. It is possible that multiple sites could be agglomerated, and the right of ways abandoned, which would increase the development yield and potentially the marketability of sites in this area. **Figure 1-9:** illustrates areas identified to be marketed for lease. A substantial portion of this red is subject to approach surface and RPZ functions. Substantially less than 54.7 acres is developable.

Figure 1-9: Areas Marketed for Lease - AST



Figure Source: County GIS and Port of Astoria

A roughly 76-acre site adjacent to and west of the airport fence is also available. It is bisected by Vera Creek over much of its area. Access to this site will be highly constrained except for SE 12th Place, which can only serve portions of this site. A substantial proportion of this area is subject to approach surface and RPZ functions, yielding substantially less than 76 acres developable.

Available mapping of wetlands, shown in **Figure 1-10:** and **Figure 1-11:** indicate that the sites have a number of locally significant wetlands. The United States Fish and Wildlife Service (USFW) identifies most of the properties as freshwater emergent wetlands. The local wetland inventory shows a series of wetlands on the sites, including a locally significant wetland on the sites fronting Highway 101.

Figure 1-10: Wetland Designations - AST

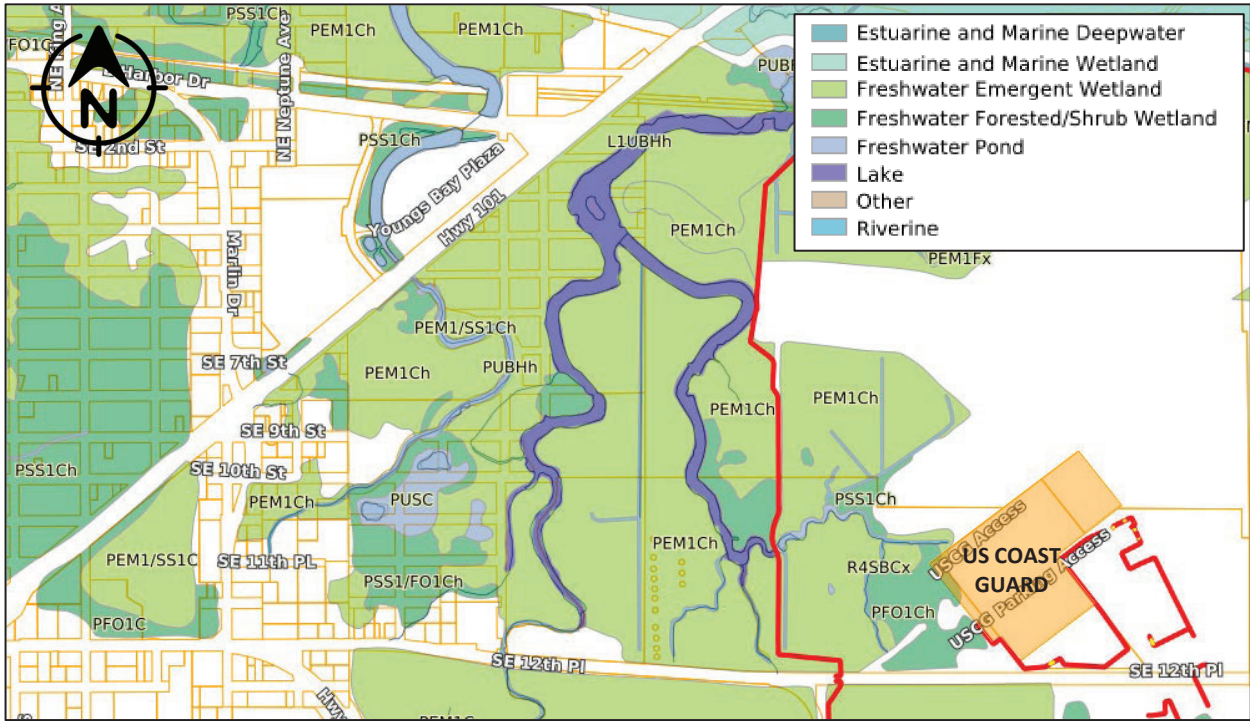


Figure Source: USFW, 2013 Wetland Designations

Figure 1-11: Local Wetland Inventory - AST

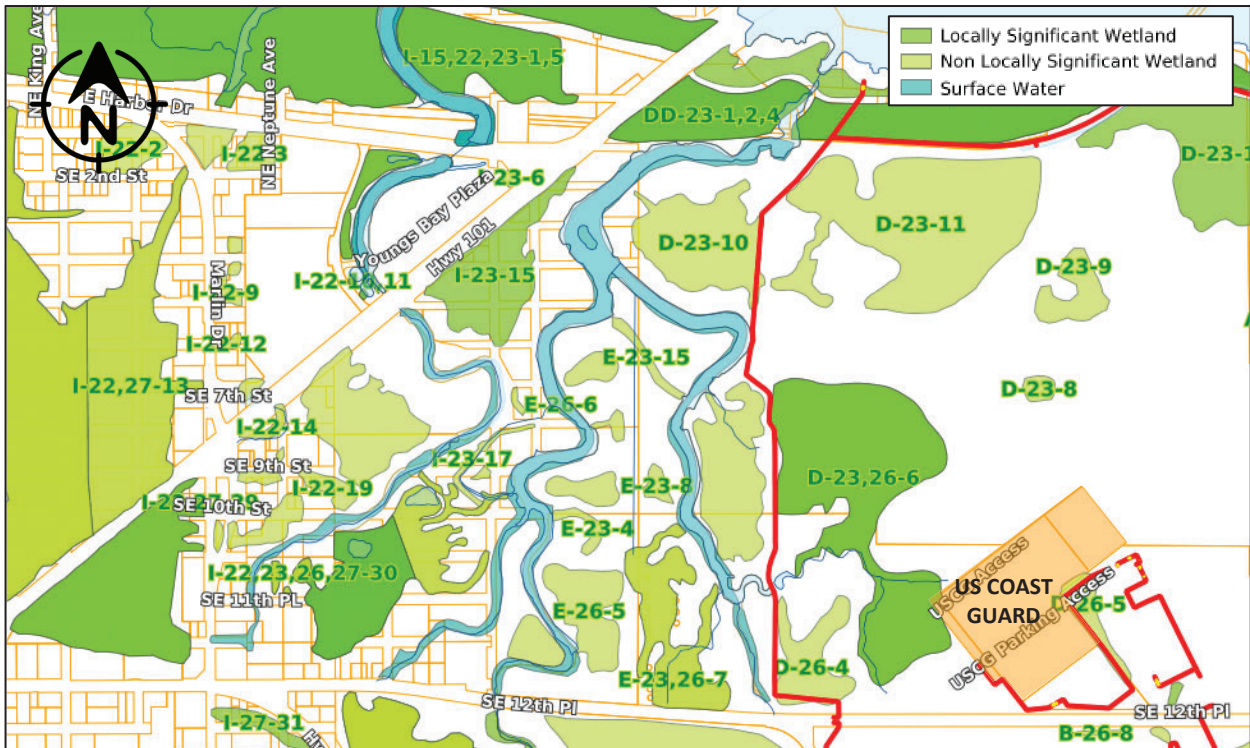


Figure Source: Port of Astoria GIS

The properties are zoned General Commercial C1 west of Adams Slough, and Institutional Zone (I1) to the east. The purpose of the General Commercial Zone is to allow a broad range of commercial uses providing products and services in the Warrenton downtown area, the Hammond business district and marina, and along the Highway 101 corridor. It allows a wide range of commercial uses, including almost all forms of retail and office. Medical and congregate care are also allowed uses, and residential uses are allowed with ground floor commercial space. The General Industrial Zone is intended to provide sites for light, heavy, and airport-related industrial activities in the City of Warrenton. These areas are suitable for uses involving manufacturing, fabrication, processing, transshipment, and bulk storage. General Industrial areas are near or adjacent to arterial transportation corridors. The sites are located in an enterprise zone, which provides tax benefits for targeted investments. **Figure 1-12:** illustrates the City of Warrenton Zoning Code as it relates to the identified properties.

Figure 1-12: Zoning of Non-Aeronautical Property

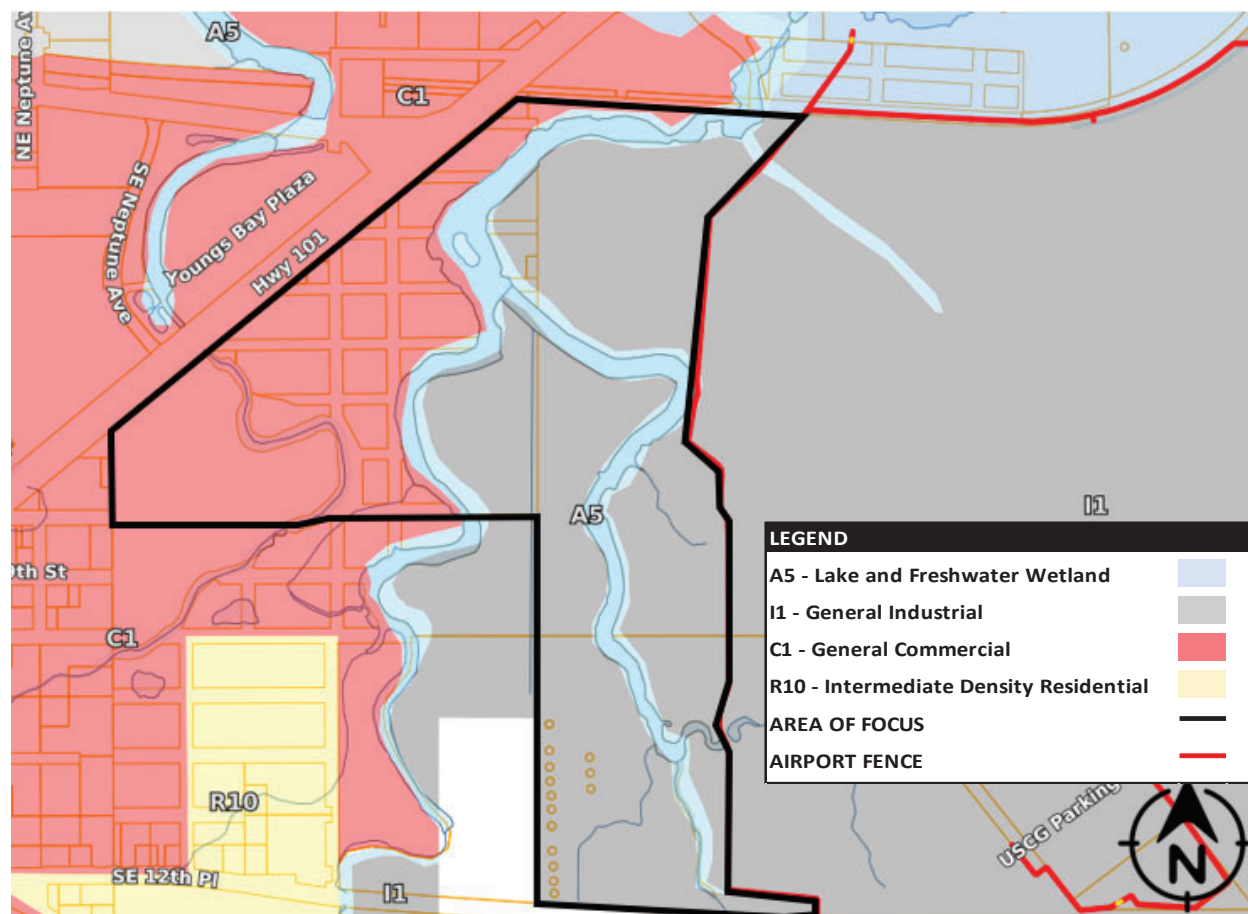


Figure Source: City of Warrenton Zoning Code

These zoning standards will create the parameters in which future non-aeronautical uses can be planned.

Transportation and Access: Access is via SE 12th Place and the Highway 101 Business Loop, with regional access via Highway 101 to the west of the site. The business loop has a full interchange with Highway 101 roughly one-half mile west of the airport’s available non-aeronautical parcels.

Utilities: There are no identified limitations to utility access to the non-aeronautical lands around the Airport that would limit future feasibility. The Port has a force main sewer line as well as two water mains in SE 12th Place to serve the AST. Water, sewer, power, and telecom, illustrated in the **Utility Map** at the end of the chapter, already serve the airport and contained uses, with additional services available along the Highway 101 ROW.

AUTO PARKING AND CIRCULATION

This section describes how travelers, vendors, and employees access AST by automobile and where vehicles are parked while there. The inventory will help evaluate the future conceptual layout of parking and transportation design alternatives.

Roadway Access to AST

The main entrance road to the airport property is SE 12th Place. SE 12th Place can be accessed via Highway 101 Business and its connections to various streets, such as SE Airport Lane, SE Marlin Avenue, and SE Ensign Lane. **Figure 1-13** shows these access roadways. SE 12th Place is a two-lane roadway classified as a collector between Highway 101 Business and SE Airport Lane and varies between City of Warrenton and Clatsop County jurisdiction. East of SE Airport Lane, SE 12th Place enters the AST boundary and serves as the primary access roadway to the tenants within the airport complex. The terminal building is located on SE Flight Line Drive, which is a narrow two-lane roadway that extends north of the eastern terminus of SE 12th Place. SE Flight Line Drive also serves as the access road to private businesses Lektro, Inc. and Life Flight Network, who lease property from the Port of Astoria.

Automobile Circulation

There are no designated pick-up/drop-off facilities or designated turn-around areas provided at the AST terminal. Cars and trucks wishing to access the terminal must enter and leave via SE 12th Place and SE Flight Line Drive, sharing the road with local business traffic.

Access to FBO

The current FBO is located on the north end of SE Flight Line Dr. To access the existing FBO, you must drive north on a narrow lane two-lane road, past tenant facilities which does not provide direct access from SE 12th Place and wayfinding might become unclear. In the past the FBO was located adjacent to the south end of SE Flight Line Dr and the east end of SE 12th Place. The former location of the FBO, located on the south end of Lektro, Inc. hangar had a direct access from SE 12th Place, which made wayfinding more visual and apparent with the road circulation.

Transit Service

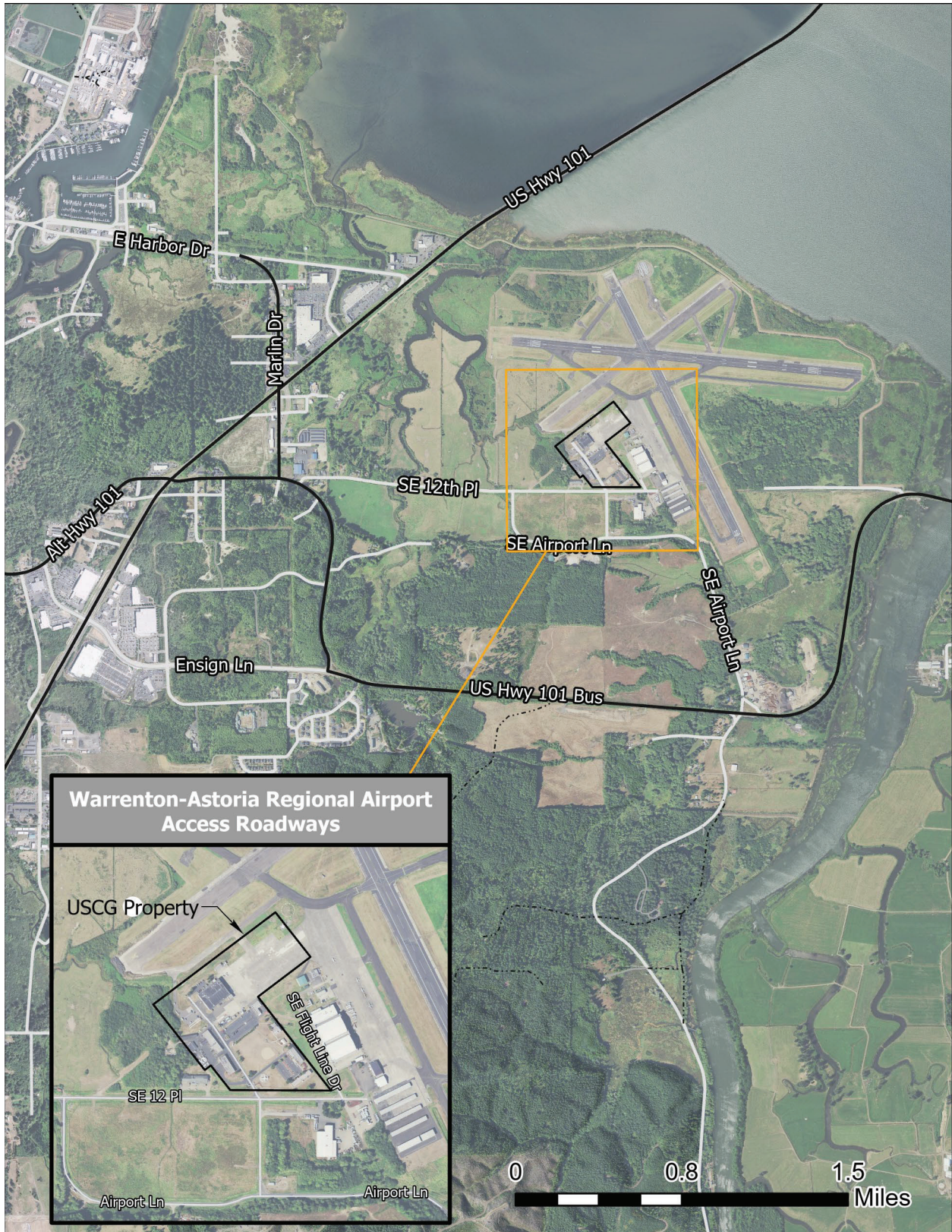
There are no public or private transit service stops at AST. The nearest transit routes travel US 101, SE Ensign Lane and roadways west of US 101, which is at least a two mile walk in the shoulder of the public roadway system.

Rental Car Operations

There are no rental car companies that operate on-site at AST; there are two rental car companies in the surrounding communities that serve AST, one each in the cities of Warrenton and Astoria. The rental car companies and locations are listed below:

- ▶ Lum's Toyota Rental – 1605 SE Ensign Ln, Warrenton, OR 97146
- ▶ Enterprise Rent-A-Car – 261 W Marine Dr, Astoria, OR 97103 (There are eight parking spaces at AST designated for Enterprise Rent-A-Car. Enterprise provides pick-up and drop-off services to and from FBO. The spaces are behind security gates near the FBO.)

Figure 1-13: Roadway Access Map



Source: David Evans and Associates, Inc., analysis; Port of Astoria, data.

Access to Developable Lands

AST has undeveloped parcels that could serve future development. The primary locations of these parcels are at the Airport Industrial Park and near the western AST boundary, just east of the intersection of US 101 at Neptune Drive.

Access to future development at the Airport Industrial Park site is likely to occur via driveways off SE 12th Place. Access to the western AST parcels will require the construction of a new roadway and probable construction of new structures to carry traffic over existing streams. This new road could extend north as a fourth leg at the intersection of SE 12th Place at Airport Lane. If a new state highway connection is desired at US 101 at Neptune Drive, this process will need to be coordinated with the Oregon Department of Transportation (ODOT). Any new development and associated roadways will also require approval from and coordination with the appropriate jurisdiction (ODOT, City of Warrenton and/or Clatsop County).

Bicycle and Pedestrian Circulation

Given the rural setting of the airport and the existing land uses, the presence of pedestrians and cyclists is limited. There are no designated bicycle or pedestrian facilities on the roadways accessing the terminal. There are also no documented bicycle parking or storage for occupants/employees or visitors.

Safety

Crash data along the access roadways was obtained from the ODOT Crash Analysis and Reporting Unit for the five most recent years of data (2016-2020). The data was analyzed to determine if there were any documented safety concerns with the terminal access roadways. There were no reported crashes on SE 12th Place, Airport Lane or SE Flight Line Drive for the five years of data.

In addition to reviewing the available crash data, the project team compiled observations from a site visit (August 18, 2022) to document areas that could become a safety concern if automobile traffic were to substantially increase through the area. The observations are summarized below:

- ▶ Roadways do not meet cross-section standards associated with functional classification
- ▶ Limited wayfinding/clear signage to the airport terminal
- ▶ No clear posted speed limit on SE 12th Place
- ▶ Vehicles observed traveling at high speeds on SE 12th Place

Automobile Traffic Volumes

Traffic volumes were compiled from available online databases and summarized in **Table 1-11**. Traffic volumes were not available for SE 12th Place, Airport Lane or Flight Line Drive, however observations from the site visit indicate there is ample capacity to serve the current traffic demand.

Table 1-11: Traffic Volumes on Access Roadways

Access Roadway	Average Annual Daily Traffic (vehicles/day)
SE Marlin Ave	3,736
Highway 101 Business (west of Marlin Ave)	468
Highway 101 Business (east of SE 12 th Pl)	2,189
Highway 101 Business (east of Airport Ln)	6,162

Source: Oregon Department of Transportation (ODOT), 2021 data.

Note: Annual Average Daily Traffic (AADT) is the total annual volume of traffic passing a point in both directions divided by 365.

Parking Supply

Automobile parking at AST includes parking on paved and unpaved surfaces for both airport users and airport leasing tenants. The parking inventory was developed from aerial photos. For the purposes of this inventory, if parking stalls are delineated by pavement striping the parking is classified as “designated” parking. If there is no parking stall delineation, the parking is classified as “informal” parking.

There are approximately 24 parking spaces at the terminal building. None of the terminal parking is marked with signage to indicate specific users or time limits. During busy months, it is difficult for FBO to find parking for vehicles.

Separate from the terminal building parking lot, the AST complex has 481 total striped surface parking stalls and space for approximately 68 vehicles in informal parking areas. **Table 1-12** summarizes the current landside parking supply and **Figure 1-14** shows the location of the parking facilities.

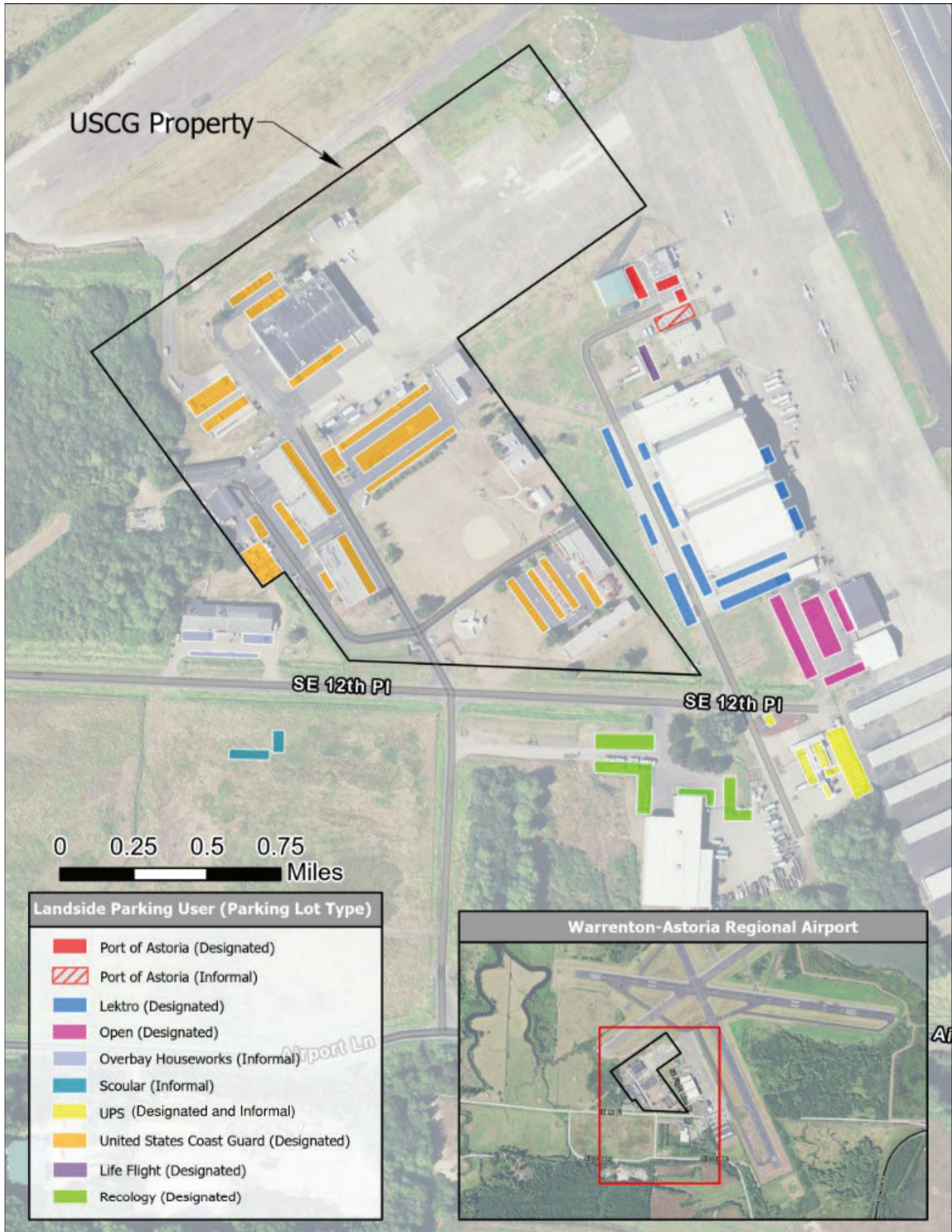
Table 1-12: Landside Parking Supply for Designated and Informal Parking Areas

User	Number of Designated Parking Spaces ¹
Port of Astoria (Terminal)	8
Port of Astoria (Recology Western Oregon)	50
Lektro	116
Open	46
UPS	24
Life Flight	9
United States Coast Guard	260
User	Informal Parking Estimated Capacity (Vehicles) ²
Port of Astoria (Terminal)	16
Overbay Houseworks	23
Scoular	28
UPS	17

Note 1: Parking stall delineated by pavement striping or loading dock. Note 2: Estimated parking capacity assumes parking stall width of 9 feet for 90-degree parking and a length of 25 feet for parallel parking.

Source: David Evans and Associates, Inc., analysis; Port of Astoria, data.

Figure 1-14: AST Landside Parking



Source: David Evans and Associates, Inc., analysis; Port of Astoria, data.

AIRPORT UTILITY MAPPING

The utility infrastructure at AST is comprised of a network of electrical lines, water lines, storm pipes, and gas. **Figure 1-15** illustrates AST's utilities. Electrical is served by Pacific Power (Pacific Corp), water and sewer are served by the City of Warrenton, and natural gas utilities are served by Northwest Natural.

Figure 1-15: AST Utility Map



Source: Clatsop County GIS, 2022 data

SUMMARY

AST serves a wide variety of general aviation and USCG aviation users. AST and the FAA continue to invest in aviation facilities and airport improvements to support the current and future mission of AST. AST continues to serve both rotorcraft and fixed wing operations. Due to the unique location of the airport, adjacent to the Pacific Ocean and the Columbia River, AST serves as a valuable regional resource that supports the critical medical, safety, and emergency rescue mission of the USCG, Life Flight, and the Columbia River Bar Pilots.

This inventory of AST's existing conditions provides a general background, the operating environment, and the physical surroundings of the Airport. This chapter serves as the primary reference for the analysis and design process for the Environmental Considerations and Aviation Forecast chapters.

The **Environmental Considerations** Chapter will identify environmental factors pertaining to the ongoing operation and facility improvements of AST. Environmentally sensitive areas identified during the Environmental Considerations chapter will be used to screen future development alternatives.

The **Aviation Forecasts** chapter will evaluate current aircraft operation levels and the factors that affect aircraft activity level at AST. The aircraft fleet mix, potential changes to the designated critical aircraft category, and evaluation of the integration of electric aircraft and advanced air mobility (AAM) will be evaluated in Aviation Forecasts.

PORT OF ASTORIA

ORDINANCE 2025-_____

**AN ORDINANCE REGULATING ENCROACHMENT
INTO UNAUTHORIZED AREAS**

WHEREAS, pursuant to Oregon Revised Statutes (“ORS”) 777.190 the Port of Astoria (“Port”) may by ordinance establish regulations to provide for the policing, control, regulation and management of property owned, operated, maintained or controlled by the Port; and

WHEREAS, as authorized by ORS 777.250, the Port leases multiple Port properties to commercial tenants (hereinafter “Tenant,” or collectively, “Tenants”), and through written lease agreements (“Lease Agreements”) specifies the property that is subject to the lease (“Leased Area”); and

WHEREAS, from time to time, certain Tenant operations exceed the Leased Area, thereby encroaching onto properties leased by other Tenants or onto common areas intended for use by all Tenants and the general public (“Encroachment”); and

WHEREAS, the Port desires to enact rules and regulations to address such Encroachment, and to enact penalties therefor;

NOW, THEREFORE, the Port’s Board of Commissioners hereby ordains as follows:

1. Purpose. The general purpose of this Ordinance is to establish regulations to address Encroachment by Tenants, and to establish penalties for the same.
2. Definitions. For purposes of this Ordinance:
 - “Encroach,” “Encroaching,” or “Encroachment” shall mean any unauthorized occupation or repeated use by a Tenant of Port property other than the Leased Area.
 - “Lease Agreement” shall include any written agreement between Port and Tenant for use of Port property, whether or not described as a “lease.”
 - “Leased Area” shall mean the physical space(s) specifically described in the Lease Agreement for Tenant’s use in carrying out the purpose(s) set forth in the Lease Agreement.
 - “Notice of Violation” shall mean a written notice issued by a Peace Officer to a Tenant for violation of this Ordinance.
 - “Peace Officer” shall include the Clatsop County Sheriff; the Oregon State Police; the City of Astoria Police; an authorized security officer for the Port; the Port’s Executive Director; the Port’s Deputy Director; or any designee of the Port’s Executive Director or

Deputy Director.

- “Tenant” shall mean any person or entity authorized by and through a Lease Agreement to occupy or use a portion of Port property for personal or commercial purposes.
3. Prohibited Conduct. Upon the effective date of this Ordinance, it shall be a violation for any Tenant to engage in Encroachment.
 4. Enforcement Authority. The provisions of this Ordinance may be enforced by any Peace Officer.
 5. Process.
 - A. Notice of Violation. Any Tenant found or observed to have engaged in Encroachment shall be issued a written notice (“Notice of Violation”) that includes the following:
 - A citation to this Ordinance, a copy of which shall be attached to the Notice of Violation;
 - A statement that describes with reasonable specificity the nature of the Encroachment and the area(s) alleged to be Encroached upon, along with any supporting documentation;
 - A description of the penalty to be assessed. The enforcing Peace Officer may not assess a penalty greater than that set forth in this Ordinance but shall have the discretion to modify or postpone the assessment of a penalty without waiving the Port’s right to later enforcement.
 - B. Appeal. Any Tenant found to be in violation of this Ordinance may file an appeal in writing with the Executive Director, stating the basis for the appeal. The Executive Director shall consider whether the facts described justify the Notice of Violation and the penalty assessed, and whether the enforcing Peace Officer properly followed the procedures set forth in this Ordinance. If the Executive Director determines that the Notice of Violation was justified and proper procedures were followed, the Executive Director shall deny the appeal. If the Executive Director finds that the appeal is justified, the Executive Director may dismiss the Notice of Violation or adjust or excuse the penalty or penalties assessed. The Executive Director’s decision shall be final.
 6. Penalties. Pursuant to ORS 777.990 any Person violating this Ordinance commits a Class A misdemeanor.
 - 6.1 Maximum fines shall be as follows:
 - 6.1.1 For an individual:
 - A. First offense: \$100 per violation
 - B. Subsequent offenses: \$500 per violation

- 6.1.2 For a corporation:
 - A. First offense: \$1,000 per violation
 - B. Subsequent offenses: \$3,000 per violation

6.2 A separate penalty may be assessed for each day or portion thereof that the violation continues.

6.3 Penalties assessed under this Section shall be separate from, and in addition to, any penalties or other remedies available under state or local law or described in a lease or other agreement.

7. Effective Date. This Ordinance shall take effect thirty (30) days following its adoption.

8. Publication. The Board shall cause this Ordinance to be published for the period and in the manner required by ORS 198.530 to 198.560 and a certified copy of the signed Ordinance shall be filed in the records of the Port and with the Clatsop County Clerk.

ADOPTED THIS _____ day of _____, 2025, by the following vote:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

Signed: _____
Commission Chair

Attest: _____
Secretary



Port of Astoria
COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	January 21, 2025 / 16:00	
<u>DEPARTMENT:</u>	Operations / Business Development	
<u>STAFF CONTACT:</u>	Matt McGrath	
<u>TOPIC:</u>	Byproduct Recovery Center – Treatability Study Update & Change Order	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	X	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
<p>On August 20, 2024, the Port Commission approved a proposal which outlined SLR International’s completion of a Feasibility Study (“FS”) for a potential Byproduct Recovery Center (“BRC”) which will complement seafood processing operations at the Port. Pursuant to and in tandem with the FS, the Port Commission approved a Treatability Study (“TS”) for the BRC on September 17, 2024. Whereas the FS is focused on components such as constructability, production rates, wastewater flow, permitting and the like, the TS completed by Aqua Terra Consultants (“ATC”) is necessary for a holistic BRC evaluation and more geared to understanding how seafood processing water may be properly evaluated, treated and resourced.</p> <p>The original budget for the Phase I TS study was approved by the Commission for \$80,000 but ATC has incurred additional costs for several reasons:</p> <ul style="list-style-type: none"> • Lab price increases • Additional sampling • Additional metals analysis requested by DEQ • Seafood processing information, results provided to Danish engineers for resource mapping and evaluation 		
<u>DOCUMENTS ATTACHED:</u>		
ATC and Lab Sample Invoices: September 2024, October 2024, November 2024, December 2024		
<u>SUMMARY & FINANCIAL IMPACT:</u>		
<p>Total for Change Order is \$27,640 broken down as follows:</p> <p>\$15,360.00 – labor for collecting / testing additional samples \$3,400.00 – Additional lab fees \$8,800.00 – Materials and collaboration between Port, CSI, Da Yang, Bornstein’s and Danish engineers</p>		



COMMISSION MEETING

NEXT STEPS/TIMEFRAME: *Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.*

STAFF RECOMMENDATION:

Approve Change Order; begin scoping for Phase II pilot program.



AQUA-TERRA CONSULTANTS

P O Box 50113
Bellevue, WA 98015-0113

Cell: 206-817-0321
E-MAIL: alan@aquaterraconsultants.com

File Ref. Number: Port-BRC-September 2024

Customer Purchase Order Number
Port of Astoria BRC Treatability Study

Invoice Date: 1/10/2025

Terms of Payment: Payable upon receipt

After 15 days, interest on unpaid balance charged at 1.5 percent per month (19.56% per annum)

CLIENT:
Port of Astoria
422 Gateway Ave., Suite 100
Astoria, OR 97103

ATTENTION: Matt McGrath

PROJECT TIME PERIOD
Invoice for period 9/18/2024 to 9/30/2024
for Port of Astoria, BRC Project

PROJECT DESCRIPTION:
BRC Treatability Study
Port of Astoria, BRC Project

BILLABLE TIME AND EXPENSES

Billable Time: Alan Ismond (36 hrs @ \$280/hr) (See attached time sheet)	\$10,080.00
Billable Time: Abby Ismond (32.5 hrs @ \$200/hr) (See attached time sheet)	\$6,500.00
Billable Expenses (See attached)	\$1,692.00
Lab Supplies / Overhead	\$1,250.00
	Total: \$19,522.00

PLEASE MAKE CHECKS PAYABLE TO: Aqua-Terra Consultants

THANK YOU FOR YOUR BUSINESS!

Time Report for Alan Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
9/18/2024	PORT	BRC - Treatability Study	Pilot Test Planning	Determining batch volumes: sampling, jar tests, AFS trials	2.0
9/19/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	4.0
9/19/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/ Flottweg - Sludge samples for de-watering	2.0
9/20/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	6.0
9/23/2024	PORT	BRC - Treatability Study	Zoom/Microsoft Teams Meeting	USDA Design Group meeting	2.0
9/24/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	2.0
9/24/2024	PORT	BRC - Treatability Study	Phone/Correspondence	SDYB coordination	2.0
9/25/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
9/26/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	6.0
9/27/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Review of progress/sampling issues w/ Steve (SLR)	2.0
BRC - Treatability Study					36.0

TOTAL HOURS 36.0

Time Report for Abby Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
9/18/2024	PORT	BRC - Treatability Study	Pilot Test Planning	Determining batch volumes: sampling, jar tests, AFS trials	2.0
9/19/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	4.0
9/20/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	6.0
9/23/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Sampling coordination with Bornstein	2.5
9/24/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	2.0
9/25/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
9/26/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	6.0
9/27/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Review of progress/sampling issues w/ Steve (SLR)	2.0

BRC - Treatability Study 32.5

TOTAL HOURS 32.5

Billable Expenses for Port of Astoria BRC Project- 9/17/2024 to 9/30/2024	Expenses
Copying/Printing/Binding:	
Fed Ex/UPS:	
In-house Lab tests/ Lab Supplies/Consumables:	
Woods End Compost Testing:	
ALS Global Lab in Kelso WA:	\$1,692.00
Lodging, meals, travel (paid for by Da Yang Seafoods):	\$0.00
Total Billable Expenses	\$1,692.00



right solutions.
right partner.

DRAFT INVOICE

Remit To: ALS Group USA, Corp.
PO Box 975444
Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2409932
Customer No.: 208284-01

Invoice No.: 36-51-660135-0
Invoice Date: 10/7/24

Payment Terms: Net 30

Project Name: BRC Project
Project Number:

Attn: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006
Send via: Credit Card

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 9/20/24

Analytical Services

Wastewater

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	2	\$110.00	0%	\$110.00	\$220.00 K
1664B	Oil and Grease, Hexane Extractable Material	2	\$90.00	0%	\$90.00	\$180.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	2	\$75.00	0%	\$75.00	\$150.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	2	\$75.00	0%	\$75.00	\$150.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	2	\$54.00	0%	\$54.00	\$108.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	2	\$25.00	0%	\$25.00	\$50.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	2	\$25.00	0%	\$25.00	\$50.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	2	\$30.00	0%	\$30.00	\$60.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	2	\$60.00	0%	\$60.00	\$120.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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DRAFT INVOICE

Remit To: ALS Group USA, Corp.
PO Box 975444
Dallas, TX 75397-5444

Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2409932
Customer No.: 208284-01

Invoice No.: 36-51-660135-0
Invoice Date: 10/7/24

Payment Terms: Net 30

Project Name: BRC Project
Project Number:

Attn: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 9/20/24

Subtotals

Analytical Services: \$1,088.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$1,138.00

Client Sample IDs: BRC-UT, BRC-TR

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410074
Customer No.: 208284-01

Invoice No.: 36-51-660631-0
Invoice Date: 10/11/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 9/25/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	0%	\$110.00	\$110.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	0%	\$90.00	\$90.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	1	\$54.00	0%	\$54.00	\$54.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	0%	\$25.00	\$25.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	0%	\$25.00	\$25.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	0%	\$30.00	\$30.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	0%	\$60.00	\$60.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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T.I.N.: 76-0606679

INVOICE

Service Request: K2410074
Customer No.: 208284-01

Invoice No.: 36-51-660631-0
Invoice Date: 10/11/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 9/25/24

Subtotals

Analytical Services: \$504.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$554.00

Client Sample IDs: BRC-UT

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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AQUA-TERRA CONSULTANTS

P O Box 50113
Bellevue, WA 98015-0113

Cell: 206-817-0321
E-MAIL: alan@aqua-terraconsultants.com

File Ref. Number: Port-BRC-October 2024

Customer Purchase Order Number
Port of Astoria BRC Treatability Study

Invoice Date: 1/10/2025

Terms of Payment: Payable upon receipt

After 15 days, interest on unpaid balance charged at 1.5 percent per month (19.56% per annum)

CLIENT:
Port of Astoria
422 Gateway Ave., Suite 100
Astoria, OR 97103

ATTENTION: Matt McGrath

PROJECT TIME PERIOD
Invoice for period 10/1/2024 to 10/31/2024
for Port of Astoria, BRC Project

PROJECT DESCRIPTION:
BRC Treatability Study
Port of Astoria, BRC Project

BILLABLE TIME AND EXPENSES

Billable Time: Alan Ismond (103 hours @ \$280/hr) (See attached time sheet)	\$28,840.00
Billable Time: Abby Ismond (85 hours @\$200/hr) (See attached time sheet)	\$16,200.00
Billable Expenses (See attached sheet)	\$3,826.00
Lab Supplies / Overhead	\$2,500.00
Total:	\$51,366.00

PLEASE MAKE CHECKS PAYABLE TO: Aqua-Terra Consultants

THANK YOU FOR YOUR BUSINESS!

Time Report for Alan Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
10/1/2024	PORT	BRC - Treatability Study	Meeting in-person	SDYB-Sean: BRC sample coordination	2.0
10/2/2024	PORT	BRC - Treatability Study	Meeting in-person	Phoebe & Sophie (SLR) Bornstein sampling walk-thru	3.0
10/2/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Steve (SLR) auto-sampler review re:Bornstein	2.0
10/2/2024	PORT	BRC - Treatability Study	Phone/Correspondence	SDYB-Sean: BRC sample coordination	2.0
10/3/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/4/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/5/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/6/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	4.0
10/7/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	7.0
10/7/2024	PORT	BRC - Treatability Study	Zoom/Microsoft Teams Meeting	Sampling coordination w/Bornstein, DYS	1.0
10/7/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Lab data/field data	2.0
10/8/2024	PORT	BRC - Treatability Study	Testing Wastewater	Flottweg benchtop trials-sludge dewatering	2.0
10/8/2024	PORT	BRC - Treatability Study	Phone/Correspondence	SDYB-Sean: BRC sample coordination	1.0
10/9/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/10/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/11/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/13/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Woods End coordination - compost trials	1.0
10/15/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling coordination w/Bornstein, DYS	2.0
10/15/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Hampton Lumber: wood shavings coordination	1.0
10/15/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Woods End coordination - compost trials	1.0
10/15/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Flottweg coordination re sludge dewatering	1.0
10/16/2024	PORT	BRC - Treatability Study	Testing Wastewater	Flottweg sludge trials	3.0
10/16/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Flottweg coordination re sludge dewatering	2.0
10/16/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Woods End coordination - compost trials	1.0
10/17/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/17/2024	PORT	BRC - Treatability Study	Testing Wastewater	Prep, pack & ship sludge to Flottweg	3.0
10/17/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Hampton Lumber: wood shavings coordination	2.0
10/18/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	4.0
BRC - Treatability Study					103.0
TOTAL HOURS					<u>103.0</u>

Time Report for Abby Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
10/2/2024	PORT	BRC - Treatability Study	Meeting in-person	Phoebe & Sophie (SLR) Bornstein sampling walk-thru	3.0
10/3/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/4/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/5/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/6/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	4.0
10/7/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	7.0
10/7/2024	PORT	BRC - Treatability Study	Zoom/Microsoft Teams Meeting	Sampling coordination w/Bornstein, DYS	1.0
10/8/2024	PORT	BRC - Treatability Study	Testing Wastewater	Flottweg benchtop trials-sludge dewatering	2.0
10/9/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/10/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/11/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/15/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling coordination w/Bornstein, DYS	2.0
10/16/2024	PORT	BRC - Treatability Study	Testing Wastewater	Flottweg sludge trials	3.0
10/17/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	8.0
10/17/2024	PORT	BRC - Treatability Study	Testing Wastewater	Prep, pack & ship sludge to Flottweg	3.0
10/18/2024	PORT	BRC - Treatability Study	Testing Wastewater	Sampling, jar testing, benchtop trials	4.0

BRC - Treatability Study 85.0

TOTAL HOURS 85.0

Billable Expenses for Port of Astoria BRC Project 10/1/2024 to 10/31/2024	Expenses
Copying/Printing/Binding:	
Fed Ex/UPS:	
In-house Lab tests/ Lab Supplies/Consumables:	
Woods End Compost Testing:	
ALS Global Lab in Kelso WA:	\$3,826.00
Lodging, meals, travel (paid for by Da Yang Seafoods):	\$0.00
Total Billable Expenses	\$3,826.00



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Dallas, TX 75397-5444
Attn: Accounts Receivable
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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410532
Customer No.: 208284-01

Invoice No.: 36-51-660752-0
Invoice Date: 10/14/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aqua-terraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aqua-terraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/ 4/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	0%	\$110.00	\$110.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	0%	\$90.00	\$90.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	1	\$54.00	0%	\$54.00	\$54.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	0%	\$25.00	\$25.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	0%	\$25.00	\$25.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	0%	\$30.00	\$30.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	0%	\$60.00	\$60.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410532
Customer No.: 208284-01

Invoice No.: 36-51-660752-0
Invoice Date: 10/14/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/ 4/24

Subtotals

Analytical Services: \$504.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$554.00

Client Sample IDs: BRC-UT

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410582
Customer No.: 208284-01

Invoice No.: 36-51-660881-0
Invoice Date: 10/15/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aqua-terraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aqua-terraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/ 7/24

Analytical Services

Aqueous Liquid

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	0%	\$110.00	\$110.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	0%	\$25.00	\$25.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	0%	\$25.00	\$25.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	0%	\$30.00	\$30.00 K

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	2	\$110.00	0%	\$110.00	\$220.00 K
1664B	Oil and Grease, Hexane Extractable Material	2	\$90.00	0%	\$90.00	\$180.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	2	\$55.00	0%	\$55.00	\$110.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	2	\$55.00	0%	\$55.00	\$110.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410582
Customer No.: 208284-01

Invoice No.: 36-51-660881-0
Invoice Date: 10/15/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/7/24

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
ASTM D6503-14	Enterococci in Water Using Enterolert	2	\$54.00	0%	\$54.00	\$108.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	2	\$25.00	0%	\$25.00	\$50.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	2	\$25.00	0%	\$25.00	\$50.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	2	\$30.00	0%	\$30.00	\$60.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	2	\$60.00	0%	\$60.00	\$120.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Subtotals

Analytical Services: \$1,308.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$1,358.00

Client Sample IDs: BRC-TR, BRC-AFS, BRC-AFS-Solids

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410890
Customer No.: 208284-01

Invoice No.: 36-51-661508-0
Invoice Date: 10/22/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/11/24

Analytical Services

Wastewater

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	0%	\$110.00	\$110.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	0%	\$90.00	\$90.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	1	\$54.00	0%	\$54.00	\$54.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	0%	\$25.00	\$25.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	0%	\$25.00	\$25.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	0%	\$30.00	\$30.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	0%	\$60.00	\$60.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410890
Customer No.: 208284-01

Invoice No.: 36-51-661508-0
Invoice Date: 10/22/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/11/24

Subtotals

Analytical Services: \$504.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$554.00

Client Sample IDs: BRC-RAW

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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PO Box 975444
Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410889
Customer No.: 208284-01

Invoice No.: 36-51-661690-0
Invoice Date: 10/24/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/11/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	0%	\$110.00	\$110.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	0%	\$90.00	\$90.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	0%	\$55.00	\$55.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	1	\$54.00	0%	\$54.00	\$54.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	0%	\$25.00	\$25.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	0%	\$25.00	\$25.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	0%	\$30.00	\$30.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	0%	\$60.00	\$60.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2410889
Customer No.: 208284-01

Invoice No.: 36-51-661690-0
Invoice Date: 10/24/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
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Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/11/24

Subtotals

Analytical Services: \$504.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$554.00

Client Sample IDs: BRC-TR

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411106
Customer No.: 208284-01

Invoice No.: 36-51-662204-0
Invoice Date: 10/29/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/17/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	50%	\$165.00	\$165.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	50%	\$135.00	\$135.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	50%	\$82.50	\$82.50 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	1	\$55.00	50%	\$82.50	\$82.50 K
ASTM D6503-14	Enterococci in Water Using Enterolert	1	\$54.00	50%	\$81.00	\$81.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	50%	\$37.50	\$37.50 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	50%	\$37.50	\$37.50 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	50%	\$45.00	\$45.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	50%	\$90.00	\$90.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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T.I.N.: 76-0606679

INVOICE

Service Request: K2411106
Customer No.: 208284-01

Invoice No.: 36-51-662204-0
Invoice Date: 10/29/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/17/24

Subtotals

Analytical Services: \$756.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$806.00

Client Sample IDs: BRC-AFS

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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AQUA-TERRA CONSULTANTS
 P O Box 50113
 Bellevue, WA 98015-0113

Cell: 206-817-0321
 E-MAIL: alan@aqua-terraconsultants.com

File Ref. Number: Port-BRC-November 2024

Customer Purchase Order Number
 Port of Astoria BRC Treatability Study

Invoice Date: 1/10/2025

Terms of Payment: Payable upon receipt

After 15 days, interest on unpaid balance charged at 1.5 percent per month (19.56% per annum)

CLIENT:
 Port of Astoria
 422 Gateway Ave., Suite 100
 Astoria, OR 97103

ATTENTION: Matt McGrath

PROJECT TIME PERIOD
 Invoice for period 11/1/2024 to 11/30/2024
 for Port of Astoria, BRC Project

PROJECT DESCRIPTION:
 BRC Treatability Study
 Port of Astoria, BRC Project

BILLABLE TIME AND EXPENSES

Billable Time: Alan Ismond (15 hours @ \$280/hr) (See attached time sheet)	\$4,200.00
Billable Time: Abby Ismond (31 hours @ \$200/hr) (See attached time sheet)	\$6,200.00
Billable Expenses (See attached sheet)	\$4,993.88
Lab Supplies / Overhead	\$1,250.00
	Total: \$16,643.88

PLEASE MAKE CHECKS PAYABLE TO: Aqua-Terra Consultants

THANK YOU FOR YOUR BUSINESS!

Time Report for Alan Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
11/3/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/ Flottweg centrifuge/de-watering solids	1.0
11/4/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/Steve (SLR) flow estimates	1.0
11/11/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/Woods End Lab compost	1.0
11/12/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/EnSoil compost	1.0
11/16/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/EnSoil compost	1.0
11/17/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/Matt BRC building	1.0
11/21/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/Steve BRC data	1.0
11/22/2024	PORT	BRC - Treatability Study	Phone/Correspondence	WesTech - DAF design & cost	2.5
11/25/2024	PORT	BRC - Treatability Study	Zoom/Microsoft Teams Meeting	WesTech - DAF design discussion	1.5
11/25/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/Steve BRC Piping design	1.0
11/26/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/Woods End Lab compost	2.0
11/30/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Coordination w/EnSoil compost	1.0
BRC - Treatability Study					15.0
TOTAL HOURS					<u>15.0</u>

Time Report for Abby Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
11/14/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	4.0
11/15/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	6.0
11/16/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	6.0
11/22/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	3.0
11/25/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	4.0
11/29/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	4.0
11/30/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Report	4.0
BRC - Treatability Study					31.0
TOTAL HOURS					<u>31.0</u>

Billable Expenses for Port of Astoria BRC Project 11/1/2024 to 11/30/2024	Expenses
Copying/Printing/Binding:	
Fed Ex/UPS shipping:	\$1,012.88
In-house Lab tests/ Lab Supplies/Consumables:	
Woods End Compost Testing:	\$855.00
ALS Global Lab in Kelso WA:	\$3,126.00
Lodging, meals, travel (paid for by Da Yang Seafoods):	\$0.00
Total Billable Expenses	\$4,993.88

Shipment Receipt: Page #1 of 1

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SHIP DATE:
WED 16 OCT 2024

EXPECTED DELIVERY DATE:
THUR 17 OCT 2024 10:30 AM

SHIP FROM:
ABBY ISMOND
ABBY ISMOND
BOX 50113
BELLEVUE WA 98015

(425) 890-3684

SHIP TO:
FLOTTWEG USA
LAB
10700 TOEBBEN DR
INDEPENDENCE KY 41051-9418
BUSINESS

SHIPPED THROUGH:
THE UPS STORE #5816
WARRENTON, OR 97146-9313
(503) 861-7447

SHIPMENT INFORMATION:
UPS NEXT DAY AIR COM
10.95 lb manual wt
13.000 lb billable wt (dim wt)
DIMS: 14.00X12.00X12.00 IN

TRACKING NUMBER: 124483230108112334
SHIPMENT ID: MMW7GH2GMHQV2
SHIP REF 1: - -
SHIP REF 2: - -

DESCRIPTION OF GOODS:
SAMPLES

SHIPMENT CHARGES:
NEXT DAY AIR COM 211.04
SERVICE OPTIONS 0.00
FUEL SURCHARGE 33.77
CMS PROCESSING FEE 0.22

TOTAL \$245.03

COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK:
[HTTP://THEUPSSTORE.COM](http://THEUPSSTORE.COM) (SELECT TRACKING, ENTER SHIPMENT ID #) SHIPMENT
QUESTIONS? CONTACT SHIPPED THROUGH ABOVE.
NEED PACKAGE HELP? (LOST/DAMAGED). PROVIDE DETAILS SO WE CAN HELP:
[HTTPS://ONLINE.UPSCAPITAL.COM/TCCP](https://ONLINE.UPSCAPITAL.COM/TCCP)

CUSTOMER ACKNOWLEDGEMENT: I ACKNOWLEDGE AND ACCEPT TERMS & CONDITIONS IN FORCE
FOR TENDERING SHIPMENTS THROUGH THIS LOCATION AND CERTIFY THAT ADDRESS, CONTENTS
AND VALUES PROVIDED FOR THIS SHIPMENT ARE ACCURATE IN ALL RESPECTS.

Signature:

SHIPMENT ID: MMW7GH2GMHQV2 

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SHIP DATE:
THUR 24 OCT 2024

EXPECTED DELIVERY DATE:
FRI 25 OCT 2024 10:30 AM

SHIP FROM:
ABBY ISMOND
ABBY ISMOND
BOX 50113
BELLEVUE WA 98015

(425) 890-3684

SHIP TO:
WOODS END LABORATORIES LLC
150 WHITTEN ROAD
AUGUSTA ME 04330
BUSINESS

SHIPPED THROUGH:
THE UPS STORE #5816
WARRENTON, OR 97146-9313
(503) 861-7447

SHIPMENT INFORMATION:
UPS NEXT DAY AIR COM
34.70 lb actual wt
35.000 lb billable wt
DIMS: 23.00X14.00X14.00 IN

TRACKING NUMBER: 1Z4483230174846516
SHIPMENT ID: MMW7GH2UQ7JHR
SHIP REF 1: - -
SHIP REF 2: - -

DESCRIPTION OF GOODS:
SAMPLES

SHIPMENT CHARGES:	
NEXT DAY AIR COM	373.32
SERVICE OPTIONS	0.00
FUEL SURCHARGE	59.73
CMS PROCESSING FEE	0.22

TOTAL	\$433.27
-------	----------

COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK:
[HTTP://THEUPSSTORE.COM](http://THEUPSSTORE.COM) (SELECT TRACKING, ENTER SHIPMENT ID #) SHIPMENT
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[HTTPS://ONLINE.UPSCAPITAL.COM/TCCP](https://ONLINE.UPSCAPITAL.COM/TCCP)

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AND VALUES PROVIDED FOR THIS SHIPMENT ARE ACCURATE IN ALL RESPECTS.

Signature:

SHIPMENT ID: MMW7GH2UQ7JHR



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RRD K 09-24

Shipment Receipt: Page #1 of 1

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SHIP DATE:
THUR 24 OCT 2024

EXPECTED DELIVERY DATE:
FRI 25 OCT 2024 10:30 AM

SHIP FROM:
ABBY ISMOND
ABBY ISMOND
BOX 50113
BELLEVUE WA 98015

(425) 890-3684

SHIP TO:
WOODS END LABORATORIES LLC
150 WHITTEN ROAD
AUGUSTA ME 04330
BUSINESS

SHIPPED THROUGH:
THE UPS STORE #5816
WARRENTON,OR 97146-9313
(503) 861-7447

SHIPMENT INFORMATION:
UPS NEXT DAY AIR COM
24.25 lb actual wt
25.000 lb billable wt
DIMS: 18.00X11.00X15.00 IN

TRACKING NUMBER: 1Z4483230108180172
SHIPMENT ID: MMW7GH242S9C7
SHIP REF 1: - -
SHIP REF 2: - -

DESCRIPTION OF GOODS:
SAMPLES

SHIPMENT CHARGES:
NEXT DAY AIR COM 288.24
SERVICE OPTIONS 0.00
FUEL SURCHARGE 46.12
CMS PROCESSING FEE 0.22

TOTAL \$334.58

COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK:
[HTTP://THEUPSSTORE.COM](http://THEUPSSTORE.COM) (SELECT TRACKING, ENTER SHIPMENT ID #) SHIPMENT
QUESTIONS? CONTACT SHIPPED THROUGH ABOVE.
NEED PACKAGE HELP? (LOST/DAMAGED), PROVIDE DETAILS SO WE CAN HELP:
[HTTPS://ONLINE.UPSCAPITAL.COM/TCCP](https://ONLINE.UPSCAPITAL.COM/TCCP)

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AND VALUES PROVIDED FOR THIS SHIPMENT ARE ACCURATE IN ALL RESPECTS.

Signature:

SHIPMENT ID: MMW7GH242S9C7

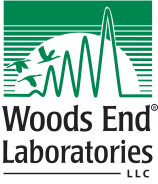


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Woods End Laboratories LLC
 150 Whitten Road
 Augusta, ME 04330
Manufacturer of Solvita Kits

Invoice

DATE: 10/31/2024
 INVOICE #: 126452

PAID
11/25/2024

BILL TO

Aqua-Terra Consultants
 Alan Ismond P.E.
 14841 SE 54 St
 Bellevue WA 98006

SHIP TO

Aqua-Terra Consultants
 Alan Ismond P.E.
 14841 SE 54 St
 Bellevue WA 98006

P.O. NUMBER	TERMS	SHIP	VIA	Project	WERL: ACCT
	PREPAY	11/11/2024	upload	12757.0-12757.1	3568
ITEM	DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT	
110	TEST MATERIAL ANALYSIS - Includes Premium Compost test plus heavy metals	1	565.00	565.00	
230	Feedstock Analysis (cn ratio, moisture, bulk density, heavy metals) : Suggest 2 brown materials Refer to Estimate # 120173	1	290.00	290.00	

Thank you for your business!

Total \$855.00

Phone #	Fax #	E-mail	Web Site
207-293-2457		sales@woodsend.com	www.woodsend.com, www.solvita.com



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Remit To: ALS Group USA, Corp.
PO Box 975444
Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411103
Customer No.: 208284-01

Invoice No.: 36-51-661988-0
Invoice Date: 10/25/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
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CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/17/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	1	\$110.00	50%	\$165.00	\$165.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	50%	\$135.00	\$135.00 K
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ASTM D6503-14	Enterococci in Water Using Enterolert	1	\$54.00	50%	\$81.00	\$81.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	1	\$25.00	50%	\$37.50	\$37.50 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	1	\$25.00	50%	\$37.50	\$37.50 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	1	\$30.00	50%	\$45.00	\$45.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	50%	\$90.00	\$90.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Remit To: ALS Group USA, Corp.
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Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411103
Customer No.: 208284-01

Invoice No.: 36-51-661988-0
Invoice Date: 10/25/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/17/24

Subtotals

Analytical Services: \$756.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$806.00

Client Sample IDs: BRC-UT

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Dallas, TX 75397-5444
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TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411161
Customer No.: 208284-01

Invoice No.: 36-51-662128-0
Invoice Date: 10/28/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aqua-terraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aqua-terraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/18/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	2	\$110.00	0%	\$110.00	\$220.00 K
1664B	Oil and Grease, Hexane Extractable Material	1	\$90.00	0%	\$90.00	\$90.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	2	\$55.00	0%	\$55.00	\$110.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	2	\$55.00	0%	\$55.00	\$110.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	2	\$54.00	0%	\$54.00	\$108.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	2	\$25.00	0%	\$25.00	\$50.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	2	\$25.00	0%	\$25.00	\$50.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	2	\$30.00	0%	\$30.00	\$60.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	1	\$60.00	0%	\$60.00	\$60.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Attn: Accounts Receivable
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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411161
Customer No.: 208284-01

Invoice No.: 36-51-662128-0
Invoice Date: 10/28/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

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14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/18/24

Subtotals

Analytical Services: \$858.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$908.00

Client Sample IDs: BRC-TR, BRC-TR-SOLIDS

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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INVOICE

Service Request: K2411192
Customer No.: 208284-01

Invoice No.: 36-51-662955-0
Invoice Date: 11/4/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/21/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	3	\$110.00	0%	\$110.00	\$330.00 K
1664B	Oil and Grease, Hexane Extractable Material	2	\$90.00	0%	\$90.00	\$180.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	3	\$55.00	0%	\$55.00	\$165.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	3	\$55.00	0%	\$55.00	\$165.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	3	\$54.00	0%	\$54.00	\$162.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	3	\$25.00	0%	\$25.00	\$75.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	3	\$25.00	0%	\$25.00	\$75.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	3	\$30.00	0%	\$30.00	\$90.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	2	\$60.00	0%	\$60.00	\$120.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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T.I.N.: 76-0606679

INVOICE

Service Request: K2411192
Customer No.: 208284-01

Invoice No.: 36-51-662955-0
Invoice Date: 11/4/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/21/24

Subtotals

Analytical Services: \$1,362.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$1,412.00

Client Sample IDs: BRC-AFS-Feed, BRC-AFS, BRC-AFS-FOAM

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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AQUA-TERRA CONSULTANTS

P O Box 50113
Bellevue, WA 98015-0113

Cell: 206-817-0321
E-MAIL: alan@aquaterraconsultants.com

File Ref. Number: Port-BRC-December 2024

Customer Purchase Order Number
Port of Astoria BRC Treatability Study

Invoice Date: 1/10/2025

Terms of Payment: Payable upon receipt

After 15 days, interest on unpaid balance charged at 1.5 percent per month (19.56% per annum)

CLIENT:
Port of Astoria
422 Gateway Ave., Suite 100
Astoria, OR 97103

ATTENTION: Matt McGrath

PROJECT TIME PERIOD
Invoice for period 12/01/2024 to 12/31/2024
for Port of Astoria, BRC Project

PROJECT DESCRIPTION:
BRC Treatability Study
Port of Astoria, BRC Project

BILLABLE TIME AND EXPENSES

Billable Time: Alan Ismond	
(See attached time sheet)	
BRC - Treatability Study (13.5 hours @ \$280/hr)	\$3,780.00
Denmark Symbiosis Tour (6 hours @ \$280/hr)	\$1,680.00
Billable Time Sub Total:	\$5,460.00
Billable Time: Abby Ismond	
(See attached time sheet)	
BRC - Treatability Study (6 hours @ \$200/hr)	\$1,200.00
Denmark Symbiosis Tour (4 hours @ \$200/hr)	\$800.00
Billable Time Sub Total:	\$2,000.00
Billable Expenses	\$4,234.00
(See attached sheet)	
Total: \$11,694.00	

PLEASE MAKE CHECKS PAYABLE TO: Aqua-Terra Consultants

THANK YOU FOR YOUR BUSINESS!

Time Report for Alan Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
12/3/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Woods End - Composting update	2.0
12/5/2024	PORT	BRC - Treatability Study	Data review/Data compiling	SLR compiled data	3.0
12/13/2024	PORT	BRC - Treatability Study	Zoom/Microsoft Teams Meeting	Steve, Phoebe SLR-BRC Feasibility / Treatability Coordination	1.5
12/13/2024	PORT	BRC - Treatability Study	Phone/Correspondence	USDA submission, coordination with Steve SLR	3.0
12/16/2024	PORT	BRC - Treatability Study	Phone/Correspondence	BRC design Steve SLR	1.0
12/24/2024	PORT	BRC - Treatability Study	Meeting in-person	Matt Port of Astoria	1.0
12/29/2024	PORT	BRC - Treatability Study	Phone/Correspondence	Steve SLR - BRC design parameters review	2.0
BRC - Treatability Study					13.5
12/2/2024	PORT	Denmark Symbiosis Tour	Phone/Correspondence	Matt Port of Astoria - Symbiosis project planning meeting	1.0
12/12/2024	PORT	Denmark Symbiosis Tour	Zoom/Microsoft Teams Meeting	CSI/Denmark Kalundborg Symbiosis Project	1.5
12/17/2024	PORT	Denmark Symbiosis Tour	Meeting in-person	Matt Port of Astoria	1.5
12/19/2024	PORT	Denmark Symbiosis Tour	Phone/Correspondence	Matt Port of Astoria	1.0
12/24/2024	PORT	Denmark Symbiosis Tour	Meeting in-person	Matt Port of Astoria	1.0
Denmark Symbiosis Tour					6.0
TOTAL HOURS					<u>19.5</u>

Time Report for Abby Ismond, in Hours

Date	Client	Project	Activity	Reference	Hours
12/13/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Lab data and field data for Treatability Study report	3.0
12/16/2024	PORT	BRC - Treatability Study	Data review/Data compiling	Bornstein lab results comparison w BRC results	2.0
12/24/2024	PORT	BRC - Treatability Study	Meeting in-person	Matt Port of Astoria	1.0
BRC - Treatability Study					6.0
12/12/2024	PORT	Denmark Symbiosis Tour	Zoom/Microsoft Teams Meeting	CSI/Denmark Kalundborg Symbiosis Project	1.5
12/17/2024	PORT	Denmark Symbiosis Tour	Meeting in-person	Matt Port of Astoria	1.5
12/24/2024	PORT	Denmark Symbiosis Tour	Meeting in-person	Matt Port of Astoria	1.0
Denmark Symbiosis Tour					4.0
TOTAL HOURS					<u>10.0</u>

Billable Expenses for Port of Astoria BRC Project 12/1/2024 to 12/31/2024	Expenses
Copying/Printing/Binding:	
Fed Ex/UPS shipping:	
In-house Lab tests/ Lab Supplies/Consumables:	
Woods End Compost Testing:	
ALS Global Lab in Kelso WA:	\$4,234.00
Lodging, meals, travel (paid for by Da Yang Seafoods):	\$0.00
Total Billable Expenses	\$4,234.00



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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411360
Customer No.: 208284-01

Invoice No.: 36-51-663042-0
Invoice Date: 11/5/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/24/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	4	\$110.00	0%	\$110.00	\$440.00 K
1664B	Oil and Grease, Hexane Extractable Material	3	\$90.00	0%	\$90.00	\$270.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	4	\$55.00	0%	\$55.00	\$220.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	4	\$55.00	0%	\$55.00	\$220.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	4	\$54.00	0%	\$54.00	\$216.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	4	\$25.00	0%	\$25.00	\$100.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	4	\$25.00	0%	\$25.00	\$100.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	4	\$30.00	0%	\$30.00	\$120.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	3	\$60.00	0%	\$60.00	\$180.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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Dallas, TX 75397-5444
Attn: Accounts Receivable
TEL: +1 281 530 5656
FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411360
Customer No.: 208284-01

Invoice No.: 36-51-663042-0
Invoice Date: 11/5/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 10/24/24

Subtotals

Analytical Services: \$1,866.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$1,916.00

Client Sample IDs: BRC-UT, BRC-Super-AFS-Feed, BRC-Super-AFS-Effl, BRC-GSS Solids

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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T.I.N.: 76-0606679

INVOICE

Service Request: K2411919
Customer No.: 208284-01

Invoice No.: 36-51-664523-0
Invoice Date: 11/21/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aqua-terraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
Da Yang Seafood Inc.
14841 S.E. 54th St.
Bellevue, WA 98006

CC: Abby Ismond
Da Yang Seafood Inc.
abby@aqua-terraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 11/ 8/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
1631E	Total Mercury by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry	4	\$110.00	0%	\$110.00	\$440.00 K
1664B	Oil and Grease, Hexane Extractable Material	3	\$90.00	0%	\$90.00	\$270.00 K
200.8	Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	4	\$55.00	0%	\$55.00	\$220.00 K
200.8	Dissolved Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry	4	\$55.00	0%	\$55.00	\$220.00 K
ASTM D6503-14	Enterococci in Water Using Enterolert	7	\$54.00	0%	\$54.00	\$378.00 K
Filter Met	Filtration of Aqueous Samples for Dissolved Metals Analysis	4	\$25.00	0%	\$25.00	\$100.00 K
SM 2540 D	Total Suspended Solids Dried at 103-105 Deg C 20th Ed.	4	\$25.00	0%	\$25.00	\$100.00 K
SM 4500-NH3 E	Ammonia Selective Electrode Method Using Standard Addition	4	\$30.00	0%	\$30.00	\$120.00 K
SM 5210 B	Biochemical Oxygen Demand (BOD) 20th Ed.	3	\$60.00	0%	\$60.00	\$180.00 K

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee - Cost per work order/SDG/CoC	1.00	\$50.00	0.00		\$50.00 K

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2411919
Customer No.: 208284-01

Invoice No.: 36-51-664523-0
Invoice Date: 11/21/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
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ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 11/ 8/24

Subtotals

Analytical Services: \$2,028.00
Other Charges: \$50.00
Applicable Tax: \$0.00

Amount Due (USD): \$2,078.00

Client Sample IDs: BRC-UT, BRC-Super-AFS-Feed, BRC-Super-AFS-Effl, BRC-GSS-Solids, BAC-T:0, BAC-T:1, BAC-T:2

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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FAX: +1 281 561 6125
T.I.N.: 76-0606679

INVOICE

Service Request: K2412483
Customer No.: 208284-01

Invoice No.: 36-51-665812-0
Invoice Date: 12/4/24

Project Name: BRC Project
Project Number:

Payment Terms: Net 30

Attn: Alan Ismond
Da Yang Seafood Inc.
alan@aquaterraconsultants.com
14841 S.E. 54th St.
Bellevue, WA 98006

Report To: Alan Ismond
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CC: Abby Ismond
Da Yang Seafood Inc.
abby@aquaterraconsultants.com

ALS Project Manager: Sydney A. Wolf(Sydney.Wolf@alsglobal.com)
Phone: +1 360 577 7222

Samples submitted on: 11/ 8/24

Analytical Services

Water

Method	Test Description	QTY	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price
ASTM D3590	Nitrogen, Total Kjeldahl (TKN)	4	\$60.00	0%	\$60.00	\$240.00 K
Amount Due (USD):						\$240.00

Client Sample IDs: BRC-UT, BRC-Super-AFS-Feed, BRC-Super-AFS-Effl, BRC-GSS-Solids

Penalty of \$150, plus 1.5% interest per month (18% per year) charge on past due accounts. Clients are also responsible for any collection costs.

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COMMISSION MEETING

BRIEFING DATE/TIME:	January 21, 2025 / 16:00	
DEPARTMENT:	Boatyard	
STAFF CONTACT:	Matt McGrath	
TOPIC:	Boatyard Rates - Proposed Increases	
PURPOSE:		Information only
<i>Check all that apply</i>	X	Decision needed
		Follow up from previous briefing

BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:

Boatyard rates have not been increased since July 2019 and need to be adjusted to reflect the current market. The following table displays rate increases proposed by Port staff as well as comparable rates from other boatyard operators in the PNW:

	Work Yard Daily	Work Yard >90 Daily	Inactive Storage Monthly
Current POA Rate	\$0.65/ft	NA	\$0.33/day
New Rate Effective			
April 1, 2025	\$0.75/ft	\$1.00/ft	\$11/ft
April 1, 2026	\$0.85/ft	\$1.10/ft	\$12/ft
April 1, 2027	\$0.95/ft	\$1.20/ft	\$13/ft
Comp Rates			
Port of Ilwaco	\$0.77/ft		\$7.11/ft (doubles after 10 months)
Port Townsend	\$0.86/ft		
Port of Olympia	\$1.00/ft	\$1.25 (after 7 days)	\$12/ft (winter) \$19/ft (summer)
Port Angeles	\$1.25/ft		\$11.30/ft to \$13.25/ft Based on LOA
Port of Everett	\$2.00/ft		
LaConner Maritime	\$1.50/ft (<50 ft)	\$2.00/ft (>50 ft)	\$6.75/ft to \$14/ft Based on LOA



Port of Astoria
COMMISSION MEETING

DOCUMENTS ATTACHED:

Resolution 2025-01

SUMMARY & FINANCIAL IMPACT:

Port of Astoria
Boatyard Revenue Estimates using New Rates

Fiscal Year	Active Yard Revenue	Increase (Multiplier)	Projected Revenue (Active)	Inactive Storage Revenue	Increase (Multiplier)	Projected Revenue (Inactive)	Annual Revenue Increase
2023-2024	304,526			98,095			
2024-2025	482,236*			133,912			
2025-2026	482,236	1.15x	556,427	133,912	1.11x	148,791	\$89,069
2026-2027	556,427	1.13x	630,617	148,791	1.09x	162,317	\$87,717
2027-2028	630,617	1.12x	704,807	162,317	1.08x	175,844	\$87,717
							<u>\$264,503</u>

*Estimated FY 2024-25 rates based on FY 2023-24 rates and seasonality

NEXT STEPS/TIMEFRAME: *Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.*

STAFF RECOMMENDATION:

Approve proposed Boatyard Rate increases and Resolution 2025-01 for implementation on April 1, 2025.

RESOLUTION NO. 2025-01

A RESOLUTION ADOPTING AN INCREASE IN BOATYARD RATES

(Adopted January 21, 2025)

WHEREAS, by Resolution 2016-01, the Port of Astoria’s Board of Commissioners (“Commission”) last adopted rates and fees for the use of the Port’s Boatyard (“Boatyard Rates”) in 2016; and

WHEREAS, the Commission finds that certain Boatyard Rates need to be adjusted to reflect the current market;

NOW, THEREFORE, the Commission hereby resolves as follows:

1. On the effective dates stated below, the Boatyard Rates shall be increased as follows:

	Work Yard Daily	Work Yard >90 Daily	Inactive Storage Monthly
Current Rate	\$0.65/ft	NA	\$0.33/day
Effective Date			
April 1, 2025	\$0.75/ft	\$1.00/ft	\$11/ft
April 1, 2026	\$0.85/ft	\$1.10/ft	\$12/ft
April 1, 2027	\$0.95/ft	\$1.20/ft	\$13/ft

2. Except as otherwise stated in this Resolution, all other Boatyard Rates are hereby restated and ratified.

APPROVED AND ADOPTED on January 21, 2025.

ATTEST:

Robert Stevens, Commission Chair

Tim Hill, Secretary

COMMERCIAL LEASE AGREEMENT

Date: December 31, 2024

Between: **Port of Astoria**
 422 Gateway Avenue, Suite 100
 Astoria, Oregon 97103
 Ph: 503-741-3300 (“Port”)

And: **Ed Overbay**
Db a Overbay Woodworking
 2095 SE 12th Place
 Warrenton, OR 97146 (“Tenant”)

1. PREMISES. Port leases to Tenant and Tenant leases from Port the following described property (“Premises”) according to the terms and conditions stated herein (“Lease”).

2095 SE 12th Place
Warrenton, OR 97146
(Building 6,660 Sq. Ft.)
(Site A - Front Parking Area 2,845 Sq. Ft. and Site B - Back of Building Area
10,830 Sq. Ft.)
[Map is attached as Exhibit A.]

Overbay Houseworks LeaseID	Total Square Feet	New Base Rent Effective 2/1/2025
Monthly Base Rent (Building)	6,660	\$1,850.00
Site A (Back Yard Storage Area)	10,830	\$395.00
Site B (Front Parking Lot)	2,845	\$105.00
Last Month Prepaid	0	\$0.00
Security Deposit	0	\$0.00
Totals:	20,335	\$2,350.00

2. TERM. The Term of the Lease shall be as follows:

- 2.1 Original Term. The original term (“Original Term”) of this Lease shall be five years, commencing on February 1, 2025 (“Commencement Date”) and expiring on January 31, 2030 (“Expiration Date”). Tenant’s obligations under this Lease shall commence on the Commencement Date.
- 2.2 Renewal Term. Unless terminated as provided herein, the Lease shall automatically renew on a month-to-month basis following the Expiration Date (each successive monthly period defined as a “Renewal Term”).
- 2.3 Amendment. Port reserves the right to amend the terms and conditions of the Lease at the end of the Original Term or at the end of any Renewal Term.

3. **POSSESSION.** Tenant’s right to possession shall commence on February 1, 2025 [*Commencement Date*].
4. **CONDITIONS FOR OCCUPANCY.** Tenant’s occupation of the Premises is conditioned upon the following:
- 4.1 Zoning. Occupancy is permitted under local zoning ordinances or by obtaining a Conditional Use Permit.
- 4.2 Highest and Best Use. The Port does not have a higher and better use for the Premises based on rental income, creation of employment opportunities, or other criteria as determined by the Port.
5. **RENT.** During the Term of the Lease, Tenant shall pay to Port the following Rent:
- 5.1 Base Rent. During the Original Term, Tenant shall pay to Port as Base Rent the sum of \$2,350.00 per month.
- 5.2 Additional Rent. In addition to the Base Rent, Tenant shall pay as Additional Rent all taxes (including property taxes), insurance costs, utility charges, and any other sum that Tenant is required to pay to Port or third parties under this Lease.
- 5.3 Escalation. After the Original Term, the Base Rent shall be increased in the month of February 2026 and every January thereafter during the Lease Term, by a percentage equal to the Percent Annual Increase in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor (the “CPI”), using the most recently published index titled “CPI-All Urban Consumers, Area West (1982-84=100),” or the nearest comparable data if such index is no longer published. In no event shall the Base Rent be reduced below that of the prior year.
6. **PAYMENT TERMS.**
- 6.1 First and Last Month’s Rent. First month’s Rent shall be payable in advance prior to occupancy. Last month’s rent is waived for this Agreement.
- 6.2 Due Date. Rent shall be payable in advance on the first (1st) day of each month at the Port address on Page One (1) of this Lease. Additional Rent shall be paid in the manner specified on the invoice for the charges.
- 6.3 Forms of Payment. Acceptable forms of payment are:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Check | <input checked="" type="checkbox"/> Money Order |
| <input checked="" type="checkbox"/> ACH | <input type="checkbox"/> Other _____ |
- 6.4 Late Charges. Any Rent or other payment to the Port required of Tenant under this Lease, including but not limited to Additional Rent, shall, if not paid within ten (10) days after it becomes due, shall bear compound interest at the rate of nine percent (9%) per annum (but in no event exceeding the maximum rate of interest permitted by law) from the due date until paid. In addition to interest, the Port may charge and collect as a penalty a late charge equal to five percent (5%) of the amount of the late payment.
- 6.5 Other remedies. In addition to any Late Charges, the Port shall have all other remedies available at law for Tenant’s default. Collection of a Late Charge shall not be in lieu of nor be deemed a waiver of the breach caused by the late payment.
- 6.6 Collections: Per ORS.697.105, if Tenant has an overdue balance, it may be assigned to a private collection agency for collection. A collection fee will be added to the Tenant’s overdue balance if assigned to a private collection agency. The amount of the fee shall be equivalent to the amount charged to the Port by the collection agency to collect the overdue balance.

7. SECURITY DEPOSIT.

7.1 Security deposit is waived for this agreement.

8. USE OF THE PREMISES.

8.1 Permitted Use. The Premises shall be utilized for a woodworking and cabinetry business: for the conduct of the design, manufacture, assembly, display and sale of wood projects and products (“Permitted Use”) and for no other purpose without the consent of Port, which consent shall not be unreasonably withheld. Tenant shall have 10,830 square feet of outdoor space behind building for the use of storage container as shown on Exhibit A (Site A). If this use is or becomes prohibited by law or governmental regulation, or the Conditions for Occupancy cease to apply pursuant to Section 4 of this Lease, this Lease shall terminate on thirty (30) days’ written notice to Tenant.

8.2 Parking. Tenant shall be provided no parking permits which will allow non-exclusive parking adjacent to the 2095 SE 12th Place Building. Tenant shall have 2,845 square feet of space directly in front of building for parking as shown on Exhibit A (Site B). In addition, Tenant, its customers, agents and invitees shall have the non-exclusive right to use common parking areas on Port properties. Additional parking permits adjacent to the 2095 SE 12th Place Building may be purchased from the Port. At no time shall any property on the south or east side of the building be used for storage of any kind. Parking Site B shall only be used for vehicle parking.

8.3 Terms of Use. In connection with the Permitted Use, Tenant shall:

- (1) Comply, at Tenant’s sole cost and expense, with all applicable laws, rules, and regulations of Port and any other public authority, including but not limited to complying with all applicable permitting and licensing requirements and all directives and orders issued by any regulatory agency. Unless expressly stated otherwise in this Lease or prohibited by law, penalties for violations of Port rules and regulations shall be in addition to, and not exclusive of, Port’s remedies under this Lease.
- (2) Refrain from any activity that would make it impossible for Port to insure the Premises against casualty; increase the insurance rate to the Port; or prevent Port from taking advantage of any ruling of the Oregon Insurance Rating Bureau or successor that enables Port to obtain reduced premium rates for fire and/or casualty insurance policies, unless Tenant pays the additional cost of the insurance as Additional Rent.
- (3) Refrain from any use that would be reasonably offensive to the public or to occupants or users of neighboring premises, or that does or may create a nuisance or damage the structural value or commercial reputation of the Premises. Such uses may include, but are not limited to, causing or permitting the presence or accumulation of garbage, refuse, or other debris that may attract pests or vermin and/or emit a foul odor; obstructing Common Areas, public walkways, parking areas, or any other area outside the Premises; or creating or allowing the presence of any condition that creates a hazard to the health or safety of any person.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Port.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Port.
- (6) Not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous

Substances typically used or sold in the prudent and safe operation of the business specified in paragraph 8.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. As used in this paragraph, "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- (7) The Tenant shall strictly not encroach upon common areas/circulating areas or any space other than The Premises defined in Sections 8.1 and 8.2. If Tenant utilizes any area outside of the Premises without Port's written consent, the Port shall charge a \$250 unauthorized use fee in addition to a usage fee of \$0.10 per square foot per month for space used. The minimum charge for any unauthorized use shall be \$350 (\$250 unauthorized use fee plus \$100 minimum usage fee).

9. COMMON AREAS.

- 9.1 **Definition.** "Common Areas" shall mean any parking areas, roadways, sidewalks, landscaped areas, security areas and any other areas owned by Port and located within or without the Building in which the Premises are located, where such areas have been or may be designated by Port for use by the general public or for tenants' common use.
- 9.2 **Tenant's Use.** Tenant, its customers, agents and invitees shall have the non-exclusive right to use Common Areas.
- 9.3 **Port's Rights.** With respect to Common Areas, Port reserves the following rights:
- (1) To establish reasonable rules and regulations for the use of Common Areas.
 - (2) To close all or any portion of Common Areas temporarily or permanently as needed to achieve Port's business or operational objectives.
 - (3) To construct, alter, or remove buildings or other improvements in Common Areas, and to change the layout of such Common Areas, including modifying their shape and size.
 - (4) To exercise any of Port's governmental powers over Common Areas.

10. COMMON AREA CHARGE.

Common Area Charge. Costs and expenses incurred by the Port for the repair and maintenance of the Common Areas and the facilities therein, shall be shared by all who benefit from such services (herein the "**Common Area Expenses**"), which term excludes:

- (i) capital improvements;
- (ii) repairs, maintenance and replacements paid for by insurance proceeds or third parties; and

- (iii) costs incurred to remove or remediate any Hazardous Materials existing in, on or under the Property as of the Commencement Date.

Tenant's annual proportionate share of Operating Expenses shall be calculated by multiplying the total Operating Expenses for the Common Area for each year during the lease term by the Tenant's Percentage (as defined below).

The term "Tenant's Percentage" shall mean the percentage, the numerator of which is the number of square feet of the Premises and the denominator of which is the total number of square feet of land owned by the Port and rented to or made available for rent by tenants within the Airport area. Please see Exhibit B.

Lessee agrees to pay the Port, within thirty (30) days of billing therefor its pro rata share ("Tenant's Percentage") of the Common Area Expenses, including but not limited to a reasonable allocation of overhead costs (not to exceed five percent (5%) of the expenses being billed) for the Port to manage such Common Areas. Upon written request from the Lessee, Port shall supply reasonable and appropriate supporting documentation for the invoiced Common Area Expenses, but no such request shall act as an extension of the due date for such payment.

11. REPAIRS AND MAINTENANCE.

11.1 Port's Obligations. The following shall be the responsibility of Port:

- (1) Routine repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, floors, heating and air conditioning, structural members, floor slabs, and foundation.
- (2) Routine repairs and maintenance of Common Areas' interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, heating and air conditioning, and wiring and plumbing from the exterior to the point of entry to the Premises.
- (3) Routine repairs and maintenance of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Port or tenants of the same Building.
- (4) Routine repairs and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the Premises.
- (5) Respond within a reasonable time to Tenant's written notification to Port of the need for repairs or maintenance under this paragraph.

11.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Repairs and routine maintenance of Premises' interior walls, ceilings, doors, windows, and related hardware and light fixtures.
- (2) Repairs to any area necessitated by the deliberate acts or negligence of Tenant, its agents, employees, or invitees.
- (3) Any repairs or alterations required pursuant to Tenant's obligations under Section 8 of this Lease.

- (4) Provide written notice to Port of the need for repairs or maintenance pursuant to paragraph 11.1. Port's obligation to make such repairs shall not mature until a reasonable time after Port has received such written notice.

11.3 Correction by Tenant. Tenant's obligations under paragraph 11.2 shall be at Tenant's sole expense.

11.4 Reimbursement of Costs. If Tenant fails or refuses to perform its obligations under this Section 10, the Port may, but is not obligated to, complete the maintenance and repairs and charge the actual costs thereof to Tenant as Additional Rent. Tenant shall reimburse Port for such expenditures upon demand, together with interest at the rate of nine percent (9%) per annum from the due date of any and all invoices for such work issued by the Port. Except in an emergency, which for purposes of this Section shall include any circumstance creating an immediate risk of personal injury, property damage, or violation of any applicable environmental regulation, rule, code, ordinance or statute, Port shall provide Tenant with a minimum of five (5) days' written notice outlining with reasonable particularity the maintenance or repairs required. If Tenant fails within that time to initiate or perform to completion such maintenance or repairs, Port may commence work as provided in this paragraph.

11.5 Inspection of Premises. Port shall have the right to inspect the Premises at any reasonable time or times pursuant to paragraph 22.6. However, such inspection shall not be deemed to waive Tenant's obligation to provide notice as provided in paragraph 11.2(4).

11.6 Interference with Tenant. In performing its obligations under this Section, Port shall not cause unreasonable interference with Tenant's use of the Premises. Tenant shall have no right to an abatement of rent nor any claim against Port for any reasonable or necessary inconvenience or disturbance resulting from Port's performance of its obligations under this Section.

12. ALTERATIONS.

12.1 Consent. Tenant shall make no improvements or alterations of any kind on the Premises without first obtaining the Port's Tenant Improvement Permit. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

12.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by the Port shall be the property of Port when installed. All improvements and alterations performed on the Premises by the Tenant shall be the property of Tenant when installed and shall become the property of Port upon expiration or termination of the Lease; or, at Port's option, be required to be removed by Tenant at Tenant's expense and the Premises restored to their original or better condition.

13. INSURANCE.

13.1 Insurance Required. Before taking possession of the Premises, Tenant shall procure and thereafter during the term of the Lease continue to carry the following insurance coverage at Tenant's expense:

- (1) Worker's Compensation Insurance coverage as required by law.
- (2) Comprehensive general liability insurance with an insurance company licensed to do business in Oregon having a Financial Strength Rating (FSR) of not less than 'A' and a Financial Size Category (FSC) of not less than 'X' according to Best's Insurance Guide, with limits of not less than not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, with a \$1,000,000 umbrella or a policy with \$3,000,000 per occurrence limits. The Port allows for Tenant to complete the "Insurance Requirements Questionnaire" to apply for lower insurance limits based on Tenant's business

operations. Upon receipt of a completed form, the Port will notify Tenant in writing if they qualify for a lower insurance requirement. The Port reserves the right to request an updated "Insurance Requirements Questionnaire" in the event that the Tenant's business operations change. If Tenant does not complete and submit the "Insurance Requirements Questionnaire", the aforementioned insurance coverage limits will be required.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities under the Lease.

- 13.2 Property Insurance Cost. As Additional Rent, Tenant shall be responsible for its pro-rata share of the property insurance for fire and other property damage maintained by the Port for the Building in which the Premises are located. At the time of execution of this Lease such share shall be assessed at \$0.03/square foot/month, and such amount shall be pro-rated for any year in which Tenant occupies the Premises for only a portion of the year. Port may adjust this assessment from year to year, based upon adjustments to the premium charged to the Port.
- 13.3 Certificates. Prior to occupancy, Tenant shall provide to Port certificates evidencing the policies required in paragraph 13.1, and thereafter on Port's request. Such certificates shall name Port as an additional insured and require that written notice be given to Port a minimum of ten (10) days prior to any change or cancellation of the policy.
- 13.4 Modifications. Port reserves the right to unilaterally modify insurance requirements under this Lease, including adding new policies or requiring higher limits of coverage to the extent reasonable, and require Tenant's compliance within sixty (60) days of providing a written notice to Tenant. Port shall not adjust any specific policy or coverage requirement more frequently than once every calendar year without good cause.
- 13.5 Additional Security. In addition to the insurance requirements in this Section, the Port may, for good cause, require Tenant to post a bond or other form of security to protect Port assets or otherwise ensure repair of excessive damage specifically attributable to Tenant's use of the Premises, including but not limited to damage to parking lots, driveways, and roads caused or substantially increased by operation of vehicles or equipment.
- 13.6 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policy. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

14. TAXES AND UTILITIES.

- 14.1 Property Taxes and Assessments. As a public entity, Port does not pay property taxes, but Tenant may be assessed directly by the County for property taxes specific to the Premises. Tenant shall pay as due all real property taxes and special assessments assessed against the Premises and all taxes on its personal property located on the Premises. As used herein, "real property taxes" includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Port or Tenant. Tenant will provide Port with proof of payment of real property taxes before such payments become past-due.
- 14.2 Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including but not limited to charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, and janitorial services. If any utility services are provided by or through Port, charges to Tenant shall be comparable

with prevailing rates for comparable services. If the charges are not separately metered, Port shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand. [Tenant is hereby notified that the utilities to the Premises ___ are X are not separately metered. Tenant shall pay to the Port a flat fee of \$_____ per month for water, sewer, garbage, electric and gas. Phone and internet service are not included.] Utility rates are subject to change. Port will provide thirty (30) days' notice to Tenant of these changes.

15. DAMAGE AND DESTRUCTION.

- 15.1 Partial Damage. If the Premises are partly damaged and Section 11.2 does not apply, Port shall repair the Premises at Port's expense. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays beyond the control of Port, such as but not limited to labor strikes and extreme weather events.
- 15.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the structure before the damage and Section 11.2 does not apply, either party may elect to immediately terminate the Lease by providing written notice to the other not more than forty-five (45) days following the date of damage. All rights and obligations of the parties shall terminate as of the date of the notice, and Tenant shall be entitled to the reimbursement of any prepaid amounts for the remainder of the Lease term. If neither party terminates as provided in this paragraph, Port shall proceed as soon as reasonably possible to restore the Premises to substantially the same condition as prior to the damage or destruction, without interruption except for work stoppages beyond the Port's reasonable control, such as but not limited to labor strikes and extreme weather events.
- 15.3 Rent Abatement During Repairs. Rent shall be abated during the repair period to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage is the result of Tenant's deliberate or negligent acts.
- 15.4 Damage Late in Term. If damage or destruction to which Sections 15.1 or 15.2 would apply occurs within sixty (60) days before the end of the then-current Lease term, notwithstanding any other provisions in this Lease Tenant may elect to terminate the Lease by providing written notice to Port within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Port under Section 2.4.

16. LIABILITY AND INDEMNITY.

- 16.1 Liens. Except for activities for which Port is responsible under the Lease, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Premises, and shall keep the Premises free from any liens. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure discharge of the lien or file with the County Recorder cash or sufficient corporate surety bond or other surety to bond around the lien as provided under Oregon law.
- 16.2 Failure to Discharge Lien. If Tenant fails to pay any claims of lien or to discharge any lien upon demand by Port, Port may do so and collect the cost as Additional Rent, which amount shall bear interest at the rate of nine percent (9%) per annum from the date expended by Port. Such action by Port shall not constitute a waiver of any right or remedy which Port may have on account of Tenant's default.
- 16.3 Disputed Liens. Notwithstanding the parties' rights and obligations under paragraphs 16.1 and 16.2, Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, provided Tenant notifies Port in writing of the dispute and bonds around the lien as provided under Oregon law.

16.4 Indemnification. Tenant shall indemnify, hold harmless, and defend Port from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Port shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises for which Port is not responsible under this Lease.

17. “AS-IS”; QUIET ENJOYMENT.

17.1 Condition of Premises. Except as specifically agreed to by the parties under this Lease, Tenant takes the Premises “AS IS,” with all faults.

17.2 Port’s Warranty. Port warrants that it is the owner of the Premises and has the right to lease them. Port warrants that the Tenant shall have the right to quiet enjoyment of the Premises for the purposes described in this Lease, subject to the terms and conditions stated herein.

17.3 Estoppel Certificate. Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

18. ASSIGNMENT AND SUBLETTING.

18.1 Port’s Consent to Assignment or Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Port. Any attempted assignment shall be void. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall be deemed a waiver in a subsequent instance. Port may withhold or condition such consent in its sole and arbitrary discretion.

18.2 Release of Liability for Security Deposit Reimbursement. If Port sells or leases to a third party all or part of the Building in which the Premises are located, Port shall have the right to transfer Tenant’s Security Deposit to the purchaser or lessee and Port shall thereupon be released by Tenant from all liability for the return of the Security Deposit, and Tenant agrees to look solely to such purchaser or lessee for the return of the Security Deposit.

19. DEFAULT.

19.1 By Tenant. The following shall be events of default by Tenant:

- (1) Default in Rent. Failure of Tenant to pay Base Rent, Additional Rent, or other charge due under the Lease within ten (10) days of the applicable due date stated in paragraph 6.2 of this Lease. It is the responsibility of Tenant to ensure Port has on record accurate and current contact information, including any special instructions regarding where invoices for charges due under this Lease are to be sent. Tenant’s failure to receive an invoice due to incorrect contact information will not relieve Tenant of liability for late fees, interest, or any other charges due under this Lease as a result of late payment.
- (2) Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease other than the payment of Rent or other charges under paragraph 19.1(1),

within twenty (20) days after the date of Port's written notice to Tenant specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

- (3) Insolvency. Insolvency of Tenant; assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Port that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.
- (4) Abandonment. Failure of Tenant to occupy the Premises for one or more of the purposes permitted under this Lease for twenty (20) days or more, unless such failure is excused under another provision of this Lease.

19.2 By Port. The following shall be events of default by Port:

- (1) Breach of Obligations. Failure to comply with any of Port's duties and obligations under this Lease within thirty (30) days of receipt of a written notice from Tenant describing with reasonable particularity the basis for the claimed default. If the claimed default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Port begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the default as soon as practicable.

20. REMEDIES ON DEFAULT.

20.1 Termination.

- (1) Default by Tenant. In the event of a default by Tenant, at its sole option the Port may terminate the Lease by providing thirty (30) days' written notice to Tenant. Whether or not the Lease is terminated under this paragraph, Port shall be entitled to recover damages from Tenant for the default, and Port may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. In addition, Port shall be entitled to damages as provided in paragraph 19.2.
- (2) Default by Port. In the event of a default by Port, Tenant may terminate the Lease by providing a minimum of thirty (30) days' written notice of termination to Port. On the effective date of such termination, Tenant's duties and obligations under the Lease, including payment of Rent and Additional Rent, shall be excused, provided Tenant has vacated the Premises and complied with all requirements for Surrender at Expiration as provided in Section 20 of this Lease. Tenant's damages for termination under this paragraph shall be limited to reimbursement of any costs paid in advance to Port, including pre-paid Rent for any unfinished term and Tenant's Security Deposit, less any deductions by Port pursuant to the terms of this Lease. Port shall not be liable to Tenant for any economic nor non-

economic damages, including incidental or consequential damages, resulting from or attributable to Tenant's early termination of the Lease under this paragraph.

20.2 Port's Damages. In the event of termination or retaking of possession pursuant to paragraph 20.1(1), Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

20.3 Reletting. In the event of termination or retaking of possession following default by Tenant, Port may relet the Premises but shall not be required to relet for any use or purpose other than that specified in the Lease or for a purpose which Port may reasonably consider injurious to the Premises, or to any tenant that Port may reasonably consider objectionable. Port may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

20.4 Right to Sue More than Once. Port may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

20.5 Port's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Port shall have the option to do so after 30 days' written notice to Tenant. All of Port's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of invoicing by Port. Such action by Port shall not waive any other remedies available to Port because of the default.

20.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

21. SURRENDER AT EXPIRATION OR TERMINATION.

21.1 Condition of Premises. Upon expiration of the Lease term or earlier termination for default, Tenant shall deliver all keys to Port and surrender the Premises in first-class condition and broom (vacuum) clean. Alterations constructed by Tenant with permission from Port shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Repairs due to depreciation and wear from ordinary use for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

21.2 Fixtures. All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Port's option, become the property of Port. If Port so elects, Tenant shall remove any and all equipment, fixtures, furniture, and trade fixtures that would otherwise remain the property and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Port may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

21.3 Personal Property. Except as provided in paragraph 21.2, upon expiration or termination of the Lease Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. Tenant's failure to do so shall be deemed an abandonment of such property, and Port may retain such property and all

rights of Tenant in such property shall cease. Alternatively, by notice in writing given to Tenant within twenty (20) days after removal was required, Port may elect to require Tenant to remove the property, or to effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Port for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Port.

- 21.4 Holdover. If Tenant does not vacate the Premises at the time required, Port shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to one-hundred-fifty percent (150%) of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Tenant's failure to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply. If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Port given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

22. MISCELLANEOUS.

- 22.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 22.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party in such suit or action shall be entitled to recover from the other party its reasonable costs incurred in such action as well as attorney fees determined reasonable by the court, at trial, on petition for review, and on appeal.
- 22.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.
- 22.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 22.5 Recording. This Lease shall not be recorded without the written consent of Port.
- 22.6 Entry for Inspection. Port shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser. In addition, Port shall have the right, at any time during the last two (2) months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Building or the Premises.
- 22.7 Proration or Refunding of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of a specified rental period, the Rent shall be prorated as of the date of commencement or termination. In the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.
- 22.8 Severability. If a provision hereof shall be declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the

remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

22.9 Time of Essence. Time is of the essence of the performance of the parties' obligations under this Lease.

22.10 Applicable Laws. This Lease shall be interpreted according to the laws of the State of Oregon without regard to conflict of law provisions. ORS 777.120, ORS 777.258 and U.S.C., Section 46, Chapter 411, shall apply to this Lease.

22.11 Entire Agreement. This Lease, including all referenced Exhibits, constitutes the entire agreement between the parties and there are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the entire Lease, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

2095 SE 12th Place, Warrenton, OR 97146

(Building - 6,660 Sq. Ft.)



Site A

(Back of Building Outside Storage Area = 10,830 Sq. Ft.)



Site B

(Front of Building Parking Lot Area = 2,845 Sq. Ft.)

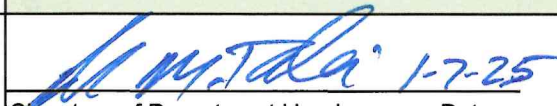
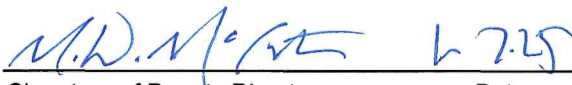

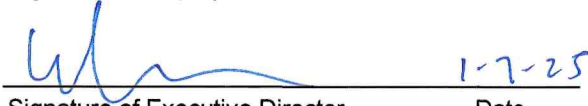


EXHIBIT B

Airport Common Area



REQUEST FOR EXPENDITURE

SECTION A	Date:	1/6/2025	Department:	Maintenance
	Staff Contact:	Joe Tadei	Vendor (if determined):	Triad Machinery, Inc.
	Project Name:	Repair Computer System for LinkBelt Crane		
	Location & Purpose of Service or Product:	The computer system for the LinkBelt Crane has failed and needs to be replaced with new.		
Cost Estimate:	\$33,741.74			
SECTION B	1. Will services be performed on Port of Astoria property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	2. Does this expenditure exist within the Capital Projects List? (Original Budget Amount)			
		<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes		
SECTION C	Account # for Item (ex: XXX-XX)	TOTAL NET OF GRANTS		
	FY 2024-2025 Budget for this Account	710-00		
	Amount Spent Year-to-Date for this Account	\$ 5,177,230	\$ 3,097,230	
	Amount Available to Spend for this Account	\$ 2,035,456	\$ 1,306,319	
	Amount Available to Spend for this Account	\$ 3,141,774	\$ 1,790,911	
Does this Request for Expenditure require Commission Approval (>=\$75,000)? <input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes (Skip to D.4)				
SECTION D	3. Under Executive Director's discretion, will Request for Expenditure be submitted to Commission for approval?			
	<input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes			
4. (Specify date of Commission meeting when item is scheduled to be heard/approved)				
1-21-25				
SECTION E	 1-7-25		 1-7-25	
	Signature of Department Head Date		Signature of Deputy Director Date	
	 1-7-25		 1-7-25	
	Signature of Finance Director Date		Signature of Executive Director Date	
(required if cost is unbudgeted, or > \$5,000 budgeted)				

(over for Quotation Analysis)

Project: Repair Computer System for LinkBelt Crane

Project Manager: Joe Tadei

Quotes obtained by: Triad Machinery, Inc.

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
Triad Machinery, Inc.	\$33,741.74	The crane LMI system needs to be replaced with a new upgraded system.	immediate	Triad Machinery is the OEM dealer for the northwest that supports the LinkBelt crane product line.	Dealer is located in Portland, OR and supports LinkBelt cranes with parts and service.

Vendor selection & justification: (REQUIRED)
 Triad Machinery is the only dealer that supports the LinkBelt crane product line for the northwest. Only one quote was provided. There may be additional costs related to shipping or miscellaneous fees/parts.



1/6/2025

PORT OF ASTORIA
 422 GATEWAY AVE SUITE 100
 ASTORIA OR 97103

Comments or Special Instructions:

Link-Belt RTC-8050 S/N E116-5747 updated computer system

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS
Steve Sadler		January 8th	Triad	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
1	MG500 Cpu, Link-Belt Retrofit	5,228.60	5,228.60	
1	LinkBelt RTC-8050 E534045A C# E1p0025,E1p0023 R455052.pg REQUIRES FULL CALIBRATION	375.00	375.00	
1	MG534 Display, Link-Belt	6,247.26	6,247.26	
1	Cable Reel Assy, 90' Ext, Round Connectors	5,011.08	5,011.08	
2	Aux nose / Swingaway jib A2B component kit	939.90	1,879.80	
1	Factory Service and Calibration	7,600.00	7,600.00	
40	Traid Machinery Install @ Triad Shop	185.00	7,400.00	
			\$	33,741.74

Quote is less shipping

Available to ship January 8th, Service Tech can Calibrate starting January 20th.

Calibration time 2 Days
 Will require an operator on site to assist with calibration.

Known Test Weights will be needed
 You will need to supply your own hydraulic hoses.

If you have any questions concerning this quotation, please contact Steve Sadler at:
ssadler@triadmachinery.com
 Cell # 503 970-0688