

MEMORANDUM OF UNDERSTANDING

FOR THE PUGET SOUND PILOTAGE DISTRICT

BETWEEN

(in alphabetical order)

POLAR TANKERS, INC., PUGET SOUND PILOTS and

PUGET SOUND STEAMSHIP OPERATORS ASSOCIATION, INC.

MEMORANDUM OF UNDERSTANDING

FOR THE PUGET SOUND PILOTAGE DISTRICT

BETWEEN

(in alphabetical order)

POLAR TANKERS, INC., PUGET SOUND PILOTS and PUGET SOUND STEAMSHIP OPERATORS ASSOCIATION, INC.

WHEREAS there exists a mutual desire to maintain the streamlined tariff setting process, the terms and conditions, as set forth below, constitute an agreement between Polar Tankers, Inc. (referred to hereinafter as POLAR), Puget Sound Pilots (referred to hereinafter as PSP) and the Puget Sound Steamship Operators Association, Inc. (referred to hereinafter as PSSOA) relating to the establishment and maintenance of a mechanism for tariff setting for the Puget Sound Pilotage District. (POLAR, PSP and PSSOA, as a body, referred to hereinafter as the Parties)

SECTION ONE PURPOSE

The Parties wish to maintain the simplified method of adjusting the tariff. In doing so, such an agreement will enable the respective parties to jointly and individually focus more time and attention on issues which relate to the safe movement of vessels and the overall improvement and stability of the maritime industry in the region by accomplishing a multi-year solution to the tariff setting process.

The Agreement intends to ensure that an adequate manning level is maintained for the requirements of the pilotage grounds, that the real value of pilot income is not eroded by inflationary pressures and that tariff adjustments are made in relation to actual income earned by a pilot, while at the time ensuring that adequate tariff funding is available to maintain the efficiencies of the pilotage service. To this end, it is also appropriate that the Agreement be sufficiently flexible to accommodate unanticipated future requirements and provide confidence that pilotage rates will not be in excess of those necessary to accomplish the stated purpose.

SECTION TWO MANNING

The Parties accept and agree that the number of pilots required to maintain a safe, acceptable and equitable pilotage service is a cornerstone to streamlining the tariff process. Therefore, after due consideration of the potential circumstances which may

dictate a change in the number of pilots licensed for the Puget Sound Pilotage District and funded through the applicable tariff, it is agreed that the application of the Vessel Traffic Formula and the maximum Safe Assignment Level will be the basis for any manning adjustments and to define the minimum number of pilots necessary to fulfill the obligation of providing safe and efficient pilotage on Puget Sound.

The Vessel Traffic Formula is designed to assist the Board of Pilotage Commissioners in determining the need for licensing of additional pilots in order to maintain service efficiencies, it is mutually agreed to adopt and maintain the following formula to annually forecast vessel traffic within the Puget Sound Pilotage District:

The projected number of total pilotage assignments for any given year is equal to the actual total number of pilotage assignments for the previous year adjusted by fifty percent (50%) of the difference between the projection for the previous year and the actual number of assignments for that year.

Specifically, the Vessel Traffic Formula is expected to assist the Board of Pilotage Commissioners in determining the need for licensing of additional pilots in order to maintain minimum service efficiencies when an increase in vessel traffic is expected. Another application of the Vessel Traffic Formula, when combined with the maximum Safe Assignment Level, is the evaluation of service requirements when an active pilot retires and the Board of Pilotage Commissioners must undertake to determine if a pilot candidate should be trained and licensed as a replacement for the pilot who is retiring.

An example of the application of the Vessel Traffic Formula for projecting vessel traffic during 2001 is as follows:

Step 1:	2000 Actual LESS:	8,254 assignments
	2000 Projection Subtotal	-8,238 assignments
		16 assignments
	Divided by 2	8 assignments
Step 2:	2000 Actual PLUS:	8,254 assignments
	Adjustment	<u>+8</u> assignments
2001 Proj	ection	8,262 assignments

The Vessel Traffic Formula is intended to be utilized in conjunction with a maximum Safe Assignment Level. Therefore, in consideration of current state and federal regulations, as well as other safety factors affecting the prudent utilization of pilots, it is agreed the maximum Safe Assignment Level is 149 assignments per pilot. (The establishment of this level corresponds with determinations made by the Board of Pilotage Commissioners in 1995.)

The minimum number of pilots required shall be calculated annually by dividing the Vessel Traffic Formula by the maximum Safe Assignment Level and adding one (1) to include the President, PSP.

An example of the application of the Vessel Traffic Formula and the maximum Safe Assignment level for establishing the minimum number of pilots required for 2001 is as follows:

8,262 projected assignments = 55.45 pilots + 1 (President) = 56.45 pilots 149 assignments

Notwithstanding the above, for 2001 the Parties mutually agree the number of pilots for which tariff funding will be provided is 56 pilots, including the position of President, PSP.

It is further agreed that:

A) If vessel traffic is projected to increase in a subsequent year:

The combined application of the Vessel Traffic Level and the maximum Safe Assignment Level will determine the minimum number of pilots required and for which tariff funding will be provided.

B) If vessel traffic is projected to decrease in a subsequent year:

Tariff funding will continue to be provided for the actual number of active PSP members. The number of active PSP members will ultimately be reduced, if required, through attrition (e.g. retirement).

SECTION THREE ANNUAL TARIFF ADJUSTMENT

It is expressly understood and agreed by the Parties that the basis for annual adjustments in the Puget Sound Pilotage District Tariff shall be equal to the Seattle-Tacoma-Bremerton Area Consumer Price Index (CPI) for All Urban Consumers, as reported by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding calendar year, regardless of whether the adjustment is a plus (+) or minus (-) change in the CPI. The annual tariff change shall include, in addition to the foregoing, adjustments for the following:

An adjustment to the tariff to compensate for any shortfall or overage in actual income per pilot when compared with the specified Target Net Income for the preceding year, regardless of whether the adjustment is a plus (+) or minus (-).

B) An adjustment to compensate for any projected increase or decrease in the number of active PSP members or the minimum number of pilots which will be required for the pilotage grounds, as determined annually by application of the Vessel Traffic Formula and the maximum Safe Assignment Level, whichever is greater, regardless of whether the adjustment is a plus (+) or minus (-).

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- C) An adjustment to compensate for PSP expenses related to Compensatory Duty Days accrued by pilots at the time of their retirement. (In the case of a pilot who has ceased piloting prior to the tariff setting, the adjustment shall be projected. In the case of a pilot who ceases piloting after the tariff setting, the adjustment shall be a retroactive recapture of the expense during the year following retirement.)
- D) An adjustment to compensate for retroactive recapture of PSP expenses previously approved by the Board of Pilotage Commissioners for tariff funding. The amount of each of these expenses subject to recapture shall be determined and reported by independent accountants responsible for PSP's annual audit.
- E) An adjustment to cover projected PSP expenses related to major capital expenditures or other extraordinary expenses. (A major capital expenditure is an acquisition of an asset for which the cost exceeds an amount equal to one percent (1%) of pilotage gross revenues for the preceding year.)
- F) An adjustment to cover any projected increase or decrease in expenses resulting from State fees and/or taxes regardless of whether the adjustment is a plus (+) or minus (-).
- G) An adjustment(s) to exclude specific PSP operating expenses from the calculation of actual income per pilot. Those operating expenses which are excluded are: 1) American Pilots' Association dues, 2) Master, Mates and Pilots dues and 3) lobbyist expenses. The amount of each of these expenses shall be determined and reported by independent accountants responsible for PSP's annual audit.

SECTION FOUR ANNUAL ADJUSTMENT TARGET NET INCOME AND INDIVIDUAL BUSINESS EXPENSE ALLOWANCE

It is expressly understood and agreed by the Parties that the basis for annual adjustments in the Target Net Income per pilot and the tariff-allowed Individual Business Expense Allowance per pilot shall be equal to the Seattle-Tacoma-Bremerton Area Consumer Price Index (CPI) for All Urban Consumers, as reported

by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding calendar year.

A specific Target Net Income amount shall be declared annually in order to facilitate evaluation, tariff setting and to comply with provisions of the *Amended Retirement Program of Puget Sound Pilots (Revised January 1, 1988)* which stipulate the procedures for calculating retirement benefits.

In addition to the CPI adjustment in Target Net Income, it is agreed that during each year of this agreement (2001, 2002, 2003, 2004 and 2005) a special adjustment equal to one-point-zero-zero percent (1.00%) shall be added to the Target Net Income.

Therefore, the Target Net Income for 2001 shall be calculated, and is hereby determined and agreed, to be as follows:

Adjustments:

2000 Consumer Price Index (CPI)	+ 4.10%
Special adjustment	+ 1.00%
TOTAL	+ 5.10%

2000 Target Net Income	\$182,909.00
	X 1.0510
2001 Target Net Income	\$192,237.00

It is further agreed that the amount of the Individual Business Expense Allowance per pilot shall be specifically declared each year in order to provide the basis for financial reporting and subsequent adjustments. The expenses which are included in the lump-sum reimbursement amount consist of, without specific allocation:

- A) Medical insurance
- B) Disability insurance
- C) Professional insurance
- D) State license fees
- E) Annual physical examination expense
- F) Subsistence and lodging expenses
- G) Business communications
- H) Navigation/office supplies.

In addition to the CPI adjustment in the Individual Business Expense Allowance per pilot, it is agreed that during the first year of this agreement that special adjustments in the amounts of \$500.00 and \$4,340.00 shall be added to the Individual Business Expense Allowance per pilot in order to compensate for an increase in the State license fee during 2001 and the inordinate increase in medical insurance expenses since the inception of the lump sum allowance, respectively.

Therefore, the lump-sum Individual Business Expense Allowance per pilot for 2001 shall be calculated, and is hereby determined and agreed, to be as follows:

1	Adjustment:	
2	2000 Consumer Price Index (CPI)	+ 4.10%
3		
4	2000 Lump-sum Allowance	\$16,769.00
5		X 1.041
6	Subtotal	\$17,457.00
7		
8	2001 One-time State License fee adjustment	\$ 500.00
9	2001 One-time Medical insurance adjustment	<u>\$ 4,340.00</u>
10		
11	2001 Lump-sum Allowance	<u>\$22,297.00</u>
12	·	

SECTION FIVE DOCUMENTATION

By agreeing to streamline and to establish a multi-year solution to the tariff setting process, the Parties acknowledge the appropriateness of, as well as the legal requirements for, full financial disclosure.

Therefore, the Parties agree that PSP shall continue to annually prepare and submit to the Board of Pilotage Commissioners, POLAR and the PSSOA a 5-Year Capital Spending Plan covering any major capital expenditure which exceeds an amount equal to one percent (1%) of pilotage gross revenues for the immediately preceding calendar year. PSP shall also continue to furnish copies of annual audited Financial Statements to the Board of Pilotage Commissioners, POLAR and the PSSOA.

In addition to those documents mentioned above, annual tariff submissions by PSP shall also include:

- A) An abstract of audited Financial Statements which provides a detailed listing of retirement benefits paid to PSP retirees during the preceding calendar year. (Appendix A, attached.)
- B) A written statement by independent accountants responsible for PSP's annual audit listing the actual amount of specific PSP expenses, incurred during the preceding calendar year, which were previously approved by the Board of Pilotage Commissioners and which are subject to recapture through the calculation of an annual tariff adjustment, pursuant to Section Three, paragraph C, of this Agreement. (Appendix B, attached.)
- C) A written statement by independent accountants responsible for PSP's annual audit listing the actual amount of specific PSP operating expenses, during the preceding calendar year, which are excluded from the calculation of an annual tariff adjustment, pursuant to Section Three, paragraph F, of this Agreement. (Appendix B, attached.)

1 2 3	D)	listing	estract of audited Financial Statements which provides a summary of PSP Operating Results during the preceding calendar year. endix C, attached.)
4 5 6 7 8	E)	of the	ailed calculation, jointly prepared and duly executed by the Parties, e tariff adjustment pursuant to the terms and conditions of the ment. (Appendix D, attached.)
9			
10			SECTION SIX
11 12			TARIFF CHANGE CALCULATION
13 14 15 16	utilization of	f a forr ncome	te that simplification of the tariff setting process is dependent upon mula which consistently monitors the relationship between annual per pilot and actual income per pilot, in accordance with prescribed
17	•		a)
18	Accordingly	, the Pa	arties agree that adjustments shall be made, either plus (+) or minus
19	(-) to ensure	e the ta	ariff generates sufficient revenue to satisfy operating requirements,
20			nce of a level of actual income per pilot which is nearly identical to
21 22	established	amoun	is.
23	To this end	the	Parties agree to utilize a formula which consist of the following
24 25	documented		
26 27	KEY	,	
28 29	Α	=	Target Net Income for preceding year
30 31	В	=	Total Pilotage Revenue (per audited Financial Statements, page 11, OPERATING RESULTS, line D.1.)
32	0		
33 34	С	=	Operating expense (All divisions, include Seattle, Pilot Boats, Port Angeles and
35			Retirement Payments)
36			(per audited Financial Statements, page 11, OPERATING RESULTS, line D.2.)
37			
38	D		Other Expense
39			(Individual Out-Of-Pocket Allowance expense and Transportation
40 41			expense) (per audited Financial Statements, page 11, OPERATING RESULTS, line D.7.)
42			(per addited i mancial statements, page 11, of EnAting NESSETS, and B.J.)
43	Е	=	Excluded expenses
44			(American Pilots' Association dues expense, Master, Mates and
45			Pilots dues expense and lobbyist expense)
46			(per written statement by independent accountants.)
47			

1 2 3	F	=	Recapture amounts of previously-approved tariff expense (per written statement by independent accountants.)
3 4	G	=	Amount of projected increase (+) or decrease (-) in State fees
5			and/or taxes, if any.
6			
7	Н	=	Amount of projected first year costs associated with major capital
8			expenditure or other extraordinary expenses, if any.
9	T		Number of active DCD members or the minimum number of pilote
10 11	I	=	Number of active PSP members or the minimum number of pilots required, as determined by application of the Vessel Traffic Formula
12			and the maximum Safe Assignment Level, whichever is greater.
13			<u> </u>
14	J	=	Number of projected or retroactive Compensatory Duty Days
15			accrued by pilots at the time of their retirement divided 365 calendar
16			days.
17	1/		Consumer Drice Index (CDI) for preceding colonder year
18 19	K	=	Consumer Price Index (CPI) for preceding calendar year
20	L	=	Special Target Net Income adjustment (2001, 2002, 2003, 2004 and
21	_		2005).
22			,
23	M	=	Tariff adjustment
24			
25	Based on the foregoing, the formula to determine the appropriate tariff adjustment		

Based on the foregoing, the formula to determine the appropriate tariff adjustment pursuant to the terms of this Agreement is as follows:

A -
$$(I+J)$$
 + K + L = M

(A text based Tariff Adjustment Calculation for 2001 is detailed on Appendix D, attached.)

SECTION SEVEN TERM

This Agreement shall be in full force and effective from April 10, 2001 to and including April 9, 2006. The effective five (5) year period shall include the respective tariff setting process which shall occur during 2001, 2002, 2003, 2004 and 2005.

Furthermore, the Agreement may be extended for an additional three (3) year period, through April 9, 2009, to include the respective tariff setting process which shall occur during 2006, 2007 and 2008, subject to mutual consent.

If either POLAR, PSP or PSSOA do not wish to extend the Agreement, the party desiring to terminate the Agreement at the expiration of the initial five (5) year period shall serve the other parties with written notice of termination one hundred twenty (120) days prior to the date of expiration.

SECTION EIGHT MISCELLANEOUS

In the event of any regulatory action which materially effects this Agreement, the Parties agree to meet and, in good faith, endeavor to modify the Agreement to mutual satisfaction. The Parties further agree to meet, in good faith, and endeavor to recommend and support modification of specific verbiage of WAC 363-116-300 in a manner which is deemed mutually satisfactory.

This Agreement is further subject to ratification and endorsement by the Board of Pilotage Commissioners.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be duly executed at Seattle, Washington on the 10th day of April, 2001 between:

By:

POLAR TANKERS, INC.

PUGET SOUND PILOTS

PUGET SOUND STEAMSHIP OPERATORS ASSOCIATION, INC.

naw, Port Captain

apt. D. Kelly, Chairman, Rate Committee

Ву: (___

Benson, President

Capt. M. Flavel, Rate Committee

Capt. W. Bock, President

J Papp, Chairman, Pilotage Committee

L. Kohls, Rilotage Committee

D. Timm, Pilotage Committee

Capt. G. Lapson, Rate Committee

Capt. D. Mayer, Rate Committee

Capt. D. Sanders, Rate Committee

Appendix A

PUGET SOUND PILOTS

SCHEDULE OF RETIREMENT INCOME FOR INACTIVE PILOTS AND WIDOWS OF DECEASED PILOTS

Year Ended December 31, 2000

1. Mrs. Esther Bock\$	5,271
2. Mrs. Shirley Carlson	10,177
	30,213
4. Mrs. Carole Cramer	8,078
	10,695
6. Capt. R.O. Deschamps	21,744
7. Mrs. Edna Ekrem	1,920
8. Capt. K.L. Florian	36,433
9. Mrs. Patricia Grandy	16,043
10. Mrs. Shirley Griffiths	6,589
	25,697
12. Mrs. Katherine Hayes	9,225
13. Capt. J.F. Henshaw	34,263
14. Capt. W.W. Henshaw	17,280
15. Capt. B.C. Holmes	47,985
16. Capt. C.L. Johnson	30,531
17. Capt. B.E. Joyce	4,257
18.Capt. V. Kjeldtoft	24,676
19. Capt. N.C. Laine	5,760
20. Mrs. Sheila Lindholm	6,000
21. Capt. E.J. Lofquist	22,403
22. Capt. P.H. Luther	50,077
23. Capt. F. Michelson	21,137
24. Capt. R.A. Moss	14,496
25. Capt. J.P. Osnes	46,671
26. Capt. G. Olsborg	12,190
27. Capt. R.S. Peake	29,749
28. Capt. G.M. Poor	37,761
29. Capt. R.H. Quinn	7,200
30. Capt. A.H. Reeve	4,320
31. Capt. L.W. Sackett	17,132
32. Capt. A.S. Skucy	36,899
33. Capt. A. Soriano	44,147
34. Capt. D.A. Thornton	13,178
35. Capt. J.S. Thorsen	40,464
36. Capt. L.D. Thorsen	2,776
37. Capt. J.W. Trimmer	18,727
38. Capt. D.E. Turner	2,081
39. Capt. R.O. Watkins	3,509
40. Mrs. Marquita Watkins	<u>5,265</u>

See independent auditor's report on additional information.

Appendix B



CERTIFIED PUBLIC ACCOUNTANTS
16300 CHRISTENSEN ROAD, SUITE 320
SEATTLE, WA 98188-3421
206-835-0200 FAX 206-835-7070
WWW.SKPSCPA.COM

March 22, 2001

William Bock, President Puget Sound Pilots 101 Stewart St, Ste 900 Seattle, WA 98101

Dear Capt. Bock:

The following supplemental information is not specifically available in the December 31, 2000 audit report, and therefore is provided to you in this letter.

- 1. The ending balance on the line of credit for the new pilot boat, Juan de Fuca, was \$541,345.61 at December 31, 2000.
- 2. Lobbyists fees paid for the year ending December 31, 2000, was \$30,139.21.
- 3. Dues paid to the MM&P for the year ending December 31, 2000, was \$14,025.00.
- 4. Dues paid to the APA for the year ending December 31, 2000, was \$60,040.00.

Please let me know if you require any additional information.

Sincerely yours,

SCHNEIDER & KOBATA, PS

Jein Schneider

Jimme Schneider, CPA

Appendix C

PUGET SOUND PILOTS
COMMENTS ON 2000 OPERATIONS, Continued

4.					
C.	PENTINEC	OF	TAID TAIT TOTAL.	DISTRIBUTIONS,	Continued
	FEMIURES	OF	THOTATOOM	DISTRIBUTIONS,	CONCINCE

		2000
1,	Total annual duty days	19,537
2.	Working Pilot roster	
	(duty days divided by days in year)	53.4
3	Piloting engagements	8,254
4.	Total pilotage revenue	
	per day per Pilot	\$911
5.	Expense per day per Pilot	\$316
6.	Balance of revenue pool	
	per day per Pilot	\$595
7.	Transportation	
	fees per day per Pilot	\$45

D. OPERATING RESULTS, 2000

	2000
1	Total Pilotage Revenue\$17,800,488
2. 3. 4. 5.	Operating expense - pooled. (4,414,676) Seattle \$1,522,098 Boats 1,739,745 Port Angeles 369,814 Retirement payments 783,019
7. 8. 9.	Expense - other
10.	Balance of Pilotage Revenue Pooled
11.	Working Pilot Roster
12.	Balance of Pilotage Revenue Pooled Per Pilot

See independent auditor's report on additional information.

Appendix D

TARIFF ADJUSTMENT CALCULATION - 2001

A MARK TOWNSHIP

Α	Target Net Income for preceding year \$182,909			
	MINUS:			
В	Total Pilotage Revenue	\$17,800,488		
ě.	MINUS:			
С	Operating expenses	-\$4,414,676		
D	Other expenses	-\$1,766,624		
	PLUS:			
Ε	Excluded expenses	+\$104,204		
	MINUS:			
F	Recapture previously-approved expenses	\$0		
G	Projected change in State fees and/or taxes	-\$28,000		
Н	Projected Major Capital expenditures or extraordinary expenses	\$917,339		
	Subtotal (Net Pilotage Revenue)	\$10,778,053		
	DIVIDED BY:			
Ī	Number of active PSP members or minimum number of pilots required for the grounds (VTF÷MSAL), whichever is greater	56.00 pilots		
	PLUS:			
J	Compensatory Duty Days (as a decimal of a pilot)	78 pilots		
	Total pilots for tariff funding	56.78 pilots		
DIVID	DED BY:			
Α	Target Net Income for preceding year	\$182,909		
Subto	otal	-3.78%		
PLUS	<u>S:</u>			
K	Consumer Price Index (CPI)(preceding year)	+4.10%		
L	Special Target Net Income adjustment	<u>+1.00%</u>		
M	TARIFF ADJUSTMENT - 2001	+1.32%		

Initials:

POLAR /

PSP X

PSSOA