BEFORE THE HEARING EXAMINER
FOR THE CITY OF SEATTLE

In the Matter of the Appeals of:

FOSS MARITIME COMPANY AND ) Hearing Examiner File Nos.
PORT OF SEATTLE ) S-15-001; S-15-002
from an interpretation ) (Directors Interpretation
issued by the Director ) 15-001)
Department of Planning )
and Development )

Administrative Hearing - Excerpted Testimony of Mr. Greg Englin
before
HEARING EXAMINER ANNE WATANABE

August 17, 2015

TRANSCRIBED BY: Bonnie Reed, CET
Reed Jackson Watkins
Court-Certified Transcription
206.624.3005

Attachment F
Q. Um-hum?
A. -- it's a marketing product.
Q. So a cargo terminal to your mind, though, has a different meaning than just a marine terminal?
A. I don't know if I could really even answer that because a cargo terminal you could have a cargo terminal that's land side, that's inland. It doesn't have -- it's not the same as having a marine terminal, because marine terminal implies that there's water dependent use as well.

Q. And so with respect to Terminal 91, is this graphic indicating to you that there is a cargo terminal function and a marine terminal function?
A. What it indicates to me is that while there's a cargo -- somebody designated it as a general purpose marine and cargo terminal. They kind of lumped in a lot of different concepts here.

Q. And what concepts would they be including in that in your mind?
A. Well, they call it three -- they're almost three different things. They call them a -- or three combined things: General purpose marine, cargo terminal and commercial moorage.

Q. Now, my understanding from your testimony from yesterday and today is that the Port will provide berthing for any kind of vessel at any of the Port's facilities that are not leased
or to which you have secondary berthing; is that right?
A. That would be accurate.
Q. And how many facilities on Elliott Bay are available for that kind of berthing?
A. I'd just have to count them out.
Q. So is it everything that is shown on the first page of Exhibit 21?
A. Unless they were under -- unless they were under an exclusive lease.
Q. Right. So there you would have the rights by secondary berthing?
A. Correct.
Q. Does that include -- I think you testified that that does include Pier 66 when you were describing the pictures; is that right?
A. Yes.
Q. And it includes Pier 69.
A. Yes.
Q. Do you know what permits are available for Pier 66 from the City of Seattle?
A. No.
Q. And do you know what permits are available or have been issued for Pier 69 by the City of Seattle?
A. No.
Q. Do you know what permits have been issued by the City of
Seattle for Terminal 91?

A. My understanding it's a cargo -- it's permitted as a cargo terminal and as a passenger terminal, passenger facility.

Q. Um-hum. So if I'm understanding you correctly, a cruise ship could be assigned by the Port to a berth at Terminal 5 if there were space for the cruise ship at Terminal 5?

A. In theory, yes.

Q. And if it was --

A. Except that it's -- I'm not sure whether or not that's permitted as a passenger terminal, that special delineation.

Q. So it would have to be permitted as a passenger terminal in order to allow a cruise ship to berth at Terminal 5?

A. Possibly.

Q. Are you aware of that before -- do you know when the Port obtained a permit for a passenger terminal at Terminal 91?

A. No.

Q. Is it your understanding that cruise ships have berthed at Terminal 91 since the year 2000?

A. Yes.

Q. When you're assigning berthing, is it dependent on what the permits the City of Seattle has issued for a particular site?

A. No.

Q. Except that you mentioned a minute ago that maybe at Terminal 5 it would need a passenger terminal permit?
much about the actual permitting aspect of the business.

Q. You also testified this morning about your understanding of
which permits Terminal 91 has, do you recall that?
A. Yes.

Q. And when did you formulate your understanding of which
permits Terminal 91 has?
A. That's been -- in general, it's been for many years; I
couldn't tell you exactly when.

Q. Switching gears a little bit. Am I correct that you handle
the placing of many types of vessels in many locations in
the Port of Seattle?
A. Yes.

Q. Have you ever not allowed a vessel to moor at Terminal 91
because Terminal 91 didn't have the right kind of permit?
A. No.

Q. Have you ever not allowed any kind of activity of Terminal
91 because Terminal 91 didn't have the correct kind of
permit?
A. No.

Q. In your view, are there any limitations on the types of
vessels that can moor at Terminal 91?
A. No.

Q. In your view, are there any limitations on the types of
activities that could take place at Terminal 91?
A. Operationally there are some constraints, we can't -- we've
agreed to not move containerized traffic, you know, taking
container ships over at Terminal 91, and there's just
operational constraints, water depth, et cetera.

Q. And aside from operational constraints, are there legal
constraints?
A. No, not to my knowledge.

Q. You testified yesterday about the -- I might get the
pronunciation wrong, the Hanjin Copenhagen, I believe; do
you remember that?
A. Yes, um-hum.

Q. What sorts of repairs will that vessel be making at
Terminal 91?
A. Well, they are done with their repairs and they've departed.
They were shifted over to Terminal 5 to conduct their
repair, they completed those repairs, and then they were
underway the next port of call.

Q. And were there any limits on the types of repairs that could
be conducted at Terminal 91 or Terminal 5?
A. Not to my knowledge. They were also under a captain of the
port order to conduct those repairs.

Q. What does that mean?
A. That means that the captain of the port from U.S. Coast
Guard told them that they could not leave the port until
they conducted those repairs.

Q. And what does leave the port mean? Does that mean --
1 A. Depart the Port of Seattle.
2 Q. Okay. So they could move from Terminal 91 to Terminal 5, for example, but just not leave Seattle?
3 A. Correct.
4 Q. All right. Let's talk about a hypothetical cargo terminal that only has a permit for a cargo terminal, assume it has no other permits. Does that permit impose any limits on the kind of vessel that can call there to your knowledge?
5 A. No.
6 Q. Does it impose any kind of limit on the activities that can take place?
7 A. No.
8 Q. And now specifically turning to Terminal 5, are you aware of what kind of permit Terminal 5 has?
9 A. General understanding is it's a cargo terminal.
10 Q. Okay. And does Terminal 5's cargo permit -- or cargo terminal permit impose any limit on what kind of vessel can call there?
11 A. Not to my knowledge.
12 Q. Does it impose any limit on the kind of activities that can take place there?
13 A. No.
14 Q. All right. Shifting back to Terminal 91, you talked a little bit about Marel, I believe is the name.
15 A. Yes.
CROSS BY BACA/ENGLIN

1 outward wharfage.

2 Q. Okay. What does the word transshipment mean to you?

3 A. Moved from one -- you know, moved.

4 Q. Okay. Have you heard the term transshipment of cargo before?

5 A. Yes.

6 Q. Is a drill rig something that you would consider a cargo vessel?

7 A. Yes. It may be.

8 Q. In what way?

9 A. Well, it could transship materials for its operations. So it could actually take on cargo and move it between point A to point B.

10 Q. Okay. Do you -- what would you say the primary purpose of a drill rig is?

11 A. Primary purpose, I assume, is to drill.

12 Q. Okay.

13 MR. BACA: No further questions.

14 (Conclusion of Englin requested testimony at 10:57:56)

15 (Beginning of requested Englin testimony starting at 11:18:09.)

16 THE COURT: All right. We're back on the record. So Mr. McCullough.

17 MR. MCCULLOUGH: Great. Thank you. We'll keep this
CERTIFICATE

STATE OF WASHINGTON

COUNTY OF KING

I, the undersigned, do hereby certify that the foregoing recorded statements, hearings and/or interviews were transcribed under my direction as a transcriptionist; and that the transcript is true and accurate to the best of my knowledge and ability; that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially interested in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of September, 2015.

Bonnie Reed, CET