

AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: **October 14, 2021**

TIME: **Closed Session – 5:00 P.M.**
 Regular Session – 6:00 P.M.

PLACE: Join Zoom Meeting
 <https://us02web.zoom.us/j/3432860852>

 Meeting ID: 343 286 0852
 One tap mobile
 (669) 900-9128, 343 286 0852# US

1. Call to Order Closed Session at 5:00 P.M.

2. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners.

3. Move to Closed Session

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker
- b) PUBLIC EMPLOYEE APPOINTMENT Title: Director of Development
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor’s Parcel Numbers, 401-031-055-000, 401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.
- d) CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one case. Facts and circumstance include potential administrative enforcement action by County of Humboldt arising from cleanup of District’s property.

Agenda for October 14, 2021 Regular Board Meeting

- 4. Call to Order Regular Session at 6:00 P.M. and Roll Call**
- 5. Pledge of Allegiance**
- 6. Report on Closed Session**
- 7. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the **various issues NOT itemized on this Agenda.** A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public NOT appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. Callers can “raise their hand” by pressing *9 and unmute themselves by pressing *6.*

- 8. Consent Calendar**
 - a) Receive District Financial Reports for August 2021**
 - b) Adopt Minutes for September 9, 2021 Special Board Meeting**
 - c) Cancel Regular Meeting on November 11, 2021 due to Veterans Day**
 - d) Approve Employment Agreement with Rob Holmlund as Director of Development**
- 9. Communications, Reports and Correspondence Received**
 - a) Executive Director’s Report**
 - b) Staff Reports**
 - c) District Counsel and District Treasurer Reports**
 - d) Commissioner and Committee Reports**
 - e) Correspondence Received**

- 10. Unfinished Business**
 - a) Consider Authorizing the Release of Request for Qualifications for Engineering Services and Preparation of CEQA/NEPA Environmental Documents for the 168-Acre New Multipurpose Heavy Lift Dock and Upland Facilities to Support the Emerging Offshore Wind Industry**

Recommendation: Staff recommends that the Board: Authorize Staff to release RFQs for engineering services and preparation of CEQA/NEPA environmental documents.

Agenda for October 14, 2021 Regular Board Meeting

Summary: In July 2021, Governor Newsom announced \$11 million to the Port of Humboldt Bay to be utilized as matching funds for a \$56 million Port Infrastructure Development (PDIP) Grant. On July 15, 2021, through Resolution 2021-11, the Board authorized the submission the grant and conditionally committed \$76,935,000 towards a \$145 million new heavy lift terminal project. On August 10th, the Secretary of the Interior, President Biden’s Chair of Environmental Quality, and Congressman Huffman toured the proposed new terminal site and announced the intention that in 2022, BOEM would lease 4.6 GW of offshore wind off California of which 1.6 GW would be 21 miles off Humboldt Bay and 3 GW off Morro Bay.

11. New Business

a) Accept Resignation From 1st District Commissioner Larry Doss and Provide Direction to Staff on Filling the Board Vacancy

Recommendation: Accept the Resignation of Commissioner Doss for filing and provide direction to staff as appropriate.

Summary: On October 1, 2021 District staff received a letter of resignation from 1st District Commissioner Larry Doss due to a change of residency out of District one. Staff requests direction from the Board on how to fill the vacancy.

b) Review the progress on Removing the Hazardous Waste at RMT II and the County Department of Health & Human Services Notification of Filing of an Administrative Enforcement Order Regarding Hazardous Material Storage and Reporting and Provide Direction as may be appropriate

Recommendation: Receive a report from Staff and provide direction as may be appropriate.

Summary: On September 8, 2021, the District received a Notification of Filing of an Administrative Enforcement Order Regarding Hazardous Material Storage and Reporting the former pulp mill property (RMT II) on the Samoa Peninsula. The order stated that the “As of the Date of this correspondence, the Humboldt Bay Harbor District has not taken the required corrective actions to resolve the violations in the June 1, 2021 Notice of Violations”. The Harbor District takes these matters very seriously and continues to work to remove the hazardous material and to dispose them in certified facilities.

c) Consider Adopting Resolution No. 2021-13, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds From the California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange Program

Recommendation: Staff recommends the Board: Adopt Resolution 2021-13.

Summary: There are currently thirty abandoned and/or derelict vessels located at District boat storage facilities eligible under the SAVE Grant. Eleven of those vessels are eligible for funding under this program. The Harbor District has

Agenda for October 14, 2021 Regular Board Meeting

partnered with the City of Eureka and Humboldt County Sheriff's Office for many years to remove abandoned and surrendered vessels from local waterways to avoid environmental and navigational hazards as well as physical damage to marine facilities. The District has been awarded \$52,000 in SAVE grant funds pending adoption of Resolution 2021-13.

d) Consider Adopting Resolution No. 2021-16 A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorize the Continued Use of Virtual Meetings

Recommendation: Adopt Resolution No. 2021-16.

Summary: As a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act. Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings.

12. Future Agenda Items

- a) October 18, 2021 Special Meeting to Consider Adopting a Resolution Expressing Continued Support for the Great Redwood Trail.
- b) Bar Pilot Recruitment
- c) Green Diamond Shared Services Agreement
- d) Wake Ordinance Amendment
- e) Anchoring Ordinance Amendment
- f) Brown Act Training
- g) Discussion on the Health of the Ocean

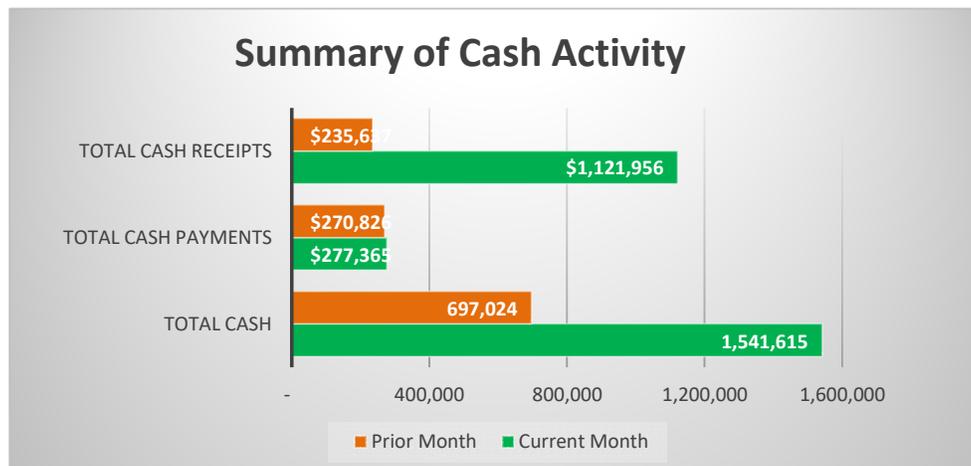
13. Adjournment

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended August 31, 2021 and July 31, 2021

	<u>8/31/21</u>	<u>7/31/21</u>
<u>Account Balances</u>		
Checking	\$ 715,318	\$ 31,181
Savings	15,572	90,104
Tariff	570,845	335,762
County Treasury	238,509	238,509
Cash on hand	1,371	1,468
Total Cash	<u>1,541,615</u>	<u>697,024</u>
Add: Accounts Receivable (less doubtful accounts)	1,309,344	788,689
Less: Accounts Payable	(180,696)	(159,080)
Available Cash and Receivables	<u>\$ 2,670,263</u>	<u>\$ 1,326,633</u>
<u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 697,024	\$ 732,213
Monthly Deposits	1,121,956	235,637
Monthly Payments	(277,365)	(270,826)
Balance, End of Month	<u>\$ 1,541,615</u>	<u>\$ 697,024</u>
<u>Monthly Expenses Summary</u>		
Significant/Unusual Expenses:		
Humboldt Bay Development Assoc lease payment	\$ 52,167	
Installment payment on delinquent property taxes		\$ 29,000
Multipurpose dock conceptual design contract		38,681
Sub-total, Significance/Unusual Expenses	<u>52,167</u>	<u>67,681</u>
General operating expenses and other misc. expense	225,198	203,145
Total Cash Payments	<u>\$ 277,365</u>	<u>\$ 270,826</u>
<u>Monthly Deposits Summary</u>		
Significant/Unusual Revenues:		
Multipurpose dock grant - Redwood Energy Authority		\$ 50,000
RTI Cable landing payment	\$ 625,000	
FEMA Dredging grant receivable payment	232,762	
Sub-total, Significant/Unusual Revenues	<u>857,762</u>	<u>50,000</u>
General revenues	264,194	185,637
Total Cash Receipts	<u>\$ 1,121,956</u>	<u>\$ 235,637</u>



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Humboldt Bay Harbor, Recreation & Conservation District

10/07/21

Profit & Loss

Accrual Basis

August 2021

	Aug 21	Jul - Aug 21
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	6.00	8.00
Total Donations	6.00	8.00
Dredging Revenue		
41318 · Dredging Surcharge - T	17,015.80	32,723.95
Total Dredging Revenue	17,015.80	32,723.95
Fees		
40108 · PERMITS-T	0.00	500.00
41818 · Late Charges/Interest - T	1,080.00	2,005.00
41819 · Late Charges/Interest - NT	1,018.27	1,636.06
Total Fees	2,098.27	4,141.06
Float Replacement Account		
41418 · Float Replacement	5,726.91	11,015.47
Total Float Replacement Account	5,726.91	11,015.47
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	0.00	27,355.55
Total Harbor Grants	0.00	27,355.55
Total Grant Revenue	0.00	27,355.55
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	33,735.22	39,358.22
Total Harbor Surcharge	33,735.22	39,358.22
Interest Revenue		
43108 · Interest Income - T	-0.85	166.31
43109 · Interest Income - NT	13,821.00	27,300.00
Total Interest Revenue	13,820.15	27,466.31
Other Revenue		
45908 · Other Revenue - T	0.00	23,734.00
45909 · Other Revenue - NT	5,070.51	5,304.51
Total Other Revenue	5,070.51	29,038.51
Rent Income		
40218 · Slip Rents - T	44,550.75	86,099.90
40318.1 · Transient Rentals - T	3,127.74	5,622.37
40519 · Equipment Rent - NT	140.00	280.00
40809 · Yard Rent - NT	931.20	1,862.40
41108 · Rents, Tidelands Leases - T	28,505.24	64,572.84
41309 · Storage - NT	3,504.83	7,186.16
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	10,015.38
41409 · Upland Rent - NT - Other	1,461,948.50	1,537,947.98
Total 41409 · Upland Rent - NT	1,466,956.19	1,547,963.36
Total Rent Income	1,547,715.95	1,713,587.03
Sales		
40119 · Concession Sales - NT	370.00	761.25
Total Sales	370.00	761.25
Tax Revenue		
43509 · Property Tax Revenues	120,741.00	213,030.00

Humboldt Bay Harbor, Recreation & Conservation District

10/07/21

Profit & Loss

Accrual Basis

August 2021

	Aug 21	Jul - Aug 21
Total Tax Revenue	120,741.00	213,030.00
Utility Surcharge		
40409 · Utility Surcharge - NT	5,692.94	11,359.38
40418 · Utility Surcharge, Marina Dock	3,579.78	6,841.80
Total Utility Surcharge	9,272.72	18,201.18
52708.1 · Discount	0.00	29.69
Total Income	1,755,572.53	2,116,716.22
Gross Profit	1,755,572.53	2,116,716.22
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	1,815.00	4,275.00
52508 · Accounting Fees - NT	605.00	1,425.00
Total Accounting/Auditing Services	2,420.00	5,700.00
Advertising & Promotion		
51000 · Advertising & Promotion - NT	0.00	58.80
51008 · Advertising & Promotion - T	0.00	-185.30
Total Advertising & Promotion	0.00	-126.50
Communications		
51400 · Communications - NT	2,426.10	4,850.54
51408 · Communications - T	888.03	1,774.69
Total Communications	3,314.13	6,625.23
Conference & Meetings		
51500 · Conferences & Meetings - NT	196.59	620.18
51508 · Conferences & Meetings - T	500.00	500.00
Total Conference & Meetings	696.59	1,120.18
Dredging Expense		
55608 · Dredging Expense - T	1,146.87	2,166.87
56708 · Dredging - GT	2,248.00	2,248.00
Total Dredging Expense	3,394.87	4,414.87
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	500.00	500.00
Total Dues, Subscriptions & Licences	500.00	500.00
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	0.00	309.83
Total Elections & Government Fees	0.00	309.83
Engineering Services		
52400 · Engineering Fees - NT	5,133.75	7,178.00
52408 · Engineering Fees - T	232.50	40,632.50
Total Engineering Services	5,366.25	47,810.50
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	240.00
51200 · Automotive, Fuel- NT	398.10	803.34
51208 · Vessel Fuel	895.94	895.94
51218 · Automotive, Fuel - T	518.10	1,043.33
Total Fuel	1,932.14	2,982.61
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	0.00	500.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

10/07/21

August 2021

Accrual Basis

	Aug 21	Jul - Aug 21
Total Conservation Grant Expenses	0.00	500.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	30.00	60.00
Total Harbor Grant Expenses	30.00	60.00
Total Grant Expenses	30.00	560.00
Insurance		
51800 · Insurance - NT	8,431.82	15,863.64
51808 · Insurance - T	1,269.01	2,465.64
Total Insurance	9,700.83	18,329.28
Interest Expense		
55108 · Interest Expense - T	5,876.48	12,519.21
55109 · Interest Expense - NT	7,904.30	16,740.02
Total Interest Expense	13,780.78	29,259.23
Legal Services		
52300 · Legal Fees - NT	1,253.25	2,727.38
52308 · Legal Fees - T	417.75	909.12
Total Legal Services	1,671.00	3,636.50
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	268.95	505.51
52710 · Repairs & Maint, Equip - NT	354.08	686.89
52718 · Repairs & Maint, Equip - T	154.32	-375.03
Total Maintenance - Equipment	777.35	817.37
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	4,149.48	25,457.01
52719 · Repairs & Maint, Facilities - N	13,413.44	17,268.95
Total Maintenance - Facilities	17,562.92	42,725.96
Maintenance - IT		
57009 · Maintenance, IT Equip - NT	1,241.40	2,725.97
Total Maintenance - IT	1,241.40	2,725.97
Maintenance Supplies		
52008 · Maintenance Supplies - T	0.00	216.09
52010 · Maintenance Supplies - NT	1,391.50	3,800.79
Total Maintenance Supplies	1,391.50	4,016.88
Office Supplies		
51900 · Office Supplies - NT	2,316.50	3,914.30
51908 · Office Supplies - T	904.05	1,258.99
51918 · OFFICE EXPENSE M/T	21.00	44.00
Total Office Supplies	3,241.55	5,217.29
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	15.00	15.00
52110 · OUTSIDE SERVICES M/A	2,024.00	2,214.00
52118 · Outside Services, Other - T	-4,940.50	-2,465.50
Total Other Professional/Outside Serv	-2,901.50	-236.50
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	1,470.00	2,940.00
50208 · Commissioner's Salaries - T	630.00	1,260.00
Total Commissioners Fees	2,100.00	4,200.00

Humboldt Bay Harbor, Recreation & Conservation District

10/07/21

Profit & Loss

Accrual Basis

August 2021

	Aug 21	Jul - Aug 21
Payroll Burden		
50500 · Payroll Benefits, Other - NT	32,515.28	65,167.32
50508 · Payroll Benefits, Other - T	10,745.81	21,083.81
6560 · Workers' Comp	3,217.77	6,303.29
Total Payroll Burden	46,478.86	92,554.42
Salaries/Wages		
50100 · Salaries & Wages - NT	67,124.21	131,958.39
50108 · Salaries & Wages - T	0.00	169.84
Total Salaries/Wages	67,124.21	132,128.23
Total Personnel Expenses	115,703.07	228,882.65
Planning Services		
52200 · Planning Fees - NT	-3,647.75	-978.25
52208 · Planning Fees - T	0.00	0.00
Total Planning Services	-3,647.75	-978.25
Rent Expense		
54308 · Redwood Terminal 2 Lease Expns	22,186.00	39,717.18
Total Rent Expense	22,186.00	39,717.18
Small Tools		
52800 · Small Tools - NT	0.00	56.61
Total Small Tools	0.00	56.61
Utilities		
52909 · Utilities - NT	25,442.18	47,854.17
52918 · Utilities - T	4,014.44	8,391.91
53000 · Water, Sewer, & Refuse - NT	9,662.07	18,955.93
53008 · Water, Sewer, & Refuse - T	4,131.12	7,863.86
Total Utilities	43,249.81	83,065.87
Total Expense	241,610.94	527,132.76
Net Ordinary Income	1,513,961.59	1,589,583.46
Net Income	1,513,961.59	1,589,583.46

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Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of August 31, 2021

10/07/21

Accrual Basis

	Aug 31, 21
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	10,209.04
10200.1 · Cash in BBVA, Checking	705,109.06
10400 · CASH IN COUNTY - FUND 2720	202,989.81
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff BBVA	570,845.31
10700.1 · Cash in bank, Water BBVA	15,571.90
10901 · UNEXPENDED MARINA SURCHARGES	1,409,195.43
10903 · RESTRICTED CASH	-1,409,195.43
Total Checking/Savings	1,541,524.00
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,611,666.80
Total Accounts Receivable	1,611,666.80
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-302,323.00
12200 · TAXES RECEIVABLE	213,030.00
12300 · INTEREST RECEIVABLE	30,336.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	111,941.36
12800 · LEASE RECEIVABLE	170.93
1499 · Undeposited Funds	91.25
Total Other Current Assets	5,902,621.54
Total Current Assets	9,055,812.34
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · BEACH PROPERTY	208,149.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15500 · MARINA, RESTAURANT COMPLEX	34,100.00
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE, CONSTR IN PROGRES	1,214,232.34
16400 · REDWOOD DOCK PROPERTY	3,010,194.30
16500 · HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 · TABLE BLUFF LIGHTHOUSE	361.44
16700 · AQUAPONICS PILOT FACILITY	96,036.61
16800 · REDWOOD TERMINAL 2	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-17,855,858.17
Total CAPITAL ASSETS, NET	10,840,739.21
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	10,898,334.96
Other Assets	
19000 · Deferred Outflows of PERS	320,904.00
Total Other Assets	320,904.00
TOTAL ASSETS	20,275,051.30
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	66,696.03
Total Accounts Payable	66,696.03
Credit Cards	
20112 · US Bank Visa	223.99

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of August 31, 2021

10/07/21

Accrual Basis

	Aug 31, 21
Total Credit Cards	223.99
Other Current Liabilities	
Payroll tax & Withholding Liab	
2100 · PAYROLL LIABILITIES	3,161.02
21000 · WAGE GARNISHES	-3,161.02
21300 · STATE UNEMPLOYMENT TAX	295.18
21600 · PERS CARE/MEDICAL INSURANCE	2,228.64
Total Payroll tax & Withholding Liab	2,523.82
20000.1 · ACCOUNTS PAYABLE YR END ADJUST	114,000.00
20100 · LEASE PAYABLE TO HBDA	-17,895.00
20200 · NOTES PAYABLE	496,947.27
20400 · ACCRUED WAGES PAYABLE	30,648.93
20500 · ACCRUED INTEREST	25,388.00
20600 · ACCRUED VACATION PAYABLE	35,976.00
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,160.00
20802 · PLUG DEPOSITS ON HAND	1,020.00
20803 · SLIP DEPOSITS ON HAND	51,496.30
20804 · STORAGE DEPOSITS	3,741.65
20806 · LEASE SECURITY DEPOSIT	143,529.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,000.00
Total 20800 · DEPOSITS ON HAND	221,697.63
22000 · DEFERRED LEASE INCOME	28,707.14
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
28000 · DEFERRED INCOME	159,379.27
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	5,786,989.29
Total Current Liabilities	5,853,909.31
Long Term Liabilities	
24001 · Gound Lease Amortization	-329,245.34
24003 · Groundlease Current Offset	-60,092.31
25200 · ENVIRONMENTAL REMEDIATION LIAB	10,162.77
25500 · OPEB Liability	220,710.00
25600 · Note Payable-Coast Seafoods Co.	654,335.11
25700 · BOND PAYABLE 2014 REFINANCING	2,079,805.48
25800 · BBVA Loan Payable	1,105,633.93
25900 · LESS CURRENT PORTION	-496,947.27
27000 · Net Pension Liability	1,150,835.00
27200 · Deferred Inflows of PERS	153,290.00
Total Long Term Liabilities	4,488,487.37
Total Liabilities	10,342,396.68
Equity	
3000 · OPENING BALANCE EQUITY	0.01
30500 · INVESTMENT IN FIXED ASSETS	9,181,656.59
30900 · RESTRICTED FUND BALANCE	1,409,195.00
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-2,628,399.20
31200 · GENERAL FUND BALANCE - Other	380,618.76
Total 31200 · GENERAL FUND BALANCE	-2,247,780.44
Net Income	1,589,583.46
Total Equity	9,932,654.62
TOTAL LIABILITIES & EQUITY	20,275,051.30

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Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

10/07/21

As of August 31, 2021

Accrual Basis

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in BBVA, Checking					
Liability Check	08/04/2021	E-pay	Employment Development Department	499-0307-3 Q...	-1,548.64
Liability Check	08/04/2021	E-pay	Internal Revenue Service	94-2262845 ...	-4,071.40
Liability Check	08/05/2021		QuickBooks Payroll Service	Created by Pa...	-21,211.17
Bill Pmt -Check	08/06/2021		Pacific Gas & Electric (8259-4) address	QuickBooks g...	0.00
Bill Pmt -Check	08/06/2021	EFT	CalPERS 457 Program	457Match 08/...	-300.00
Liability Check	08/06/2021	EFT	CalPERS 457 Program	450348	-1,350.00
Liability Check	08/06/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-4,612.55
Liability Check	08/06/2021	EFT	State Disbursement Unit	02300000679...	-233.53
Liability Check	08/06/2021	EFT	State Disbursement Unit	02300000679...	-170.19
Bill Pmt -Check	08/06/2021	61368	ACWA JPIA	215	-26,886.19
Bill Pmt -Check	08/06/2021	61369	AT&T Phone	707 443-0801...	-1,773.33
Bill Pmt -Check	08/06/2021	61370	B & B Portable Toilets		-644.41
Bill Pmt -Check	08/06/2021	61371	California Redwood Co.	Red Tank 05/...	-748.06
Bill Pmt -Check	08/06/2021	61372	Campton Electric Supply		-120.02
Bill Pmt -Check	08/06/2021	61373	Coast Seafood Co.	August 2021 ...	-13,000.00
Bill Pmt -Check	08/06/2021	61374	Coldwell Banker Commerical PacificPar...	RMT2 - Moun...	-395.18
Bill Pmt -Check	08/06/2021	61375	HSU Sponsored Programs Foundation	Ports, Accoun...	-17,859.43
Bill Pmt -Check	08/06/2021	61376	Humboldt Bay Municipal Water Dist.	9002.001 RMT2	-1,056.94
Bill Pmt -Check	08/06/2021	61377	Mad River Community Hospital	A0073115	-253.75
Bill Pmt -Check	08/06/2021	61378	Mission Uniform & Linen	299313	-139.63
Bill Pmt -Check	08/06/2021	61379	North Coast Journal	Office Assista...	-58.80
Bill Pmt -Check	08/06/2021	61380	Nylex.net		-401.97
Bill Pmt -Check	08/06/2021	61381	Pintermedia LLC		-60.00
Bill Pmt -Check	08/06/2021	61382	Reincke Marine Fabrication (RMF)		-882.00
Bill Pmt -Check	08/06/2021	61383	Security Lock & Alarm		-39.26
Bill Pmt -Check	08/06/2021	61384	Southwest Answering Service		-190.00
Bill Pmt -Check	08/06/2021	61385	Specialty Traffic Systems		-87.11
Bill Pmt -Check	08/06/2021	61386	Sunbelt Rentals	772625	-1,127.67
Bill Pmt -Check	08/06/2021	61387	Thrifty Supply		-63.37
Bill Pmt -Check	08/06/2021	61388	Tony Gosselin & Sons		-87.00
Bill Pmt -Check	08/06/2021	61389	US Bank Corporate Payment System	42460445557...	-3,725.40
Bill Pmt -Check	08/06/2021	61390	World Oil Enviromental Services	15055	-95.00
Bill Pmt -Check	08/06/2021	61391	US Postal Service	PO Box 1030 ...	-388.00
Bill Pmt -Check	08/12/2021	EFT	Humboldt Bay Developement Association	RMT2 Lease ...	-52,167.00
Check	08/16/2021			Service Charge	-110.30
Liability Check	08/17/2021	E-pay	Employment Development Department	499-0307-3 Q...	-1,643.15
Liability Check	08/17/2021	E-pay	Internal Revenue Service	94-2262845 ...	-4,522.38
Liability Check	08/19/2021		QuickBooks Payroll Service	Created by Pa...	-23,115.70
Liability Check	08/20/2021	61394	Operating Engineers Local No. 3	94-2262845	-348.88
Liability Check	08/20/2021	61395	Franchise Tax Board	558379330	-100.00
Liability Check	08/20/2021	EFT	CalPERS 457 Program	450348	-1,350.00
Liability Check	08/20/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-4,612.55
Bill Pmt -Check	08/20/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-7,091.83
Liability Check	08/20/2021	EFT	State Disbursement Unit	02300000679...	-403.72
Bill Pmt -Check	08/20/2021	EFT	CalPERS 457 Program	457Match 08/...	-300.00
Bill Pmt -Check	08/20/2021	61396	101Netlink	WIM	-190.00
Bill Pmt -Check	08/20/2021	61397	Alber's Tractor & Ag Work	PO #1669 & 1...	-932.50
Bill Pmt -Check	08/20/2021	61398	Coastal Business Systems, Inc.	WIM Copier ...	-471.91
Bill Pmt -Check	08/20/2021	61399	Coastal Ecosystems Institute of No. Calif	Sponsorship ...	-500.00
Bill Pmt -Check	08/20/2021	61400	David L. Moonie & Company		-3,280.00
Bill Pmt -Check	08/20/2021	61401	Englund Marine Supply		-446.54
Bill Pmt -Check	08/20/2021	61402	Eureka Oxygen Company		-87.15
Bill Pmt -Check	08/20/2021	61403	Eureka Rubber Stamp		-13.00
Bill Pmt -Check	08/20/2021	61404	Hiley, Mindy	Notary Services	-15.00
Bill Pmt -Check	08/20/2021	61405	Humboldt Waste Management Authority		-158.00
Bill Pmt -Check	08/20/2021	61406	Mission Uniform & Linen	299313	-263.25
Bill Pmt -Check	08/20/2021	61407	Mitchell Law Firm, LLP		-1,965.50
Bill Pmt -Check	08/20/2021	61408	Napa Auto Parts		-594.16
Bill Pmt -Check	08/20/2021	61409	Pacific Gas & Electric (1906-4)	Acct #067049...	-4,269.37
Bill Pmt -Check	08/20/2021	61410	Pacific Gas & Electric (3494-4)	6598073494-4	-175.32
Bill Pmt -Check	08/20/2021	61411	Pierson Building Center	1297	-1,608.53
Bill Pmt -Check	08/20/2021	61412	Recology Eel River	061097997	-418.42
Bill Pmt -Check	08/20/2021	61413	Recology Humboldt County (061218064)	061218064	-695.72
Bill Pmt -Check	08/20/2021	61414	Recology Humboldt County (A0060000...)	A0060000265	-2,923.61
Bill Pmt -Check	08/20/2021	61415	Shafer's Ace Hardware	1586	-168.03
Bill Pmt -Check	08/20/2021	61416	Shelter Cove Fishing Preservation Inc	SC Janitorial ...	-2,083.33
Bill Pmt -Check	08/20/2021	61417	Shelter Cove Resort Improvement District	SC	-152.91
Bill Pmt -Check	08/20/2021	61418	SHN Consulting Engineers & Geologists		-9,605.00

Humboldt Bay Harbor, Recreation & Conservation District

10/07/21

Account QuickReport

Accrual Basis

As of August 31, 2021

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/20/2021	61419	Staples Credit Plan	6035 5178 12...	-207.46
Bill Pmt -Check	08/20/2021	61420	Valley Pacific Petroleum Services, Inc	114137	-1,050.47
Bill Pmt -Check	08/20/2021	61421	Verizon Wireless		-337.65
Bill Pmt -Check	08/20/2021	61422	Verizon Wireless		-76.53
Bill Pmt -Check	08/20/2021	61425	Advanced Security Systems	RMT 2	-165.00
Bill Pmt -Check	08/20/2021	61426	Alliant Insurance Services, Inc.	License & Per...	-1,000.00
Bill Pmt -Check	08/20/2021	61427	AT&T Internet	831-000-8571...	-933.88
Bill Pmt -Check	08/20/2021	61428	Bay Tank & Boiler Works		-43.15
Bill Pmt -Check	08/20/2021	61429	Eureka Ready Mix		-2,022.48
Bill Pmt -Check	08/20/2021	61430	Hillside Powersports Marine	PO #1668	-353.20
Bill Pmt -Check	08/20/2021	61431	Humboldt Bay Solar Fund LLC	HB0520	-17,422.12
Bill Pmt -Check	08/20/2021	61432	Humboldt Community Services District	3165	-519.56
Bill Pmt -Check	08/20/2021	61433	Interstate Battery		-119.23
Bill Pmt -Check	08/20/2021	61434	Matthews Paints		-152.95
Bill Pmt -Check	08/20/2021	61435	Mr. Rooter Plumbing	VOID: Hydro ...	0.00
Bill Pmt -Check	08/20/2021	61436	Nylex.net	PO #1666	-460.00
Bill Pmt -Check	08/20/2021	61437	Pintermedia LLC	HBHD - Yearl...	-35.00
Bill Pmt -Check	08/20/2021	61438	Planwest Partners, Inc.	July 2021 Dist...	-2,582.75
Bill Pmt -Check	08/20/2021	61439	SDRMA	Workers' Com...	-1,145.09
Bill Pmt -Check	08/20/2021	61440	Tenera Environmental Inc.	20236001	-5,150.00
Bill Pmt -Check	08/20/2021	61441	Mr. Rooter Plumbing	Hydro Scrub	-687.00
Bill Pmt -Check	08/20/2021	EFT	PERS Unfunded Accrued Liab	2233447024	-700.00
Bill Pmt -Check	08/23/2021	EFT	California State Lands Commission	Outfall Pipe S...	-2,525.00
Check	08/24/2021	EFT2	California State Lands Commission	Overpayment,...	-2,525.00
Bill Pmt -Check	08/30/2021	EFT	Francotyp-Postalia	466106100	-300.00
Total 10200.1 · Cash in BBVA, Checking					-270,876.28
TOTAL					-270,876.28

**DRAFT MINUTES
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

September 9, 2021

The Humboldt Bay Harbor, Recreation and Conservation District met in special session on the above date, Closed Session met at 5:00 P.M., Special Session met at 7:00 P.M. both via video conference with a teleconference option.

CLOSED SESSION – 5:00 P.M.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor’s Parcel Numbers, 401-031-055-000, 401-031-070-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Town of Samoa, Green Diamond, Sniper Properties. Under negotiation: price and payment terms.

- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Samoa Peninsula, Humboldt County, with Assessor’s Parcel Numbers, 401-112-021, 401-112-030-000 and 401-031-072 California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: North Wind Management, LLC, Aria Cox. Under negotiation: price and payment terms.

SPECIAL SESSION – 7:01 P.M.

ROLL CALL:

PRESENT: DOSS
 HIGGINS
 KULLMANN
 MARKS

ABSENT: DALE

QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the special session meeting agenda: No one.

CONSENT CALENDAR

- a) Receive District Financial Reports for July 2021
- b) Adopt Minutes for August 12, 2021 Regular Board Meeting
- c) Authorize Board President to sign a letter regarding Proposed Ca. Air Resources Control Board Commercial Harborcraft Regulations/Sportfishing Boat Regulations

COMMISSIONER HIGGINS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-C.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DOSS, HIGGINS, KULLMANN, MARKS

Noes: NONE

Absent: DALE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Executive Director’s Report
 - I. Executive Director presented Executive Director’s report.
- b) Staff Reports
 - I. Staff presented on recent District activities.
- c) District Counsel and District Treasurer Reports
 - I. None.
- d) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.
- e) Correspondence Received
 - I. None.

UNFINISHED BUSINESS – None

NEW BUSINESS

- a) **Consider Approval of Amendment NO. 1 to the Tuluwat Island Wetland Mitigation Project Agreement with CalTRANS; Conditionally Award the Tuluwat Island Spartina Removal Contract to the Redwood Community Action Agency, and Conditionally Award Contract with Wiyot Tribe for Cultural Resources Monitoring**

I. District Staff presented the item.

II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. Adam Canter, Tim Nelson and Rob Wall commented.

IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO APPROVE AMENDMENT NO. 1 TO THE TULUWAT ISLAND WETLAND MITIGATION PROJECT AGREEMENT WITH CALTRANS AND TO CONDITIONALLY AWARD THE TULUWAT ISLAND SPARTINA REMOVAL CONTRACT TO THE

REDWOOD COMMUNITY ACTION AGENCY AND CONDITIONALLY AWARD CONTRACT WITH WIYOT TRIBE FOR CULTURAL RESOURCES MONITORING.

COMMISSISONER MARKES SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DOSS, HIGGINS, KULLMANN, MARKS

Noes: NONE

Absent: DALE

Abstain: NONE

b) Consider Modifying Existing Easement through the Town of Samoa Properties

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Kullmann opened the item to public comment. No one commented.
- IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER MARKS MOVED TO MODIFY EXISTING EASEMENTS THROUGH THE TOWN OF SAMOA PROPERTIES.

COMMISSISONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DOSS, HIGGINS, KULLMANN, MARKS

Noes: NONE

Absent: DALE

Abstain: NONE

c) Consider Providing an Easement and Accepting Easements and Real Property from North Wind Management, LLC over Assessor Parcel Numbers 401-112-021, 401-112-030-000 and 401-031-072

- I. Item was not presented.
- II. The Commission was given the opportunity to discuss the item.
- III. Chair Kullmann opened the item to public comment. No one commented.
- IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO TABLE THE ITEM.

COMMISSIONER MARKS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DOSS, HIGGINS, KULLMANN, MARKS

Noes: NONE

Absent: DALE

Abstain: NONE

FUTURE AGENDA ITEMS

- a) Bar Pilot Recruitment
- b) Green Diamond Shared Services Agreement
- c) Coast Guard Utilities at Woodley Island
- d) Long Fin Smelt

Draft Minutes for September 9, 2021 Special Board Meeting

- e) Brown Act Training
- f) Exporting Coal out of Humboldt Bay
- g) Discussion on the Health of the Ocean
- h) Update on North Jetty Repairs

ADJOURNMENT – 7:39 P.M.

APPROVED BY:

RECORDED BY:

Patrick Higgins
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

COMMISSIONERS

1st Division

Larry Doss

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
October 14, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 11, 2021

TITLE: **Cancel Regular Meeting on November 11, 2021 due to Veteran's Day**

STAFF RECOMMENDATION: Cancel the Regular Meeting on November 11, 2021.

SUMMARY: The Business Matters Resolution No. 2021-01 adopted on February 11, 2021 states that Regular Meetings will be held on the second Thursday of each month except if the regular meeting date conflicts with a Holiday. Veteran's Day falls on Thursday, November 11th this year.

DISCUSSION: The Board should discuss scheduling a Special Meeting in November in lieu of the Regular Meeting.

EMPLOYMENT AGREEMENT
With
Robert Holmlund

THIS AGREEMENT, is between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "District", and Robert Holmlund, herein referred to as "Employee".

The parties recite that:

- A. District is a public entity with legal duties, powers and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.
- B. Employee is willing to be employed by District, and District is willing to employ Employee in the unclassified, at-will position Director of Development II on the terms and conditions hereinafter set forth.
- C. The position of Director of Development II is an unclassified service employee as defined in Section 73 of Appendix 2 of the Harbors and Navigation Code. Said position is an "At Will" position terminable at the will of either the employer or the employee.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, DISTRICT AND EMPLOYEE COVENANT AND AGREE AS FOLLOWS:

- 1. Pursuant to this Agreement, Employee is employed as Director of Development II for the Humboldt Bay Harbor, Recreation and Conservation District effective January 3, 2022, and Employee hereby accepts and agrees to such employment.
- 2. Employee shall perform and complete the services and tasks set forth in and according to the time frame set forth in Exhibit "A", attached hereto and incorporated by reference.
- 3. Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all duties that may be required pursuant to the expressed and implicit terms as set forth by the Executive Director of the District. Such duties shall be rendered in Humboldt County, California and at such other place or places as District shall in good faith require or the interest, and needs or requests of District shall require or make advisable.
- 4. Employee shall serve in the position of Director of Development at the will and pleasure of the Executive Director of District. The Executive Director of the District or Employee may terminate this Agreement and terminate Employee's employment with or without cause at any time. In the event Employee desires to terminate employment with the District as Director of Development, it is expected (but not required) that Employee shall give to

District a minimum of thirty (30) days written notice of said intention to terminate. Employee shall be compensated for accrued benefits to the date of termination in accordance with the provisions of the Personnel Policy.

5. District shall pay Employee and Employee agrees to accept from District, \$115,000 per year in full payment of Employee's services for his position as Director of Development. When Nordic Aquafarms makes the 1st lease payments to the Employer after receiving their Coastal Development Permit, Employee shall receive a one-time \$2,080 lump sum payment as a performance bonus. Employee shall receive a \$5,000 annual salary increase once the Coastal Development Permits are received for the new heavy lift terminal at Redwood Marine Terminal I as outlined in the master plan which was submitted as part of the District's Port Infrastructure Development Grant Application dated July 29,2021.
6. In addition to the foregoing, Employee shall receive ten (10) days Management Leave plus all the employee benefits, except the Medical, Dental and Vision benefits outlined in Section 2014, for full time employees as now established by the District's personnel policy, or different employee benefits as may be modified or established by the District in the future. However, nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment. Employee expressly declines Employer provided Medical, Dental and Vision benefits offered by Employer, and warrants and represents to Employer that Employee maintains independent health insurance coverage. Employee shall maintain, at his own expense, and provide to Employer proof, that he has health insurance coverage, which at a minimum, provides the levels of coverage required by the Affordable Care Act.
7. Employee's salary, job duties and performance shall be reviewed in January of each year by the Executive Director of the District. The annual performance review may be used to adjust Employee's salary based upon future Employment Agreement Amendments which has been approved by the Board of Commissioners. However, nothing in this section shall be construed as a promise or commitment by the District to increase compensation, or concerning the amount of any such increase.
8. The effective date of appointment of Employee as Director of Development shall be January 3, 2022, and unless terminated or renewed on or before January 2, 2025, the agreement will remain in a month-to-month basis. In the event the Employee is terminated without cause or the Employee's contract is not renewed, Employee will be given the opportunity to retire.
9. Employee shall devote his full time, attention, knowledge and skill solely and exclusively as Director of Development, solely and exclusively to the business and interest of the District. The position is considered to be an exempt position within the meaning of the California Labor Code for the purposes of wage and hour provisions. Employee's workweek is not necessarily limited to

40 hours per week. Employee may be expected to work in excess of 40 hours per week if required to perform his duties as Director of Development at the regular monthly salary with no provision for overtime pay.

10. Employee is an unclassified employee as Director of Development. The position of Director of Development is not entitled to participate as a member of the Operating Engineers Local Union No. 3, AFL-CIO, pursuant to the Union Contract with District and Director of Development is not included as a member of the bargaining unit represented by the Union.
11. Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment.
12. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.
13. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
14. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings or actions arising out of this agreement shall be venued in Humboldt County, California.

Executed at Humboldt County, California, on the date first written below.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

Larry Oetker, Executive Director

Date

EMPLOYEE



Robert Holmlund

10/11/21

Date

Attachment A. Director of Development Position Description dated August 26, 2021

Director of Development I and II
Position Description (8-26-2021)

DEFINITION

Under the direction of the Executive Director, the Director of Development plans, organizes, and manages the short and long term development activities for the District, as well as, the permitting of other development within Humboldt Bay as outlined in the Humboldt Bay Management Plan (HBMP) and District Ordinances. The position is responsible for coordinating all activities associated with planning, funding, permitting, developing, and marketing a new multipurpose terminal and coordinating with other private terminal operators to facilitate their development objectives which are in-line with the HBMP.

CLASS CHARACTERISTICS

Director of Development I: This is the mid management class in the Director of Development I and II series. This class is distinguished from the Director of Development II by the performance of the mid management tasks and duties assigned to positions within the series while gaining knowledge and abilities. As experience is gained, assignments become more varied and are performed with greater independence. This position is alternately staffed with the Director of Development II and incumbents may advance to the higher level upon meeting the promotional requirements established for the position.

Director of Development II: This is the upper management class in the Director of Development I and II series. This class is distinguished from the Director of Development I by the independent performance of the full range of more complex duties and the level of advanced expertise that is gained through years of experience. This class requires only limited direction as new or unusual situations arise. This class is flexibly staffed and normally filled by promotion from the Director of Development I, or when filled from the outside, requires satisfactory demonstration of ability to meet the requirements established for promotion to the position.

EXAMPLES OF DUTIES – duties may include, but are not limited to the following:

- Implementation of the policies contained in the Humboldt Bay Management Plan.
- Implementing the Harbor District’s development permit processing, CEQA compliance and permit monitoring program.
- Coordinating planning efforts and permit requirements of the Harbor District and other agencies.
- Plan, execute, and complete all assigned development, construction and special projects:
 - Establish project schedule.
 - Define scope and allocate resources for project performance and completion.
 - Lead planning, design, and implementation with the project team.
 - Develop project budget and maintain job cost reports.

- Ensure timely and accurate submission of invoices for payments and draw requests including any necessary material and labor lien release.
 - Develop and implement marketing strategy(s).
 - Develop and implement project financing plan(s).
 - Identify and apply for grants to achieve District objectives.
 - Identify critical path for project completion and success.
-
- Prepare contracts, Request for Proposals, and handle sensitive legal, employment, real estate, and other documents to support the activities of the District.
 - Develop budgets and track short-term and long-term expenses, equipment, resource needs, and development budgets of the District projects.
 - Organizes and conducts staff orientation, performance evaluations, counseling, discipline, professional development and training of employees.
 - Attend, convene and lead meetings, conferences, activities, and engagements with stakeholder groups, partner agencies, and other organizations.
 - Coordinate with grant partners, lenders and technical assistance consultants.
 - Supervise internal team members and collaborate with District Planner, District Engineer, consultants to facilitate an overall project team.
 - Provides project management for the most complex planning studies; analyzes site design, environmental constraints, circulation, land use compatibility, utilities and other services Ensures project compliance with federal, state and local laws, rules and regulations.
 - Confers with engineers, developers, architects and a variety of agencies and the general public regarding District development projects.
 - Represents the District to outside agencies; explains and interprets District programs, policies, and activities; negotiates and resolves significant and controversial issues.
 - Conducts a variety of organizational and operational studies and investigations; recommends modifications to programs, policies and procedures as appropriate.
 - Negotiates contracts and agreements; coordinates with legal counsel to determine District needs and requirements for contractual services.
 - Participates on and makes presentations to the Harbor District Board and a variety of other governmental organization, professional groups, and community organizations.
 - Stays abreast of new trends and innovations in the field of Port and Harbor Development.
 - Other duties as assigned by the Executive Director.

REQUIREMENTS

- Must possess a valid California Driver License.
- Must be proficient in the use of general office equipment, computer programs such as Microsoft Word, Excel, Power Point, Outlook and internet applications.
- Must possess customer service skills with knowledge in customer service management, methods, and techniques, and treat all individuals with courtesy, dignity, and respect.
- Ability to communicate well both verbally and in writing with internal and external staff, consultants, agencies, customers, and the public.

- Possess strong organizational and problem-solving skills.
- Possess a valid California Boater Card within six months of employment.
- Possess valid basic First Aid and CPR certification within six months of employment.
- Obtain a Transportation Worker Identification Credential within six months of employment.
- Ability and skills required to tie-up and handle boats.
- Must be willing to work nights, weekends, standby, on-call, and overtime as necessary.
- Pass a pre-employment physical and random drug testing.

PHYSICAL REQUIREMENTS

Must be able to perform the physical aspects of the job, including sitting for periods of time, operating standard office equipment, including a computer; working on and around boat and watercraft, traversing uneven terrain, climbing ladders and stairs, operating a motor vehicle; lifting or carrying up to 50 lbs.; working outside in varying weather and water conditions.

EXPERIENCE AND TRAINING

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Director of Development I:

- A Bachelor's degree and at least three (3) years experience in water management, oceanography, conservation, fisheries, wildlife, biology, botany, recreation, economic development, planning, public administration, or a related field is desirable. A Master's Degree in a related field may qualify for one (1) years work experience; or
- At least five (5) years experience independently performing the duties of a development manager or similar position may qualify the applicant for the educational experience.

Director of Development II: Satisfactory demonstration of at least five (5) years experience independently performing the duties of Director of Development I, and the ability to perform the specific tasks established for promotion to the position.

COMMISSIONERS

1st Division
 Larry Doss
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Richard Marks
 5th Division
 Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
October 8, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 14, 2021

TITLE: Consider Authorizing the Release of Request for Qualifications for Engineering Services and Preparation of CEQA/NEPA Environmental Documents for the 168-Acre New Multipurpose Heavy Lift Dock and Upland Facilities to Support the Emerging Offshore Wind Industry

STAFF RECOMMENDATION: Staff recommends that the Board: Authorize Staff to release RFQs for engineering services and preparation of CEQA/NEPA environmental documents.

SUMMARY: In July 2021, Governor Newsom announced \$11 million to the Port of Humboldt Bay to be utilized as matching funds for a \$56 million Port Infrastructure Development (PDIP) Grant. On July 15, 2021, through Resolution 2021-11, the Board authorized the submission the grant and conditionally committed \$76,935,000 towards a \$145 million new heavy lift terminal project. On August 10th, the Secretary of the Interior, President Biden's Chair of Environmental Quality, and Congressman Huffman toured the proposed new terminal site and announced the intention that in 2022, BOEM would lease 4.6 GW of offshore wind off California of which 1.6 GW would be 21 miles off Humboldt Bay and 3 GW off Morro Bay.

DISCUSSION: Staff and the Board's offshore wind subcommittee continue to meet regularly and there is a great deal of interest from the private sector in the District continuing to accelerate engineering, environmental review and permitting in advance of BOEM's offshore wind leases in 2022. The environmental review and permitting of the facility are expected to take approximately two to three years. If the Board authorized the release of the RFQ's, the noticing and selection process is expected to go through January 2022. Preliminary discussion with the California Energy Commission regarding the contracts for the \$11 million grant funds, and well as, the award announcement for the \$56 Million PDIP grant is also anticipated for January 2020. The award of the contracts for the engineering and CEQ/NEPA documents would be after the execution of the contracts for \$11 million with the State and after the PDIP grant announcement.

Resolution 2021-11 includes a commitment of \$375,000 and \$690,000 of in-kind staff time to the project. The \$690,000 in-kind represents \$138,000 per year for 5 years of staff time. The new terminal master plan, design drawing and cost estimates prepared by Moffit & Nichol are attached.

The Planning Studies, field investigations, engineering design, permitting /CEQA/NEPA, and environmental mitigation are projected to cost approximately \$6.8 million.

ATTACHMENTS:

- A. Design Drawings
- B. Cost Estimates
- C. Resolution 2020-11

HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL

EUREKA, CALIFORNIA

Attachment 5

Concept Design Drawings

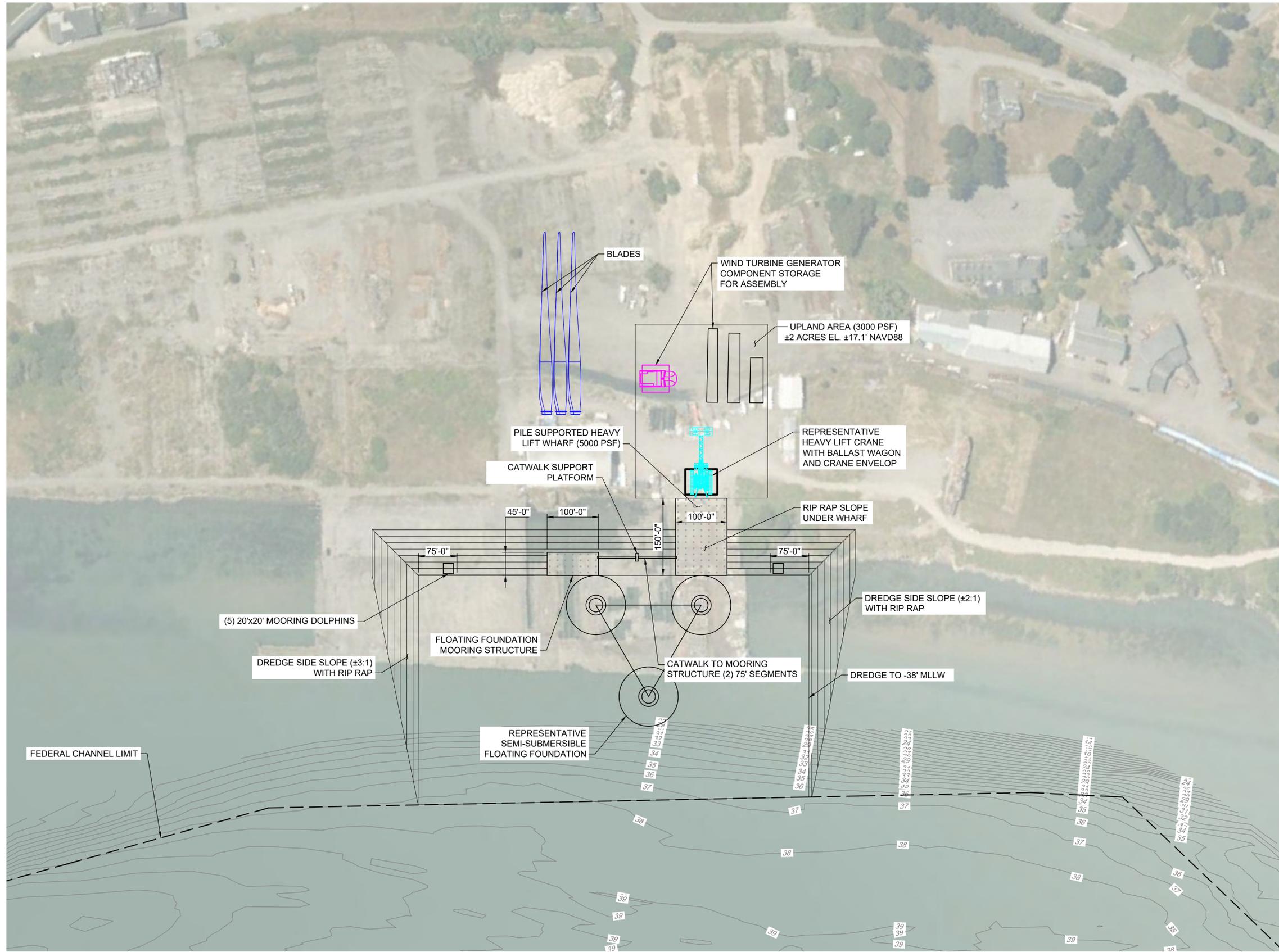
Submitted by:





NOTES

1. BATHYMETRIC SURVEY DATA SOURCE: USACE HYDRO SURVEY, HUMBOLDT BAY CHANNEL, SAMOA - CONDITION SURVEY, 22 APRIL 2021. ELEVATIONS ARE REFERENCED TO MEAN LOWER LOW WATER (MLLW).
2. TOPOGRAPHY DATA SOURCE: NOAA DATA ACCESS VIEWER, 2019 LIDAR EUREKA, CA. ELEVATIONS ARE REFERENCED TO NAVD88.
3. DATA UNAVAILABLE FOR AREAS WITH NO BATHYMETRIC OR TOPOGRAPHIC DATA SHOWN.
4. ALL UNITS ARE FEET.



LAYOUT NOTES

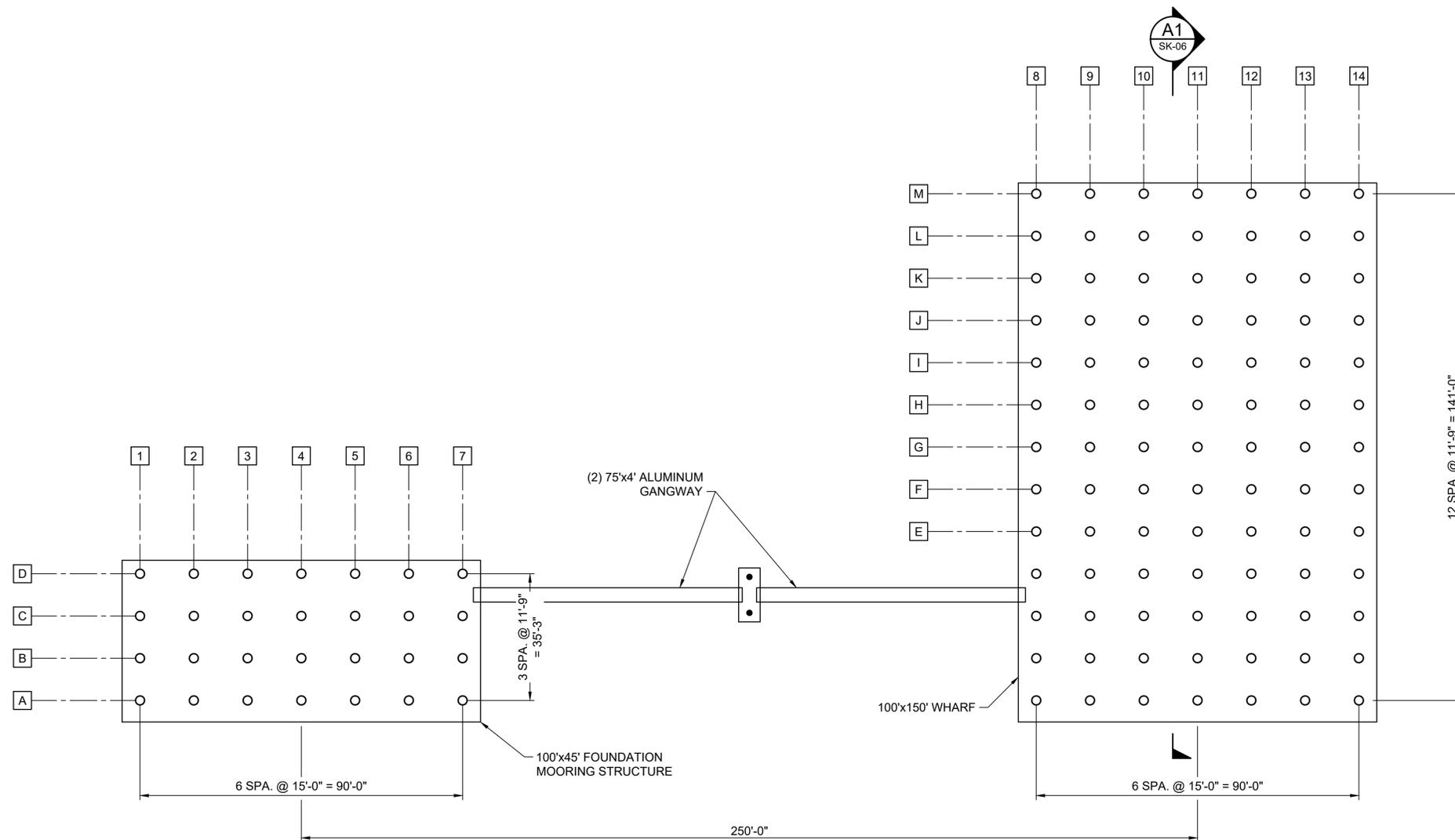
1. LAYOUT SHOWN IS FOR PHASE 2A OF TERMINAL BUILD OUT. THIS LEVEL OF BUILD OUT IS MEANT TO SUPPORT A SMALL SCALE COMMERCIAL PROJECT.
2. PHASE 2A REPRESENTS THE MINIMUM QUAY LENGTH AND FOOTPRINT AND UPLANDS LAYDOWN AREA REQUIRED TO SUPPORT THE IMPORT AND INSTALLATION OF WTG (WIND TURBINE GENERATOR) COMPONENTS (TOWER, NACELLES, AND BLADES) ONTO A FLOATING FOUNDATION.
3. PHASE 2A BUILD OUT REQUIRES SHARING OF BERTH LENGTH FOR ALL ACTIVITIES:
 - 3.1. DELIVERY OF WTG COMPONENTS
 - 3.2. INSTALLATION OF WTG COMPONENTS ONTO FLOATING FOUNDATION
 - 3.3. RIGGING OG FOUNDATION FOR TOW OUT TO INSTALLATION SITE
4. ADDITIONAL BUILD OUT FOR LARGE SCALE INSTALLATIONS (PHASE 2B, 3 & 4) WILL LIKELY BE REQUIRED.
5. THIS LAYOUT SHOULD BE CONSIDERED PRELIMINARY AND IS BASED ON AVAILABLE INFORMATION.
6. WIND TURBINE COMPONENTS SHOWN ARE REPRESENTATIVE IN SIZE THAT WILL BE STAGED ON THE THE TERMINAL.
7. LENGTH OF QUAY ALLOWS FOR WTG COMPONENT DELIVERY BY EITHER BULK CARRIER VESSEL OR BARGE.
8. FOUNDATION SIZE HAS BEEN SCALED FROM EXISTING SEMI-SUBMERSIBLE INSTALLATIONS TO ACCOMMODATE 12-MW TURBINE UNIT.

PHASE 2A TERMINAL OPERATIONS

- A. WTG COMPONENTS (TOWERS, TURBINES, AND BLADES) ARE DELIVERED TO THE TERMINAL VIA BARGE OR VESSEL AND UNLOADED BY A LAND-BASED CRANE AND STAGED ON THE UPLANDS.
 - A.A. NACELLES ARE STORED IN HEAVY LIFT UPLANDS AREA
 - A.B. BLADES AND TOWER SECTIONS STORED OUTSIDE OF HEAVY LIFT AREA ON AVAILABLE UPLANDS AREAS
- B. FLOATING FOUNDATION IS TOWED TO BERTH BY TUGS.
- C. WTG COMPONENTS ARE INSTALLED ONTO FOUNDATION VIA LAND BASED CRANE.
- D. COMPLETE FLOATING TURBINE ASSEMBLY IS CONNECTED TO OCEAN GOING TUGS AND TOWED TO INSTALLATION SITE.

DRAWING NOTES

1. TERMINAL GRADE AT THE BERTH IS +17.1± NAVD88 IN ORDER TO BE ABOVE CURRENT FEMA 100 YEAR FLOOD ELEVATION AND FUTURE SEA LEVEL RISE.
2. ALL BOUNDARIES AND AREAS ARE APPROXIMATE.
3. BATHYMETRIC INFORMATION SHOWN IN FT MLLW.
4. PHASE 2A ALSO INCLUDES EXISTING WHARF DEMOLITION AND DREDGING.

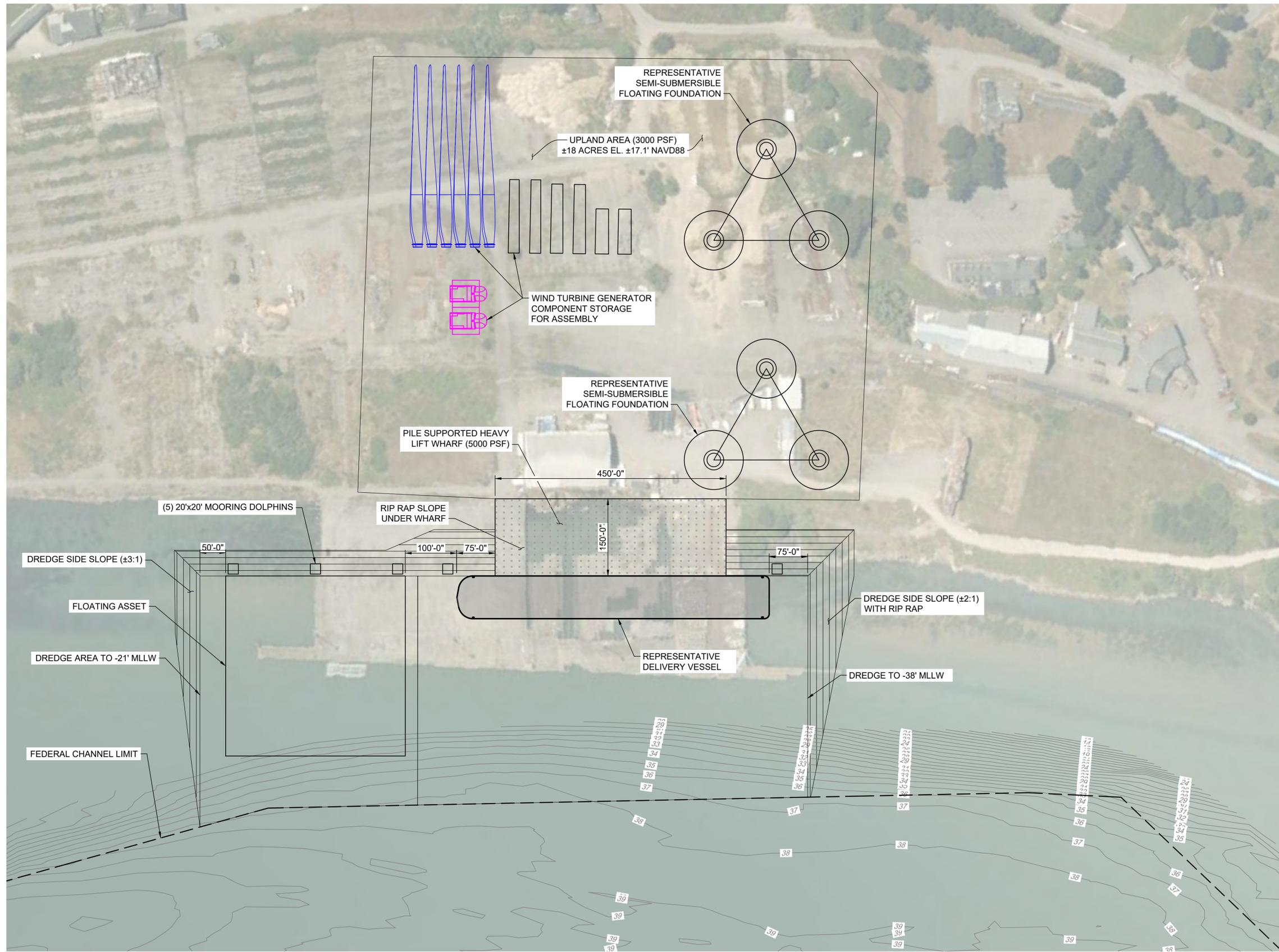


KEY:

- 30" DIA. CONCRETE-FILLED STEEL PIPE PILE
- 18" DIA. CONCRETE-FILLED STEEL PIPE PILE FOR CATWALK SUPPORT

NOTE:

1. PILE PLAN FOR PHASE 2A BUILD-OUT SHOWN.



LAYOUT NOTES

1. LAYOUT SHOWN IS FOR PHASE 2B OF TERMINAL BUILD OUT. THIS LEVEL OF BUILD OUT IS MEANT TO SUPPORT A SMALL SCALE COMMERCIAL PROJECT.
2. PHASE 2B REPRESENTS THE MINIMUM QUAY LENGTH AND INFILL/UPLAND LAYDOWN AREA REQUIRED TO FABRICATE AND LOADOUT FLOATING FOUNDATIONS AND INSTALL OF WTG COMPONENTS ONTO THE FOUNDATION.
3. PHASE 2B BUILD OUT REQUIRES SHARING OF BERTH LENGTH FOR ALL ACTIVITIES:
 - 3.1. DELIVERY OF WTG COMPONENTS
 - 3.2. LOAD OUT OF FABRICATED FOUNDATION ONTO FLOATING ASSET
 - 3.3. INSTALLATION OF WTG COMPONENTS ONTO FLOATING FOUNDATION
 - 3.4. RIGGING OF FOUNDATION FOR TOW OUT TO INSTALLATION SITE
4. ADDITIONAL BUILD OUT FOR LARGE COMMERCIAL SCALE INSTALLATIONS (PHASE 3 & 4) WILL LIKELY BE REQUIRED.
5. THIS LAYOUT SHOULD BE CONSIDERED PRELIMINARY AND IS BASED ON AVAILABLE INFORMATION.
6. WIND TURBINE COMPONENTS SHOWN ARE REPRESENTATIVE IN SIZE THAT WILL BE STAGED ON THE THE TERMINAL.
7. LENGTH OF QUAY ALLOWS FOR WTG COMPONENT DELIVERY BY EITHER BULK CARRIER VESSEL OR BARGE.
8. FABRICATION PROCESS AND LAYOUT IS NOT SHOWN. THIS WILL BE SPECIFIC TO TYPE AND MATERIAL OF FOUNDATION AND LOGISTICS PLAN OF THE TERMINAL USER.
9. FLOATING ASSET IS ASSUMED TO BE A SEMI-SUBMERSIBLE BARGE. SIZING IS TO ACCOMMODATE ASSUMED FOUNDATION SIZE.
10. FOUNDATION SIZE HAS BEEN SCALED FROM EXISTING SEMI-SUBMERSIBLE INSTALLATIONS TO ACCOMMODATE 12-MW TURBINE UNIT.

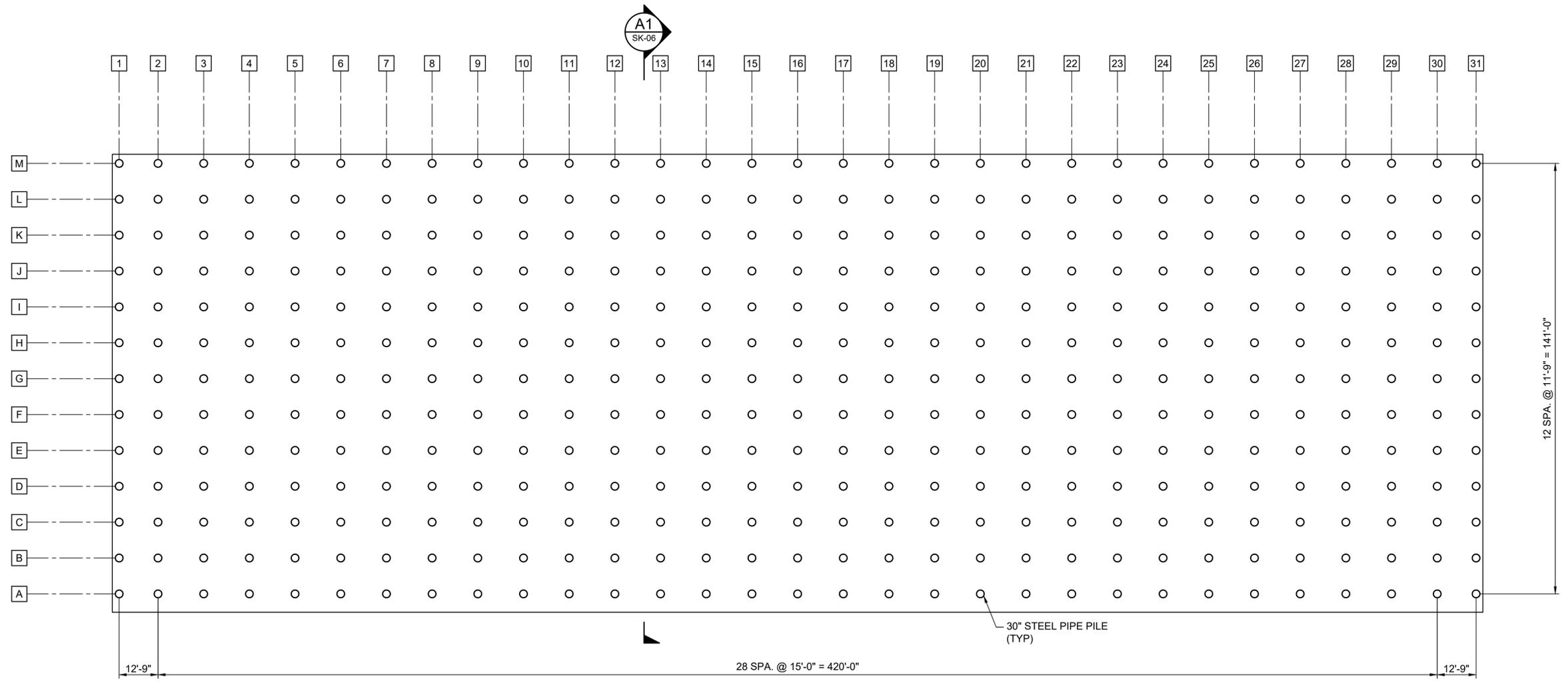
PHASE 2B TERMINAL OPERATIONS

- A. WTG COMPONENTS (TOWERS, TURBINES, AND BLADES) ARE DELIVERED TO THE TERMINAL VIA BARGE OR VESSEL AND UNLOADED BY A LAND-BASED CRANE AND STAGED ON THE UPLANDS.
- B. REQUIRED FOUNDATION MATERIAL IS DELIVERED TO THE SITE VIA DELIVERY VESSEL AND/OR UPLAND TRUCKS OR RAIL.
- C. FOUNDATIONS ARE FABRICATED IN SERIAL MANNER, MOVING FROM WEST TO EAST. FOUNDATION MOVEMENT IS DONE VIA SELF PROPELLED MODULAR TRANSPORTER (SPMT) OR SKIDDING SYSTEM.
- D. COMPLETED FOUNDATION IS MOVED QUAYSIDE AND FLOATING ASSET IS BROUGHT TO BERTH (VIA TUG POWER) AND SECURED IN POSITION.
- E. FOUNDATION IS LOADED OUT ONTO FLOATING ASSET VIA SPMT OR SKID SYSTEM.
- F. FLOATING ASSET IS MOVED (VIA TUG) TO DEEP WATER TO THE SOUTH OF THE TERMINAL.
- G. FLOATING ASSET IS BALLASTED DOWN AND SUBMERGED UNTIL FOUNDATION BECOMES BUOYANT.
- H. FLOATING FOUNDATION IS ATTACHED TO TUGS AND TOWED BACK TO BERTH.
- I. WTG COMPONENTS ARE INSTALLED ONTO FOUNDATION VIA LAND BASED CRANE.
 - I.A. FOUNDATION PRODUCTION LINE IS INTERRUPTED TO ACCOMMODATE WTG COMPONENT MOVEMENT AND INSTALLATION
- J. COMPLETE FLOATING TURBINE ASSEMBLY IS CONNECTED TO OCEAN GOING TUGS AND TOWED TO INSTALLATION SITE.

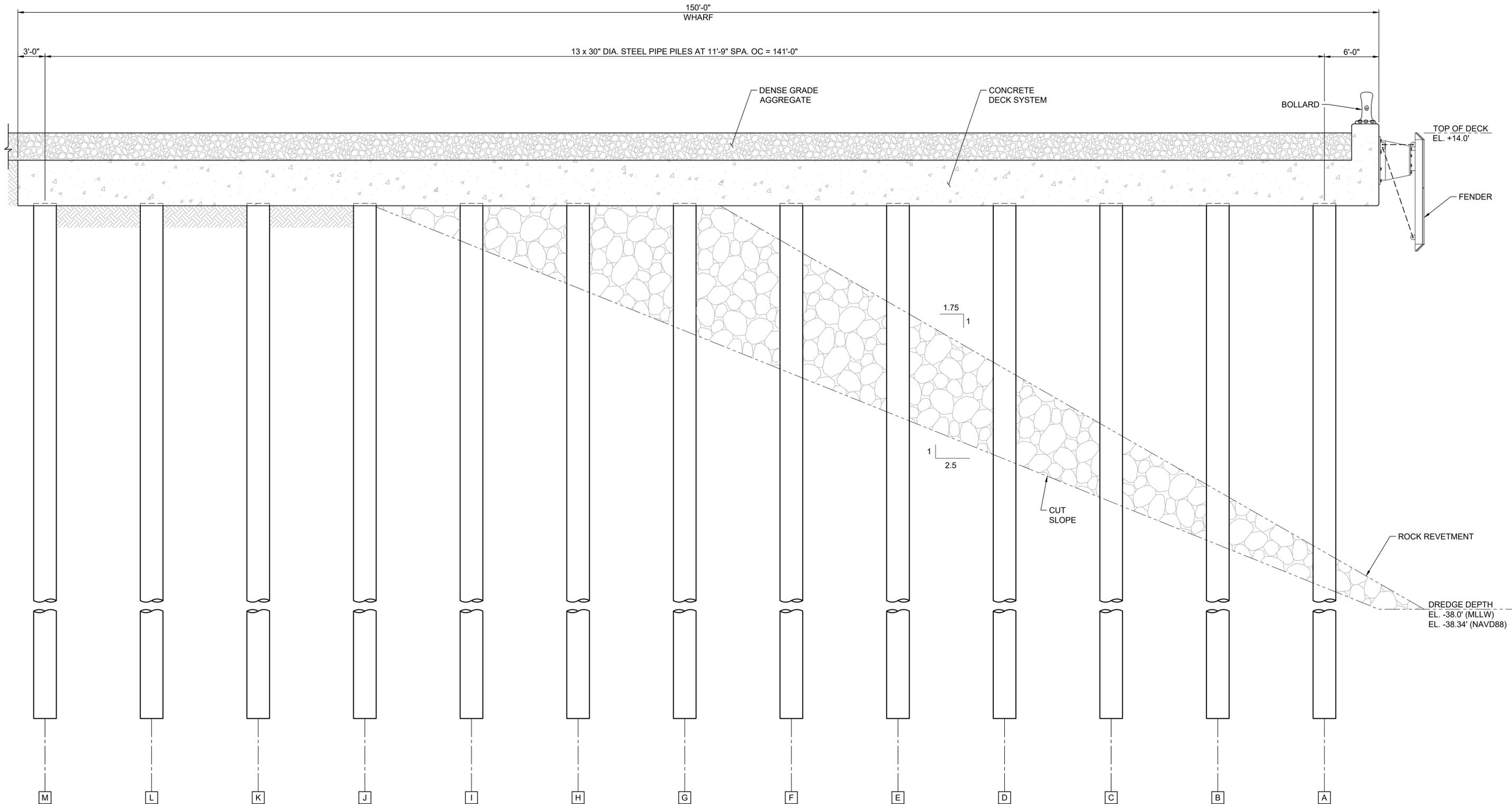
DRAWING NOTES

1. TERMINAL GRADE AT THE BERTH IS +17.1± NAVD88 IN ORDER TO BE ABOVE CURRENT FEMA 100 YEAR FLOOD ELEVATION AND FUTURE SEA LEVEL RISE.
2. ALL BOUNDARIES AND AREAS ARE APPROXIMATE.
3. BATHYMETRIC INFORMATION SHOWN IN FT MLLW.





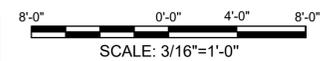
NOTE:
 1. PILE PLAN FOR PHASE 2B BUILD-OUT SHOWN.



NOTE

- ELEVATIONS ARE REFERENCED TO NAVD88 UNLESS OTHERWISE NOTED.

CONCEPTUAL DRAWING
NOT TO BE USED FOR CONSTRUCTION

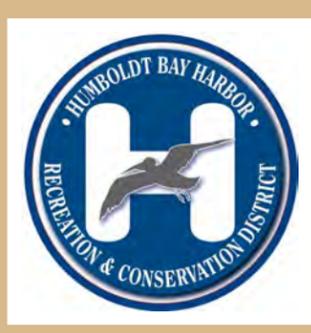


REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of JULIAN BERG DESIGNS and shall not be reused in whole or part for any other project without JULIAN BERG DESIGNS written authorization.

PACIFIC OCEAN



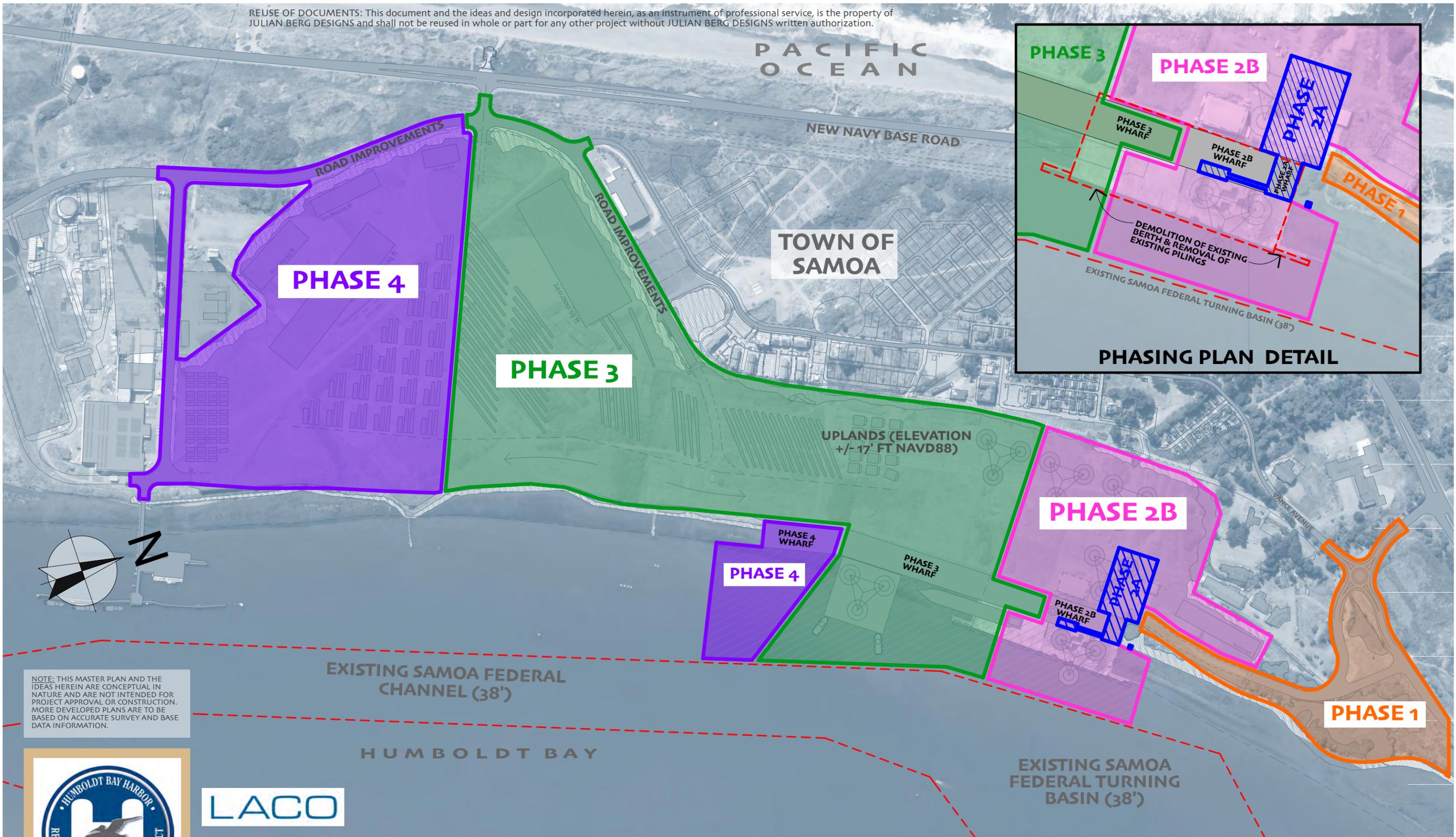
NOTE: THIS MASTER PLAN AND THE IDEAS HEREIN ARE CONCEPTUAL IN NATURE AND ARE NOT INTENDED FOR PROJECT APPROVAL OR CONSTRUCTION. MORE DEVELOPED PLANS ARE TO BE BASED ON ACCURATE SURVEY AND BASE DATA INFORMATION.



HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL MASTER PLAN

JULIAN BERG DESIGNS
 ARCHITECTURE & PLANNING
 ARCATA, CALIFORNIA, 95521
 julianbergdesigns.com
 TEL: (707) 407-8870

7.29.21

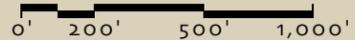


NOTE: THIS MASTER PLAN AND THE IDEAS HEREIN ARE CONCEPTUAL IN NATURE AND ARE NOT INTENDED FOR PROJECT APPROVAL OR CONSTRUCTION. MORE DEVELOPED PLANS ARE TO BE BASED ON ACCURATE SURVEY AND BASE DATA INFORMATION.



LACO

moftatt & nichol



HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL PHASING PLAN

JULIAN BERG DESIGNS
ARCHITECTURE & PLANNING
ARCATA, CALIFORNIA, 95521
julianbergdesigns.com
TEL: (707) 407-8870

7.29.21

HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL

EUREKA, CALIFORNIA

Attachment 3

Cost Estimates

Submitted by:



Opinion of Probable Cost



Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 1
PIDP Grant Estimate

Date : 29-Jul-2021
Project No. : 210807

Item	Description	Quantity	Unit	Unit Price	Subtotal	TOTAL
1	Contractor Mobilization/Demobilization					\$470,000
1.1	Construction Mobilization	1	ls	\$470,000	\$470,000	
2	Wharf					\$9,540,000
2.1	Demolition of Existing Structure in Berth Area	180,000	sf	\$53	\$9,540,000	
3	Uplands					\$903,700
3.1	Access Road	1	ls	\$903,700	\$903,700	
	Direct Costs Subtotal					\$10,913,700
4	Construction Indirects					\$3,387,800
4.1	Supervision (General Conditions)	12	%		\$1,309,700	
4.2	Bonds & Insurance	2	%		\$244,500	
4.3	Corporate Overhead & Profit	15	%		\$1,833,600	
	Total Construction Costs					\$14,301,500
5	Contingency					\$4,290,600
5.1	Design Contingency	15	%		\$2,145,300	
5.2	Owner Contingency	5	%		\$715,100	
5.3	Construction Contingency	10	%		\$1,430,200	
	Total Construction Costs with Contingency					\$18,592,100
6	Soft Costs					\$5,947,900
6.1	Planning Studies	1	ls	\$100,000	\$100,000	
6.2	Field Investigations	1	ls	\$1,040,900	\$1,040,900	
6.3	Engineering Design	1	ls	\$2,099,400	\$2,099,400	
6.4	Construction Management/Support	2.5	%	\$357,600	\$357,600	
6.5	Permitting CEQA/NEPA	1	ls	\$1,500,000	\$1,500,000	
6.6	Environmental Mitigation	1	ls	\$850,000	\$850,000	
	Total Project Cost					\$24,540,000

Opinion of Probable Cost



**Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 1
PIDP Grant Estimate**

Date : 29-Jul-2021
Project No. : 210807

- Notes:**
- 1) Costs are for Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 1 only.
 - 2) Engineering costs for Phase 1 include 100% design for Phase 1 and design for permitting for Phase 2B.
 - 3) Pricing is based on 2021 US dollars.
 - 4) Estimate based on all dredge material deposited on site, no tipping fees considered or carried.
 - 5) Volumes for uplands site preparation and required berth improvements are based on currently available bathymetric, topographic and geotechnical information. Additional geotechnical explorations will be required. Results of this additional exploration program may require price adjustment.
 - 6) Estimate based on piles driven to grade with no obstructions.
 - 7) Pricing assumes all resources are readily available locally.
 - 8) Price is based on unencumbered contractor access to the site.
 - 9) Price does not include any costs for construction site property lease or acquisition expenses.
 - 10) No extreme weather risk included (force majeure).
 - 11) Price is based on currently available geotechnical information. Additional geotechnical explorations will be required. Results of this additional exploration program may require price update. Estimated fee for additional geotechnical exploration has been included.
 - 12) Cost escalation is not included.
 - 13) Price does not include environmental restrictions.
 - 14) Price does not include any associated costs due to hazardous waste.
 - 15) Price does not include any associated costs due to rock dredging.
 - 16) Price does not include any associated costs due to pile driving/drilling into rock.
 - 17) Price does not include any costs for post construction site remediation or reconstruction
 - 18) Costs for owner's project management or overhead expenses are not included.
 - 19) The estimate is a Class 5 Estimate and is considered accurate to -30% to +40%, in accordance with the AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System.

When reviewing the above estimated costs it is important to note the following:

- The costs have been developed based on historical and current data using in-house sources.
- A contingency amount has been included to cover undefined items, due to the level of engineering carried out at this time. The contingency is not a reflection of the accuracy of the estimates but covers items of work which will have to be performed, and elements of costs which will be incurred, but which are not explicitly detailed or described due to the level of investigation, engineering and estimating completed at the time of the estimate.
- This construction cost estimate is an 'Opinion of Probable Cost' made by a consultant. In providing opinions of construction cost, it is recognized that neither the client nor the consultant has control over the cost of labor, equipment, materials, or the contractor's means and methods of determining constructability, pricing or schedule. This opinion of construction cost is based on the consultant's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that contractor's bids or negotiated prices for the work will not vary from the client's.

Opinion of Probable Cost



Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 2A
PIDP Grant Estimate

Date : 29-Jul-2021
Project No. : 210807

Incremental Cost from
Phase 2A to Phase 2B

Item	Description	Quantity	Unit	Unit Price	Subtotal	TOTAL	Subtotal	TOTAL
1	Contractor Mobilization/Demobilization					\$2,012,000		\$1,541,600
1.1	Construction Mobilization	1	ls	\$1,512,000	\$1,512,000		\$1,041,600	
1.2	Mechanical Dredge Mobilization	1	ls	\$500,000	\$500,000		\$500,000	
2	Wharf					\$18,874,800		\$9,334,800
2.1	Demolition of Existing Structure in Berth Area	180,000	sf	\$53	\$9,540,000		\$0	
2.2	Pile-Supported Wharf (Steel Piles & Concrete Superstructure)	12,750	sf	\$437	\$5,571,800		\$5,571,800	
2.3	Concrete Fill for Wharf Piles (Seismic)	1,400	cy	\$250	\$350,000		\$350,000	
2.4	Installation of Dense Graded Aggregate Topping Surface	2,900	tons	\$35	\$101,500		\$101,500	
2.5	Rock Revetment In Wharf Area	27,000	tons	\$48	\$1,296,000		\$1,296,000	
2.6	Foundation Mooring Structure	4,050	sf	\$437	\$1,769,900		\$1,769,900	
2.7	Concrete Fill for Foundation Mooring Structure Piles (Seismic)	482	cy	\$250	\$120,600		\$120,600	
2.8	Catwalk	1	ls	\$125,000	\$125,000		\$125,000	
3	Earth Fill and Dredge					\$10,420,700		\$10,420,700
3.1	Mechanical Dredge in Berth Area (Place at RMT1&2)	267,500	cy	\$35	\$9,362,500		\$9,362,500	
3.2	Rip Rap on Dredge Side Slopes (North of Wharf)	10,900	tons	\$48	\$523,200		\$523,200	
3.3	Stockpile of Soil (at RMT1&2)	267,500	cy	\$2	\$535,000		\$535,000	
4	Uplands					\$1,882,500		\$978,800
4.1	Grading and Compaction of Uplands Soils	87,200	sf	\$0.96	\$83,800		\$83,800	
4.2	Installation of Dense Graded Aggregate Topping Surface	13,000	tons	\$35	\$455,000		\$455,000	
4.3	Site Stormwater system	2	ac	\$100,000	\$200,000		\$200,000	
4.4	Site Water system	2	ac	\$20,000	\$40,000		\$40,000	
4.5	Site Electrical system	2	ac	\$100,000	\$200,000		\$200,000	
4.6	Access Road	1	ls	\$903,700	\$903,700		\$0	
5	Mooring Dolphins					\$2,412,000		\$2,412,000
5.1	Mooring Dolphins for Vessel	2	ea	\$1,206,000	\$2,412,000		\$2,412,000	
Direct Costs Subtotal						\$35,602,000		\$24,687,900
6	Construction Indirects					\$11,051,000		\$7,663,300
6.1	Supervision (General Conditions)	12	%		\$4,272,300		\$2,962,600	
6.2	Bonds & Insurance	2	%		\$797,500		\$553,100	
6.3	Corporate Overhead & Profit	15	%		\$5,981,200		\$4,147,600	
Total Construction Costs						\$46,653,000		\$32,351,200
7	Contingency					\$13,996,000		\$9,705,500
7.1	Design Contingency	15	%		\$6,998,000		\$4,852,700	
7.2	Owner Contingency	5	%		\$2,332,700		\$1,617,600	
7.3	Construction Contingency	10	%		\$4,665,300		\$3,235,200	
Total Construction Costs with Contingency						\$60,649,000		\$42,056,700
8	Soft Costs					\$6,756,700		\$809,000
8.1	Planning studies	1	ls	\$100,000	\$100,000		\$0	
8.2	Field investigations	1	%		\$1,040,900		\$0	
8.3	Engineering Design	4.5	%		\$2,099,400		\$0	
8.4	Construction Management/Support	2.5	%		\$1,166,400		\$809,000	
8.5	Permitting CEQA/NEPA	1	ls	\$1,500,000	\$1,500,000		\$0	
8.6	Environmental Mitigation	1	ls	\$850,000	\$850,000		\$0	
Total Project Cost						\$67,405,700		\$42,865,700

Opinion of Probable Cost



Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 2A
PIDP Grant Estimate

Date : 29-Jul-2021
Project No. : 210807

- Note:**
- 1) Costs are for Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 2A only.
 - 2) Engineering design fee is independent of Phase 1 Engineering fee.
 - 3) Pricing is based on 2021 US dollars.
 - 4) Estimate based on all dredge material deposited on site, no tipping fees considered or carried.
Volumes for uplands site preparation and required berth improvements are based on currently available bathymetric, topographic and geotechnical information. Additional geotechnical explorations will be required. Results of this additional exploration program may require price adjustment.
 - 6) Estimate based on piles driven to grade with no obstructions.
 - 7) Pricing assumes all resources are readily available locally.
 - 8) Price is based on unencumbered contractor access to the site.
 - 9) Price does not include any costs for construction site property lease or acquisition expenses.
 - 10) No extreme weather risk included (force majeure).
Price is based on currently available geotechnical information. Additional geotechnical explorations will be required. Results of this additional exploration program may require price adjustment. Estimated fee for additional geotechnical exploration has been included.
 - 11) exploration program may require price adjustment. Estimated fee for additional geotechnical exploration has been included.
 - 12) Cost escalation is not included.
 - 13) Price does not include environmental restrictions.
 - 14) Price does not include any associated costs due to hazardous waste.
 - 15) Price does not include any associated costs due to rock dredging.
 - 16) Price does not include any associated costs due to pile driving/drilling into rock.
 - 17) Price does not include any costs for post construction site remediation or reconstruction
 - 18) Costs for owner's project management or overhead expenses are not included.
 - 19) The estimate is a Class 5 Estimate and is considered accurate to -30% to +40%, in accordance with the AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System.

When reviewing the above estimated costs it is important to note the following:

- The costs have been developed based on historical and current data using in-house sources.
- A contingency amount has been included to cover undefined items, due to the level of engineering carried out at this time. The contingency is not a reflection of the accuracy of the estimates but covers items of work which will have to be performed, and elements of costs which will be incurred, but which are not explicitly detailed or described due to the level of investigation, engineering and estimating completed at time of estimate.
- This construction cost estimate is an 'Opinion of Probable Cost' made by a consultant. In providing opinions of construction cost, it is recognized that neither the client nor the consultant has control over the cost of labor, equipment, materials, or the contractor's means and methods of determining constructability, pricing or schedule. This opinion of construction cost is based on the consultant's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that contractor's bids or negotiated prices for the work will not vary from the client's.

Opinion of Probable Cost



Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 2B
PIDP Grant Estimate

Date : 29-Jul-2021
Project No. : 210807

Incremental Cost from
Phase 2A to Phase 2B

Item	Description	Quantity	Unit	Unit Price	Subtotal	TOTAL	Subtotal	TOTAL
1	Contractor Mobilization/Demobilization					\$3,899,000		\$1,887,000
1.1	Construction Mobilization	1	ls	\$3,399,000	\$3,399,000		\$1,887,000	
1.2	Mechanical Dredge Mobilization	1	ls	\$500,000	\$500,000		\$0	
2	Wharf					\$47,191,400		\$28,316,600
2.1	Demolition of Existing Structure in Berth Area	180,000	sf	\$53	\$9,540,000		\$0	
2.2	Demolition of Existing Structure in Semi-Sub Barge Area	100,000	sf	\$53	\$5,300,000		\$5,300,000	
2.3	Pile-Supported Wharf (Steel Piles & Concrete Superstructure)	66,000	sf	\$437	\$28,842,000		\$21,375,300	
2.4	Concrete Fill for Wharf Piles (Seismic)	6,800	cy	\$250	\$1,700,000		\$1,229,400	
2.5	Installation of Dense Graded Aggregate Topping Surface	14,667	cy	\$35	\$513,400		\$411,900	
2.6	Rock Revetment Beneath Wharf	27,000	tons	\$48	\$1,296,000		\$0	
3	Earth Fill and Dredge					\$12,624,400		\$2,203,700
3.1	Mechanical Dredge in Berth Area (Place at RMT1&2)	267,500	cy	\$35	\$9,362,500		\$0	
3.2	Mechanical Dredge in Semi-Sub Barge Area (Place at RMT1&2)	57,100	cy	\$35	\$1,998,500		\$1,998,500	
3.3	Rip Rap on Dredge Side Slopes (North of Wharf)	10,900	tons	\$48	\$523,200		\$0	
3.4	Soil Cut from Uplands	18,200	cy	\$5	\$91,000		\$91,000	
3.5	Stockpile of Soil (at RMT1&2)	324,600	cy	\$2	\$649,200		\$114,200	
4	Uplands					\$9,683,500		\$7,801,000
4.1	Grading and Compaction of Uplands Soils	784,100	sf	\$0.96	\$752,800		\$669,000	
4.2	Installation of Dense Graded Aggregate Topping Surface	116,200	cy	\$35	\$4,067,000		\$3,612,000	
4.3	Site Stormwater system	18	ac	\$100,000	\$1,800,000		\$1,600,000	
4.4	Site Water system	18	ac	\$20,000	\$360,000		\$320,000	
4.5	Site Electrical system	18	ac	\$100,000	\$1,800,000		\$1,600,000	
4.6	Access Road	1	ls	\$903,700	\$903,700		\$0	
5	Mooring Dolphins					\$6,030,000		\$3,618,000
5.1	Mooring Dolphins for Vessel	2	ea	\$1,206,000	\$2,412,000		\$0	
5.2	Mooring Dolphins for Semi-Sub Barge	3	ea	\$1,206,000	\$3,618,000		\$3,618,000	
Direct Costs Subtotal						\$79,428,300		\$43,826,300
6	Construction Indirects					\$24,654,600		\$13,603,600
6.1	Supervision (General Conditions)	12	%		\$9,531,400		\$5,259,100	
6.2	Bonds & Insurance	2	%		\$1,779,200		\$981,700	
6.3	Corporate Overhead & Profit	15	%		\$13,344,000		\$7,362,800	
Total Construction Costs						\$104,082,900		\$57,429,900
7	Contingency					\$31,225,000		\$17,229,000
7.1	Design Contingency	15	%		\$15,612,500		\$8,614,500	
7.2	Owner Contingency	5	%		\$5,204,200		\$2,871,500	
7.3	Construction Contingency	10	%		\$10,408,300		\$5,743,000	
Total Construction Costs with Contingency						\$135,307,900		\$74,658,900
8	Soft Costs					\$9,926,800		\$3,170,100
8.1	Planning studies	1	ls	\$100,000	\$100,000		\$0	
8.2	Field investigations	1	%		\$1,040,900		\$0	
8.3	Engineering Design	4.5	%		\$4,683,800		\$2,584,400	
8.4	Construction Management/Support	2.5	%		\$2,602,100		\$1,435,700	
8.5	Permitting CEQA/NEPA	1	ls	\$1,500,000	\$1,500,000		\$0	
8.6	Environmental Mitigation	1	ls	\$850,000	\$850,000		\$0	
Total Project Cost						\$145,234,700		\$77,829,000

Opinion of Probable Cost



Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 2B
PIDP Grant Estimate

Date : 29-Jul-2021
Project No. : 210807

- Notes:**
- 1) Costs are for Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal - Phase 2B only.
 - 2) Pricing is based on 2021 US dollars.
 - 3) Estimate based on all dredge material deposited on site, no tipping fees considered or carried.
 - 4) geotechnical information. Additional geotechnical explorations will be required. Results of this additional exploration program may require price adjustment.
 - 5) Estimate based on piles driven to grade with no obstructions.
 - 6) Pricing assumes all resources are readily available locally.
 - 7) Price is based on unencumbered contractor access to the site.
 - 8) Price does not include any costs for construction site property lease or acquisition expenses.
 - 9) No extreme weather risk included (force majeure).
 - 10) Price is based on currently available geotechnical information. Additional geotechnical explorations will be required. Results of this additional exploration program may require price update. Estimated fee for additional geotechnical exploration has been included.
 - 11) Cost escalation is not included.
 - 12) Price does not include environmental restrictions.
 - 13) Price does not include any associated costs due to hazardous waste.
 - 14) Price does not include any associated costs due to rock dredging.
 - 15) Price does not include any associated costs due to pile driving/drilling into rock.
 - 16) Price does not include any costs for post construction site remediation or reconstruction
 - 17) Costs for owner's project management or overhead expenses are not included.
 - 18) The estimate is a Class 5 Estimate and is considered accurate to -30% to +40%, in accordance with the AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System.

When reviewing the above estimated costs it is important to note the following:

- The costs have been developed based on historical and current data using in-house sources.
- A contingency amount has been included to cover undefined items, due to the level of engineering carried out at this time. The contingency is not a reflection of the accuracy of the estimates but covers items of work which will have to be performed, and elements of costs which will be incurred, but which are not explicitly detailed or described due to the level of investigation, engineering and estimating completed at the time of the estimate.
- This construction cost estimate is an 'Opinion of Probable Cost' made by a consultant. In providing opinions of construction cost, it is recognized that neither the client nor the consultant has control over the cost of labor, equipment, materials, or the contractor's means and methods of determining constructability, pricing or schedule. This opinion of construction cost is based on the consultant's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that contractor's bids or negotiated prices for the work will not vary from the client's.

***HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT***

RESOLUTION NO. 2021-11

A RESOLUTION AUTHORIZING THE SUBMISSION OF A PORT INFRASTRUCTURE DEVELOPMENT GRANT APPLICATION FOR THE CONSTRUCTION OF A NEW HEAVY LIFT MULTIPURPOSE TERMINAL TO SUPPORT THE OFFSHORE WIND INDUSTRY

WHEREAS, on March 29th, 2021, the President Biden Administration announced a whole of government approach to catalyze offshore wind energy, strengthen the domestic supply chain, and create good-paying jobs, and

WHEREAS, as part of the Administration's announcement, the federal Department of Transportation's Maritime Administration announce funding under the Port Infrastructure Development Program (PIDP) to invest in port infrastructure to support offshore wind, and

WHEREAS, the PIDP grants are intended to support projects that strengthen and modernize port infrastructure and can support shore -side wind energy projects, such as storage areas, laydown areas, and docking of wind energy vessels to load and move items to offshore wind farms, and

WHEREAS, the federal Bureau of Energy Management (BOEM) has announced its intention to lease both the Humboldt and Morro Bay Call Areas in early 2022, and

WHEREAS, the Humboldt Call Area is approximately 30 miles directly offshore of Humboldt Bay and the State of California has projected that approximately 1.6 gigawatts of electricity will be generated from the Humboldt Call Area and the Morro Bay Call Area is projected to produce an additional three giga watts of electricity by 2030, and

WHEREAS, BOEM has also identified future call areas off the Cape Mendocino and Del Norte Coast which are approximately 122 miles from Humboldt Bay and capable of producing a combined total of approximately 12.8 giga watts of electricity;

WHEREAS, the Department of Defense has announced funding to the State of California to study the development of an undersea power line to go from the Humboldt, Mendocino, and Del Norte Call area to the San Fransisco metropolitan area grid system, and

WHEREAS, the California Governor Newsom Administration is coordinating closely with the Biden Administration to implement offshore wind off the California Coast and has formally budgeted and committed \$11 million in funding to support the Port of Humboldt Bay's PDIP grant

application to develop port infrastructure, and an additional \$9 million for transmission reports, public and tribal outreach, and to begin the environmental review process.

WHEREAS, the Port has identified and prepared a master plan on approximately 170 acres of existing coastal dependent industrial lands to develop a new heavy lift terminal, upland tarmac, and manufacturing facilities which when fully developed will make Humboldt Bay the west coast hub for offshore wind, and

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Authorizes the submission of a grant application under the Port Infrastructure Development Program to permit and develop a strengthen and modernized port facilities at Redwood Marine Terminal I.

SECTION 2. The Executive Director is authorized to sign all documents associated with the grant application.

SECTION 3. The Board commits to utilizing the \$11 million in State of California funding and to provide an additional \$375,000 for project development; and \$690,000 of Harbor District in kind Staff time to implement the project.

SECTION 4. The Board conditionally commits \$76,935,000 upon approval of NEPA/CEQA environmental review; Coastal Development Permits; and securing a tenant for the project.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **15th day of July 2021** by the following polled vote:

AYES: Dale, Doss, Kullmann, Marks

NOES: 0

ABSENT: Higgins

ABSTAIN: 0

ATTEST: 0



Patrick Higgins, Secretary
Board of Commissioners



Stephen Kullmann, President
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2021-11** entitled,

A RESOLUTION AUTHORIZING THE SUBMISSION OF A PORT INFRASTRUCTURE DEVELOPMENT GRANT APPLICATION FOR THE CONSTRUCTION OF A NEW HEAVY LIFT MULTIPURPOSE TERMINAL TO SUPPORT THE OFFSHORE WIND INDUSTRY

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **15th day of July 2021**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **15th day of July 2021**.



Patrick Higgins, Secretary
Board of Commissioners

COMMISSIONERS

1st Division

Larry Doss

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
October 14, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 8, 2021

TITLE: Accept Resignation for Filing From 1st District Commissioner Larry Doss and Provide Direction to Staff on Filling the Board Vacancy

STAFF RECOMMENDATION: Accept the Resignation of Commissioner Doss for filing and provide direction to staff as appropriate.

SUMMARY: On October 1, 2021 District staff received a letter of resignation from 1st District Commissioner Larry Doss due to a change of residency out of District one. Staff requests direction from the Board on how to fill the vacancy.

DISCUSSION: The District's legal Counsel will provide the Board with its options at the Board meeting.

ATTACHMENTS:

- A. October 1, 2021 letter of Resignation from Commissioner Doss

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Larry Doss
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Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
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Eureka, California 95502-1030



October 1, 2021

To: Fellow Commissioners, Humboldt Bay Harbor, Recreation and Conservation District,

Greetings Commissioners, this letter is to serve as my resignation as a commissioner.

It has been a pleasure working with you, whether we were in full agreement or spirited debates, I have a deep respect for each of you and count you as friends. I believe the way we have worked together to bring the Harbor District to a very promising position with a balanced approach including our duties to ensure harbor commerce, conservation and recreation is a great example of how local government works at its best.

My residence has changed as of today to Orick, which makes me ineligible to serve out my term. Our family move has been an 18 year plan in the works and I expected it would be another year or so out, but I could not pass this opportunity, plus I'm not getting any younger.

I will continue to be a huge fan of Humboldt Bay and of course Humboldt County. If there is anything I can assist the District with in the future, please don't hesitate to ask. I am not going away, just moving within the county. Humboldt has been home for me for over 50 years, I love this county and am always happy to help keep it a majestic place.

Best Regards,

A handwritten signature in black ink, appearing to read "Larry O. Doss". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Larry O. Doss



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STAFF REPORT
HARBOR DISTRICT MEETING
October 14, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 8, 2021

TITLE: Review the progress on Removing the Hazardous Waste at RMT II and the County Department of Health & Human Services Notification of Filing of an Administrative Enforcement Order Regarding Hazardous Material Storage and Reporting and Provide Direction as may be appropriate

STAFF RECOMMENDATION: Receive a report from Staff and provide direction as may be appropriate.

SUMMARY: On September 8, 2021, the District received a Notification of Filing of an Administrative Enforcement Order Regarding Hazardous Material Storage and Reporting the former pulp mill property (RMT II) on the Samoa Peninsula. The order stated that the "As of the Date of this correspondence, the Humboldt Bay Harbor District has not taken the required corrective actions to resolve the violations in the June 1, 2021 Notice of Violations". The Harbor District takes these matter very seriously, and continues to work to remove the hazardous material and to dispose them in certified facilities.

DISCUSSION: On May 27, 2021, the District received a Notice of Violation and Schedule for Compliance where the Harbor District was given until June 28, 2021 to:

- update the CERS
- Update Facility Contact Information including valid email
- Hazardous Waste Inventory
- Emergency Response and Training Plans
- Site map that complies with HSC 25505(a)(2)
- Above Ground Petroleum Storage Act reporting sections of the CERS submittal if applicable.

On June 1, 2021, four days after the May 27th initial Notice of Violation and with 27 days remaining within the compliance period, the Harbor District was given a "Second Notice of

Violation and Schedule for Compliance". In this Second Notice the Harbor District was given until July 1, 2021 to correct the following violations:

1. Submit a completed HMBP via the CERS
2. Dispose of all hazardous material using a licensed.

In compliance with the May 27 and June 1, 2021 Notices, the Harbor District Staff was in regular communication with Department of Environmental Health (DEH) staff and took the following actions to come into compliance:

- May 26, 2021, the Harbor District received a quote from Clean Earth to remove the Hazardous Material.
- June 10, 2021, the Harbor District Board received an open session public disclosure report on the DEH violation and approved a contract with Clean Earth in the amount of \$18,064.20 to remove approximately 810 gallons and 7,250 pounds of regulated waste from the site.
- July 15, 2021, Green Earth removed 75 items with 56 items remaining and pending authorization from hazardous waste disposal site.
- July 15, 2021, Harbor District Board and public received and updated open session report of our efforts to remove the hazardous materials and come into compliance.
- July 29, 2021, Harbor District received a quote and approved a request from Clean Earth for an additional \$1,144 to remove the remaining waste. Note, the initial shipment occurred on 07/15/2021 and the database was updated in the following couple of business days. Those materials which remain on site have been classed, waste profiles created and await shipment based on the receiving site availability or the availability of the incinerator. Rick Luna (Clean Earth).
- August 12, 2021, phone and email correspondence to DEH regrading Harbor District efforts to come into compliance.
- August 12, 2021, Board and public received and updated open session report of our efforts to remove the hazardous materials and come into compliance.
- September 9th Board and public received and updated open session report of our efforts to remove the hazardous materials and come into compliance.
- September 16, 2021 Letter to DEH regrading Harbor District efforts to come into compliance.
- September 29, 2021 in person meeting with DEH regarding settlement of enforcement order.
- October 7, 2021, executed contract amendment with Clean Earth and scheduled pick-up for disposal of remaining Hazardous materials.

It is important to note that on August 10, 2021, the USEPA issued a Memorandum recognizing that due to Covid 19 there is a backlog from June 2021 of containerized hazardous waste and incinerator facilities and issued new guidance to address this backlog (attached).

The record shows that within 30 days of the April 29, 2021 DEH site inspection, the Harbor District had received a quote to remove the material. Fourteen days later, at the next Board meeting, the District Board approved the contract (Note the contract amount is required Harbor District Board approval). Thirty-five days later the contractor removed all material which

would be accepted by the hazardous waste disposal facility and the Harbor District has been in regular communication with both DEH and our contractor regarding the removal and proper disposal of the remaining items. The removal of hazardous waste must be completed in strict compliance with the rules and regulations.

ATTACHMENTS:

- A.** Response to September 29, 2021 in Person Meeting Regarding Notice of Filing an Administrative Enforcement Order Dated September 8, 2021 (UPA#21-002).
- B.** September 16, 2021 District Response to DEH
- C.** September 8, 2021 DEH Notice of Filing of an Administrative Enforcement Order with Attachments



COMMISSIONERS

1st Division

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2nd Division

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TO: Melissa Martel, Director, Humboldt County Environmental Health Division
Maje Hoyos, Supervising Environmental Health Specialist
Mathew Swoveland, Senior Hazardous Materials Specialist

FROM: Larry Oetker, Executive Director

DATE: September 30, 2021

SUBJECT: Response to September 29, 2021 in Person Meeting Regarding Notice of Filing an Administrative Enforcement Order Dated September 8, 2021 (UPA#21-002).

The Harbor District appreciates the Department of Health and Human Services (DEH) flexibility in resolving this issue. As you know, the Harbor District acquired the former pulp mill in late 2014 because the site was largely abandoned, was a threat to Humboldt Bay, groundwater, and human health as the site contained approximately 30 bulk storage tanks in various states of decay containing approximately 4 million gallons of pulping liquor - a highly corrosive liquid (> 13 pH) and approximately 10,000 gallons of sulfuric and hydrochloric acids. In addition, approximately 10,000 gallons of fuel and turpentines, as well as over 3,000 tons of corrosive sludges were on-site. The site also contained a wide variety of hazardous materials that were scattered throughout the property and contained contaminated soil and groundwater.

The Harbor District acquired the property because it was determined to be an imminent threat to Humboldt Bay and no private or government agency would take over the responsibility for cleaning up this blighted and contaminated piece of property. Once the Harbor District took ownership, the District developed a strong partnership with the USEPA, State Water Quality Control Board, and other partners to systematically clean up the site. The USEPA and Harbor District have both invested millions of dollars in our joint clean-up efforts. One well documented example is the \$1.25 million clean-up loan the Harbor District took from Coast Seafoods, and another is the \$4.5 million new market tax credit loan. The Harbor District has consistently invested thousands of dollars annually towards cleanup. It is estimated that the USEPA has invested somewhere between \$10 to \$18 million on this site. Most recently in 2021, the Harbor District removed lead contaminated soil to Kettleman Hills Landfill; and is pending approval from the State Water Board to remove several hundred thousand gallons of liquids that have been determined through testing to be non-hazardous; and is pending authorization from an hazardous waste disposal facility to properly dispose of the last of the approximately 810 gallons and 7,250 pounds of regulated waste that remain onsite from the former pulp mill.

Since the acquisition, the Harbor District and our regulatory partners hat met every two months to go over the known hazardous materials, groundwater, soil, and soil gas sampling and to discuss and to strategize on how to remediate priority cleanup areas and to find solutions to cleaning up this problem

site. Early in the cleanup process it was quickly determined that this site was not going to be a quick and easy project. Time, patience, cooperation, and consistent and strategic remediation would be required. It has been well reported in the local media that some in our community believe the Harbor District should never have taken on this project because the Harbor District did not have the financial means to take on this colossal project. However, right or wrong, the Harbor District Board determined that the threat to Humboldt Bay and human health required that District to take on this project and we have been steadfast in our determination to clean up and adaptively reuse the property.

The partnerships, time, patience, cooperation, and consistent and strategic remediation strategy has worked, and we are on the verge of cleaning up the entire site and adaptively reusing the property. Most of the dilapidated structures have been removed, and all of the remaining smokestack, buildings, and miscellaneous infrastructure from the former pulp mill are planned to be removed once the Nordic Aquafarms project is approved in early 2022. The contaminated soils have largely been remediated as groundwater remediation is showing positive signs of progress, and the State Water Board is now in the process of allowing the District to remove some of the monitoring wells. The hazardous waste, which is the source of this specific enforcement action, has been stored inside the warehouse, on pallets on a concrete floor. Where practical, all the material has been stored in new 55-gallon drums properly labeled as hazardous material. The Samoa Fire District regularly tours our facility and is aware of what is onsite and where it is stored. Most of the hazardous material was removed on July 15, 2021, and all of the remaining material from the former pulp mill is under contract for removal pending clearance from the hazardous materials receiving site.

The September 8th DEH Order attached the May 27, 2021 Notice of Violation and Schedule for Compliance where the Harbor District was given until June 28, 2021 to:

- update the CERS
- Update Facility Contact Information including valid email
- Hazardous Waste Inventory
- Emergency Response and Training Plans
- Site map that complies with HSC 25505(a)(2)
- Above Ground Petroleum Storage Act reporting sections of the CERS submittal if applicable.

On June 1, 2021, four days after the May 27th initial Notice of Violation and with 27 days remaining within the compliance period, the Harbor District was given a “Second Notice of Violation and Schedule for Compliance”. In this Second Notice the Harbor District was given until July 1, 2021 to correct the following violations:

1. Submit a completed HMBP via the CERS
2. Dispose of all hazardous material using a licensed.

In compliance with the May 27 and June 1, 2021 Notices, the Harbor District Staff was in regular communication with DEH staff and took the following actions to come into compliance:

- May 26, 2021, the Harbor District received a quote from Clean Earth to remove the Hazardous Material.
- June 10, 2021, the Harbor District Board received an open session public disclosure report on the DEH violation and approved a contract with Clean Earth in the amount of \$18,064.20 to remove approximately 810 gallons and 7,250 pounds of regulated waste from the site.
- July 15, 2021, Green Earth removed 75 items with 56 items remaining and pending authorization from hazardous waste disposal site.

- July 15, 2021, Harbor District Board and public received and updated open session report of our efforts to remove the hazardous materials and come into compliance.
- July 29, 2021, Harbor District received a quote and approved a request from Clean Earth for an additional \$1,144 to remove the remaining waste. Note, the initial shipment occurred on 07/15/2021 and the database was updated in the following couple of business days. Those materials which remain on site have been classed, waste profiles created and await shipment based on the receiving site availability or the availability of the incinerator. Rick Luna (Clean Earth).
- August 12, 2021, phone and email correspondence to DEH regrading Harbor District efforts to come into compliance.
- August 12, 2021, Board and public received and updated open session report of our efforts to remove the hazardous materials and come into compliance.
- September 9th Board and public received and updated open session report of our efforts to remove the hazardous materials and come into compliance.
- September 16, 2021 Letter to DEH regrading Harbor District efforts to come into compliance.
- September 29, 2021 in person meeting with DEH regarding settlement of enforcement order.

As this settlement process moves forward, we will review our records for a more detailed account of the actions taken by the Harbor District to come into compliance and find ways to improve.

The record shows that within 30 days of the April 29, 2021 DEH site inspection, the Harbor District had received a quote to remove the material. Fourteen days later, at the next Board meeting, the District Board approved the contract (Note the contract amount is required Harbor District Board approval). Thirty-five days later the contractor removed all material which would be accepted by the hazardous waste disposal facility and the Harbor District has been in regular communication with both DEH and our contractor regarding the removal and proper disposal of the remaining items.

We are not questioning your authority, but as this process moves forward, we would like to have a better understanding of why DEH accelerated the enforcement schedule with the June 1, 2021 second notice. Had the DEH waited until the completion of the June 28th compliance schedule as outlined in the May 27th Notice of Violation, before they issued the second notice, the Harbor District would have had all the hazardous material which would be accepted removed from the property. HSC Section 25404.1.1(a)(5)(b) specifies that:

(b) In establishing a penalty amount and ordering that the violation be corrected pursuant to this section, the UPA shall take into consideration the nature, circumstances, extent, and gravity of the violation, the violator's past and present efforts to prevent, abate, or clean up conditions posing a threat to the public health or safety or the environment, the violator's ability to pay the penalty, and the deterrent effect that the imposition of the penalty would have on both the violator and the regulated community.

As outline above, the Harbor District takes this matter seriously and has and continues to take corrective actions to come into and remain in compliance. We recognize the violation and want to pursue a settlement to resolve the issue. We believe that our past and current efforts to prevent, abate and clean up the conditions, as well as the fact that the public health, safety, and the environment are better served by not issuing a monetary penalty and instead by allowing the Harbor District to invest scarce

funds into continuing with the successful strategy of cleaning up this site; allowing time; and not accelerating the enforcement schedule.

As we discussed in our September 29th meeting, the Harbor District proposes that the public is better served by allowing the Harbor District credit for 100% of all administrative fines imposed by offsetting the costs to abate the remaining hazardous waste and other contamination that remain on the site, as well as, the staff training on hazardous waste management, hazwoper certifications, and CERS online reporting data entry. The Harbor District is a governmental agency, and any settlement agreement will need to be reviewed and approved by my Board and the public. We plan to put a closed session item under potential litigation (as standard practice) and open session item on the Boards October 14th regular meeting to inform the public and discuss this item. Upon receipt of the proposed written settlement agreement as proposed by DEH, the Harbor District will promptly respond.

COMMISSIONERS
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September 16, 2021

County of Humboldt DHHS
Division of Environmental Health
Melissa Martel, Director
Matthew Swoveland, Senior Hazardous Materials Specialist
100 H Street
Eureka, CA 95501

Re: Case Tracking # UPA21-002

Dear Ms. Martel and Mr. Swoveland,

This letter will serve as acknowledgement of the NOTIFICATION OF FILING OF AN ADMINISTRATIVE ENFORCEMENT ORDER dated September 8, 2021, issued to the Humboldt Bay Harbor District (District) by the County of Humboldt Division of Environmental Health (DEH); the action regards specific Hazardous Materials stored upon District managed premises. This memo will also acknowledge periodic inspections referenced in the order and those steps taken to comply.

As referenced in the Order, acting as the Certified Uniform Program Agency, DEH performed periodic inspections at the site known as Redwood Marine Terminal II (RMT II) for the purposes of identifying the storage and disposal of certain regulated waste. At each of these inspections, DEH and District staff were present and observed the status, volumes, and storage of such waste. It is significant to recognize the controlled methods for waste storage; materials are in secure containers, wrapped on pallets, with secondary containment present where beneficial, all stored in a dry and controlled warehouse or the district shop.

Over the course of those inspections occurring in 2020 and 2021, District staff acknowledged the remaining materials and our desire to dispose of such, however cited the lack of available funding to take such action, further asking DEH staff about programs or available grants to do so, yet none were discovered. Despite the time lapse, the materials remained stored and housed with no eminent threat to public health or the environment.

On, or about May 26, 2021, DEH staff visited the site and notified District staff that the remaining materials must be removed, or potential adverse actions could take place. Concurrent to this,

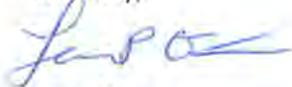
the District reallocated budget to address the waste and accepted a proposal from Clean Earth to classify and remove the regulated waste. On June 10, 2021, District Staff presented the Clean Earth proposal to its Board of Commissioners, who approved the expenditure. Staff contacted Clean Earth the following day and the contract for removal commenced.

Clean Earth profiled the materials and scheduled two shipments based upon the receiving facility volumes and disposal method, with the first shipment leaving RMT II on July 15, 2021, and the second shortly to follow. The first shipment occurred. However, the second shipment continues to be placed on hold due to the unavailability of the receiving site. While all materials are ready for shipment, there continues to be a regional back log occurring at receiving sites, so much so that the USA EPA has acknowledged this challenge and has issued a memo offering accommodation and cooperation amongst the CUPA and the generating sites.

After receiving the September 8th memo, on Friday, September 10, District and DEH staff spoke regarding status and went through the remaining Inventory item by item, updating the CERS database throughout the review. As well, the business plan and current actions were discussed. There are limited additional items outside of the Clean Earth contracted items which are being disposed of locally via HWMA, in limited monthly batches along with those materials which are used in the daily business operations.

Humboldt Bay Harbor District continues communications with Clean Earth, asking them to search for alternate options for disposal, and to provide frequent updates as to progress being made on the receiving facility backlog. As of September 13, the facility continues to offer a pending status of no sooner than 30 days. The Harbor District continues to store the material safely while taking all possible efforts to have the material removed.

Sincerely,



Larry Oetker
Executive Director

Attachments: Clean Earth Contract
Shipping Manifest– July 15, 2021
Communications e-mails
US EPA Memo – August 10, 2021



QUOTE - PROPOSAL

May 26, 2021

Chris Mikkelsen
Humboldt Bay Harbor District
601 Startare Drive
Eureka, California 95501

RE: Chemical Waste Disposal

Dear Chris Mikkelsen,

Thank you for providing Clean Earth Environmental Solutions, Inc. (Clean Earth) the opportunity to service your waste management needs. Clean Earth is a leading provider of environmental and regulated waste management solutions. As an industry leader, we provide a strengthened infrastructure and a broad portfolio of services for customers who generate regulated waste in virtually any industry. Customers receive innovative and sustainable solutions that safeguard the environment, protect people and keep their organizations compliant. We look forward to extending our services to your company.

Based upon the information you have provided to Clean Earth, the services to be provided are outlined as transportation and disposal services, which can include hazardous waste, pharmaceutical waste, universal waste, lab packs, and other waste handling services. Additionally, other items may apply such as labor and equipment to prepare the waste for shipment and UN approved packaging and supplies for compliant transportation and handling. Please see the below pricing schedule:

Based on inventory and Safety Data Sheets provided 5/17/21.

Clean Earth appreciates the opportunity to provide this proposal and we are looking forward to being of service. Please feel free to contact me at (916) 500-1884 or RLuna@harsco.com to discuss this proposal.

This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.



Pricing Details:

Facility	Item	Name	Description	UOM	Price	Qty	Net Price	Minimums
Rancho Cordova	LF08	FRYQUEL	Landfill wet, solids with free liquids, 90% max liquids, solidify, California state codes,	DR55	\$164.00	3	\$492.00	
Rancho Cordova	INC09	FIRST STRIKE FOAM (see note)	Liquids- Lean waters, < 5% chlorinated solvents , <2500 btu	DR5	\$116.00	8	\$928.00	
Rancho Cordova	STAB02-1	CITRIC ACID BAGS placed into 55 gal drums	Solids/Sludges/Liquids (Acidic-D002) with RCRA metals, for stabilization to subtitle C/D landfill	DR55	\$261.00	8	\$2,088.00	
Rancho Cordova	AF04	SAUEREISEN HT MEMBRANE	Alternate fuel, >50% sludge, (<3% halogens), BTU >5,000, for thermal treatment	DR55	\$224.00	11	\$2,464.00	
Rancho Cordova	STAB02-2	STEBBINS REFRACTORY CEMENT POWDER BAGS placed into 55 gal drums	Solids/Sludges/Liquids (Alkaline-D002) with RCRA metals, for stabilization to subtitle C/D landfill	DR55	\$252.00	18	\$4,536.00	
Rancho Cordova	LF07	AR POWDER BAGS placed into 55 gal drums	Landfill ready, regulated, meets treatment standards	DR55	\$158.00	8	\$1,264.00	
							Disposal Subtotal:	\$11,772.00

Facility	Item	Name	Description	UOM	Price	Qty	Net Price	Minimums
Rancho Cordova	TRSTOP5		Transportation (LTL) Zone 5 (>200 RT Miles)	01 - 05 gallon drums and light boxes	\$15.00	8	\$120.00	\$400 Minimum / CBC Maximum per Pickup
Rancho Cordova	TRSTOP5		Transportation (LTL) Zone 5 (>200 RT Miles)	30 - 55 gallon drums	\$52.00	42	\$2,184.00	\$400 Minimum / CBC Maximum per Pickup
							Transportation Subtotal:	\$2,304.00

Facility	Item	Name	Description	UOM	Price	Qty	Net Price	Minimums
Rancho Cordova	SPDM55UO		Drum, Metal, 55 gallon, Recon, Open Top	Each	\$48.00	34	\$1,632.00	
							Supply Subtotal:	\$1,632.00

E&I Estimate:	\$2,356.20
Estimated Total:	\$18,064.20



NOTE: "First Strike Foam" disposal is estimated. Incinerators are currently not accepting this type of waste due to volume/throughput impacts from the pandemic. Pricing may change. This is an estimate only.

Assumptions and Conditions:

1. This section and the terms and conditions apply to this quote.
2. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
For a complete list of process code specifications, visit:
<https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>
3. A minimum charge of \$350 applies to the invoice.
4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy <https://www.cleanearthinc.com/energy-and-insurance-fees/>

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1-5 gallon	35%	<ul style="list-style-type: none"> • These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately • Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price) • The greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate • Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below • Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	



Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

1. Excludes Lab Pack and Light Weight Items
 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
 3. Includes: AF17, INC01, INC02, INC16
 4. All other container sizes are case by case (CBC)

Non-Standard Minimums	
Amount	Container Codes
\$0	RECS1-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise.

Ancillary Charges	Item Code	UOM	Price
Profiling			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
Spec. Discrepancies			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation			
e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	\$25
Minimum Invoice Amount	---	Per Invoice	\$350
Demurrage, after 1-hour loading	TRADMDEM	Hour	\$116
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria: (1.) Excel submitted Inventories; (2.) Maximum of 500 inventory Items; (3.) <5% of items with Trade Names"	ADTECHRWW	Each	\$175

CleanEarth

This Services Agreement ("Agreement") is entered into which the effective date shall be the date of the last signatory hereto, (the "Effective Date") by and between Clean Earth Environmental Solutions, Inc., a Delaware Corporation by and through its subsidiaries or affiliates designated herein ("Clean Earth"), located at 933 First Avenue, Suite 200, King of Prussia, PA 19406, and Humboldt Bay Harbor District, a California State District corporation ("Customer"), located at 601 Startare Drive, Eureka, California 95501

- 1 **Sole Terms.** All Services, defined below, provided by Contractor to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto (collectively, the "Agreement"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Clean Earth unless agreed to by the parties in writing, provided that in the event of a conflict the terms of this Agreement shall prevail.
- 2 **Clean Earth Services.** Upon the issuance of a service order, price sheet, statement of work, manifest, proposal, quote or other similar document (collectively, a "Service Schedule"), Clean Earth will provide Customer the services described therein (the "Services"), which are specifically incorporated and made part of this Agreement.
- 3 **Service Fee.** Customer agrees to pay Clean Earth for the performance of the Services at the fees or rates set forth in a Service Schedule, or, if not specified therein, at Clean Earth's standard fees or rates for such Services at the time the Services are rendered. Clean Earth reserves the right to adjust the amount of each Service Fee from time to time, in its sole discretion. Additionally, Clean Earth may adjust the contract price to account for operational changes it implements to comply with changes in law.
- 4 **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Clean Earth on the due date will be subject to an interest charge on the unpaid balance of 1.5% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds, payments made by credit card may incur additional fees. In addition to Clean Earth's charges for services and products under this Agreement, the Customer shall pay all taxes or other fees imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Clean Earth's net income). Clean Earth shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Clean Earth in a timely manner.
- 5 **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that Clean Earth may, from time to time, impose and/or adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion.
- 6 **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for thirty-six (36) months or until terminated in accordance with Paragraph 7 below ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive renewal terms ("Renewal Term") equal in length to the Initial Term unless either party gives written termination notice at least ninety (90) days before expiration of the Initial Term or any subsequent Renewal Term. On termination by either party, Customer will immediately pay Clean Earth all outstanding balances for Services performed by Clean Earth prior to termination of the Agreement (along with all other monies due to Contractor).
- 7 **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event, that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Clean Earth may immediately suspend Services or cancel this Agreement in its entirety in its sole discretion.
- 8 **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 9 **Customer Warranties.** Customer shall comply with all applicable federal, state and local laws, rules and regulations ("Applicable Laws") and obtain and maintain throughout the term of this Agreement all permits, licenses and other forms of documentation required in order, for a generator to comply with such Applicable Laws. Customer agrees to provide MSDS sheets, if available, for each waste related to the Services, on which Sheet there is an accurate and complete description, and which advises Contractor of the hazards and risks presented to persons, property or the environment when exposed to the waste. Customer shall tender only Wastes under this Agreement which conforms to the information provided and Customer represents that it has no knowledge of any constituent or component not specifically identified in the applicable waste profile sheet that increases the nature or the extent of the hazard or risk. If Clean Earth determines that any unit of waste received from Customer is non-conforming for any reason, Clean Earth may deem all waste that is tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Contractor may, in its sole discretion, reject or revoke acceptance of all non-conforming waste or except for processing all or any part of such waste. If Contractor accepts non-conforming waste, Contractor shall process the waste at its then prevailing rates.
- 10 **Limitation of Liability.** Clean Earth's cumulative, aggregate liability for any reason under any and all legal theories is limited to monetary damages not to exceed the lesser of: (i) Customer's actual damages, or (ii) the total aggregate amount paid by Customer to Clean Earth for the Services in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier.



NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.

11. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify, defend and hold harmless Clean Earth and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement or its negligence or willful misconduct. Customer shall be responsible for all costs of collection hereunder, including reasonable attorney fees and court costs.

12. **Miscellaneous.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State in which the Services are rendered, without regard to the conflict of laws principles thereof. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 10 and 11. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested" or overnight courier to the parties at its location identified at the beginning of this Agreement. This Agreement may be signed on counterparts which together shall form one and the same Agreement. This Agreement may be signed and delivered by electronic signature and shall have the same force as signed manually.

The parties intending to be legally bound, do hereby execute this Agreement as of the date below and represent that the individuals executing this Agreement have the authority to bind their respective entities.

Between: Clean Earth Environmental Solutions, Inc.

And: Humboldt Bay Harbor District

Signature

Name Rick Luna

Title

Date:

Signature

Name Larry Oetker

Title Executive Director

Date: June 11, 2021

Please print or type.

Form Approved. OMB No. 205

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAL000156797	2. Page 1 of 1	3. Emergency Response Phone (877) 577-2669	4. Manifest Tracking Number 000376151 DA				
5. Generator's Name and Mailing Address Humboldt Bay Harbor District 601 STARTARE DRIVE EUREKA CA 95501 Generator's Phone: (707) 497-8801			Generator's Site Address (if different than mailing address) Humboldt Bay Harbor District 601 STARTARE DRIVE EUREKA CA 95501						
6. Transporter 1 Company Name CLEAN EARTH SPECIALTY WASTE SOLUTIONS					U.S. EPA ID Number WNS000110924				
7. Transporter 2 Company Name					U.S. EPA ID Number				
8. Designated Facility Name and Site Address 21ST CENTURY ENVIRONMENTAL MANAGEMENT OF NEVADA, LLC 2285 Kaulbach Drive East FERNLEY, NV 89408 (775) 575-2760					U.S. EPA ID Number NVD980895336				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes	
		1. NON-RCRA HAZARDOUS WASTE, SOLID (SILICA, ALUMINA)		No.	Type				
		2. NON-RCRA HAZARDOUS WASTE, SOLID (SILICA, ALUMINA SILICATE)		10	DM	5000	P	141	
		3. UN3251 CORROSIVE SOLID, ACIDIC, ORGANIC, N.O.S. (CITRIC ACID) 8 PGII		2	DM	1200	P	181	
	X	4. UN3282 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (TRIPHENYL PHOSPHATE, TRIPHENYL PHOSPHATE) 5 PGIII		4	DM	2400	P	331	
X			3	DM	1500	P	221		
14. Special Handling Instructions and Additional Information (1) 1739206-00 - GREENLITE 45-L CR (2) 1739292-00 - REFRACTORY CEMENT P (3) 1739312-00 - ER6(154) CITRIC ACID (4) 1739315-00 - ER6(171) FRYQUEL									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Offeor's Printed/Typed Name Scott Fuller					Signature <i>Scott Fuller</i>			Month Day 7 15	
TRANSPORTER INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:								
	17. Transporter Acknowledgment of Receipt of Materials								
	Transporter 1 Printed/Typed Name KATISKA GONZALEZ					Signature <i>Katiska Gonzalez</i>			Month Day 7 15
Transporter 2 Printed/Typed Name					Signature			Month Day	
DESIGNATED FACILITY	18. Discrepancy								
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
	18b. Alternate Facility (or Generator)					Manifest Reference Number:			
	Facility's Phone:					U.S. EPA ID Number			
	18c. Signature of Alternate Facility (or Generator)								
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H14		2. H14		3. H14		4. H14			
20. Designated-Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a									
Printed/Typed Name Dorcas Barber					Signature <i>Dorcas Barber</i>			Month Day 08 1994	

Order # 4454351



Ordered on 07/09/2021 **Business Segment** IWS **Location** 2210 **Zone #**
Job Started 07/16/2021 **Account Rep** 042 ~~5188~~ Luna
Generator (669367) Humboldt Bay Harbor District **Epa Id** CAL000156797
 601 STARTARE DRIVE
 EUREKA, CA 95501 **Fax #**
Onsite Contact Name **Phone #** (707) 443-0801
Billing (104951) Humboldt Bay Harbor District **Phone #**
Contact Name **PO #**
Sales Coordinator : Jesse McDonald-Ryan
Demurrage Applicable? No **Information needs updating(circle if it does):**
Customer Notes:

Detailed Job Description

WASTE PCKUP: 4 X 55GAL GREENLITE, 3 X 55GAL FRYQUEL, 34 X BAGS OF CITRIC ACID (TO BE LOADED INTO EMPTY DRUMS FOR SHIPMENT), 70 X BAGS OF CEMENT POWDER (TO BE LOADED INTO EMPTY DRUMS FOR SHIPMENT). SUPPLIES: 40 X 55GAL DM OPEN
 TOPSITE CONTACT: SCOTT FULLER 707.496.7278

Manifests 404979-21

Scheduled:

Line	Item	Description	Container	Shipping	Billing
0001	LF07	1739286-00 - GREENLITE 45-L GR (TQ#:Book)	4.00 DM	0.0000 P	0.0000 P
0002	LF07	1739292-00 - REFREACTORY CEMENT POWDER	20.00 DM	0.0000 P	0.0000 P
0003	STAB02-1	1739312-00 - CITRIC ACID (TQ#:Book)	17.00 DM	0.0000 P	0.0000 P
0004	LF08	1739315-00 - FRYQUEL (TQ#:Book)	3.00 DM	0.0000 P	0.0000 P
0005	SPDM55UO	Drum, Metal, 55 gallon, Recon, Open Top (TQ#:Book)	0.00	40.0000 E	40.0000 E
0006	TRLTLMN5	Transportation, less than load (LTL), Zone 5, minimum rate	0.00	1.0000 E	1.0000 E

Please Return copy to Jesse M-R

Order # 4454351

CleanEarth

Materials/Supplies			
	Items picked-up	Items Delivered/Replaced	Notes
55G Poly Open Top			
55G Poly Closed Top			
55G Metal Closed Top			
55G Metal Open Top	16	40	
30G Poly Open Top			
30G Metal Open Top			
30G Metal Closed Top			
15G Poly Open Top			
15G Metal Open Top			
15G Metal Closed Top			
5G Poly Open Top			
5G Metal Open Top			
CYB			
Liners			
275G Tote			
330G Tote			
Vermiculite (bag)			
Oil Dry (bag)			
Galaxy Bags			
8x4' Lightbulbs			
Universal Pads (15"x20") (bale)			
Oil-Only Pads (15"x20") (bale)			
85 Metal Overpack			
95 Poly Overpack			
Other			
Other			
Medical Supplies			
8G Poly Open Top			
18G Poly Open Top			
2G Poly Open Top			
1.5 Quart			
5G Carboy			

Order # 4454351



Labor Categories		Arrival Time	Departure Time	Vehicles	Unit #	Arrival Time	Departure Time
SUP	Supervisor			Pickup Truck/Car/Van			
CH	Chemist			Box Truck w/Liftgate			
	Project Manager			Tractor w/Tanker			
	Technician			Roll Off Truck			
	Operator			Vacuum Straight Truck			
	Other			Vacuum Tractor Trailer (70bbl)			
				Bobtail Roll-off (130bbl)			

Equipment/PPE			
Description	Amount	Description	Amount
Level C w/Polytyvek		Leather Gloves (per pair)	
Level C w/Saranex		Neoprene Gloves (per pair)	
Level C w/Barricade		Chemical Boots (per pair)	
Level D		Haz Mat Boots (per pair)	
Modified Level D		Half Face Respirator	
Tyvek Suit		Full Face Respirator	
Tyvek Suit - Poly Coated		Defender Cartridges	
Tyvek Suit - Saranex		Defender Cartridges w/HEPA	
Tyvek Suit - Barricade		Other	
PV/Nitrile Gloves (per pair)		Other	

DATE: 7-15-21 TIME IN: 2:00 TIME OUT: 3:30
 DRIVER: K. GONZALES TRAILER#: B17-04

GENERATOR SIGNATURE: *[Signature]*



Chris Mikkelsen

From: Mcdonald-Ryan, Jesse <jmcdonald-ryan@harsco.com>
Sent: Monday, September 13, 2021 11:42 AM
To: Chris Mikkelsen
Cc: Adam Wagschal; Larry Oetker; Mindy Hiley
Subject: RE: ;EXTERNAL: Fw: Completed: Documents for your DocuSign Signature
Attachments: Memorandum on Reg Options for Incinerator Backlog_8.10.21_.pdf

Hi Chris,

Thanks for the talk this morning. I reached out to our sales department about a letter that you can provide to the county regulators. I was given the memorandum attached. Do you think that will work for your purposes?

Thank you,

Jesse Mcdonald-Ryan

Customer Service Representative II

CleanEarth

209-800-1618

jmcdonald-ryan@harsco.com

www.cleanearthinc.com

11855 White Rock Rd, Rancho Cordova, CA 95742

From: Chris Mikkelsen <cmikkelsen@humboldt看.org>
Sent: Friday, August 27, 2021 9:31 AM
To: Mcdonald-Ryan, Jesse <jmcdonald-ryan@harsco.com>
Cc: Adam Wagschal <awagschal@humboldt看.org>; Larry Oetker <loetker@humboldt看.org>; Mindy Hiley <mhiley@humboldt看.org>
Subject: Re: ;EXTERNAL: Fw: Completed: Documents for your DocuSign Signature

Understood. What exactly is being incinerated? Please review the existing Inventory as compared to what has been shipped to let me know. In our case County Environmental Health is the challenge, however I will site the data you have shared. If we have an accurate update and transportation / disposal plan, that should be sufficient.

Thank you, Jesse, for stepping in and assisting us, we indeed appreciate it.

-Chris

From: Mcdonald-Ryan, Jesse <jmcdonald-ryan@harsco.com>

Sent: Friday, August 27, 2021 9:21 AM

To: Chris Mikkelsen <cmikkelsen@humboldtбай.org>

Subject: RE: :EXTERNAL: Fw: Completed: Documents for your DocuSign Signature

Oh ok right, the waste we weren't able to take last time, got it!

We are still basically in the same situation we were in a month ago.. Incinerators nationwide are being overwhelmed due to the pandemic (labor shortages, increased amount of waste needing to be incinerated) and so our ability to ship waste that is incinerator-bound is extremely limited because we have nowhere to send it. We're having weekly meetings to get updates on the situation, and there seems to be some light at the end of the tunnel, but as of now things remain the same. I have you on a list of affected customers so that once things open up we know that you'll be in need of a pickup asap.

I've also attached a document with information on filing an extension with the EPA if you have waste that is nearing its accumulation time-limit. The EPA is aware of the situation and is expecting generators to need to file extensions.

Wish I had better news for you, I will update as we get new information.

Thank you,

Jesse McDonald-Ryan

Customer Service Representative II

CleanEarth

☎ 209-800-1618

jmcdonald-ryan@harsco.com

www.cleanearthinc.com

11855 White Rock Rd, Rancho Cordova, CA 95742

From: Chris Mikkelsen <cmikkelsen@humboldtбай.org>

Sent: Friday, August 27, 2021 8:56 AM

To: McDonald-Ryan, Jesse <jmcdonald-ryan@harsco.com>

Subject: Re: :EXTERNAL: Fw: Completed: Documents for your DocuSign Signature

Appreciate the prompt response.

We still have material in our Eureka warehouse awaiting pick-up for disposal; do you have an eta? I believe there were issues around the receiving site...

Thank you,

-Chris

From: McDonald-Ryan, Jesse <jmcdonald-ryan@harsco.com>

Sent: Friday, August 27, 2021 8:15 AM

To: Chris Mikkelsen <cmikkelsen@humboldtбай.org>

Subject: RE: :EXTERNAL: Fw: Completed: Documents for your DocuSign Signature

Good morning Chris,

I'm not sure why that was resent but thank you for signing again, I'll forward this along to our sales folks to make sure it's accounted for in case.

Rick unfortunately moved on to a position outside of Clean Earth at the end of last month, thus the email-reply. His role hasn't been filled quite yet so if you have any quote/ pricing questions you can direct them to me and for now and I'll get them to the right people for answers.

Also, I've attached the final signed manifest for the waste that was received at our Fernley facility. Is that what you needed to complete the disposal?

Let me know if I can help with anything else at the moment.

Best,

Jesse McDonald-Ryan

Customer Service Representative II

CleanEarth™

☎ 209-800-1618

jmcdonald-ryan@harsco.com

www.cleanearthinc.com

11855 White Rock Rd, Rancho Cordova, CA 95742

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

August 10, 2021

OFFICE OF
LAND AND EMERGENCY
MANAGEMENT

MEMORANDUM

SUBJECT: Regulatory Options for Addressing the Temporary Backlog of Containerized Hazardous Waste Needing Incineration

FROM: Carolyn Hoskinson, Director
Office of Resource Conservation and Recovery

A handwritten signature in blue ink that reads "CHoskinson".

Digitally signed by
CAROLYN HOSKINSON
Date: 2021.08.10
15:57:48 -04'00'

TO: Land, Chemicals and Redevelopment Division Directors, Regions 1–10

Purpose

The purpose of this memorandum is to communicate existing options under the Resource Conservation and Recovery Act (RCRA) regulations for hazardous waste generators and permitted hazardous waste treatment, storage, and disposal facilities (TSDFs) to address the temporary backlog of containerized hazardous waste destined for incineration.

Background

In early June 2021, EPA became aware that some commercial hazardous waste incinerators were informing their customers (hazardous waste generators) that they would no longer accept containerized hazardous waste designated for incineration, due to a backlog at their facilities. This presents a problem for hazardous waste generators because they are only allowed to accumulate hazardous waste on-site for a maximum of 90 days for large quantity generators (LQGs) or 180 days (or 270 days if the waste must be transported a distance of 200 miles or more) for small quantity generators (SQGs).¹ Because many commercial incinerators are currently not accepting containerized hazardous waste that must be incinerated to meet the land disposal restriction treatment standards, some hazardous waste generators are finding it difficult to locate any permitted TSDFs to which they may send their hazardous waste within the regulatory time frames.

¹ LQGs and SQGs that accumulate hazardous waste for less than their respective time limits are not required to obtain a RCRA storage permit in accordance with §§ 262.17(a) and 262.16(b). However, they may accumulate hazardous waste onsite beyond the accumulation time limits if they obtain a storage permit or request an accumulation time limit extension and meet the criteria in §§ 262.17(b) and 262.16(d). The conditions in the permit will dictate what types of hazardous waste can be stored onsite and for how long. Some TSDFs may also generate hazardous waste and thus, the options available for generators may also apply to TSDFs for their own generated hazardous waste.

Upon learning of the incinerator backlog, EPA took action to understand the scope and duration of the problem, determine the root causes, and investigate any potential regulatory solutions. As of late July, EPA heard from over 20 states that they received requests from hazardous waste generators for extensions to the accumulation time limit, and some states have begun receiving requests for second extensions.

In our discussions with representatives from the commercial incinerator industry, they cited a number of contributing factors for the backlog including labor shortages affecting both transportation and the incinerators due to the COVID-19 pandemic; winter storms that caused shutdowns in the southern United States; shutdowns for both scheduled and unscheduled maintenance; and increased manufacturing (and resulting increase in waste generation) as the economy recovers from the pandemic. They also indicated that this backlog at incinerators may not fully resolve until the end of the first quarter of 2022.

Given these highly unusual and unique circumstances, the widespread and continued accumulation time limit extension requests states have received from hazardous waste generators, and reports from commercial incinerators anticipating a lengthy timeframe to return to normal operations, we are providing this description of the multiple existing options that are available under RCRA regulations. These options will: 1) help address the burden on hazardous waste generators that have nowhere to send this hazardous waste; 2) provide temporary solutions for RCRA permitted TSDFs, including commercial incinerators, to assist generators with storing the excess waste while the incinerators catch up; and 3) ensure that all hazardous waste in storage is managed in a manner that maintains the protection of human health and the environment. Implementing agencies are critical to ensuring that the options below will be implemented in a manner that maintains sufficient protectiveness.

Further, given the urgency of this situation, EPA encourages regions and states to emphasize to the regulated community that it will be essential that they provide complete information to implementing agencies when requesting to use the regulatory options described below that require approval, so that implementing agencies can act expeditiously to prioritize and evaluate these requests.

Regulatory Options for Hazardous Waste Generators

The regulations allow SQGs to accumulate hazardous waste onsite for 180 days or less without a permit, provided they comply with the accumulation conditions as described in 40 CFR 262.16(b). However, if the SQGs need to transport their hazardous waste 200 miles or more for off-site treatment, storage or disposal, they can use the self-implementing provision found in the regulations at § 262.16(c) to accumulate hazardous waste up to 270 days. Given the limited number of hazardous waste incinerators and the temporary backlog issue, it is likely that many SQGs could make use of this provision.

In the generator regulations at 40 CFR 262.16(d) and 40 CFR 262.17(b), SQGs and LQGs can submit a request to the authorized implementing agency for accumulation time limit extensions. These provisions are also applicable to permitted hazardous waste TSDFs for hazardous waste that they generate and accumulate onsite. The extensions may be granted to address “unforeseen,

temporary, and uncontrollable circumstances” at the discretion of the authorized implementing agency on a case-by-case basis. Individual extension requests may be granted for a 30-day period. Authorized implementing agencies are in the best position to determine on a case-by-case basis whether consecutive extensions are appropriate, and in some states, this is an established practice. Although federal regulations do not limit the number of extensions, each extension request must meet the criteria in the regulations.

When extensions are granted, EPA expects generators to work with their implementing agency to assess whether additional protective practices are necessary during this temporary situation due to the longer accumulation time and potential increase in the volume of hazardous waste stored onsite. To ensure protection of human health and the environment, EPA recommends that the implementing agency consider site-specific factors (such as whether any adjustments need to be made to a generator’s hazardous waste management) when approving an extension request. In some cases, there may not be any need for specific changes to generator practices beyond common sense precautions; in other cases, adjustments to prevent any potential releases might be necessary, such as increased central accumulation area inspections, temporary secondary containment, and/or alerting local emergency responders that there will be more hazardous waste on-site. EPA also expects generators to continue sending hazardous waste that is not subject to the backlog to a designated facility in accordance with their regulatory accumulation time limits. It should also be noted that any extension does not preclude compliance with any other environmental requirement beyond RCRA that might be triggered by additional waste being stored temporarily. EPA believes that, given the specific conditions present today associated with the incinerator backlog, many generators are likely to be able to demonstrate that they meet these criteria if they are unable to find a facility that can accept the waste.

EPA expects the incinerator backlog to be limited in both duration and in scope. With the information presently available, we do not expect that implementing agencies will need to issue any 30-day generator accumulation extensions beyond March 2022 *for this specific temporary set of circumstances*. If the situation were to persist, it would no longer meet the criterion that the condition is temporary. Implementing agencies should determine whether the criteria are met for each 30-day generator accumulation extension request, and only grant generator accumulation extensions to those generators that can provide proof that they cannot ship their containerized hazardous waste off-site to a permitted incinerator or storage facility in a timely manner due to the temporary incinerator backlog. An example of proof may be letters to the generator from permitted incinerators stating they will not accept the generator’s waste due to the backlog for incinerating containerized hazardous waste.

Regulatory Options for RCRA Permitted Treatment, Storage, and Disposal Facilities

Backlogged containerized hazardous waste that is generated at RCRA permitted TSDFs, or that may be sent to RCRA permitted TSDFs either for storage or treatment, may be stored at those TSDFs for greater than 90 days assuming their existing RCRA permit allows such storage activities. These facilities may be capable of storing this backlogged containerized waste absent permit modifications if: 1) their RCRA permit allows storage of those types of containerized

wastes and waste codes; and 2) their RCRA permitted container storage capacity will not be exceeded.

TSDFs that have reached their RCRA permitted container storage capacity and would like to request an increase in permitted storage capacity can use relevant permit modification or temporary authorization procedures in 40 CFR 270.42. Modifications to increase container storage capacity would be processed pursuant to either Class 2 or Class 3 permit modification procedures, depending on the requested amount of increase in container storage capacity and whether the containerized waste would require additional or different management practices from those authorized in the permit.² Both Class 2 and Class 3 permit modification procedures require public comment on the proposed changes.

TSDFs may also request to implement changes to their allowable container storage practices pursuant to expedited procedures referred to as temporary authorizations. Under regulations at 40 CFR 270.42(e), EPA may temporarily authorize a permittee for certain activities that would be the subject of a Class 2 or Class 3 permit modification.³ For example, temporary authorizations for Class 2 permit modification activities may be used to, among other things, enable the permittee to respond to sudden changes in the types or quantities of the wastes managed under the facility permit.⁴ Requests for temporary authorization must demonstrate that such activities are compliant with 40 CFR part 264 standards and also meet the qualifying criteria in section 40 CFR 270.42(e) for approval.

Temporary authorizations are limited to 180 days. A temporary authorization may be reissued for one additional term of up to 180 days provided that the permittee has requested a Class 2 or 3 permit modification for the activity covered in the temporary authorization, subject to the criteria in 40 CFR 270.42(e)(4). Permittees that anticipate needing to operate pursuant to a temporary authorization for a Class 2 permit modification activity for greater than 180 days should submit their Class 2 permit modification request in tandem with, or shortly after, they submit their initial temporary authorization request since the reissued temporary authorization constitutes the Director's decision on the Class 2 permit modification. See 40 CFR 270.42(e)(4)(i).

Temporary authorizations and Class 2 and 3 permit modifications generally require review and approval by EPA or the authorized state before TSDFs can operate under the requested changes.

² For example, Appendix I in § 270.42 (see F.1.b) specifies that increases to allowable container storage quantities that are less than 25% of existing permitted capacity would be considered Class 2 permit modifications. Requests for greater than 25% existing permitted capacity would be Class 3. In addition, if the requested increase in capacity involves storage of different wastes in containers, then it would be considered a Class 2 permit modification only if the containerized wastes do not require additional or different management practices relative to those wastes authorized in the permit; otherwise, it would be a Class 3 permit modification. (See Appendix I in 40 CFR 270.42, section F.3.b.)

³ Temporary authorizations for the first 180 days are not required to go through a public comment period prior to EPA's decision; however, the permittee must send a notice about the temporary authorization request to all persons on the facility mailing list and to appropriate units of state and local governments. This notification must be made within seven days of submission of the authorization request. See 40 CFR 270.42(e)(2)(iii).

⁴ For activities covered by Class 2 permit modifications, temporary authorizations may be granted for activities summarized in 40 CFR 270.42(e)(2)(i)(a). Class 3 permit modifications that qualify for temporary authorizations are more limited. Those qualifying requirements are described in 40 CFR 270.42(e)(2)(i)(B).

EPA strongly encourages TSDFs to inform their regulatory agency as soon as possible if they anticipate needing a temporary authorization or permit modification to address the storage of temporarily backlogged containerized HW needing incineration. In addition, TSDFs should also provide timely, complete, and adequate information supporting their requests, including information regarding the urgent nature of the situation. This will best ensure the request, once submitted by the TSDF, will be processed in a timely manner by the regulatory agency. In turn, EPA encourages authorized states to prioritize and expedite review of these requests given the time-sensitive nature of this issue.

To clarify, the aforementioned options address the regulatory processes for permitted TSDFs to request increased storage capacity. Commercial incinerators continue to be limited by the feed rates specified in their permits.

Use of Emergency Permits at Hazardous Waste Generators or RCRA Permitted TSDFs to Address Excess Containerized Wastes

Emergency permits may be issued when the Region or state finds that an imminent and substantial endangerment to human health or the environment exists, in accordance with the requirements of 40 CFR 270.61. Emergency permits can address storage of hazardous waste at RCRA permitted TSDFs as well as at hazardous waste generator sites. In general, EPA does not expect storage of excess containerized wastes to present an imminent and substantial endangerment to human health or the environment; however, we acknowledge that rare situations could arise where the use of an emergency permit may be appropriate and implementing agencies should evaluate these situations on a case-by-case basis.

Conclusion

EPA is issuing this memorandum to identify existing regulatory options to address the short-term challenges resulting from the backlog of containerized hazardous waste needing incineration. It is important to note that EPA Regions and states authorized to implement the RCRA program are in the best position to make decisions about extensions and temporary authorizations based on the applicable site-specific circumstances. If you have any questions on the applicability of the hazardous waste generator regulations and permitting requirements for these backlogged containerized wastes, contact Mary Beth Sheridan at sheridan.marybeth@epa.gov or Jeff Gaines at gaines.jeff@epa.gov.

cc: ASTSWMO
Environmental Technology Council

RECEIVED

SEP 09 2021



Humboldt County
Department of
Health & Human
Services

H.B.H.R. & C.D.

Environmental Health
Melissa Martel, Director
100 H Street, Eureka, CA 95501
phone: (707) 445-6215 | fax: (707) 441-5699

September 8, 2021

Humboldt Bay Harbor District
Larry Oetker, Executive Director
P. O. Box 1030
Eureka, CA 95502-1030

Certified Mail #: 7020 0640 0002 1589 2815

Case Tracking #: UPA21-002

RE: NOTIFICATION OF FILING OF AN ADMINISTRATIVE ENFORCMENT ORDER

Dear Mr. Oetker,

Please take notice that the Humboldt County Department of Health and Human Services, Division of Environmental Health, acting as the Certified Uniform Program Agency for the County of Humboldt (hereinafter "DEH"), has determined that an administrative enforcement action against Humboldt Bay Harbor District, including the imposition of penalties, is warranted for violations of California Health and Safety Code ("HSC") sections 25508.1, 25508.2, and 25123.3(c) and (h)(1); Title 19 of the California Code of Regulations ("CCR") sections 2654 (b) and (d); and Title 22 of the CCR section 66262.34(d) for the following reasons:

On June 8, 2020 DEH conducted an inspection of Assessor's Parcel Number 401-112-021, located at 364 Vance Avenue in Samoa, California 95564 (the "Property"). At the time of inspection, there remained hazardous materials onsite that were no longer usable and/or were deemed hazardous waste and had not been properly disposed of at a licensed facility. These materials had been previously discussed with representatives of the Humboldt Bay Harbor District.

On April 29, 2021, DEH conducted another inspection of the Property and found that the hazardous materials and/or waste were still present onsite and had not been properly disposed of at a licensed facility. In addition, DEH identified additional violations for Humboldt Bay Harbor District's failure to update the Hazardous Materials Business Plan ("HMBP") and its failure to complete and electronically submit the HMBP. These cited violations were set forth in DEH's Notice of Violation and/or Notice to Comply of its Official Inspection Report of the Property.



On May 27, 2021, DEH sent a separate Notice of Violation to the Humboldt Bay Harbor District informing it that it had not yet certified or updated the HMPB and failed to electronically submit the HMBP.

On June 1, 2021, DEH sent another Notice of Violation to the Humboldt Bay Harbor District advising it that it was in violation of the HSC and Titles 19 and 22 of the CCR based on DEH's inspection and findings on April 29, 2021. More specifically, DEH informed the Humboldt Bay Harbor District of the following violations:

1. HSC § 25123.3(h)(1); 22 CCR § 66262.34(d): Failure to properly dispose of hazardous waste within 270 days.
2. HSC § 25508.1; 19 CCR § 2654(d): Failure to update the business plan within 30 days when storing a new hazardous material or there has been a 100 percent increase in the quantity of a previously disclosed material.
3. HSC § 25508.2; 19 CCR § 2654(b): Failure to electronically submit the business plan on, or before March 1.

DEH identified a schedule for compliance with specific corrective actions that were to be completed by no later than July 1, 2021.

As of the date of this correspondence, the Humboldt Bay Harbor District has not taken the required corrective actions to resolve the violations identified in DEH's June 1, 2021 Notice of Violation. Consequently, DEH is preparing to bring an administrative enforcement action against the Humboldt Bay Harbor District pursuant to HSC section 25404.1.1.

Prior to the initiation of the administrative enforcement action and the assessment of penalties against the Humboldt Bay Harbor District, DEH would like to offer you an opportunity to advise us of any information that should be considered on the Humboldt Bay Harbor District's behalf and to invite you to engage in settlement discussions with DEH. If you have any information relating to the alleged violations, please direct it to:

Matthew Swoveland, Senior Hazardous Materials Specialist
Humboldt County Division of Environmental Health
100 H Street, Suite 100
Eureka, CA 95501
(707) 268-2220

Please be advised that it is DEH's intention to file an Administrative Enforcement Order against the Humboldt Bay Harbor District within the next two weeks, unless you first advise us of substantial reasons not to proceed as planned. Any penalty proposed for violations of the HSC will be calculated pursuant to HSC sections 25189.2 and 25515. Copies of the May 27, 2021 and June 1, 2021 Notices of Violation are enclosed along with a copy of the current regulations.

If you have questions, please contact Matthew Swoveland at (707) 268-2220.

Sincerely,



Melissa Martel, REHS
Director, Division of Environmental Health

CC (via email): Larry Oetker, Humboldt Bay Harbor District Executive Director
loetker@humboldtbay.org
Adam Wagschal, Humboldt Bay Harbor District Deputy Director
awagschal@humboldtbay.org
Anne Nguyen, Deputy County Counsel

Encl: April 29, 2021 Notice of Violation/Inspection Report
May 27, 2021 Notice of Violation
June 1, 2021 Notice of Violation
HSC §25404.1.1
HSC §25508.1 / 19 CCR §2654(d)
HSC §25508.2 / 19 CCR §2654(b)
HSC §25123.3(h)(1) / 25123.3(c) / 22 CCR §66262.34(d)
HSC §25189.2
HSC §25515

File# 2872

Code Citations

HSC §25404.1.1. Administrative enforcement

(a) If the unified program agency determines that a person has committed, or is committing, a violation of any law, regulation, permit, information request, order, variance, or other requirement that the UPA is authorized to enforce or implement pursuant to this chapter, the UPA may issue an administrative enforcement order requiring that the violation be corrected and imposing an administrative penalty, in accordance with the following:

(1) Except as provided in paragraph (5), if the order is for a violation of Chapter 6.5 (commencing with Section 25100), the violator shall be subject to the applicable administrative penalties provided by that chapter.

(2) If the order is for a violation of Chapter 6.7 (commencing with Section 25280), the violator shall be subject to the applicable civil penalties provided in subdivisions (a), (b), (c), and (e) of Section 25299.

(3) If the order is for a violation of Article 1 (commencing with Section 25500) of Chapter 6.95, the violator shall be subject to a penalty that is consistent with the administrative penalties imposed pursuant to Section 25514.5.

(4) If the order is for a violation of Article 2 (commencing with Section 25531) of Chapter 6.95, the violator shall be subject to a penalty that is consistent with the administrative penalties imposed pursuant to Section 25540 or 25540.5.

(5) If the order is for a violation of Section 25270.4.5, the violator shall be liable for a penalty of not more than five thousand dollars (\$5,000) for each day on which the violation continues. If the violator commits a second or subsequent violation, a penalty of not more than ten thousand dollars (\$10,000) for each day on which the violation continues may be imposed.

(b) In establishing a penalty amount and ordering that the violation be corrected pursuant to this section, the UPA shall take into consideration the nature, circumstances, extent, and gravity of the violation, the violator's past and present efforts to prevent, abate, or clean up conditions posing a threat to the public health or safety or the environment, the violator's ability to pay the penalty, and the deterrent effect that the imposition of the penalty would have on both the violator and the regulated community.

(c) Any order issued pursuant to this section shall be served by personal service or certified mail and shall inform the person served of the right to a hearing. If the UPA issues an order pursuant to this section, the order shall state whether the hearing procedure specified in paragraph (2) of subdivision (e) may be requested by the person receiving the order.

(d) Any person served with an order pursuant to this section who has been unable to resolve any violation with the UPA, may within 15 days after service of the order, request a hearing pursuant to subdivision (e) by filing with the UPA a notice of defense. The notice shall be filed with the office that issued the order. A notice of defense shall be deemed filed within the 15-day period provided by this subdivision if it is postmarked within that 15-day period. If no notice of defense is filed within the time limits provided by this subdivision, the order shall become final.

(e) Except as provided in subparagraph (B) of paragraph (2), a person requesting a hearing on an order issued by the UPA under this section may select the hearing officer specified in either paragraph (1) or (2) in the notice of defense filed with the UPA pursuant to subdivision (d). If a notice of defense is filed but no hearing officer is selected, the UPA may select the hearing officer. Within 90 days of receipt of the notice of defense by the UPA, the hearing shall be scheduled using one of the following:

(1) An administrative law judge of the Office of Administrative Hearings of the Department of General Services, who shall conduct the hearing in accordance with Chapter 4.5 (commencing with Section 11400) of Part 1 of Division 3 of Title 2 of the Government Code, and the UPA shall have all the authority granted to an agency by those provisions.

(2) (A) A hearing officer designated by the UPA, who shall conduct the hearing in accordance with Chapter 4.5 (commencing with Section 11400) of Part 1 of Division 3 of Title 2 of the Government Code, and the UPA shall have all the authority granted to an agency by those provisions. When a hearing is conducted by a UPA hearing officer pursuant to this paragraph, the UPA shall issue a decision within 60 days after the hearing is conducted. Each hearing officer designated by a UPA shall meet the requirements of Section 11425.30 of the Government Code and any other applicable restriction.

(B) A UPA, or a person requesting a hearing on an order issued by a UPA may select the hearing process specified in this paragraph in a notice of defense filed pursuant to subdivision (d) only if the UPA has, as of the date the order is issued pursuant to subdivision (c), selected a designated hearing officer and established a program for conducting a hearing in accordance with this paragraph.

(f) The hearing decision issued pursuant to paragraph (2) of subdivision (e) shall be effective and final upon issuance by the UPA. A copy of the decision shall be served by personal service or by certified mail upon the party served with the order, or their representative, if any.

(g) Any provision of an order issued under this section, except the imposition of an administrative penalty, shall take effect upon issuance by the UPA if the UPA finds that the violation or violations of law associated with that provision may pose an imminent and substantial endangerment to the public health or safety or the environment. A request for a hearing shall not stay the effect of that provision of the order pending a hearing decision. However, if the UPA determines that any or all provisions of the order are so related that the public health or safety or the environment can be protected only by immediate compliance with the order as a whole, the order as a whole, except the imposition of an administrative penalty, shall take effect upon issuance by the UPA. A request for a hearing shall not stay the effect of the order as a whole pending a hearing decision.

(h) A decision issued pursuant to paragraph (2) of subdivision (e) may be reviewed by a court pursuant to Section 11523 of the Government Code. In all proceedings pursuant to this section, the court shall uphold the decision of the UPA if the decision is based upon substantial evidence in the record as a whole. The filing of a petition for writ of mandate shall not stay any action required pursuant to this chapter or the accrual of any penalties assessed pursuant to this chapter. This subdivision does not prohibit the court from granting any appropriate relief within its jurisdiction.

(i) All administrative penalties collected from actions brought by a UPA pursuant to this section shall be paid to the UPA that imposed the penalty, and shall be deposited into a special account that shall be expended to fund the activities of the UPA in enforcing this chapter.

(j) The UPA shall consult with the district attorney, county counsel, or city attorney on the development of policies to be followed in exercising the authority delegated pursuant to this section as it relates to the authority of the UPA to issue orders.

(k) (1) A unified program agency may suspend or revoke any unified program facility permit, or an element of a unified program facility permit, for not paying the permit fee or a fine or penalty associated with the permit in accordance with the procedures specified in this subdivision.

(2) If a permittee does not comply with a written notice from the unified program agency to the permittee to make the payments specified in paragraph (1) by the required date provided in the notice, the unified program agency may suspend or revoke the permit or permit element. If the permit or permit element is suspended or revoked, the permittee shall immediately discontinue operating that facility or function of the facility to which the permit element applies until the permit is reinstated or reissued.

(3) A permittee may request a hearing to appeal the suspension or revocation of a permit or element of a permit pursuant to this subdivision by requesting a hearing using the procedures provided in subdivision (d).

(l) This section does not do any of the following:

(1) Otherwise affect the authority of a UPA to take any other action authorized by any other provision of law, except the UPA shall not require a person to pay a penalty pursuant to this section and pursuant to a local ordinance for the same violation.

(2) Restrict the power of a city attorney, district attorney, county counsel, or the Attorney General to bring, in the name of the people of California, any criminal proceeding otherwise authorized by law.

(3) Prevent the UPA from cooperating with, or participating in, a proceeding specified in paragraph (2).

HSC §25508.1. Failure to update the business plan within 30 days when storing a new hazardous material or there has been a 100 percent increase in the quantity of a previously disclosed material

Within 30 days of any one of the following events, a business subject to this article shall electronically update the information submitted to the statewide information management system:

(a) A 100 percent or more increase in the quantity of a previously disclosed material.

(b) Any handling of a previously undisclosed hazardous material subject to the inventory requirements of this article.

(c) Change of business or facility address.

(d) Change of business ownership.

(e) Change of business name.

(f) (1) A substantial change in the handler's operations occurs that requires modification to any portion of the business plan.

(2) For the purpose of this subdivision, "substantial change" means any change in a facility that would inhibit immediate response during an emergency by either site personnel or emergency response personnel, or that could inhibit the handler's ability to comply with Section 25507, change the operational knowledge of the facility, or impede implementation of the business plan.

19 CCR §2654(d). Failure to update the business plan within 30 days when storing a new hazardous material or there has been a 100 percent increase in the quantity of a previously disclosed material

(d) Businesses shall submit an amendment to the inventory within 30 days of the following events:

- (1) A 100 percent or more increase in the quantity of a previously disclosed material.
- (2) Any handling of a previously undisclosed hazardous material subject to the inventory requirements of this chapter.
- (3) Change of business address.
- (4) Change of business ownership.
- (5) Change of business name.

HSC §25508.2. Failure to electronically submit the business plan on, or before March 1

On or before the due date established pursuant to paragraph (2) of subdivision (a) of Section 25508, the business owner, business operator, or officially designated representative of the business shall annually review and certify that the information in the statewide information management system is complete, accurate, and in compliance with Section 11022 of Title 42 of the United States Code. An electronic submittal to the statewide information management system that meets the requirements of paragraph (1) of subdivision (a) of Section 25508 satisfies the certification requirement of this section.

19 CCR §2654(b). Failure to electronically submit the business plan on, or before March 1

(b) The hazardous materials inventory shall be submitted annually on or before March 1.

HSC §25123.3(c). Failure to properly dispose of hazardous waste within 270 days

(c) The time period for calculating the 90-day period for purposes of paragraph (1) of subdivision (b), or the 180-day or 270-day period for purposes of subdivision (h), begins when the facility has accumulated 100 kilograms of hazardous waste or one kilogram of extremely hazardous waste or acutely hazardous waste. However, if the facility generates more than 100 kilograms of hazardous waste or one kilogram of extremely hazardous waste or acutely hazardous waste during any calendar month, the time period begins when any amount of hazardous waste first begins to accumulate in that month.

HSC §25123.3(h)(1). Failure to properly dispose of hazardous waste within 270 days

(h)(1) Notwithstanding paragraph (1) of subdivision (b), a generator of less than 1,000 kilograms of hazardous waste in any calendar month who accumulates hazardous waste onsite for 180 days or less, or 270 days or less if the generator transports the generator's own waste, or offers the generator's waste for transportation, over a distance of 200 miles or more, for offsite treatment, storage, or disposal, is not a storage facility if all of the following apply:

(A) The quantity of hazardous waste accumulated onsite never exceeds 6,000 kilograms.

(B) The generator complies with the requirements of subdivisions (d), (e), and (f) of former Section 262.34 of Title 40 of the Code of Federal Regulations, as that section existed on January 1, 2015.

(C) The generator does not hold acutely hazardous waste or extremely hazardous waste in an amount greater than one kilogram for a time period longer than that specified in paragraph (1) of subdivision (b).

(2) A generator meeting the requirements of paragraph (1) who does not receive a copy of the manifest with the signature of the owner or operator of the facility to which the generator's waste is submitted or is unable to verify through the e-Manifest system that the facility has received the waste and signed the manifest, within 60 days from the date that the hazardous waste was accepted by the initial transporter, shall submit a report to the department along with a legible copy of the manifest indicating that the generator cannot confirm the delivery or receipt of the generator's waste with the owner or operator of the facility.

22CCR §66262.34(d). Failure to properly dispose of hazardous waste within 270 days

(d) Notwithstanding subsections (a) and (c) of this section and section 66262.35, a generator of less than 1,000 kilograms of hazardous waste in any calendar month who accumulates hazardous waste onsite for 180 days or less, or 270 days or less if the generator transports the generator's own waste, or offers the generator's waste for transportation, over a distance of 200 miles or more, for offsite treatment, storage, or disposal, is not a storage facility if all of the following apply:

(1) The quantity of hazardous waste accumulated onsite never exceeds 6,000 kilograms.

(2) The generator complies with the requirements of 40 Code of Federal Regulations section 262.34(d), (e) and (f).

(3) The generator does not hold acutely hazardous waste or extremely hazardous waste in an amount greater than one kilogram for more than 90 days.

HSC §25189.2. Hazardous waste administrative penalty

(a) A person who makes a false statement or representation in an application, label, manifest, record, report, permit, or other document filed, maintained, or used for purposes of compliance with this chapter, is liable for a civil penalty not to exceed seventy thousand dollars (\$70,000) for each separate violation or, for continuing violations, for each day that the violation continues.

(b) Except as provided in subdivision (c) or (d), a person who violates a provision of this chapter or a permit, rule, regulation, standard, or requirement issued or adopted pursuant to this chapter, is liable for a civil penalty not to exceed seventy thousand dollars (\$70,000) for each violation of a separate provision or, for continuing violations, for each day that the violation continues.

(c) A person who disposes, or causes the disposal of, a hazardous or extremely hazardous waste at a point that is not authorized according to the provisions of this chapter is liable for a civil penalty of not more than seventy thousand dollars (\$70,000) for each violation and may be ordered to disclose the fact of this violation or these violations to those persons as the court or, in the case of an administrative action, a hearing officer, may direct. Each day on which the deposit remains is a separate additional violation, unless the person immediately files a report of the deposit with the department and is complying with an order concerning the deposit issued by the department, a hearing officer, or a court of competent jurisdiction for the cleanup.

(d) A person who treats or stores, or causes the treatment or storage of, a hazardous waste at a point that is not authorized according to this chapter, shall be liable for a civil penalty not to exceed seventy thousand dollars (\$70,000) for each separate violation or, for continuing violations, for each day that the violation continues.

(e) For purposes of subdivisions (c) and (d), a person who offers hazardous waste to a transporter that is registered pursuant to Section 25163 or to a storage, treatment, transfer, resource recovery, or disposal facility that holds a valid hazardous waste facilities permit or other grant of authorization from the department that authorizes the facility to accept the waste being offered shall not be considered to have caused disposal, treatment, or storage of hazardous waste at an unauthorized point solely on the basis of having offered that person's waste, provided the person has taken reasonable steps to determine that the transporter is registered or the facility is authorized by the department to accept the hazardous waste being offered.

(f) A person shall not be liable for a civil penalty imposed under this section and for a civil penalty imposed under Section 25189 for the same act or failure to act.

(g) Liability under this section may be imposed in a civil action or liability may be imposed administratively pursuant to Section 25187.

HSC § 25515. Hazardous materials administrative penalty

(a) A business that violates Sections 25504 to 25508.2, inclusive, or Section 25511, shall be civilly liable to the unified program agency in an amount of not more than two thousand dollars (\$2,000) for each day in which the violation occurs. If the violation results in, or significantly contributes to, an emergency, including a fire, the business shall also be assessed the full cost of the county or city emergency response, as well as the cost of cleaning up and disposing of the hazardous materials.

(b) A business that knowingly violates Sections 25504 to 25508.2, inclusive, or Section 25510.1, after reasonable notice of the violation shall be civilly liable to the unified program agency in an amount not to exceed five thousand dollars (\$5,000) for each day in which the violation occurs.



CUPA - OFFICIAL INSPECTION REPORT
Notice of Violation and/ or Notice to Comply
4201 HMBP and/or Inventory

Report # : H190
Page # : 1
Report Run 5/26/2021

Humboldt County Dept of Health and Human Services
Division of Environmental Health
100 H Street, Suite 100, Eureka, CA 95501
Phone: 707-445-6215 - Fax: 707-441-5699 - Toll Free: 800-963-9241
envhealth@co.humboldt.ca.us

Facility Name	: Redwood Terminal No. 2	Inspector	: EE0000085 - MATTHEW SWOVELAND
Site Address	: 364 Vance AVE	Inspector Phone	: (707) 268-2220 Ext. 2220
	Samoa CA 95564	Inspection Start Time	: Not Specified
Facility ID	: FA0005626	Inspection Stop Time	: Not Specified
Record ID	: PR0008941	Total Inspection Time	: 60 min.
Inspection Date	: 4/29/2021		
Inspection Number	: DAWCHDVOK		
Purpose of Inspection	: 001 - Routine Inspection		

An inspection of your facility revealed the following violations. Please note the required corrections and compliance submittal date, or Return to Compliance submittal date. Thank you for your cooperation.

Inspection Violations

Class II Violation	Comply by 5/30/2021	Not In Compliance
Business plan electronically submitted initially, annually, or triennially		
Failure to complete and electronically submit initially, annually, or triennially, a business plan when storing/handling a hazardous material at or above reportable quantities. HSC 6.95 25505, 25508(a)(1)		

Inspector Notes and Required Corrections:

Did not observe a hazardous materials business plan submittal or certification for 2021. Within 30 days, complete and electronically submit a hazardous materials business plan.

Class II Violation	Comply by 5/30/2021	Not In Compliance
Updated within 30 days of 100% increase or new haz; change of address/owner/name; or change in ops		
Failure to update business plan within 30 days when one of the following occurs: A 100 percent or more increase in the quantity of a previously disclosed material; Any handling of a previously undisclosed hazardous material; A change of business address, business ownership, or business name; A substantial change in the handler's operations that requires modification to any portion of the business plan. HSC 6.95 25508.1(a),(f)		

Inspector Notes and Required Corrections:

Observed 55 gallons of waste solvent, approximately 3000 pounds of refractory and approximately 350 gallons of grease in warehouse. This is a repeat violation. Within 30 days, update CERS to include all hazardous materials/wastes at or above threshold quantities or properly dispose of these materials. If disposed of, provide proof of proper disposal to DEH.

Overall Inspection Comments

- If checked, complete the "Return to Compliance Self-Certification" form to DEH by the comply-by date listed above, along with any other required documentation. I understand that I am provided a list of all program related violations annually.
 - Remove if not planning on storing: Did not observe 55 gallons of new antifreeze or 1,000 pounds of citric acid in warehouse or 55 gallons gasoline in crane area.
 - Update locations: Observed approximately 55 gallons of lubricating oils in auto shop in small counters, bulk 55 gallon drums of lubricating oils were stored in the warehouse.
 - Ensure wastes are appropriately listed as wastes in CERS.
- I, the undersigned facility representative, certify that I have disclosed the location of all hazardous materials or hazardous waste at the facility identified above and I have made all storage locations available for inspection by the inspector.

Date



CUPA - OFFICIAL INSPECTION REPORT
Notice of Violation and/ or Notice to Comply
4401 Hazardous Waste Generator (SQG)

Report #: H190
 Page #: 1
 Report Run 5/26/2021

Humboldt County Dept of Health and Human Services
Division of Environmental Health
 100 H Street, Suite 100, Eureka, CA 95501
 Phone: 707-445-6215 - Fax: 707-441-5699 - Toll Free: 800-963-9241
 envhealth@co.humboldt.ca.us

Facility Name	: Redwood Terminal No. 2		
Site Address	: 364 Vance AVE	Samoa	CA 95564
Facility ID	: FA0005626	Inspector	: EE0000085 - MATTHEW SWOVELAND
Record ID	: PR0009492	Inspector Phone	: (707) 268-2220 Ext. 2220
Inspection Date	: 4/29/2021	Inspection Start Time	: Not Specified
Inspection Number	: DAAGCLKYR	Inspection Stop Time	: Not Specified
Purpose of Inspection	: 001 - Routine Inspection	Total Inspection Time	: 60 min.

An inspection of your facility revealed the following violations. Please note the required corrections and compliance submittal date, or Return to Compliance submittal date. Thank you for your cooperation.

Inspection Violations

Class II Violation **Comply by 5/30/2021** **Not In Compliance**

Disposed of hazardous waste within 180 days of accumulation

Failure to send hazardous waste offsite for treatment, storage, or disposal within 180 days (or 270 days if waste is transported over 200 miles) for a generator who generates less than 1000 kilogram per month if all of the following conditions are met: (1) The quantity of hazardous waste accumulated onsite never exceeds 6,000 kilograms. (2) The generator complies with the requirements of 40 Code of Federal Regulations section 262.34(d), (e) and (f). (3) The generator does not hold acutely hazardous waste or extremely hazardous waste in an amount greater than one kilogram for more than 90 days. HSC 6.5 25123.3(h)(1); 22 CCR 12 66262.34(d)

Inspector Notes and Required Corrections:

Observed waste refractory, cement, fyrquel lubricating oil and roofing tar with an accumulation start date of 12-7-2016. This is a repeat violation and the third and final notice. Within 30 days, ensure all hazardous waste that has exceeded its accumulation time limit is properly disposed of and provide proof of proper disposal to DEH.

Overall Inspection Comments

If checked, complete the "Return to Compliance Self-Certification" form to DEH by the comply-by date listed above, along with any other required documentation. I understand that I am provided a list of all program related violations annually.

EPA ID# active.

I, the undersigned facility representative, certify that I have disclosed the location of all hazardous materials or hazardous waste at the facility identified above and I have made all storage locations available for inspection by the inspector.

Date



Environmental Health
Melissa Martel, Director
100 H Street, Eureka, CA 95501
phone: (707) 445-6215 | fax: (707) 441-5699

May 27, 2021

Redwood Terminal No. 2
P. O. Box 1030
Eureka, CA 95502-1030

Certified Mail # 7020 0640 0002 1589 2280

CERS ID # 10458976

NOTICE OF VIOLATION AND SCHEDULE FOR COMPLIANCE

Dear Business Owners/Operators,

On January 4, 2021, Humboldt County Division of Environmental Health notified all businesses of the requirement for an annual review, recertification and/or update of their Hazardous Materials Business Plan (HMBP) in the California Environmental Reporting System (CERS). Our records indicate that you have not certified or updated your HMBP in CERS **as of the March 1, 2021 deadline**. This is a violation of the California Health and Safety Code (HSC):

HSC § 25508.2: Failure to electronically submit the business plan on, or before March 1.

If you have already submitted your annual CERS recertification, please disregard this letter.

SCHEDULE FOR COMPLIANCE:

The following corrective actions must be taken by June 28, 2021 as per HSC §25508(a)(3):

Review the information in CERS, located at <http://cers.calepa.ca.gov>, regarding your HMBP and update any inaccurate information, including:

- Facility Contact Information including valid e-mail.
- Hazardous Materials Inventory.
- Emergency Response and Training Plans.
- Site map that complies with HSC §25505(a)(2).
- Aboveground Petroleum Storage Act reporting section of the CERS submittal if applicable.



A Division of Public Health
phone: (707) 445-6200
fax: (707) 445-6097

DHHS Administration
phone: (707) 441-5400
fax: (707) 441-5412

Please be advised that you may be subject to administrative, civil, or criminal penalties associated with the violations described in this letter, as per HSC §25508(a)(4).

If you have any questions regarding this Notice to Violation or require assistance, please contact a Hazardous Materials Specialist at (707) 445-6215.

Sincerely,



Matthew Swoveland, REHS
Senior Hazardous Materials Specialist

MS/jg

File #: 002872





Environmental Health
Melissa Martel, Director
100 H Street, Eureka, CA 95501
phone: (707) 445-6215 | fax (707) 441-5699

June 1, 2021

Humboldt Bay Harbor District
Mr. Adam Wagschal
P. O. Box 1030
Eureka, CA 95502-1030

Certified Mail # 7020 0640 0002 1589 2365

SECOND NOTICE OF VIOLATION AND SCHEDULE FOR COMPLIANCE

Location: 364 Vance Avenue, Samoa, CA 95564

APN: 401-112-021

Mr. Wagschal,

Humboldt County Division of Environmental Health (DEH) observed during a routine inspection on 4/29/2021: hazardous waste that has exceeded its accumulation time limit, hazardous materials above threshold quantities not reported on the hazardous materials business plan (HMBP) and that the HMBP plan has not been submitted for 2021. These observations are violations of Chapters 6.5 and 6.95 of the California Health and Safety Code (HSC), and Titles 19 and 22 of the California Code of Regulations (CCR).

VIOLATIONS:

1. HSC 6.5 §25123.3(h)(1); 22 CCR §66262.34(d): Failure to properly dispose of hazardous waste within 270 days.
2. HSC 6.95 §25508.1; 19 CCR §2654(d): Failure to update the business plan within 30 days when storing a new hazardous material or there has been a 100 percent increase in the quantity of a previously disclosed material.
3. HSC 6.95 §25508.2; 19 CCR §2654(b): Failure to electronically submit the business plan on, or before March 1.

A Division of Public Health
phone: (707) 445-6200
fax: (707) 445-6097

DHHS Administration
phone: (707) 441-5400
fax (707) 441-5412

SCHEDULE FOR COMPLIANCE:

The following corrective actions must be taken by July 1, 2021:

1. Submit a completed HMBP via the California Environmental Reporting System (CERS). You can access CERS business portal by going to their website at:

<http://cers.calepa.ca.gov/>

If you opt to remove the hazardous materials, then provide DEH with a bill of lading/transfer receipt for the final destination.

2. Dispose of all hazardous waste using a licensed hazardous waste hauler and a licensed hazardous waste disposal facility. Provide copies of manifests to DEH verifying legal disposal.

Please be advised that you may be subject to administrative, civil, or criminal penalties associated with the violations described in this letter. If you have questions, or if I may be of assistance, please contact me at (707) 268-2220.

Sincerely,



Matthew Swoveland, REHS
Senior Hazardous Materials Specialist
Certified Unified Program Agency

File: 2872



COMMISSIONERS
 1st Division
 Larry Doss
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Richard Marks
 5th Division
 Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT – HARBOR DISTRICT MEETING
October 14, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 7, 2021

TITLE: Consider Adopting Resolution 2021-13, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds From the California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange Program

STAFF RECOMMENDATION: Staff recommends the Board: Adopt Resolution 2021-13.

SUMMARY: There are currently thirty abandoned and/or derelict vessels located at District boat storage facilities eligible under the SAVE Grant. Eleven of those vessels are eligible for funding under this program. The Harbor District has partnered with the City of Eureka and Humboldt County Sheriff's Office for many years to remove abandoned and surrendered vessels from local waterways to avoid environmental and navigational hazards as well as physical damage to marine facilities. The District has been awarded \$52,000 in SAVE grant funds pending adoption of Resolution 2021-13.

DISCUSSION: The California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways (DBW) is authorized under Section 525 of the State of California Harbors and Navigation code to appropriate funds for the Abandoned Watercraft Abatement Fund and the Vessel Turn-In Program. The DBW distributes monies from these two funds as the Surrendered and Abandoned Vessel Exchange (SAVE) Program to local public agencies that have jurisdiction over navigable waterways in California for the express purpose of removal and disposal of abandoned, wrecked, or dismantled vessels, or surrendered vessels or parts thereof, which pose or have the potential to pose a substantial hazard to navigation or likelihood of causing environmental degradation. Only recreational vessels and marine debris are eligible for removal.

There are currently eleven qualified vessels stored at the Fields Landing Boat Yard. In April 2021, the District applied for the SAVE grant to appropriately dispose of each of these vessels. In September, the DBW notified the District that it had been awarded a grant in the amount of \$52,000. The funds from the SAVE grant will first be used to appropriately dispose of any abandoned vessels to which

the Harbor District currently holds title. If grant funds remain, the District will use the funds to dispose of any vessels voluntarily surrendered to the District by the owners. The District is required to provide a 10% matching cash or in-kind contribution, equivalent to \$5,200.00

ATTACHMENTS:

- A.** Resolution 2021-13

**HUMBOLDT BAY HARBOR, RECREATION AND
CONSERVATION DISTRICT**

RESOLUTION NO. 2021-13

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS FOR THE SURRENDERED AND ABANDONED VESSEL EXCHANGE PROGRAM

WHEREAS, the State of California Harbors and Navigation Code section 525 authorizes the California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways ("DBW") to appropriate funds for the Abandoned Watercraft Abatement Fund and the Vessel Turn-In Program. The Abandoned Watercraft Abatement Fund and the Vessel Turn-In Program have been combined into the Surrendered and Abandoned Vessel Exchange ("SAVE") Grant Program;

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District ("District") owns and operates the Woodley Island Marina, Fields Landing Boat Yard, Redwood Marine Terminals I and II, and King Salmon Fisherman's Channel, and is a qualified local government agency with jurisdiction over navigable waters in California eligible for grant funding under the SAVE Program;

WHEREAS, there are currently thirty (30) abandoned and/or derelict vessels located at District boat storage facilities eligible under the SAVE Grant;

WHEREAS, in April 2021 the District submitted an application to the SAVE Program for funding to appropriately dispose of up to eleven (11) of those vessels;

WHEREAS, the DBW has awarded a SAVE grant to the District in the amount of \$52,000 for the removal and appropriate disposal of surrendered and abandoned vessels; and

WHEREAS, the procedures established by the DBW require a resolution from the District authorizing the execution of the SAVE Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereby:

1. Accepts the award of a SAVE Program Grant in the amount of \$52,000 from the California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways.
2. Certifies that the District has reviewed, understands, and agrees to the provisions contained in the grant agreement.
3. Delegates the authority to the Executive Director, Larry Oetker or his designee, to execute the grant agreement and any subsequent amendments with the State of California for the purposes of this grant, and to execute all other documents needed in connection with the SAVE Grant

- Program; and
4. Authorizes a 10% cash or in-kind contribution of District Funds in the amount of \$5,200.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the **14th day of October 2021**, by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

STEPHEN KULLMANN, President
Board of Commissioners

PATRICK HIGGINS, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2021-13** entitled,

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA NATURAL RESOURCES AGENCY
· DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS FOR THE SURRENDERED AND ABANDONED VESSEL EXCHANGE PROGRAM**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of October 2021**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of October 2021**.

PATRICK HIGGINS, Secretary
Board of Commissioners



COMMISSIONERS

1st Division
Larry Doss
2nd Division
Greg Dale
3rd Division
Stephen Kullmann
4th Division
Richard Marks
5th Division
Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030

STAFF REPORT
HARBOR DISTRICT MEETING
October 14, 2021

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: October 8, 2021

TITLE: Consider Adopting Resolution No. 2021-16 A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorize the Continued Use of Virtual Meetings.

STAFF RECOMMENDATION: Adopt Resolution No. 2021-16.

SUMMARY: As a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act. Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings.

DISCUSSION: As a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance. Based on these recommendations, Staff recommends that the Board continue to conduct virtual meetings as authorized by AB 361.

ATTACHMENTS:

A Resolution 2021-16

**HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

RESOLUTION NO. 2021-16

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

WHEREAS, Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings;

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;

SECTION 2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

SECTION 3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);

SECTION 4. That the Board will reconsider the above findings within 30-days of this Resolution.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **14th day of October 2021** by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Stephen Kullmann, President
Board of Commissioners**

**Patrick Higgins, Secretary
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2021-16** entitled,

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of October 2021**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this **14th day of October 2021**.

**Patrick Higgins, Secretary
Board of Commissioners**