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

DATE: June 23, 2016
TIME: Executive Closed Session – 6:00 PM
      Regular Session – 7:00 PM
PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings
for people with other handicaps must be requested of the Director of Administrative Services
at 443-0801 at least 24 hours in advance of the meeting.

1. Call to Order at 6:00 p.m.
   a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Sections
      54957(b)(1) (Public Employee Performance Evaluation) and 54956.8 (Conference with Real Property
      Negotiators)
         1) Public Employee Performance Evaluation
            Title: Executive Director, Director of Harbor Operations and Director of Facility Maintenance
         2) Conference with Real Property Negotiators
            Agency Negotiator: Board President, Executive Director and District Counsel
            Under Negotiation:
            PG&E property transfer

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 7:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Closed Session

6. 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. The three (3) minute time limit for each speaker may be enforced
   by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular
   meeting of the District.

7. Consent Calendar
   a. Consideration of extension of Permit No. 13-02 authorizing the Hog Island Oyster Company Arcata Bay
      Shellfish Mariculture Facility.

8. Communications and Reports
   a. Executive Director Report
   b. Staff Reports
   c. District Counsel, District Planner and District Treasurer Reports
   d. Commissioner and Committee Reports
   e. Other
      • John Hummer – US Maritime Administration (MARAD)
Agenda for June 23, 2016 Regular Board Meeting

9. Non Agenda

10. Unfinished Business
   a. Consideration of adopting the Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the Application by Chevron USA for the Chevron Eureka Terminal Dock Seismic Retrofit.
   b. Consideration of adopting Resolution 2016-12, Which Establishes Findings Relative to the CEQA Initial Study/Mitigated Negative Declaration for Chevron Eureka Terminal Dock Seismic Retrofit.
   c. Consideration of granting to Chevron Permit 16-02 for the Chevron Eureka Terminal Dock Seismic Retrofit.
   d. Public Hearing and First Reading of Budget for FY2016/17.

11. New Business
   a. Consideration of approval of Employment Agreement with Executive Director Jack Crider.
   b. Consideration of adoption of Resolution No. 2016-11, A Resolution to Enter Into a Contract and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area.

12. Administrative and Emergency Permits

13. Adjournment
AGENDA REPORT

For agenda of: June 23, 2016

Agenda Items: Unfinished Business (a), (b) and (c)

Unfinished Business

a. Consideration of adopting an Initial Study (IS) /Mitigated Negative Declaration (MND) (SCH #2016052046) which analyzed the proposed Chevron Eureka Terminal Dock Seismic Retrofit activities (Permit Application 16-02) near and in Humboldt Bay. The Chevron Eureka Terminal occupies two parcels- an inland parcel and an adjacent tideland parcel into which the terminal’s single pier and dock extends into Humboldt Bay.

The Chevron Eureka Terminal Dock seismic retrofit is a compliance driven project as required by the California State Lands Commission. It has been determined that the existing timber structure is inadequate to support the pipeway during seismic events. Retrofitting the structure consists of isolating the pipeway from the timber dock structure by installing a new steel support system along the trestle and a new unloading platform on the wharf. The remainder of the existing dock will remain in place and is not part of this project. Four 24” steel pipe piles will be installed to support the new unloading platform and twenty 16” steel pipe piles will be installed along the trestle to support the pipeway. It is estimated a total of 71 existing treated timber piles will be removed.

The proposed project will provide a seismic upgrade to the existing structure and will not add any additional square footage or capacity to the Chevron Eureka Terminal Dock. The total fill volume change is a 35.4 sf reduction after the removal of treated timber piles. Impacts to the following environmental factors: biological resources, cultural resources, Hazards and Hazardous Materials, Hydrology and Water Quality and Noise, can occur from temporary short-term construction activities. Mitigation measures have been developed for each affected environmental factor, reducing potential impacts to less than significant. Therefore the Initial Study and Mitigated Negative Declaration determine that the project’s impacts will be less than significant with mitigation incorporated. The proposed IS/MND was made available for the public’s review and comment via a Notice of Intent (see attached), with a comment period beginning May 16, 2016 and ending June 16, 2016. No comments regarding this project were received.

A Mitigation Monitoring Reporting Program (MMRP) has been prepared for the project to ensure mitigation measures adopted in connection with project approval are effectively implemented. This MMRP establishes the framework HBHRCD and others will use to implement the adopted migration measures and implementation monitoring and/or reporting.

Board Packet Material:
- IS/MND for Chevron Eureka Terminal Dock Seismic Retrofit
- Notice of Intent to Adopt Mitigated Negative Declaration
- Mitigation Monitoring Reporting Program
**Staff Recommendation:** that the Board of Commissioners adopts the Chevron Eureka Terminal Dock Seismic Retrofit IS/MND and MMRP, and determine that:

(1) The Chevron Eureka Terminal Dock Seismic Retrofit IS/MND and MMRP have been completed in compliance with CEQA,

(2) The Chevron Eureka Terminal Dock Seismic Retrofit IS/MND and MMRP were presented to the decision-making body of the Humboldt Bay Harbor District and that the Humboldt Bay Harbor District reviewed and considered the information contained in the IS/MND and MMRP prior to approving the project; and

(3) The Chevron Eureka Terminal Dock Seismic Retrofit IS/MND and MMRP reflect the Humboldt Bay Harbor District’s independent judgment and analysis.

And,

**b. Consideration of adopting Resolution 2016-12 which establishes findings relative to the Chevron Eureka Terminal Dock Seismic Retrofit IS/MND and MMRP.**

**Board Packet Material:**
- Resolution 2016-12

**Staff Recommendation:** approval of Resolution 2016-12

And,

**c. Consideration of granting to Chevron Permit16-02, for the Chevron Eureka Terminal Dock Seismic Retrofit**

**Summary:** The proposed permit would allow Chevron to retrofit Eureka Terminal Dock to comply with California State Lands Commission policy, as described above.

**Board Packet Material:** Permit 2016-02

**Staff Recommendation:** Approval of Permit 2016-02
Mitigation Monitoring / Reporting Program

(MMRP)

HUMBOLDT BAY HARBOUR, RECREATION AND CONSERVATION DISTRICT

This Mitigation Monitoring/Reporting Program (MMRP) has been prepared for the project described below in conformance with Section 21081.6 of the California Environmental Quality Act (CEQA) and Section 15097 of the CEQA Guidelines and was adopted by the Humboldt Bay Harbor, Recreation and Conservation Board of Commissioners [TENTATIVELY] June 23 2016.

PROJECT TITLE: Chevron Eureka Terminal Dock Seismic Retrofit

STATE CLEARINGHOUSE NUMBER: 2016052046

LEAD AGENCY: Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD), 601 Startare Drive, Eureka, CA 95501

PROJECT LOCATION: 3400 Christie Street, Eureka, CA


PROJECT DESCRIPTION: The Chevron Eureka Terminal Dock seismic retrofit is a compliance driven project as required by the California State Lands Commission (CSLC) per CBC Chapter 31F, Marine Oil Terminals. Retrofitting the structure consists of isolating the pipeway from the timber dock structure by installing a new steel support system along the trestle and a new unloading platform on the wharf. The remainder of the existing dock will remain in place and is not part of this project. Four 24” steel pipe piles will be installed to support the new unloading platform and twenty 16” steel pipe piles will be installed along the trestle to support the pipeway. It is estimated a total of 71 existing treated timber piles will be removed.

CONTACT PERSON: George Williamson, AICP, District Planner; phone: (707) 825-8260; fax: (707) 825-9181; e-mail: districtplanner@humboldtbay.org

INTRODUCTION: The purpose of this MMRP is to ensure that the mitigation measures adopted in connection with project approval are effectively implemented. This MMRP establishes the framework that HBHRCD and others will use to implement the adopted mitigation measures and the monitoring and/or reporting of such implementation.

ENFORCEMENT: In accordance with CEQA, the primary responsibility for making a determination with respect to potential environmental effects rests with HBHRCD rather than the monitor or preparer of the CEQA documents. As such, HBHRCD is identified as the primary enforcement agency for this MMRP. The District shall ensure that language assuring compliance shall be incorporated into design and contract documents prepared for the project.

PROGRAM MODIFICATION: After adoption of this MMRP, minor changes to this MMRP are permitted but can only be made by HBHRCD. The Harbor District Planner, after consultation with affected Departments or Agencies, may make minor modifications to this MMRP. If, for any reason, any mitigation measure specified in this MMRP cannot be implemented due to factors beyond the control of HBHRCD, at a noticed public hearing before the HBHRCD Board of Commissioners substitution of another mitigation measure may be approved. In no case shall deviations from this MMRP be permitted unless this MMRP continues to satisfy the requirements of Section 21081.6 of CEQA, as determined by HBHRCD.
<table>
<thead>
<tr>
<th>Mitigation Measure</th>
<th>Responsibility for Implementation</th>
<th>Timing of Implementation</th>
<th>Responsibility for Confirming Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mitigation Measure BIO-1:</strong> In-water work will be limited to the work window of July 1st – October 15th for each year (2016 and 2017), when salmonid species are less likely to be present in the Bay.</td>
<td>Chevron/Pacific Affiliates</td>
<td>July 1-October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure BIO-2:</strong> All impact pile driving activities will incorporate a &quot;soft start&quot; approach whereby the piles are lightly tapped before the full hammer strength is applied. The first few taps of the hammer on the pile should cause fish to swim away from the piles before full impact hammer strength is applied, thereby reducing the potential for fish to be exposed to harmful sound levels.</td>
<td>Marine Contractor</td>
<td>July 1-October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure BIO-3:</strong> A cushion pad, typically wood, nylon or polymer material, will be placed between the pile and the impact hammer to reduce sound levels (see also MM-NOI-1).</td>
<td>Marine Contractor</td>
<td>July 1-October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure BIO-4:</strong> The use of a bubble curtain with the impact hammer will act as a sound barrier and reduce the radiation of the sound from the pile to the water. Bubble curtain shall consist of a &quot;stacked&quot; series of bubble extruder rings to surround the piling with bubbles. The use of bubble curtains will be limited to periods when current speeds do not prevent their use as an effective attenuation measure. The hydroacoustic monitor will visually confirm that the bubble curtain is operating effectively during impact pile driving.</td>
<td>Hydroacoustic monitor</td>
<td>July 1-October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure BIO-5:</strong> Hydroacoustic monitoring will be required with impact hammer use. The number of strikes per day will be limited by peak noise threshold and the cumulative SEL threshold for fish ≥2g [MND Table 6]. If hydroacoustic monitoring detects underwater sound levels greater than or equal to 180 dB re: 1 µPa, a marine mammal shut-down zone will be established for each pile being driven. A qualified biological monitor will visually scan the project site and surrounding waters for marine mammal presence at least 30 minutes before and continuously throughout periods of impact pile driving. If any marine mammal is sighted in the shutdown zone before pile driving begins, the contractor (or other authorized individual) will delay pile-driving activities until the animal has moved outside the shutdown zone or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans. If any marine mammal is about to enter or is observed in the shutdown zone during pile driving, the pile-driving activities will be shut down until the animal has moved outside the shutdown zone, or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans.</td>
<td>Qualified biological monitor</td>
<td>July 1-October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure BIO-6:</strong> Mitigation involves the removal of forty 14&quot; diameter (1.1 sf) treated timber piles from the south side of trestle during construction. Creosote treated piles make up majority of those to be removed, though some are preservative treated. Removal of these piles will remove point sources for contamination of the bay water and increase the quality of the bay.</td>
<td>Marine Contractor</td>
<td>July 1-October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
</tbody>
</table>
Of the 40 piles (42.7 sf) to be removed, 25 (26.7 sf) are located in eelgrass habitat. The remaining 15 piles (16.0 sf) are located in deeper water to the west. Approximately 31 additional timber piles (33.1 sf) will be removed from the wharf area, though these will be removed as part of construction, so will not count toward mitigation. Four 24" diameter steel piles (12.6 sf) will be installed at the wharf and twenty 16" steel piles (27.9 sf) will be installed along the trestle. Of the 20 piles installed along the trestle, 15 (20.9 sf) will be in eelgrass habitat and five (7.0 sf) will be in deeper water to the west. Table 7 below summarizes the change in fill area caused by pile placement and removal.

<table>
<thead>
<tr>
<th>Piles to be removed</th>
<th>No. of Piles</th>
<th>Diameter (in)</th>
<th>Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wharf [not mitigation]</td>
<td>31</td>
<td>14</td>
<td>33.1</td>
</tr>
<tr>
<td>Trestle (out of eelgrass habitat) [mitigation]</td>
<td>15</td>
<td>14</td>
<td>16.0</td>
</tr>
<tr>
<td>Trestle (in eelgrass habitat) [mitigation]</td>
<td>25</td>
<td>14</td>
<td>26.7</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>71</strong></td>
<td>--</td>
<td><strong>75.9</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Piles to be installed</th>
<th>No. of Piles</th>
<th>Diameter (in)</th>
<th>Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wharf</td>
<td>4</td>
<td>24</td>
<td>12.6</td>
</tr>
<tr>
<td>Trestle (out of eelgrass habitat)</td>
<td>5</td>
<td>16</td>
<td>7.0</td>
</tr>
<tr>
<td>Trestle (in eelgrass habitat)</td>
<td>15</td>
<td>16</td>
<td>20.9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>24</strong></td>
<td>--</td>
<td><strong>40.5</strong></td>
</tr>
</tbody>
</table>

The total change in area due to pile placement and removal results in 35.4 sf of area gained. The removal of forty treated timber piles as mitigation for potential impacts to fish <2g will remove at total of 42.7 sf of existing fill.

**Mitigation Measure BIO-7**: Permanent impacts to the eelgrass will be offset by removal of 40 piles from the trestle. Twenty five (25) 14" diameter timber piles (26.7 sf) will be removed from eelgrass habitat and another fifteen (15) 14" diameter timber piles (16.0 sf) will be removed from non-eelgrass habitat areas. With the anticipated mitigation ratios being 1:1 for piles removed from eelgrass habitat during the project (26.7 sf) and 2:1 for piles removed from non-eelgrass habitat (16.0 sf / 2 = 8.0 sf), the factored mitigation area credit for pile removal is expected to be 34.7 sf. With the total area of permanent impacts from installation of fifteen 16" diameter piles in eelgrass habitat being 20.9 sf, the net change will result in 13.8 sf of mitigation credit. Table 8 below summarizes the mitigation areas.

<p>| Marine Contractor | July 1-October 15 2016 - 2017 | HBHRC |</p>
<table>
<thead>
<tr>
<th>Mitigation Measure</th>
<th>Responsibility for Implementation</th>
<th>Timing of Implementation</th>
<th>Responsibility for Confirming Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mitigation Ratios</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>During project in eelgrass habitat</td>
<td>1:1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out of eelgrass habitat</td>
<td>2:1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Piles to be removed</strong></td>
<td>No. of Piles</td>
<td>Diameter (in)</td>
<td>Area (sf)</td>
</tr>
<tr>
<td>Trestle (out of eelgrass habitat)</td>
<td>15</td>
<td>14</td>
<td>16.0</td>
</tr>
<tr>
<td>Trestle (in eelgrass habitat)</td>
<td>25</td>
<td>14</td>
<td>26.7</td>
</tr>
<tr>
<td>Total</td>
<td>40</td>
<td>--</td>
<td>42.7</td>
</tr>
<tr>
<td><strong>Piles to be installed</strong></td>
<td>No. of Piles</td>
<td>Diameter (in)</td>
<td>Area (sf)</td>
</tr>
<tr>
<td>Trestle (in eelgrass habitat)</td>
<td>15</td>
<td>16</td>
<td>20.9</td>
</tr>
<tr>
<td><strong>Mitigation areas</strong></td>
<td>Factored Area (sf)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit (factored area of trestle piles removed)</td>
<td>34.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impact area</td>
<td>20.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>-13.8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Temporary impacts to eelgrass habitat will be caused primarily by barge spud pile placements. As described above, it is expected ten new bents will be installed and fourteen existing bents will be demolished with the barge positioned in eelgrass habitat. Each new bents will require one barge trip for installation of the pile and a second barge trip for installation of the cantilever support beam. It is estimated two bents will be demolished per barge trip. The estimated number of barge trips into eelgrass habitat is 27. With two spud placements per barge trip, this results in a potential impact area of 230.9 sf. See Table 9 below for a summary of this calculation.

<p>| Potential temporary impacts to eelgrass | |
| Barge placements | |
| Spud pile diameter (in) | 28 |
| Spud pile area (sf) | 4.3 |
| No. spuds per placement | 2 |</p>
<table>
<thead>
<tr>
<th>Mitigation Measure</th>
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<th>Timing of implementation</th>
<th>Responsibility for Confirming Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pile and beam installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barge placements for pile and beam installation (each)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spud area disturbed during pile installation (sf)</td>
<td>85.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spud area disturbed during beam installation (sf)</td>
<td>85.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barge placements for demolition</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spud area disturbed during demolition (sf)</td>
<td>59.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential temporary impacts (sf)</td>
<td>230.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If Barge grounding occurs, areas temporarily impacted will be noted by the monitor on site. These areas will be inspected within a few weeks post-construction (dependent on tides and weather) to make a preliminary observation of the impacted areas. Further observation and a survey of the area will take place during the one year post-construction eelgrass inspection to be completed in May or June. Results of the post-construction survey will be compared to the pre-construction survey (including the survey of a nearby reference area) to determine if any permanent impacts were caused by construction activities.

Should temporary impacts on eelgrass be determined to be permanent after the one year post-construction eelgrass survey, the mitigation credits from pile removal shall be used for compensation. If the impacted area is determined to be greater than the credited area (13.8 sf), additional compensatory mitigation shall be performed. Prior to performing any mitigation, the activity shall be approved by CCC and DFW. At this time, mitigation ratios will be determined, but are expected to be 1.2:1 or greater for mitigation completed one-year post-construction. Potential mitigation opportunities include removal of derelict piles and a dolphin on the north side of the Chevron Dock (≤135 sf), removal of piles on the property north of Chevron (>100 piles) and removal of debris (nine shopping carts, various timbers, bricks, tires, pipes and concrete) along the shoreline.

**Mitigation Measure Cul-1:** Should an archaeological resource be inadvertently discovered during ground-disturbing activities, the Blue Lake Rancheria, Bear River Band of Rohnerville Rancheria and Wyots Tribe Tribal Historic Preservation Officers (THPO) shall be immediately notified and a qualified archaeologist with local experience retained to consult with the Harbor District, the THPOs, the Permittee and other applicable regulatory agencies to employ best practices for assessing the significance of find, developing and implementing a mitigation plan if avoidance is not feasible, and reporting in accordance with Harbor District’s Standard Operating Procedures (SOP).

<p>| qualified archaeologist | July 1-October 15 2016 - 2017 | HBHRCO |</p>
<table>
<thead>
<tr>
<th>Mitigation Measure</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Mitigation Measure Cui-2</strong>: Should human remains be inadvertently discovered during ground-disturbing activities, work at the discovery locale shall be halted immediately, the Harbor District and County Coroner contacted, and the Harbor District’s SOP shall be followed, consistent with state law.</td>
<td>Harbor District and County Coroner</td>
<td>July 1 - October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure Haz-1</strong>: Contractor will have spill kits maintained on the barge and dock equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Spill containment trays shall be placed around all equipment on the barge deck. The Chevron Terminal has a Facility Response Plan (FRP) and will activate the Incident Command System (ICS) in the event of a spill on the water. They will also consult their Coast Guard Dock Operation Manual for applicable procedures.</td>
<td>Marine Contractor</td>
<td>July 1 - October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure Hyd-1</strong>: Marine Contractor to use best management practices to prevent construction debris from entering the water, including but not limited to the following: floating booms; maintain a clean work area; routine equipment inspections, keep crane hydraulics over barge when possible; use of netting, wood platforms and/or scaffolding; prefabricate unloading platform off-site to reduce exposure to concrete castings and welding slag. Marine contractor to utilize alternative vegetable-oil based hydraulic fluids and biodiesel in equipment when feasible to reduce toxicity in the event of an equipment spill or leak.</td>
<td>Marine Contractor</td>
<td>July 1 - October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
<tr>
<td><strong>Mitigation Measure NOI-1</strong>: In event an impact hammer is required during pile driving to meet the target tip depth (Section 7.6, Table 10), a cushion pad is to be used which will reduce noise levels by approximately 5-10 decibels.</td>
<td>Marine Contractor</td>
<td>July 1 - October 15 2016 - 2017</td>
<td>HBHRCD</td>
</tr>
</tbody>
</table>
DRAFT CEQA INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION
FOR:
CHEVRON EUREKA TERMINAL
MOTEAMS COMPLIANCE SEISMIC RETROFIT

3400 CHRISTIE STREET
EUREKA, CA 95501
(707) 444-7850

**

LEAD AGENCY:
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
P.O. BOX 1030
EUREKA, CA 95502

*/

PREPARED BY:

PA

PACIFIC AFFILIATES, INC.
A CONSULTING ENGINEERING GROUP
990 WEST WATERFRONT DRIVE
EUREKA, CA 95501
(707) 445-3001

MAY 16, 2016
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PACIFIC AFFILIATES, INC.
1. CEQA INITIAL STUDY GUIDELINES

The purpose of the Initial Study per California Environmental Quality Act (CEQA) §15063 (c), is to:

1. Provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR or Negative Declaration.
2. Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Negative Declaration.
3. Assist in the preparation of an EIR, if one is required, by:
   a. Focusing the EIR on the effects determined to be significant,
   b. Identifying the effects determined not to be significant,
   c. Explaining the reasons for determining that potentially significant effects would not be significant, and
   d. Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project’s environmental effects.
4. Facilitate Environmental assessment early in the design of a project;
5. Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
6. Eliminate unnecessary EIRs;
7. Determine whether a previously prepared EIR could be used with the project.

The content of an Initial Study are as follows per CEQA §15063 (d):

1. A description of the project including the location of the project;
2. An identification of the environmental setting;
3. An identification of the environmental effects by use of a checklist, matrix or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries.
4. A discussion of the ways to mitigate the significant effects identified, if any;
5. An examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls;
6. The name of the person or persons who prepared or participated in the Initial Study.
2. PROJECT INFORMATION

2.1 PROJECT TITLE
Chevron Eureka Terminal Dock Seismic Retrofit

2.2 LEAD AGENCY
Humboldt Bay Harbor, Recreation, and Conservation District
P.O. Box 1030
Eureka, CA 95502
Phone: 707-443-0801

Contact Person:
Jack Crider, Executive Director, Harbor District

2.3 PROJECT APPLICANT AND OPERATOR
Chevron
Attn: Mark Langholz
3400 Christie Street
Eureka, CA 95501
Phone: 707-444-7850
MXMC@Chevron.com

2.4 FACILITY INFORMATION
The Chevron Eureka Marine Terminal located in Humboldt Bay, provides the majority of the fuel consumed by the Eureka-Arcata areas. Approximately every two weeks a fuel barge berths at the terminal's wharf unloading platform and fuel is transferred via pipelines along the dock trestle. The trestle is outfitted with shut-off valves at both ends, a fire water line and electrical conduit.

2.5 PROJECT LOCATION
The Chevron Eureka Terminal Facility (Lat. 40°46.652, Lon. -124°11.655) is located in Eureka, California, approximately 270 miles north of San Francisco. The Chevron Eureka Terminal occupies two parcels (APN 007-071-008 an inland parcel and APN 007-071-013 an adjacent tideland parcel) west of Highway 101 in southwestern Eureka, California. The terminal's single pier and dock extends into Humboldt Bay, approximately 645 feet from the U.S. Bulkhead line, reaching nearly the U.S. Pier head line. The dock is approximately 0.4 miles north of the mouth of Elk River, and roughly two miles northeast of the mouth of the Bay. See Appendix, Figures 1 & 2 for vicinity map and aerial imagery.

2.6 PROPERTY OWNER(S)
APN 007-071-013 (Tideland Parcel): City of Eureka, 531 K Street, Eureka, CA 95501 (Leased by Chevron)
APN 007-071-008 (Upland Parcel): Chevron USA Inc.

2.7 ZONING
APN 007-071-013 (Tideland Parcel):
Zoning: WD – Development Water
General Plan Designation: WD – Development Water

APN 007-071-008 (Upland Parcel):
Zoning: CDI – Coastal Dependent Industrial
General Plan Designation: MC – Coastal Dependent Industrial

PACIFIC AFFILIATES, INC. 2
3. ENVIRONMENTAL SETTING

The purpose of this section is to briefly describe the baseline existing environmental setting in the vicinity of the project site. Additional information relating to specific environmental factors is included in the discussion of the Environmental Checklist (Section 5).

3.1 REGIONAL SETTING
The Chevron Eureka Terminal Dock is located in the tidelands of Humboldt Bay, off the coast of the Pacific Ocean in Northern California (Appendix, Figures 1 and 2). Highway 101 provides regional access to the facility, approximately 270 miles north of San Francisco.

3.2 LOCAL SETTING
The project site is situated on the tidelands of the eastern shore of Humboldt Bay, between the Entrance Channel and the Arcata Bay. The dock structure is approximately one third of a mile north of the mouth of the Elk River, and 2 miles north of the mouth of the Bay. Eelgrass inhabited mudflats lie north and south of the dock, and open water to the west. Chevron USA owns and operates the adjoining upland parcel to the east. Humboldt Bay is the second largest natural bay in California and has many beneficial uses including, natural and cultural resources, commercial, recreation and conservation.

3.3 BIOLOGICAL SETTING
Diverse habitats within the bay support up to 120 species of fish, 251 species of marine birds, 550 marine invertebrates, 80 species of algae and numerous resident and visiting marine mammals, including 35 managed species of fish (HD, 2016). A Biological Assessment (BA) (Stillwater Sciences 2016a) and California Department of Fish and Wildlife (CDFW) Incidental Take Permit (ITP) application (Stillwater Sciences 2016b) have been prepared by Stillwater Sciences in concurrence with this Initial Study. The BA and ITP identified the following species listed under the state and federal Endangered Species Acts (ESA) with potentially suitable habitat within the vicinity of the proposed project site:

3.3.1 Green sturgeon (*Acipenser medirostris*)
The National Marine Fisheries Service (NMFS) listed the southern DPS green sturgeon as “threatened” in 2006 (71 FR 17757) and designated Humboldt Bay as critical habitat effective November 9, 2009 (74 FR 52300). Green sturgeons migrate to coastal ocean waters, estuaries and bays after two to three years of rearing, where it is believed they spend the majority of their lives (National Oceanic and Atmospheric Administration [NOAA] 2016). With a life span of 60-70 years, the green sturgeon will reach reproductive maturity at around 17 years, and reproduce every two to four years thereafter. The typical spawning migration season for the adult green sturgeon occurs between March-July, with peak activity from April-June (Stillwater 2016a) when they enter large rivers. The southern DPS green sturgeon spawn primarily in the Sacramento River. Sub-adults and adults may forage in the project area during summer and fall months.

3.3.2 Salmonids
The Humboldt Bay watershed supports three species of salmonids listed as threatened under the Federal Endangered Species Act: Coho salmon, Chinook salmon and steelhead. NMFS designated critical habitat in northern California for each of the three salmonid species in February of 2000 (65 FR 42422 42481), (Federal Register 2000).
3.3.3 Coho salmon (*Oncorhynchus kisutch*)
Southern Oregon/Northern California Coast (SONCC) coho salmon were listed under the federal Endangered Species Act (ESA) as threatened on June 18, 1997 (62 FR 33038) and under the California Endangered Species Act (CESA) in 2005. Coho salmon are a semelparous species with a typical lifespan of three years. Upstream migration of adult coho typically occurs from October through late December and out migration of juvenile coho typically occurs between February to late June, with peak juvenile migration observed in April and May (Stillwater 2016a). It is estimated that coho spend an average of 15-22 days in the bay or estuary before migrating to the Pacific Ocean, and typically utilize deeper channels (Stillwater 2016a).

3.3.4 Chinook salmon (*O. tshawytscha*)
Chinook Salmon in the California Coastal ESU occur in the project area and were listed as a threatened species under the Federal Endangered Species Act on September 16, 1999 (64 FR 50393). Chinook salmon spend their juvenile lives in freshwater, migrating to estuarine areas as smolts, and the Pacific Ocean as adults. Chinook salmon are also semelparous, and have a typical lifespan of four to six years. Peak upstream migration occurs from October to November and peak out migration occurs from February to March extending to late June — essentially the same as the coho salmon.

3.3.5 Steelhead (*O. mykiss*)
The Northern California (NC) DPS steelhead were listed under the ESA as threatened in 2006 (71 FR 834). Steelhead in the Northern California Distinct Population Segment occur in the project area and were listed as a threatened species under the Federal Endangered Species Act on January 5, 2006 (50 FR). Steelhead live in freshwater streams for the first one to three years of their lives before out-migrating to the ocean. The steelhead will spend one to four years growing in the ocean before migrating back to freshwater to spawn. Unlike the salmon species, steelhead can spawn multiple times, resulting in multiple migrations during over a lifetime. Juvenile steelhead migrate to the Pacific Ocean through Humboldt Bay from various freshwater sources, typically utilizing the deeper channels. Typical migration timing for adult steelhead returning to freshwater is between December-April (FWS 2016).

3.3.6 Southern eulachon DPS (*Thaleichthys pacificus*)
The Pacific eulachon is a small anadromous fish from the eastern Pacific Ocean (National Marine Fisheries Service [NMFS] 2011). In March 2010, NMFS listed the Southern DPS as threatened under the ESA; the DPS includes populations in Washington, Oregon, and California. Critical habitat was designated in October 2011; in California, critical habitat includes the Mad River (NMFS 2011).

Eulachon spend 3–5 years at sea before returning to freshwater to spawn, from late winter to mid-spring. Eggs are fertilized in the water column, where they then sink and adhere to the river bottom of coarse sand and gravel. Most adults die after spawning. Eggs hatch in 20–40 days, and larvae are carried downstream and “are dispersed by estuarine and ocean currents shortly after hatching” (NMFS 2011).

Eulachon have been documented in Humboldt Bay and nearby coastal rivers such as Redwood Creek and the Mad River. In 1996, the Yurok tribe supported a eulachon sampling effort on the Klamath River of over 110 surveying hours, from early February to early May. No eulachon were observed. Considering the low abundance for over 20 years, California Department of Fish and Wildlife (CDFW) considers the fish to be “nearly extirpated from California” (California Department of Fish and Game [CDFG] 2010).
3.3.7 Longfin smelt (*Spinnchus thaleichthys*)
The state of California listed the longfin smelt as threatened under the California ESA in 2009. Adult and juvenile longfin smelt can be found in the open waters of estuaries, mostly in the middle or at the bottom of the water column. Spawning occurs in fresh water during the winter to early spring (February through April) over sandy or gravel substrate. Most smelt die after spawning, but a few (mostly females) may live another year. It takes almost three months for longfin smelt to reach the juvenile stage. Longfin smelt were historically very common in Humboldt Bay, but have experienced a significant decrease in population since the 1970s. The reasons for the decline in Humboldt Bay are unknown. Longfin smelt larvae would not be present in the area during the late summer and fall. Juvenile and adult longfin smelt would have a moderate likelihood of presence during operations. An ITP application has been developed and submitted to CDFW for this species.

3.3.8 Western snowy plover (*Charadrius alexandrinus nivosus*)
The western snowy plover nests along the Pacific Coast from Damon Point, Washington to Bahia Magdalena, Baja California, Mexico (U.S. Fish and Wildlife Service [USFWS] 2007). Degradation and use of habitat for human activities has been largely responsible for the decline in snowy plover breeding population; other important threats to the snowy plover are mammalian and avian predators, and human disturbance (Page et al. 1995). In the Humboldt Bay region, western snowy plovers primarily breed and winter in ocean-fronting beaches (Brindock and Colwell 2011) although small numbers of plovers have been documented nesting in gravel bars of the Eel River (Colwell et al. 2011). Nonbreeding western snowy plovers occasionally occur on the interior of Humboldt Bay (Colwell 1994), but they are expected to occur mainly in the southern portion of the bay on sandier substrates rather than on softer substrates associated with mudflats in the northern portion of the bay. Snowy plovers are expected to occur in the Project area rarely as occasional foragers.

3.3.9 Marbled murrelet (*Brachyramphus marmoratus*)
The marbled murrelet occurs along the Pacific coast from Alaska to California, foraging nearshore in marine subtidal and pelagic habitats for small fish and invertebrates (USFWS 2011). Breeding occurs in mature, coastal coniferous forest with nests built in tall trees. In California, breeding occurs primarily in Del Norte and Humboldt counties. The loss of old-growth forest is a primary reason for this species' decline (USFWS 1992). In California, marbled murrelets nest in redwoods that are older than 200 years (Nelson 1997). They are also vulnerable to oil spills along the coast. Marbled murrelets can occur in Humboldt Bay as foragers, and are expected to primarily occur in the entrance portion of the bay.

3.3.10 California sea lion (*Zalophus californianus*)
California sea lions are restricted to middle latitudes of the eastern North Pacific. There are three recognized management stocks: (1) the U.S. stock from Canada to Mexico, (2) the western Baja California stock, and (3) the Gulf of California stock (Lowry et al. 2008; Carretta et al. 2009). Breeding colonies only occur on islands off southern California, along the western side of Baja California, and in the Gulf of California (Heath and Perrin 2008). California sea lions feed on fish and cephalopods, some of which are commercially important species such as salmonids, Pacific sardines (*Sardinops sagax*), northern anchovy (*Engraulis mordax*), Pacific mackerel (*Scomber japonicus*), Pacific whiting (*Merluccius productus*), rockfish, and market squid (*Loligo opalescens*) (Lowry et al. 1991; Lowry and Carretta 1999; Weise 2000; Lowry and Forney 2005). California sea lions do not breed along the Humboldt County coast; however non-breeding or migrating individuals may occur in Humboldt Bay.
3.3.11 Harbor seal (*Phoca vitulina*)
Harbor seals are widely distributed throughout the northern Atlantic and Pacific Oceans along coastal waters, river mouths, and bays (Burns 2008; Lowry et al. 2008). Harbor seals consume a variety of prey, but small fishes predominate in their diet (Tallman and Sullivan 2004). In Northern California, pupping peaks in June and lasts about two weeks; pups are weaned in four weeks (Burns 2008). Foraging occurs in a variety of habitats, from streams to bays to the open ocean, and harbor seals can dive to depths of almost 500 meters (m) (Eguchi and Harvey 2005). Harbor seals breed along the Humboldt County coast and inhabit the area throughout the year (Sullivan 1980). Harbor seals use Humboldt Bay as a pupping and haul-out area; other nearby haul-out sites are located in Trinidad Bay and the mouths of the Mad and Eel Rivers.

3.3.12 Harbor porpoise (*Phocaena phocaena*)
Harbor porpoises are distributed throughout the coastal waters of the North Atlantic and North Pacific Oceans, and the Black Sea. In the North Pacific, they range from Point Conception, California, to as far north as Barrow, Alaska, and west to Russia and Japan (Gaskin 1984; Angliss and Allen 2009; Carretta et al. 2009). Harbor porpoises from California to the inland waters of Washington have been divided into six stocks (Carretta et al. 2009), with three additional stocks occurring in Alaskan waters (Angliss and Allen 2009). Porpoises from Humboldt County are included in the SO/NCC stock that extends from Point Arena to Lincoln City, Oregon (Carretta et al. 2009). Harbor porpoises have been observed throughout the year at the entrance to and within Humboldt Bay, usually as single individuals but sometimes in groups, with a maximum size of 12 animals (Goetz 1983). Abundance peaks between May and October, and porpoises are most abundant in Humboldt Bay during the flooding tide.

3.4 HABITAT
Humboldt Bay supports multiple habitats including riparian forest, freshwater marsh, agricultural wetlands, brackish marsh, saltmarsh, intertidal mudflats and eelgrass beds. Eelgrass beds are located within the action area of the project, north and south of the dock.

3.4.1 Eelgrass (*Zostera marina*)
Eelgrass was designated as Essential Fish Habitat (EFH) under the Federal Endangered Species Act Magnuson-Stevens Fishery Conservation and Management Act in 1996 (NOAA 2014). Eelgrass is present predominantly in the tidelands of Humboldt Bay, providing foraging and spawning areas, food, reducing coastal erosion and improving water quality. The California Eelgrass Mitigation Policy (CEMP) recommends a “no net loss” policy. Humboldt Bay has a very healthy eelgrass population and supports the third largest eelgrass population along the west coast (CDFG 2010).

3.5 CULTURAL
Humboldt Bay and surroundings are located within the original Wyot territory, which extended from Trinidad to Scotia, and east to Berry Summit and Chalk Mountain. Wyot people occupied the land for thousands of years until the gold rush of 1849 when white settlers arrived. Indian (Gunther) Island, located within Humboldt Bay, approximately 2.3 miles north of the project site, is the traditional “center of the world” for the Wyot people. Two archaeological village sites, Tuluwat and Etipidol wotperol, are present on the island. Approximately 45 formally recorded cultural resources sites have been identified in the vicinity of Humboldt Bay, and there is a high probability that additional undiscovered sites exist.
4. PROJECT DESCRIPTION

4.1 PROJECT PURPOSE AND NEED
The purpose of this project is to retrofit the Chevron Eureka Terminal Dock to bring the fuel pipeway support structure into compliance with California Building Code (CBC) Chapter 31F. Moffatt and Nichol (M&N), the structural engineering consultant on the project, has performed comprehensive evaluations of the existing structures response per CBC Chapter 31F. The existing timber structure, while suitable under normal operating conditions, was shown to experience catastrophic failure during the considered seismic events due to strong shaking and induced lateral soil movement. The timber piles do not have the strength to withstand this lateral loading. Furthermore, the typical connection between the pile and pile cap consists of a simple steel pin, which is also likely to fail resulting in loss of support for the pipeway. Failure of the pipeway support system would not only have a significant economic impact on the greater Eureka area, but more importantly could have severe environmental consequences. Due to the nature of the structure (fuel conveyance), the seismic potential of the area, and state regulatory requirements, there is a need to bring the pipeway facility up to code in order to prevent product spills and to protect public safety, health and the environment.

4.2 PROJECT DESCRIPTION
The Chevron Eureka Terminal Dock seismic retrofit is a compliance driven project as required by the California State Lands Commission (CSLC) per CBC Chapter 31F, Marine Oil Terminals. It has been determined that the existing timber structure is inadequate to support the pipeway during the considered seismic events. Retrofitting the structure consists of isolating the pipeway from the timber dock structure by installing a new steel support system along the trestle and a new unloading platform on the wharf. The remainder of the existing dock will remain in place and is not part of this project. Four 24" steel pipe piles will be installed to support the new unloading platform and twenty 16" steel pipe piles will be installed along the trestle to support the pipeway. It is estimated a total of 71 existing treated timber piles will be removed.

4.2.1 Construction Methods
Construction means and methods will vary depending on the marine contractor selected for the project. Construction information and sequences described below are a general outline of the anticipated means and methods, but are subject to change.

Construction will be performed primarily from a floating barge equipped with two spud piles. The spuds are on the order of two to three feet in diameter and use gravity to drive themselves into the ground to anchor the barge. The barge will be maneuvered with a small tug boat and occasionally a small skiff will be used as a bow thruster. The barge will move positions frequently during construction, but will only work from the west and south sides of the dock.

For work in intertidal areas (eelgrass habitat), out to approximately Bent 24, the contractor will float the barge in with the incoming tide, let the spuds down to anchor in position, then float out with the outgoing tide. Contact between the barge and mudflat is not expected to occur and the contractor will have a person designated to monitor water levels. Spuds will be placed in and may have an impact on eelgrass habitat, see Section 4.2.7 below. Work on the easternmost bents will be performed by positioning the crane on land at the foot of the dock. Piles will be able to be installed and removed from this position,
thus reducing the potential impact to eelgrass habitat. Work on the easternmost bents will be completed at a lower tide when there is no water to minimize impacts to aquatic organisms. On the western end of the trestle, the barge will be oriented parallel with the dock to allow the spuds to be set down outside of the eelgrass area while the barge floats above eelgrass. The amount of work performed in this manner and from the land side will be dependent on the contractor’s equipment. A crane will be used extensively during all phases of construction. It will mostly be positioned on the barge, but will also be used from land for work on the eastern end of the trestle. Pile driving will be performed by vibratory hammer until refusal or tip elevation is reached. An impact hammer may be used if early refusal occurs for the vibratory hammer. Hammer equipment, size, and duration of vibration will be determined by the contractor based on their means and methods. Estimated hammer sizes are 7,000 in-lbs for vibratory and 40 kip-ft for diesel impact hammer and 20 kip-ft for hydraulic impact hammer.

4.2.2 Best Management Practices
All hazardous materials shall be stored in a secured and contained area (such as a conex or sealed job box) in such a manner that material will not spill due to vessel movement. Alternatives to petroleum based oils and fuels include vegetable-oil based hydraulic fluid and biodiesel. These environmentally friendly products are biodegradable and break down more rapidly in the environment than petroleum products, thus reducing the contamination of soil, groundwater, and surface water in the event of fluid and fuel spills. The marine contractor will use alternative vegetable-oil based hydraulic fluids and biodiesel in equipment when feasible. Not all equipment is compatible (filters, seals, exhaust systems, injectors, etc.) with these environmentally friendly alternatives and it may be prohibitive to modify equipment (i.e. flush systems, change seals, filters, gaskets, etc.) to be compatible.

All equipment shall be inspected and serviced prior to commencing work on the project. Leaks shall be repaired immediately when discovered. Equipment maintenance shall be performed in a confined area specifically designed to control runoff located more than 100 feet away from the mean high tide line. Spill kits equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill shall be maintained on the barge and the dock. Spill containment trays shall be placed around all equipment on the barge deck. When handling fluids and/or equipment on the barge, there should be a minimum of ten feet to the edge of the barge deck, booms/spill kits shall be in the immediate vicinity and ready for deployment and spill trays shall be placed under the area to catch small spills.

Best management practices will be employed to prevent construction debris from entering the water. Floating booms will be placed around construction areas. During work such as cutting and welding, some sort of platform or tarp will be used to catch small debris. The barge deck will be swept as often as necessary to control the spread of debris that may result in foreign object damage potential to water, vehicles, and vessels. Debris placed on the barge shall be contained to avoid any material entering the bay. During high winds and/or precipitation, debris shall be covered with plastic sheeting. Construction spoils will be delivered via barge to the laydown area, placed on a liner, cut to size and placed into covered dumpsters.

4.2.3 Staging, Laydown and Storage Areas
There is no room at the Chevron facility to store materials or equipment due to the extensive fuel storage infrastructure. As such, the contractor will utilize a nearby facility for staging and laydown yards. Schneider Dock and Intermodal Facility (SDI) located 1.4 miles north of the Chevron Dock at 990 West
Waterfront Drive, Eureka, will be the primary yard. An alternative facility, Humboldt Bay Forest Products Dock, located 3.4 miles south of Chevron at 50 C Street, Fields Landing, may also be used.

The contractor will periodically make trips with the barge to the staging facility to deliver debris and/or pick up equipment and materials. Covered dumpsters will be provided by a waste handling company contracted by Chevron. All debris will be disposed of at an appropriately permitted facility.

4.2.4 Project Phasing

The proposed project is divided into two phases scheduled to take place over the course of two years. In-water work (pile driving and removal) must be completed between July 1st and October 15th in order to minimize impacts to salmonids, which are listed under the State and/or Federal Endangered Species Acts. If in-water work must be performed outside of this timeframe, approval from permitting agencies and compensatory mitigation will be required. All out of water work can be performed outside of this timeframe. Due to the nature of the structure (fuel conveyance), it is imperative Phase I of the project be completed in 2016 and Phase II completed in 2017.

4.2.4.1 Phase I

2016: Phase I includes retrofit of the wharf unloading platform and replacement of the two westernmost trestle bays. The wharf retrofit will involve replacing the existing unloading platform at bents 118 to 120 (approximately 1,300 square feet) with a 31.5’ x 37.5’ prefabricated concrete platform structure including three access ramps to the existing structure. Approximately 31 existing timber piles will be removed during Phase I and four 24” steel piles will be installed to support the new unloading platform. In order to install the new unloading platform, Chevron will have to remove a portion of the pipelines, demolish the existing unloading platform and deck, remove the existing piles, then install the new unloading platform. It is anticipated the unloading platform will be fabricated offsite and delivered on a barge, which will float it into place at high tide, then lower the platform on to the new piles with the outgoing tide. The extensive demolition will require the facility to shut down (i.e. not take any barge calls) for a two to three week window. Prior to disassembling the pipelines, Chevron will clear the lines of any residual product and isolate each pipe.

Phase I also involves the installation of the two westernmost pipeway support piles and underpinning systems (see Section 4.2.4.2, Phase II for description of pipeway support). Approximately six timber piles will be removed from bent 32 to 34 as part of this work. Pile driving will be completed within the designated in-water work window; pile removal may occur in Phase I if the schedule permits it, but may also be put off until Phase II. No work will be performed in the eelgrass area during Phase I. The estimated construction staging sequence for Phase I is as follows (M&N, 2016):

- Relocate affected utilities
- Install temporary containment berm as necessary
- Open portions of deck at new pile locations, remove planks and stringers as required and add framing to transfer loads
- Install temporary decking/barriers at openings
- Drive four 24” steel pipe piles [in-water work]
- Cut new piles to elevation
Chevron Eureka Terminal Dock Seismic Retrofit

- Install pile cap plate
- Survey pile cap plate for horizontal and vertical control. Provide locations to platform fabricator to incorporate into the off-site prefabricated construction.
- [OPTIONAL] Remove existing non load bearing batter treated timber piles and treated timber fender piles within the footprint of the final deck removal (Bents 117-121). [in-water work] Remove associated blocking

Phase I (Shut-down): The following work will be performed during a two to three week shut-down work window between berthing vessels.

- Empty and isolate fuel pipes, then remove piping westward of existing flanges at Bent 34 of the trestle. Store piping for later reinstallation
- Remove existing rainwater catch basin pump system, if intending re-use, save all components
- Remove containment, deck ing, stringers, pile caps
- Remove treated timber piles. [in-water work]
- Install prefabricated unloading platform and weld to pile cap plates. Installation will likely be performed by floating the platform superstructure into position on a barge at high tide and then allowing the tide to fall and the superstructure to land in place. Additional jacking may also be provided to aid in alignment and maintaining elevation
- Install access ramps
- Reinstall oil product piping and primary containment basin at flanges
- Install temporary fire lines and utility lines as necessary

Phase I (Post Return to Operations): The remaining work to complete phase I can be completed after the shut-down period.

- Install permanent fire lines
- Install vehicle barriers
- Install cabling to pipeway retrofit bents
- Install permanent guard rails along cut edge of existing wharf
- Install blocking at exposed edges of stringers along cut edge of existing wharf
- Reroute utilities to permanent locations (at completion of Phase II)

Phase I (Trestle Work): Contractor will schedule work along trestle as it fits with the unloading platform work. Only two easternmost trestle piles will be installed during Phase I

- Drive new 16” diameter steel pipe piles [in-water work]
- Cut new piles to elevation and place pile cone cap
- Weld on new pipeway beam cantilever brace support
- Install support beam and brace
- Install new pipe seats after which the piping is supported by the new retrofit pipeway supports
- Remove existing timber pilecaps below the pipeway
- [MITIGATION] Remove six existing treated timber piles below the pipeway [in-water work]
4.2.4.2 Phase II
2017: Phase II is the trestle pipeway retrofit. The existing support system for the 597 ft trestle consists of 34 timber bents spaced at approximately 20 ft that support a ten foot roadway and nine foot pipeway with six pipelines. The retrofit consists of underpinning the pipeway with a new steel support system, then isolating the pipeway from the roadway. Twenty 16” diameter steel pipe piles (two of which will be installed during Phase I) will be driven along the south side of the trestle every 30 ft. A steel beam extending from the pile will underpin the pipeway. A diagonal brace anchored to the pile will support the free end of the beam. Teflon sliding plates or saddles will be inserted to support the piping and allow it to move longitudinally and be restrained transversely with tab plates on the beam. An aramid cable system will be installed along the pipeway to provide continuity between the new piles. Once the pipeway has been underpinned, the existing timber pile caps and 135 timber piles along the pipeway will be removed to isolate the pipeway from the timber structure.

Because the trestle retrofit is an underpinning installation and will not require the removal of existing piping, Phase II will not require a facility shut-down period. During fuel transfers (approximately every two weeks) construction will be shut down. The pipes will be out of service at the time of construction. The estimated construction staging sequence for Phase II is as follows (M&N, 2015):

- Drive new 16” diameter steel pipe piles [in-water work]
- Cut new piles to elevation and place pile cone cap
- Weld on new pipeway beam cantilever brace support
- Install support beam and brace
- Install new pipe seats after which the piping is supported by the new retrofit pipeway supports
- Remove existing timber pilecaps below the pipeway
- [MITIGATION] Remove 36 existing treated timber piles below the pipeway [in-water work]
- Install cabling to pipeway retrofit bents
- Reroute utilities to permanent locations

4.2.5 Pile Driving and Removal
The steel pipe piles are hollow ended which will enable the marine contractor to use a vibratory pile driving hammer for the majority, if not all, of the work. A design tip elevation has been established for each pile, so if this depth can be reached with the vibratory hammer, no impact blows will be required to set the pile. If refusal is met, an impact hammer will be used to finish driving the pile. It is the estimation of EMI, the geotechnical consultant, that a vibratory hammer will be able to be used exclusively.

Existing piles consist primarily of creosote treated timber piles from 14” to 16” in diameter. Numerous repairs have been made to the structure over the years, so there are some pressure treated piles and 24 polyurea coated timber piles were installed from 2014 to 2015. Removal of piles will be by one of three methods: use a vibratory hammer to vibrate the piles out (preferred); place a choker around the pile and pull out with the crane; or, cut or break the pile one foot below the mudline. An effort will be made to remove the piles in their entirety, but this is not always possible. Piles at the wharf will likely be vibrated out. The vibratory action helps to break the skin friction between the pile and sediment to facilitate
removal. In some cases, the old timber piles have deteriorated to a point where the vibratory hammer will crush the wood when clamping on to it. In this case, a choker will be used to attempt to pull the pile. If the pile breaks or can't be pulled out, a diver will excavate the bottom of the pile and cut it one foot below the existing mudline.

Along the trestle, the timber piles to be removed must be cut one foot below the mudline for removal. Fuel pipelines are located directly above the piles, so the risk of damaging a pipe would be too great to pull these piles. A diver will be used to cut the pile off one foot below the mudline. Alternatively, during low tides when the area is dry, the contractor can dig out around the base of the pile to be removed and make a cut through the pile. Method of pile removal will be determined by the contractor, but an effort to keep it from contacting the mudflat will be made.

Once the pile has been removed, it will be contained on the barge until transferred to the onshore laydown area where it will be cut down to size and placed in covered dumpsters. Treated timbers (pile caps, beams, decking, bracing, etc.) removed from the dock during the project will be handled in a similar fashion as the piles. Chevron will contract a certified waste hauler to provide the dumpsters and to transport the treated wood to a permitted landfill. All treated wood will be protected from contact with precipitation by covering with plastic sheeting when necessary.

4.2.6 Hydroacoustics
It is anticipated that a vibratory hammer will have the ability to drive the hollow ended steel pipe piles to design depth. The vibratory hammer does not create noise levels that approach the project's acoustic thresholds (Tables 1 and 2), so no acoustic monitoring will be required. In the event a pile refuses with the vibratory hammer, the contractor will finish setting the pile with an impact pile driving hammer. Peak and cumulative sound thresholds would likely be exceeded during unattenuated impact driving of steel piles. Table 1 below contains the thresholds for peak and cumulative sound exposure level (cSEL) thresholds for fish.

<table>
<thead>
<tr>
<th>Interim Criteria for Injury</th>
<th>Underwater Noise Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak</td>
<td>206 dB re: 1μPa (for all size of fish)</td>
</tr>
<tr>
<td>Cumulative SEL</td>
<td>187 dB re: 1μPa2-sec – for fish ≥ 2 grams</td>
</tr>
<tr>
<td></td>
<td>183 dB re: 1μPa2-sec – for fish &lt;2 grams</td>
</tr>
</tbody>
</table>

Table 2 depicts underwater sound thresholds identified by NMFS (2012) related to potential disturbance or injury to marine mammals based on peak sound generation during pile driving.

<p>| Table 2. Underwater sound threshold levels for disturbance/injury to marine mammals (NMFS 2012) |  |</p>
<table>
<thead>
<tr>
<th>Species</th>
<th>Underwater Noise Threshold (dB re: 1μPa)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vibratory Pile Driving Disturbance Threshold</td>
</tr>
<tr>
<td></td>
<td>120 dB\text{RMS}</td>
</tr>
<tr>
<td>Pinnipeds and sea otters</td>
<td></td>
</tr>
<tr>
<td>Cetaceans</td>
<td>120 dB\text{RMS}</td>
</tr>
</tbody>
</table>

Because this is a compliance driven project with a strict in-water work window (July 1-October 15), an exceedance of the allowable sound threshold for fish <2g (183 dB re: 1μPa2-sec) is being proposed to facilitate completion of the in-water work (pile driving and removal) before October 15\text{th}. The cSEL threshold for fish ≥2g (187 dB re: 1μPa2-sec) will be observed during all impact pile driving. The amount of impact pile driving required for the project is unknown. Worst case scenario is all piles meet refusal with the vibratory hammer several feet from design depth. Without the proposed 183 dB threshold exceedance and attenuation measures, the contractor could be limited to less than 50 blows before being shut down for a minimum of 12 hours. Pile resistance (blows/foot) is unknown, but for a pile installation to be approved by the engineer without reaching the design tip elevation, it must achieve 30 blows/foot (approximated based on estimated hammer size, subject to change) and the minimum embedment depth. If there is a significant amount of impact pile driving required, and the contractor is limited to a small daily blow count, the project will be stretched out and not all work will be completed by October 15\text{th}.

The threshold exceedance will be implemented to maintain the project schedule (i.e. complete all in-water work before October 15\text{th}). For Phase I, the piles must be driven to their final location, surveyed and final fabrication done on the unloading platform (pile connection points based on pile location) by early October so the contractor has time to complete the demolition of the existing unloading platform (pile removal, which is in-water work) before October 15\text{th}. Pile removal must be delayed until the unloading platform is ready to install because Chevron must shut the facility down to perform the demolition and install the platform. A barge will float the platform into place at high tide, then lower it on to the new piles as the tide recedes. During shutdown, there can be no fuel barge deliveries, so the shutdown time must be minimized (estimated at two to three weeks). For Phase II work, the piles must be driven to depth with enough time left in the schedule for the contractor to install the pipeway underpinning system (cantilever support beam, brace, sliding plates and cable system) and complete the demolition of the existing structure (pile removal, which is in-water work) to isolate the pipeway before the October 15\text{th} deadline.

An Incidental Take Permit (ITP) will be applied for and obtained from CDFW for the potential take of juvenile longfin smelt as a result of the increased cSEL threshold. As mitigation for the potential take, 40 treated timber piles will be removed from the trestle. An additional 31 timber piles will be removed from the wharf, but these will be removed as part of the project, not for mitigation. Creosote treated piles make up the majority of those that will be removed, though some are preservative treated. Creosote and preservative chemicals (i.e. zinc, copper, arsenic) have the potential to leach into the water. Removal of these piles will remove point sources for contamination of the bay water. Additionally, the minimization measures described below will be employed to reduce the potential impacts.
In an effort to minimize noise effects from impact pile driving the contractor will implement the use of a bubble curtain around the piling. The air within bubble curtain “absorbs” some of the noise generated from pile driving, which reduces the potential impact area. A rapidly incoming or outgoing tide reduces bubble curtain effectiveness, since bubbles get carried away from the piling. Therefore, the contractor will use a “stacked” series of bubble extruder rings to surround the piling with bubbles. In addition, to improve the effectiveness of the bubble curtain, the contractor will make an effort to finish driving a pile with an impact hammer in the period that extends from one hour before and one hour after slack tide, which would avoid rapid tidal velocities and dispersal of the bubbles. (Stillwater 2016a)

A second noise impact minimization measure that will be employed during any impact hammer pile driving will be the use of cushioning blocks between the hammer and top of piling. The caps are typically one to three inches thick and made with wood, nylon, or a polymer material. The caps are used to absorb and dissipate heat and can protect the top of the pile from damage. (Stillwater 2016a)

During impact pile driving, personnel will be onsite to monitor sound levels in real time to ensure the established thresholds are not exceeded. It is expected the peak noise thresholds will not be approached. The cumulative SEL (187 dB) threshold will be reached during extending impact pile driving sessions. A hydrophone will be placed at the mid-point of the water column, 10 meters away from the pile being driven. Peak and cumulative SEL thresholds will be monitored and when a threshold is approached, the monitor will signal the equipment operator to stop the pile driving.

To insure injury does not occur to marine mammals, hydroacoustic monitoring will be conducted during impact pile driving to determine the distance from the pile at which underwater sound levels reach 180 dB re: 1μPa occurs (assuming it does). If this sound level is reached, then a shut-down zone equal to that distance will be established around each pile being driven. A qualified biological monitor will visually scan the project site and surrounding waters for the presence of marine mammals at least 30 minutes before and continuously throughout periods of impact pile driving. If any marine mammal is sighted in the shutdown zone before pile driving begins, the contractor (or other authorized individual) will delay pile-driving activities until the animal has moved outside the shutdown zone or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans. If any marine mammal is about to enter or is observed in the shutdown zone during pile driving, the pile-driving activities will be shut down until the animal has moved outside the shutdown zone, or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans. If 180 dB re: 1μPa is not reached, a biological monitor will not be required to be present for the remainder of the project.

The hydroacoustic monitoring and thresholds described above are subject to change based on input from CCC, NMFS and CDFW during their review of hydroacoustic monitoring plan for the project.

4.2.7 Eelgrass Habitat
Eelgrass habitat occurs on the mudflats adjacent to the dock from the shoreline out approximately 400 ft (between bents 23 and 24). Eelgrass has been identified as Essential Fish Habitat by NMFS, a “Habitat Area of Particular Concern” under the Magnuson-Stevens Fishery Conservation and Management Act and a “species of special biological significance” pursuant to the California Coastal Act. Eelgrass serves as rearing habitat for estuarine species. Construction along the trestle has potential to impact eelgrass by placement of piles and barge spuds and prop wash from barge assist vessels. The number of barge trips
into the eelgrass area can only be estimated and will be dependent on how much work can be completed during each high tide window.

A comprehensive Eelgrass Mitigation and Monitoring Plan has been prepared for the project by H.T. Harvey & Associates (H.T. Harvey and Associates [HTH] 2016). This plan discusses potential impacts to eelgrass habitat, monitoring of eelgrass (within the project area and at a nearby reference area), and mitigation measures. For Phase II construction, monitoring surveys will occur pre-construction in May or June 2017 (during the active eelgrass growing season), as soon as feasible following construction (depending on tides and other factors), and again in May or June 2018. Eelgrass beds will be mapped and eelgrass parameters will be sampled. Post-construction results from the project and reference areas will be compared to pre-construction results to determine the projects impact on the eelgrass habitat. The amount of mitigation required will be determined based on evidence of visible scarring and/or detectable losses in eelgrass areal extent, percent cover, or turion density that are determined to be attributable to project actions.

Chevron performed eelgrass mitigation in 2015 as part of a multi-year maintenance and repair project at the dock. A total of 315 s.f. of structures were removed as part of the mitigation effort. The area credited for mitigation is subject to reduction due to mitigation ratios and must be approved by the governing agencies. The credited area will be used to mitigate for impacts caused by the maintenance and repair construction completed in 2015. Any credited area remaining will be held in a “mitigation bank” for future work by Chevron at the dock. Other mitigation options include removing derelict piles and a dolphin on the north side of the dock, removal of piles on the property north of Chevron and removal of debris along the shoreline.

4.3 APPROVAL AUTHORITY
Approval from the following agencies is required for this project (Table 3):

<table>
<thead>
<tr>
<th>Agency</th>
<th>Requirement</th>
<th>Submission Date</th>
<th>Approval Date</th>
<th>Permit Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humboldt Bay Harbor, Recreation and Conservations District</td>
<td>Harbor District Permit</td>
<td>01/08/16</td>
<td>Pending</td>
<td>TBD</td>
</tr>
<tr>
<td>City of Eureka Community Development</td>
<td>Consolidation of Coastal Development Permit</td>
<td>01/11/16</td>
<td>Pending</td>
<td>TBD</td>
</tr>
<tr>
<td>City of Eureka Building Department</td>
<td>Building permit</td>
<td>01/11/16</td>
<td>Pending</td>
<td>B16-0028</td>
</tr>
<tr>
<td>California Coastal Commission</td>
<td>Coastal Development Permit</td>
<td>01/08/16</td>
<td>Pending</td>
<td>CDP 1-16-0049</td>
</tr>
<tr>
<td>U.S. Army Corps</td>
<td>Nationwide Permit</td>
<td>01/08/16</td>
<td>Pending</td>
<td>TBD</td>
</tr>
<tr>
<td>California State Water Resources Control Board</td>
<td>401 Water Quality Certification</td>
<td>01/08/16</td>
<td>Pending</td>
<td>TBD</td>
</tr>
<tr>
<td>National Marine Fisheries Service</td>
<td>Consultation for Army Corps permit</td>
<td></td>
<td>Pending</td>
<td>N/A</td>
</tr>
<tr>
<td>California Department of Fish and Wildlife</td>
<td>CEQA Trustee Agency, Incidental Take Permit</td>
<td></td>
<td>Pending</td>
<td>N/A</td>
</tr>
<tr>
<td>U.S. Fish and Wildlife Service</td>
<td>Consultation for Army Corps permit</td>
<td>Pending</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------</td>
<td>---------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>Humboldt Bay Fire</td>
<td>Approval modified fire suppression system</td>
<td>Pending</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>North Coast Unified Air Quality Management District</td>
<td>None – inspection performed, no permit required</td>
<td>01/08/16</td>
<td>01/08/16</td>
<td>N/A</td>
</tr>
</tbody>
</table>
5. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- Aesthetics
- Biological Resources
- Greenhouse Gas Emissions
- Land Use / Planning
- Population / Housing
- Transportation / Traffic
- Agriculture & Forestry Resources
- Cultural Resources
- Hazards & Hazardous Materials
- Mineral Resources
- Public Services
- Utilities / Service Systems
- Air Quality
- Geology / Soils
- Hydrology / Water Quality
- Noise
- Recreation
- Mandatory Findings of Significance
6. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☑ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

______________________________  May 16, 2016
Signature                          Date
7. EVALUATION OF ENVIRONMENTAL IMPACTS

Seventeen environmental factors were analyzed per the checklist provided in Appendix G of the CEQA Guidelines:

7.1 AESTHETICS

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have a substantial adverse effect on a scenic vista?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Substantially degrade the existing visual character or quality of the site and its surroundings?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

a) Have a substantial adverse effect on a scenic vista?

Finding: Less Than Significant Impact. The project site is visible from parts of the Eureka Hikshari’ Trail located immediately south of the site, and Eureka PALCO Marsh Interpretive Trail. The proposed project will not result in any additional square footage or alter the overall appearance of the dock from any vantage point, however, during temporary construction activities, construction equipment including a barge and heavy equipment will likely be visible from portions of the public trails. The project area is already characterized by industrial activities, similar in visual appearance to the proposed project. Additionally, construction activities are divided into two phases which will minimize the work window per year. Maintaining clean work areas will reduce adverse impacts to the scenic vista during construction activities. All these facts lead to a finding of a less than significant impact.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Finding: No Impact. No scenic resource will be damaged in any way.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Finding: Less than Significant Impact. The retrofit will not negatively impact the character or quality of the site or its surroundings. The retrofit will not increase the size or general appearance of the existing structure.

During the construction phases, barge(s), tugboat(s) and other construction equipment will be present at the site, and may be visible from the surrounding parcels. Construction activities associated with the retrofit are divided into two phases, which will reduce the length of construction activity per year. Additionally, the site is already characterized by industrial activity that is similar to the proposed project. Impacts will be less than significant.

d) Create new source of glare.

PACIFIC AFFILIATES, INC.
Finding: No Impact. No additional light sources are proposed for this project. The majority of construction activity will take place during daylight hours to eliminate the need for additional light sources during construction.

7.2 AGRICULTURE AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned timberland Production (as defined by Government Code section 51104(g))?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>d) Result in the loss of forest land or conversion of forest land to non-forest use?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Finding: No Impact. The project will not convert Prime, Unique Farmland or Farmland of Statewide Importance to a non-agricultural use. No important farmland data was identified for the County of Humboldt in the State of California Department of Conservation’s Farmland Finder (California Department of Conservation [CA DOC] 2016).

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
Finding: No Impact. The subject property is not zoned for agricultural use, nor is there a Williamson Act contract associated with the property.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned timberland Production (as defined by Government Code section 51104(g))?  

Finding: No Impact. The project area does not consist of any forest or timberland. The tidal parcel is zoned WD-Development Water, and the adjacent upland parcel is zoned MC-Coastal Dependent Industrial. The project will not cause conflict with or rezoning of forest land, timberland or timberland production.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

Finding: No Impact. The project area does not consist of any forest or timberland. No forest land will be lost or converted as a result of this project. The wharf and pipeway retrofit will not increase the footprint of the existing structure. The existing loading/unloading dock will be upgraded to a prefabricated concrete structure.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Finding: No Impact. This project will not impact farmland or forest land.

7.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Conflict with or obstruct implementation of the applicable air quality plan?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>d) Expose sensitive receptors to substantial pollutant concentrations?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>e) Create objectionable odors affecting a substantial number of people?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

PACIFIC AFFILIATES, INC. 19
a) Conflict with or obstruct implementation of the applicable air quality plan?

Finding: No Impact. Construction activities will generate temporary emissions of engine combustion products primarily from heavy equipment and trucks used to haul waste material. Impacts to air quality are not expected to be significant and will not require mitigation.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Finding: Less Than Significant Impact. Humboldt County lies within the North Coast Air Basin, which also includes the counties of Del Norte and Trinity. According to the North Coast Unified Air Quality Management District (NCUAQMD), the North Coast Air Basin is in attainment of all state and federal ambient air quality standards with the exception of the State 24-hour PM$_{10}$ standard in Humboldt County only. Elevated levels of PM$_{10}$ in the area are attributed to on and off-road vehicles, open burning, residential wood stoves and stationary industrial sources. In the most recent Air Monitoring Report published in January of 2016 for the month of October, 2015 no exceedances were observed (NCUAQMD, 2016). The California and Federal ambient air quality standards for particulate matter (PM) are summarized in Table 4:

<table>
<thead>
<tr>
<th>Averaging Time</th>
<th>PM 10 (µg/m$^3$)</th>
<th>PM 2.5 (µg/m$^3$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>California AAQS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual*</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>24 Hour</td>
<td>50</td>
<td>See Below**</td>
</tr>
<tr>
<td>Federal AAQS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 Hour</td>
<td>150</td>
<td>35</td>
</tr>
</tbody>
</table>

*Annual Arithmetic Mean
**There is no separate 24-hour PM 2.5 standard in California
***Not to be exceeded more than once per year on average over three years

Short term construction activities are not expected to significantly impact the current Humboldt County PM$_{10}$ levels. Due to the nature of the project (in-water), primary sources of PM such as dust from construction and demolition activities entering the air is expected to be less than that of a typical construction project. The proposed project will not require permitting from NCUAQMD as it was determined that it will not trigger the Federal Asbestos NESHAP (NCUAQMD, 2016).

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Finding: No Impact. This project is not expected to result in a cumulatively considerable net increase in the state 24-hour PM$_{10}$ non-attainment.

d) Expose sensitive receptors to substantial pollutant concentrations?

Finding: No Impact. The project site is located in an industrial/commercial area of Eureka. No known schools, daycare centers, hospitals, nursing homes or other sensitive receptors exist within a one-half mile...
radius of the project site. The nearest sensitive receptors are Alice Birney Elementary School and George C Jacobs Junior High School, located approximately 0.7 miles east of the Chevron Eureka Terminal.

e) Create objectionable odors affecting a substantial number of people?

**Finding: No Impact.** Construction activities pose the potential to generate objectionable odors from equipment exhaust. Any fumes generated are expected to be minor, and due to the location of the site combined with the short duration of the construction activities, objectionable odors will not have a significant impact on a substantial number of people.

### 7.4 BIOLOGICAL RESOURCES

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>f)</td>
<td>Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

**Finding: Less Than Significant with Mitigation Incorporated.**
The following special status species could be present within the action area and potentially affected by the proposed project:

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Scientific Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marbled Murrelet</td>
<td>Brachyramphus marmoratus</td>
<td>Federally threatened, State endangered</td>
</tr>
<tr>
<td>Western Snowy Plover</td>
<td>Charadrius alexandrinus nivosus</td>
<td>Federally threatened</td>
</tr>
<tr>
<td>California Brown Pelican</td>
<td>Pelecanus occidentalis californicus</td>
<td>State fully protected species</td>
</tr>
<tr>
<td>Harbor Porpoise</td>
<td>Phocaena phocaena</td>
<td>Protected under the Marine Mammal Protection Act</td>
</tr>
<tr>
<td>Harbor Seal</td>
<td>Phoca vitulina</td>
<td>Protected under the MMPA</td>
</tr>
<tr>
<td>California Sea Lion</td>
<td>Zalophus californianus</td>
<td>Protected under the MMPA</td>
</tr>
<tr>
<td>Southern Eulachon DPS</td>
<td>Thaleichthys pacificus</td>
<td>Federally threatened</td>
</tr>
<tr>
<td>Longfin Smelt</td>
<td>Spirinchthus thaleichthys</td>
<td>State threatened</td>
</tr>
<tr>
<td>Southern Oregon Northern Coastal California (SONCC) Coho Salmon</td>
<td>Oncorhynchus kisutch</td>
<td>Federally threatened, State threatened</td>
</tr>
<tr>
<td>California Coastal (CC) Chinook Salmon</td>
<td>Oncorhynchus tshawytscha</td>
<td>Federally threatened</td>
</tr>
<tr>
<td>Northern California (NC) Steelhead DPS</td>
<td>Oncorhynchus mykiss</td>
<td>Federally threatened</td>
</tr>
<tr>
<td>Coastal cutthroat trout</td>
<td>Oncorhynchus clarki clarki</td>
<td>State Species of Special Concern</td>
</tr>
<tr>
<td>Green Sturgeon (southern DPS)</td>
<td>Acipenser medirostris</td>
<td>Federally threatened, State Species of Special Concern</td>
</tr>
</tbody>
</table>

There is no critical habitat for the marbled murrelet or western snowy plover in the vicinity of the project site (Stillwater 2016a). The western snowy plover may be present along the shore lines and could be adversely affected by impacts to water quality, including increases in turbidity and potential leaks or spills from equipment. Impacts to the western snowy plover will be less than significant with the mitigation measures in Section 7.9 Hydrology and Water Quality. California brown pelicans may roost on the dock structure, however, it is expected pelicans will avoid the active construction area opting for an alternative location around the bay.

Noise generated during pile driving could impact any harbor porpoise, harbor seal or California sea lion present in the area. Underwater noise levels due to pile driving are likely to exceed the disturbance threshold, see Table 2, Section 4.2.6. It is likely these species will naturally avoid areas of construction. If impact pile driving is required, a “soft start” (Mitigation Measure-BIO-2) is meant to deter any mammals from the project area before full impact occurs. To insure injury does not occur to marine mammals, hydroacoustic monitoring will be conducted to determine the distance from pile driving at which underwater sound levels caused by pile driving reach 180 dB re: 1μPa occurs (assuming it does). If this sound level is reached, then a shut-down zone equal to that distance will be established around each pile being driven. A qualified biological monitor will visually scan the project site and surrounding waters for
the presence of marine mammals at least 30 minutes before and continuously throughout periods of impact pile driving. If any marine mammal is sighted in the shutdown zone before pile driving begins, the contractor (or other authorized individual) will delay pile-driving activities until the animal has moved outside the shutdown zone or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans. If any marine mammal is about to enter or is observed in the shutdown zone during pile driving, the pile-driving activities will be shut down until the animal has moved outside the shutdown zone, or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans. Impacts to these species will be less than significant with mitigation incorporated.

A vibratory hammer will be the primary means to drive steel piles. In the event that the vibratory hammer hits refusal before the target tip depth is reached, an impact hammer will be used to drive the pile(s) to final depth. Elevated in-water sound levels from pile driving can adversely impact marine species, Table 6 presents the underwater sound threshold levels for disturbance/injury to fish.

<table>
<thead>
<tr>
<th>Interim Criteria for Injury</th>
<th>Underwater Noise Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak</td>
<td>206 dB re: 1μPa (for all size of fish)</td>
</tr>
<tr>
<td>Cumulative SEL</td>
<td>187 dB re: 1μPa2-sec – for fish ≥ 2 grams</td>
</tr>
<tr>
<td></td>
<td>183 dB re: 1μPa2-sec – for fish &lt;2 grams</td>
</tr>
</tbody>
</table>

The southern eulachon and longfin smelt could be present near the project site. Noise levels, increased turbidity, suspended sediment and impacts to pH could adversely impact the southern eulachon and longfin smelt in the vicinity of the project action area. Section 7.9 Hydrology and Water Quality discusses water quality impacts and associated mitigation. Impacts to the southern eulachon and longfin smelt resulting from the use of an impact hammer are expected to be less than significant with mitigation measures BIO-1-6.

Juvenile longfin smelt may be impacted by cSEL threshold exceedances during impact pile driving. Because this is a compliance driven project with a strict in-water work window (July 1-October 15), an exceedance of the allowable sound threshold for fish <2g (183 dB re: 1μPa2-sec) is being proposed to facilitate completion of the in-water work (pile driving and removal) before October 15th. The cSEL threshold for fish ≥2g (187 dB re: 1μPa2-sec) will be observed during all impact pile driving. The amount of impact pile driving required for the project is unknown. Worst case scenario is all piles meet refusal with the vibratory hammer several feet from design depth. Without the proposed threshold exceedance and attenuation measures, the contractor could be limited to less than 50 blows before being shut down for a minimum of 12 hours. Pile resistance (blows/foot) is unknown, but for a pile installation to be approved by the engineer without reaching the design tip elevation, it must achieve 30 blows/foot (approximated based on estimated hammer size, subject to change) and the minimum embedment depth. If there is a significant amount of impact pile driving required, and the contractor is limited to a small daily blow count, the project will be stretched out and not all work will be completed by October 15th.

The threshold exceedance will be implemented to maintain the project schedule (i.e. complete all in-water work before October 15th). For Phase I, the piles must be driven to their final location, surveyed and final fabrication done on the unloading platform (pile connection points based on pile location) by
early October so the contractor has time to complete the demolition of the existing unloading platform (pile removal, which is in-water work) before October 15th. Pile removal must be delayed until the unloading platform is ready to install because Chevron must shut the facility down to perform the demolition and install the platform. A barge will float the platform into place at high tide, then lower it on to the new piles as the tide recedes. During shutdown, there can be no fuel barge deliveries, so the shutdown time must be minimized (estimated at two to three weeks). For Phase II work, the piles must be driven to depth with enough time left in the schedule for the contractor to install the pipeway underpinning system (cantilever support beam, brace, sliding plates and cable system) and complete the demolition of the existing structure (pile removal, which is in-water work) to isolate the pipeway before the October 15th deadline. Mitigation measure BIO-6 will mitigate potential impacts to juvenile longfin smelt resulting from the use of an impact hammer.

Longfin smelt, coho and CC Chinook salmon, NC steelhead, Coastal Cutthroat trout and sturgeon require similar estuarine habitat and water quality standards to thrive. Noise and suspended sediment were determined to be potential risk factors to these species in the BA (Stillwater 2016a). It is estimated that the majority of the marine species will avoid the project area during construction activities. The proposed in water work schedule of July 1st—October 15th for each year (2016 and 2017), will reduce exposure to construction activities as the salmon and steelhead species will be less likely to be present in the bay due to migration patterns. Should pile driving require the use of an impact hammer to reach the target pile tip depths, the following mitigation measures will apply to reduce the impacts to a level of less than significant:

**Mitigation Measure BIO-1:** In-water work will be limited to the work window of July 1st—October 15th for each year (2016 and 2017), when salmonid species are less likely to be present in the Bay.

**Mitigation Measure BIO-2:** All impact pile driving activities will incorporate a “soft start” approach whereby the piles are lightly tapped before the full hammer strength is applied. The first few taps of the hammer on the pile should cause fish to swim away from the piles before full impact hammer strength is applied, thereby reducing the potential for fish to be exposed to harmful sound levels.

**Mitigation Measure BIO-3:** A cushion pad, typically wood, nylon or polymer material, will be placed between the pile and the impact hammer to reduce sound levels (see also MM-N01-1).

**Mitigation Measure BIO-4:** The use of a bubble curtain with the impact hammer will act as a sound barrier and reduce the radiation of the sound from the pile to the water. Bubble curtain shall consist of a “stacked” series of bubble extruder rings to surround the piling with bubbles. The use of bubble curtains will be limited to periods when current speeds do not prevent their use as an effective attenuation measure. The hydroacoustic monitor will visually confirm that the bubble curtain is operating effectively during impact pile driving.

**Mitigation Measure BIO-5:** Hydroacoustic monitoring will be required with the use of the impact hammer. A draft hydroacoustic monitoring plan for the proposed project dated April 29, 2016, has been prepared by HT Harvey and Associates. The number of strikes per day will be limited by the peak noise threshold and the cumulative SEL threshold for fish ≥2g (Table 6). If hydroacoustic monitoring detects underwater sound levels greater than or equal to 180 dB re: 1 μPa, a marine mammal shut-down zone will be established for each each pile being driven. A qualified biological monitor will visually scan the project site and surrounding waters for the presence of marine mammals at least 30 minutes before and
continuously throughout periods of impact pile driving. If any marine mammal is sighted in the shutdown zone before pile driving begins, the contractor (or other authorized individual) will delay pile-driving activities until the animal has moved outside the shutdown zone or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans. If any marine mammal is about to enter or is observed in the shutdown zone during pile driving, the pile-driving activities will be shut down until the animal has moved outside the shutdown zone, or the animal is not resighted within 15 minutes for pinnipeds or 30 minutes for cetaceans.

**Mitigation Measure BIO-6:** Mitigation involves the removal of forty 14” diameter (1.1 sf) treated timber piles from the south side of the trestle during construction. Creosote treated piles make up the majority of those that will be removed, though some are preservative treated. Creosote and preservative chemicals (i.e. zinc, copper, arsenic) have the potential to leach into the water. Removal of these piles will remove point sources for contamination of the bay water and increase the quality of the bay.

Of the 40 piles (42.7 sf) to be removed, 25 (26.7 sf) are located in eelgrass habitat. The remaining 15 piles (16.0 sf) are located in deeper water to the west. Approximately 31 additional timber piles (33.1 sf) will be removed from the wharf area, though these will be removed as part of construction, so will not count toward mitigation. Four 24” diameter steel piles (12.6 sf) will be installed at the wharf and twenty 16” steel piles (27.9 sf) will be installed along the trestle. Of the 20 piles installed along the trestle, 15 (20.9 sf) will be in eelgrass habitat and five (7.0 sf) will be in deeper water to the west. Table 7 below summarizes the change in fill area caused by pile placement and removal.

<table>
<thead>
<tr>
<th>Piles to be removed</th>
<th>No. of Piles</th>
<th>Diameter (in)</th>
<th>Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wharf [not mitigation]</td>
<td>31</td>
<td>14</td>
<td>33.1</td>
</tr>
<tr>
<td>Trestle (out of eelgrass habitat) [mitigation]</td>
<td>15</td>
<td>14</td>
<td>16.0</td>
</tr>
<tr>
<td>Trestle (in eelgrass habitat) [mitigation]</td>
<td>25</td>
<td>14</td>
<td>26.7</td>
</tr>
<tr>
<td>Total</td>
<td>71</td>
<td>--</td>
<td>75.9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Piles to be installed</th>
<th>No. of Piles</th>
<th>Diameter (in)</th>
<th>Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wharf</td>
<td>4</td>
<td>24</td>
<td>12.6</td>
</tr>
<tr>
<td>Trestle (out of eelgrass habitat)</td>
<td>5</td>
<td>16</td>
<td>7.0</td>
</tr>
<tr>
<td>Trestle (in eelgrass habitat)</td>
<td>15</td>
<td>16</td>
<td>20.9</td>
</tr>
<tr>
<td>Total</td>
<td>24</td>
<td>--</td>
<td>40.5</td>
</tr>
</tbody>
</table>

The total change in area due to pile placement and removal results in 35.4 sf of area gained. The removal of forty treated timber piles as mitigation for potential impacts to fish <2g will remove at total of 42.7 sf of existing fill.

b-c) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service? Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

PACIFIC AFFILIATES, INC. 25
Finding: Less Than Significant with Mitigation Incorporated. The intertidal portion of the project site is considered wetlands under the Clean Water Act (CWA), Section 404. Eelgrass (Zostera marina) is present in the wetlands within the action zone of the proposed project. Eelgrass is considered essential fish habitat (EFH) by USACOE and recognized as an important ecological community by the State and Federal Resource Agencies (NMFS, USFWS and the CDFW). Humboldt Bay supports the third largest eelgrass population along the west coast (CA Fish and Game, 2010). Eelgrass occurs in a narrow depth range along the main channel of Humboldt Bay and provides habitat, protects shorelines from erosion, and filters polluted runoff (NOAA, 2014).

According to NOAA eelgrass mapping provided by H.T. Harvey and Associates, eelgrass beds are not present at the wharf head, however, are located on the north and south sides of the trestle pipeway (Appendix, Figure 3). Based on the eelgrass mapping, no impacts on eelgrass habitat are anticipated to occur during Phase 1 of the project construction: retrofit of the wharf unloading platform and installation of trestle piles at 31.2 and 32.6.

Permanent impacts to eelgrass will consist of twenty five 14” diameter timber piles (26.7 sf) to be removed and fifteen 16” diameter steel piles (20.9 sf) to be installed within eelgrass habitat during Phase II construction. Additional impacts on eelgrass habitat can occur from ground disturbance around piles being removed or installed, barge spud placement and propeller scarring from the assist vessel, though these are generally considered to be temporary impacts. Immediate post-construction observations by HT Harvey completed for the maintenance and repair project in 2015 at the dock did not find any disruption in eelgrass cover or evidence of substrate disturbance in the areas where spud poles were placed and there was no evidence of disturbance to the eelgrass bed from debris pile removal (Eicher 2016). There was reduced eelgrass cover cause by tugboat propeller wash in one area, but it is not believed to have resulted in loss of eelgrass turions (Kalsen 2016).

Ground disturbance around piles to be removed is expected to be minor. Piles in eelgrass habitat will be cut one foot below the mudline instead of being pulled. A small amount of sediment will be displaced to make the cut through the pile, but will be immediately placed back where it came from. Piles to be installed are hollow ended pipe piles so they will not displace soil when installed.

Construction will be performed primarily from a floating barge equipped with two spud piles. The spuds are on the order of two to three feet in diameter and use gravity to drive themselves into the ground to anchor the barge. The barge will be maneuvered with a small tug boat and occasionally a small skiff will be used as a bow thruster. The barge will move positions frequently during construction, but will only work from the west and south sides of the dock.

For work in eelgrass habitat, out to approximately Bent 24, the contractor will float the barge in with the incoming tide, let the spuds down to anchor in position, then float out with the outgoing tide. Contact between the barge and mudflat is not expected to occur and the contractor will have a person designated to monitor water levels. Spuds will be placed in and may have an impact on eelgrass habitat. Work on the easternmost bents will be performed by positioning the crane on land at the foot of the dock. It is estimated one new pile will be installed and two bents (bents 2 and 3) will be demolished with the crane positioned on land. This work will be completed at a lower tide when there is no water in an effort to minimize impacts to aquatic organisms. On the western end of the trestle, the barge will be oriented parallel with the dock to allow the spuds to be set down outside of the eelgrass area while the barge floats above eelgrass. It is estimated four new piles will be installed and seven bents (bents 18 to 24) will be
demolished from this position. Piles installed and removed from these positions reduce the potential impact to eelgrass habitat.

The remaining ten trestle piles will be installed with the barge anchored in eelgrass habitat. It is estimated one barge placement will be required for each pile to be installed in eelgrass habitat. A second barge placement will be required at each pile to install the pipeway support beam and its brace. Similar barge positions will be used as during pile installation. Approximately fourteen bents (bent 4 to 17) will be demolished with the barge anchored over eelgrass habitat. It is estimated two bents will be demolished per barge placement, so a total of seven barge placements will be necessary to complete demolition. A barge placement consists of dropping spud piles into sediment to anchor the barge during construction activity. There are two spud piles that will be deployed, each with an estimated diameter of 28" (4.3 ft²). The assist vessels, used to position the barge as necessary, will avoid areas of eelgrass when possible and stay in deeper water to minimize propeller scarring of eelgrass beds. See Table 9 in Mitigation Measure BIO-7 for a summary of temporary impacts due to barge placements.

Eelgrass is expected to re-establish in areas temporarily impacted during construction. Pre-project, immediate post-construction and one year post-project eelgrass surveys will be conducted to assess the state of the eelgrass beds and determine if the project caused any reduction in eelgrass coverage. In the event that an inadvertent impact on eelgrass occurs, including but not limited to grounding of the barge or a chemical spill, CCC and CDFW are to be notified immediately to assess the damage and determine required compensatory mitigation (if any). Continuous observation of equipment and materials in eelgrass areas will occur during construction as a supplement to the eelgrass surveys. Areas where eelgrass is impacted (temporarily by barge spuds and vessels, or permanently by pile placement and removal) will be noted so these areas can be studied during the surveys. With the addition of mitigation measure BIO-7, impacts on eelgrass habitat will be less than significant.

Mitigation Measure BIO-7: Permanent impacts to the eelgrass will be offset by removal of 40 piles from the trestle. Twenty five (25) 14" diameter timber piles (26.7 sf) will be removed from eelgrass habitat and another fifteen (15) 14" diameter timber piles (16.0 sf) will be removed from non-eelgrass habitat areas. With the anticipated mitigation ratios being 1:1 for piles removed from eelgrass habitat during the project (26.7 sf) and 2:1 for piles removed from non-eelgrass habitat (16.0 sf / 2 = 8.0 sf), the factored mitigation area credit for pile removal is expected to be 34.7 sf. With the total area of permanent impacts from installation of fifteen 16" diameter piles in eelgrass habitat being 20.9 sf, the net change will result in 13.8 sf of mitigation credit. Table 8 below summarizes the mitigation areas for impacts to eelgrass.

<table>
<thead>
<tr>
<th>Mitigation Ratios</th>
<th>No. of Piles</th>
<th>Diameter (in)</th>
<th>Area (sf)</th>
<th>Factored Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>During project in eelgrass habitat</td>
<td>25</td>
<td>14</td>
<td>16.0</td>
<td>8.0</td>
</tr>
<tr>
<td>Out of eelgrass habitat</td>
<td>15</td>
<td>14</td>
<td>26.7</td>
<td>26.7</td>
</tr>
<tr>
<td>Trestle (out of eelgrass habitat)</td>
<td>40</td>
<td>--</td>
<td>42.7</td>
<td>34.7</td>
</tr>
</tbody>
</table>

PACIFIC AFFILIATES, INC.
Chevron Eureka Terminal Dock Seismic Retrofit

<table>
<thead>
<tr>
<th>Piles to be installed</th>
<th>No. of Piles</th>
<th>Diameter (in)</th>
<th>Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trestle (in eelgrass habitat)</td>
<td>15</td>
<td>16</td>
<td>20.9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mitigation areas</th>
<th>Factored Area (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit (factored area of trestle piles removed)</td>
<td>34.7</td>
</tr>
<tr>
<td>Impact area</td>
<td>20.9</td>
</tr>
<tr>
<td>Total</td>
<td>-13.8</td>
</tr>
</tbody>
</table>

Temporary impacts to eelgrass habitat will be caused primarily by barge spud pile placements. As described above, it is expected ten new bents will be installed and fourteen existing bents will be demolished with the barge positioned in eelgrass habitat. Each new bent will required one barge trip for installation of the pile and a second barge trip for installation of the cantilever support beam. It is estimated two bents will be demolished per barge trip. The estimated number of barge trips into eelgrass habitat is 27. With two spud placements per barge trip, this results in a potential impact area of 230.9 sf. See Table 9 below for a summary of this calculation.

**Table 9. Mitigation areas for potential temporary impacts to eelgrass habitat**

<table>
<thead>
<tr>
<th>Potential temporary impacts to eelgrass</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Barge placements</strong></td>
</tr>
<tr>
<td>Spud pile diameter (in)</td>
</tr>
<tr>
<td>Spud pile area (sf)</td>
</tr>
<tr>
<td>No. spuds per placement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pile and beam installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barge placements for pile and beam installation (each)</td>
</tr>
<tr>
<td>Spud area disturbed during pile installation (sf)</td>
</tr>
<tr>
<td>Spud area disturbed during beam installation (sf)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Demolition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barge placements for demolition</td>
</tr>
<tr>
<td>Spud area disturbed during demolition (sf)</td>
</tr>
</tbody>
</table>

Potential temporary impacts (sf) 230.9

Damage to eelgrass due to propeller wash can occur to varying extents. The increased turbulence of the propeller wash can cause minor disturbance such as turbidity and dislodging of weak eelgrass blades or more severe damage such as uprooting of eelgrass turions. An estimated potential impact area is difficult to quantify, but any area the vessel travels could be impacted. The on-site monitor will observe all vessel movements and will note any areas where propeller wash disturbs the sediment.

Barge grounding is unlikely to occur, but if it does, the potential impact area would be equivalent to the bottom area of the barge. The barge used during similar previous projects at the site measured 74 ft by 114 ft, which would result in a potential impact area of 8,436 sf.
These maximum potential impact areas are unlikely to be realized as permanent impacts. All areas temporarily impacted will be noted by the monitor on site. These areas will be inspected within a few weeks post-construction (dependent on tides and weather) to make a preliminary observation of the impacted areas. Further observation and a survey of the area will take place during the one year post-construction eelgrass inspection to be completed in May or June. Results of the post-construction survey will be compared to the pre-construction survey (including the survey of a nearby reference area) to determine if any permanent impacts were caused by construction activities.

Should temporary impacts on eelgrass be determined to be permanent after the one year post-construction eelgrass survey, the mitigation credits from pile removal shall be used for compensation. If the impacted area is determined to be greater than the credited area (13.8 sf), additional compensatory mitigation shall be performed. Prior to performing any mitigation, the activity shall be approved by CCC and DFW. At this time, mitigation ratios will be determined, but are expected to be 1:2:1 or greater for mitigation completed one-year post-construction. Potential mitigation opportunities include removal of derelict piles and a dolphin on the north side of the Chevron Dock (±135 sf), removal of piles on the property north of Chevron (>100 piles) and removal of debris (nine shopping carts, various timbers, bricks, tires, pipes and concrete) along the shoreline.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Finding: Less Than Significant with Mitigation Incorporated: Adult and juvenile salmonids migrate from freshwater sources to the Pacific Ocean, through Humboldt Bay. The project site is located in relatively shallow waters of the Bay and is not likely to impact the migration of adult salmonids who prefer deeper channels. The proposed work window of July 1st – October 15th will avoid impacts to adult salmonids who migrate into the bay in late October and juvenile salmonids who out-migrate during spring and early summer.

It is anticipated that during construction and pile driving activities green sturgeon will have the ability to avoid the project area. Once out of the annoying range of sound generation, the fish can resume normal behavioral patterns, and will therefore not be impacted. This movement away from the pile driving area would not constitute harassment, which is a form of take. The reason for this is that movement out of the area, especially in Humboldt Bay where there are wide expanses of suitable habitat, does not rise to the level that there is a likelihood of injury due to disruption of normal behavioral patterns. Any individual green sturgeon can resume normal behavioral patterns once it is out of the annoying range of sound generation.

The longfin smelt was listed as threatened under the California Endangered Species Act on June 25, 2009. Adult longfin smelt are expected to avoid construction activities that may temporarily impact their habitat, visibility and food supply in the location of the project site, therefore impacts are expected to be less than significant. Temporary adverse impacts on juvenile longfin smelt may occur during pile driving activities due to cumulative sound exposure levels during impact pile driving, see discussion in Section 7.4(a) above. The project will apply for and obtain an ITP from CDFW prior to the start of in-water operations.

Mitigation Measure: See Mitigation Measures BIO-1 to BIO-5.
e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

**Finding: No Impact.** The project will not conflict with any local policies or ordinances protecting biological resources.

f) **Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

**Finding: No Impact.** The project will not conflict with any Habitat Conservation Plan, Natural Community Conservation Plan or other habitat conservation plan.

### 7.5 CULTURAL RESOURCES

<table>
<thead>
<tr>
<th>Would the Project</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>d) Disturb any human remains, including those interred outside of formal cemeteries?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

a,b,d) **Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?** Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? Disturb any human remains, including those interred outside of formal cemeteries?

**Finding: Less Than Significant with Mitigation Incorporated.** There is no record of any historical or archaeological resources or human remains discovered on the site during past dredging and pile replacement projects, however, there is no guarantee that they do not exist. Should any historical or archaeological resources, or human remains as defined in CEQA §15064.5 be discovered during construction activities, Mitigation Measure CUL-1 and CUL-2 (below) shall followed.

**Mitigation Measure CUL-1:** Should an archaeological resource be inadvertently discovered during ground-disturbing activities, the Tribal Historic Preservation Officers (THPO) appointed by the Blue Lake Rancheria, Bear River Band of Rohnerville Rancheria and Wiyot Tribe shall be immediately notified and a qualified archaeologist with local experience retained to consult with the Harbor District, the three THPOs, the Permittee and other applicable regulatory agencies to employ best practices for assessing the significance of the find, developing and implementing a mitigation plan if avoidance is not feasible, and reporting in accordance with the Harbor District’s Standard Operating Procedures (SOP, attached).

**Mitigation Measure CUL-2:** Should human remains be inadvertently discovered during ground-disturbing activities, work at the discovery locale shall be halted immediately, the Harbor District and County Coroner contacted, and the Harbor District’s SOP shall be followed, consistent with state law.
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Finding: No Impact. The project does not like in an area where unique paleontological resources or geologic features are known to exist.

### 7.6 GEOLOGY AND SOILS

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) Strong seismic ground shaking?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) Seismic-related ground failure, including liquefaction?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) Landslides?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Result in substantial soil erosion or the loss of topsoil?</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>d) Be located on expansive soil, as defined in Table 18-18 of the Uniform Building Code (1994), creating substantial risks to life or property?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

a. i-iii) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction?

Finding: Less Than Significant Impact. The sole purpose of the project is to retrofit the facility to be able to withstand a large seismic event. According to local GIS mapping, there are numerous fault zones in the vicinity of the project site, with the nearest being the Little Salmon Fault Zone, located approximately 0.8 miles to the southwest (Humboldt GIS, 2016). The site is susceptible to strong seismic ground shaking and potential ground failure due to earthquakes, and implementation of this project will provide additional

PACIFIC AFFILIATES, INC.
support to the structure to minimize the likelihood of an oil spill during a seismic event. During construction, workers would be exposed to the effects of seismic events, but only for brief periods of time and the exposure is not greater than what occurs regularly throughout Humboldt Bay. The impact is less than significant.

a.iv) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides

Finding: No Impact. The project will not create any additional risk to people or structures due to landslides.

b) Result in substantial soil erosion or the loss of topsoil?

Finding: No Impact. The project will have no impact on topsoil. All construction debris, including the removed treated timber piles and the existing timber wharf platform will be delivered via barge to a contained laydown area (Schneider or Humboldt Bay Forest Products Dock), where it will be sized as needed to load into covered containers. From the laydown area the debris will be transported to a pre-determined permitted disposal site. Construction debris will be covered as necessary to prevent contact with storm water.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Finding: No Impact. There are potentially unstable soil layers beneath the site, however, the purpose of this project is to provide a more stable foundation system for the pipeway. The upper soil layer is susceptible to lateral movement during seismic shaking. The new steel pile foundation will extend beyond the unstable soils into competent material to provide fixity. The proposed pile schedule is as follows (Table 10):

<table>
<thead>
<tr>
<th>BENT</th>
<th>PILE Ø (IN)</th>
<th>PILE THICKNESS (IN)</th>
<th>TOP OF PILE (FT MLLW)</th>
<th>APPROXIMATE MUDLINE* (FT MLLW)</th>
<th>TIP OF PILE (FT MLLW)</th>
<th>PILE LENGTH (FT)</th>
<th>ANODE REQUIRED (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td>16</td>
<td>0.5</td>
<td>13.5</td>
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<td>-36.5</td>
<td>50</td>
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<tr>
<td>3.8</td>
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<td>13.5</td>
<td>2.0</td>
<td>-36.5</td>
<td>50</td>
<td>N</td>
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<tr>
<td>5.2</td>
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<td>0.5</td>
<td>13.5</td>
<td>2.0</td>
<td>-36.5</td>
<td>50</td>
<td>N</td>
</tr>
<tr>
<td>6.8</td>
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<td>0.5</td>
<td>13.5</td>
<td>2.0</td>
<td>-36.5</td>
<td>50</td>
<td>N</td>
</tr>
<tr>
<td>8.2</td>
<td>16</td>
<td>0.5</td>
<td>13.5</td>
<td>2.0</td>
<td>-36.5</td>
<td>50</td>
<td>N</td>
</tr>
<tr>
<td>9.8</td>
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<td>0.5</td>
<td>13.5</td>
<td>2.0</td>
<td>-36.5</td>
<td>50</td>
<td>N</td>
</tr>
<tr>
<td>11.2</td>
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<tr>
<td>12.8</td>
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<td>13.5</td>
<td>2.0</td>
<td>-46.5</td>
<td>60</td>
<td>N</td>
</tr>
<tr>
<td>14.2</td>
<td>16</td>
<td>0.5</td>
<td>13.5</td>
<td>2.0</td>
<td>-46.5</td>
<td>60</td>
<td>N</td>
</tr>
<tr>
<td>15.8</td>
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<td>13.5</td>
<td>2.0</td>
<td>-46.5</td>
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<td>17.2</td>
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<tr>
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<td>13.5</td>
<td>2.0</td>
<td>-46.5</td>
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<tr>
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<td>21.8</td>
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<tr>
<td>24.8</td>
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<td>13.5</td>
<td>-10.8</td>
<td>-51.5</td>
<td>65</td>
<td>Y</td>
</tr>
</tbody>
</table>

PACIFIC AFFILIATES, INC. 32
<table>
<thead>
<tr>
<th>BENT</th>
<th>PILE Ø (IN)</th>
<th>PILE THICKNESS (IN)</th>
<th>TOP OF PILE (FT MLLW)</th>
<th>APPROXIMATE MUDLINE* (FT MLLW)</th>
<th>TIP OF PILE (FT MLLW)</th>
<th>PILE LENGTH (FT)</th>
<th>ANODE REQUIRED (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.2</td>
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<td>0.5</td>
<td>13.5</td>
<td>-14.6</td>
<td>-51.5</td>
<td>65</td>
<td>Y</td>
</tr>
<tr>
<td>28.2</td>
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<td>0.5</td>
<td>13.5</td>
<td>-18.6</td>
<td>-51.5</td>
<td>65</td>
<td>Y</td>
</tr>
<tr>
<td>31.2</td>
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<td>13.5</td>
<td>-19.9</td>
<td>-51.5</td>
<td>65</td>
<td>Y</td>
</tr>
<tr>
<td>32.8</td>
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<td>0.5</td>
<td>13.5</td>
<td>-22.0</td>
<td>-51.5</td>
<td>65</td>
<td>Y</td>
</tr>
<tr>
<td>UNLOADING PLATFORM (X4)</td>
<td>24</td>
<td>0.75</td>
<td>8.2</td>
<td>-22.0</td>
<td>-61.8</td>
<td>70.0</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Contractor to verify

d) Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial risks to life or property?

Finding: No Impact. The project is not known to be located on expansive soils as defined in Table 18-1B of the Uniform Building Code.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Finding: No Impact. The project does not involve and will not result in the construction of septic or alternative waste water disposal systems.

7.7 GREENHOUSE GAS EMISSIONS

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Finding: Less Than Significant Impact. Greenhouse gases will be generated from construction equipment during the construction phases of the project only. Due to the short duration of construction, greenhouse gas emissions will not be significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Finding: No Impact. The project will not conflict with any plan or regulation regarding greenhouse gas emissions.
7.8 **HAZARDS AND HAZARDOUS MATERIALS**

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Sections 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

**Finding: No Impact.** The proposed project involves upgrades to a support system used for the routine conveyance of fuel. No additional capacity or transport of hazardous materials will result from this project.

b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*
Finding: Less Than Significant with Mitigation Incorporated. During construction activities, no barges will be at berth and the pipeline will be secured per existing Chevron protocol. When a barge calls the facility, construction will be shut down until the fuel delivery is complete. Piles to be removed from underneath the pipeway will be cut one foot below the mudline instead of attempting to pull them out using the crane.

All hazardous materials shall be stored in a secured and contained area (such as a conex or sealed job box) in such a manner that material will not spill due to vessel movement. Alternatives to petroleum based oils and fuels include vegetable-oil based hydraulic fluid and biodiesel. These environmentally friendly products are biodegradable and break down more rapidly in the environment than petroleum products, thus reducing the contamination of soil, groundwater, and surface water in the event of fluid and fuel spills. The marine contractor will use alternative vegetable-oil based hydraulic fluids and biodiesel in equipment when feasible. Not all equipment is compatible (filters, seals, exhaust systems, injectors, etc.) with these environmentally friendly alternatives and it may be prohibitive to modify equipment (i.e. flush systems, change seals, filters, gaskets, etc.) to be compatible for a single project.

All equipment shall be inspected and serviced prior to commencing work on the project. Leaks shall be repaired immediately when discovered. Equipment maintenance shall be performed in a confined area specifically designed to control runoff located more than 100 feet away from the mean high tide line. Spill kits equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill shall be maintained on the barge and the dock. Spill containment trays shall be placed around all equipment on the barge deck. When handling fluids and/or equipment on the barge, there should be a minimum of ten feet to the edge of the barge deck, booms/spill kits shall be in the immediate vicinity and ready for deployment and spill trays shall be placed under the area to catch small spills.

Best management practices will be employed to prevent construction debris from entering the water. Floating booms will be placed around construction areas. During work such as cutting and welding, some sort of platform or tarp will be used to catch small debris. The barge deck will be swept as often as necessary to control the spread of debris that may result in foreign object damage potential to water, vehicles, and vessels. Debris placed on the barge shall be contained to avoid any material entering the bay. During high winds and/or precipitation, the debris shall be covered with plastic sheeting. Construction spoils will be delivered via barge to the laydown area, placed on a liner, cut to size and placed into covered dumpsters.

Mitigation Measure Haz-1: Contractor will have spill kits maintained on the barge and dock equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Spill containment trays shall be placed around all equipment on the barge deck. The Chevron Terminal has a Facility Response Plan (FRP) and will activate the Incident Command System (ICS) in the event of a spill on the water. They will also consult their Coast Guard Dock Operation Manual for applicable procedures. The facility’s Spill Prevention, Control, and Countermeasure (SPCC) Plan identifies procedures for a potential release in water and on land. Per the SPCC plan, routine inspections and maintenance are performed at the facility and employees are trained on spill response procedures.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
Finding: No Impact. No existing or proposed schools are located within one-quarter mile of the project site.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Sections 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Finding: No Impact. The site was not identified as a hazardous waste facility pursuant to Government Code Section 65962.5 (CalEPA, 2016).

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Finding: No Impact. The project is located three quarters of a mile from the Samoa Field Airport, owned and operated by the City of Eureka. The Samoa Field Airport averages 48 aircraft operations per week (Samoa, 2015), and does not service commercial airlines. The reach of the crane will be on the order of ±100 feet and will not pose a hazard to local aviation.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

Finding: No Impact. The project does not lie within the vicinity of a private airstrip.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Finding: No Impact. This project will not impair or interfere with any emergency response or evacuation plans.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Finding: No Impact. The project is not located in an area at risk from wildland fires.

7.9 HYDROLOGY AND WATER QUALITY

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Violate any water quality standards or waste discharge requirements?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?  

<table>
<thead>
<tr>
<th></th>
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<th>X</th>
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</thead>
</table>

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?  

<table>
<thead>
<tr>
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</table>

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?  

<table>
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</table>

f) Otherwise substantially degrade water quality?  

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</table>

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?  

<table>
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</table>

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?  

<table>
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</thead>
</table>

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?  

<table>
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</table>

j) Inundation by selche, tsunami, or mudflow?  

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</thead>
</table>

**a) Violate any water quality standards or waste discharge requirements?**

**Finding: Less Than Significant with Mitigation Incorporated.** Humboldt Bay has been listed as a California section 303d category 5 impaired water body since 2006 for the following constituents: Dioxin Toxic Equivalents and PCBs. According to the North Coast Region Basin Plan, Humboldt Bay has the following existing beneficial uses (North Coast Regional Water Quality Control Board [NCRWQCB] 2011):

- Municipal and Domestic Supply  
- Agricultural Supply  
- Industrial Service Supply  
- Freshwater Replenishment  
- Navigation  
- Water Contact Recreation  
- Non-Contact Water Recreation  
- Commercial and Sport Fishing  
- Cold Freshwater Habitat  
- Wildlife habitat  
- Rare, Threatened, or Endangered Species  
- Migration of Aquatic Organisms  
- Spawning, Reproduction, and/or Early Development  
- Shellfish Harvesting  
- Estuarine Habitat  
- Aquaculture  
- Native American Culture

During construction, in-water work such as the removal/installation of piles, and the use of a barge may impact water pH, suspended sediment and turbidity. Pile driving from the landside will occur out of water
during low tide and will have no impacts to water quality. Pile driving from the barge will occur during high tide conditions and is not expected to increase turbidity above the Basin Plan limit of 20% above ambient levels. The bay is naturally turbid and tidal flushing will aide in dispersing suspended sediment. Humboldt State University collects real-time data for multiple water quality parameters including turbidity and dissolved oxygen on the south end of the wharf.

All hazardous materials shall be stored in a secured and contained area in such a manner that material will not spill due to vessel movement. The marine contractor will use alternative vegetable-oil based hydraulic fluids and biodiesel in equipment when feasible. Not all equipment is compatible with these environmentally friendly alternatives and it may be prohibitive to modify equipment to be compatible.

All equipment shall be inspected and serviced prior to commencing work on the project. Leaks shall be repaired immediately when discovered. Equipment maintenance shall be performed in a confined area specifically designed to control runoff located more than 100 feet away from the mean high tide line. Spill kits equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill shall be maintained on the barge and the dock. Spill containment trays shall be placed around all equipment on the barge deck. When handling fluids and/or equipment on the barge, there should be a minimum of ten feet to the edge of the barge deck, booms/spill kits shall be in the immediate vicinity and ready for deployment and spill trays shall be placed under the area to catch small spills.

Best management practices will be employed to prevent construction debris from entering the water. Floating booms will be placed around construction areas. During work such as cutting and welding, some sort of platform or tarp will be used to catch small debris. The barge deck will be swept as often as necessary to control the spread of debris that may result in foreign object damage potential to water, vehicles, and vessels. Debris placed on the barge shall be contained to avoid any material entering the bay. During high winds and/or precipitation, the debris shall be covered with plastic sheeting. Construction spoils will be delivered via barge to the laydown area, placed on a liner, cut to size and placed into covered dumpsters.

The marine contractor is to ensure the implementation of best management practices to avoid construction debris and any hazardous materials from entering the bay. Impacts to water quality will be less than significant with the implementation of MM-HYD-1.

**Mitigation Measure Hyd-1:** Marine Contractor to use best management practices to prevent construction debris from entering the water, including but not limited to the following: floating booms; maintain a clean work area; routine equipment inspections, keep crane hydraulics over barge when possible; use of netting, wood platforms and/or scaffolding; prefabricate unloading platform off-site to reduce exposure to concrete castings and welding slag. Marine contractor to utilize alternative vegetable-oil based hydraulic fluids and biodiesel in equipment when feasible to reduce toxicity in the event of an equipment spill or leak.

b) **Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**
Finding: No Impact. The proposed project will not have any impact on groundwater.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Finding: No Impact. The project will have no impacts on the existing drainage pattern of the site or surrounding areas.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Finding: No Impact. The project will have no impacts on the existing drainage pattern of the site or surrounding areas.

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Finding: Less Than Significant Impact. The proposed wharf unloading platform is essentially the same size as the existing structure. The design includes secondary containment in the form of an eight inch tall concrete curb, providing a containment volume of approximately 528 cubic feet. The wharf unloading platform will drain to a 67 cubic foot capacity rainwater catchment basin and ultimately to the existing oil/water separator located on shore. The wharf unloading platform will not exceed the capacity of the existing storm water drainage system.

Construction debris from the removed piles and existing timber wharf platform will be placed on to a barge. From the barge, the debris will be cut to size as necessary at the predetermined laydown location, loaded into covered containers and hauled off-site to a permitted disposal facility. A liner will be used at the laydown location and all waste will be contained and covered as needed to prevent contact with storm water.

f) Otherwise substantially degrade water quality?

Finding: Less Than Significant Impact. The project will not otherwise substantially degrade water quality.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Finding: No Impact. The proposed project inherently lies within a flood hazard area, however, is located in an area of industrial/commercial development and will not create nor impact housing.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Finding: No Impact. The footprint of the existing dock will remain the same and no additional structures or development are proposed as part of this project.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?
Finding: No Impact. The proposed project will not expose people or structures to an increased risk of loss, injury or death involving flooding.

j) Inundation by seiche, tsunami, or mudflow?

Finding: Less Than Significant Impact. The location of the project site lends itself vulnerable to inundation by tsunami. The proposed project will not increase or abate the risk of tsunami due to an earthquake.

7.10 LAND USE AND PLANNING

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Physically divide an established community?</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</td>
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<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

 Finding: No Impact. The project will have no impact on any established community.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Finding: No Impact. The seismic upgrade will not conflict with any applicable land use plans, policies or regulations.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Finding: No Impact. The proposed project will not conflict with any habitat conservation plans or natural community conservation plans.

7.11 MINERAL RESOURCES

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</td>
<td></td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>b) Result in the loss of availability of a locally-important mineral resource recovery site</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
a-b) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Finding: No Impact. The project will not result in the loss or availability of any mineral resources or recovery sites.

7.12 NOISE

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</td>
<td></td>
<td>Pile</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</td>
<td></td>
<td></td>
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<td>X</td>
</tr>
</tbody>
</table>

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Finding: No Impact. Noise generated from this project will only occur during the short-term construction phases. Noise from construction will not be in excess of any noise ordinances.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Finding: No Impact. Groundbourne noise and vibration may occur during steel pile installation. A total of six (6) piles are proposed to be installed during Phase I in 2016, and eighteen (18) during Phase II in 2017. Piles will be driven primarily using a vibratory hammer; an impact hammer will be used only if refusal is reached prior to reaching the required tip depths. Excessive noise and/or vibration levels are not expected.
to occur as acoustic levels will be monitored with hydrophones during impact pile driving and the number of strikes per day will be limited based on established acoustic thresholds (see Section 7.4 Biological Resources).

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Finding: No Impact. This project will not cause a permanent increase in ambient noise levels.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Finding: Less Than Significant with Mitigation Incorporated. The noise levels in the vicinity of the project site will increase temporarily during construction activities. The noise generated from construction activities will be typical of a construction project, including use of a crane, operation of pile driving hammers, cutting/welding steel and wood. In general, the noise levels are expected to be comparable to the existing noise levels in the primarily industrial/commercial area. In the event that refusal is met during pile driving using the vibratory method, an impact hammer will be used to reach the required tip depths. With the incorporation of mitigation method NOI-1, increases in ambient noise levels resulting from the use of the impact hammer will be reduced to less than significant.

Mitigation Measure NOI-1: In the event that an impact hammer is required during pile driving to meet the target tip depth (Section 7.6, Table 10), a cushion pad is to be used which will reduce noise levels by approximately 5-10 decibels.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Finding: No Impact. The Samoa Field Airport is located approximately three quarters of a mile west-southwest of the site, across the Bay. The Samoa Field Airport, FAA identifier 033, is a public use airport, owned and operated by the City of Eureka. The Samoa Field Airport is not a high traffic airport and will not contribute to cause excessive noise levels in the project area.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Finding: No Impact. The project is not in the vicinity of a private airstrip.

### 7.13 POPULATION AND HOUSING

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?</td>
<td></td>
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<td>X</td>
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</table>

PACIFIC AFFILIATES, INC. 42
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | X

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | X

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Finding: No Impact. The goal of the project is to provide adequate support and stability to the existing pipeway and wharf unloading platform. It will not induce growth but will protect public health, safety and the environment per California Building Code Chapter 31F.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Finding: No Impact. No existing housing will be impacted as a result of the seismic upgrade of the Eureka Chevron Terminal Dock.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Finding: No Impact. No persons will be displaced as a result of the proposed project.

7.14 PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Fire Protection?</td>
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<td>X</td>
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<tr>
<td>b) Police Protection?</td>
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<td>X</td>
<td></td>
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<tr>
<td>c) Schools?</td>
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<td>X</td>
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<tr>
<td>d) Parks?</td>
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<td>X</td>
<td></td>
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<tr>
<td>e) Other Public Facilities?</td>
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<td>X</td>
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</table>

a) Fire Protection?

Finding: No Impact. The proposed project will not have a negative impact to fire protection. Modifications will be made to the fire suppression system on the dock as part of the project. The fire connections will be relocated onto the new unloading platform so they are protected in the event of a seismic event. Proper safety protocol will be followed prior to the unpinning of the pipeway during the trestle retrofit proposed for 2017. The fuel pipelines will be empty at the time of the unpinning and the pipeline is not to be dis-assembled. No impact to fire protection services is anticipated as a result of this project, but due to the nature of the pipeway (fuel conveyance), the possibility of requiring fire protection services during the construction phase exists.
**b-e) Police Protection? Schools? Parks? Other Public Facilities?**

**Finding: No Impact.** The proposed project will not result in an adverse impact to police protection, schools, parks or any other public facilities. Disposal of construction waste will require transportation from the site to the permitted disposal facility, however, such transportation will be temporary.

<table>
<thead>
<tr>
<th>RECREATION</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</td>
<td></td>
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<td>X</td>
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<tr>
<td>b) Does the project include recreational facilities or require the construction of expansion of recreational facilities which might have an adverse physical effect on the environment?</td>
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<td>X</td>
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</tbody>
</table>

**Finding: No Impact.** The proposed project will not increase the use of any existing neighborhood or regional parks, or any other recreational facilities.

**b) Does the project include recreational facilities or require the construction of expansion of recreational facilities which might have an adverse physical effect on the environment?**

**Finding: No Impact.** The proposed project does not include nor require the expansion of any recreational facilities.

<table>
<thead>
<tr>
<th>TRANSPORTATION/TRAFFIC</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Would the Project:</td>
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<td>X</td>
</tr>
<tr>
<td>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</td>
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<tr>
<td>b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the</td>
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<tr>
<td>county congestion management agency for designated roads or highways?</td>
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<tr>
<td>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
<td>X</td>
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<tr>
<td>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
<td>X</td>
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<tr>
<td>e) Result in inadequate emergency access?</td>
<td>X</td>
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<tr>
<td>f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance of safety of such facilities?</td>
<td>X</td>
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</tbody>
</table>

a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

**Finding: No Impact.** By nature, this project will not conflict with the performance of any transportation system.

b) **Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

**Finding: No Impact.** The project will not conflict with any congestion management programs. Construction debris will be transported from the project site to an off-site permitted disposal facility, which will result in a temporary increase in truck traffic. The temporary truck traffic is not out of character for the area and will not conflict with any congestion management program.

c) **Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

**Finding: No Impact.** The project will have no bearing on air traffic patterns.

d) **Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

**Finding: No Impact.** This project does not have any design features that will alter or impact a road way.

e) **Result in inadequate emergency access?**

**Finding: No Impact.** The project will have no impact on emergency access.

f) **Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance of safety of such facilities?**

**Finding: No Impact.** This project will not conflict with any such policies, plans or programs.
### 7.17 UTILITIES AND SERVICE SYSTEMS

<table>
<thead>
<tr>
<th>Would the Project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider’s existing commitments?</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>g) Comply with federal, state, and local statutes and regulations related to solid waste?</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

**Finding: No Impact.** The proposed project will not exceed wastewater treatment requirements of the North Coast Water Quality Control Board.

**b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

**Finding: No Impact.** The proposed project will not have an impact on the facility's existing production of wastewater.

**c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

**Finding: Less Than Significant Impact.** The Proposed wharf retrofit will be roughly the same size as the existing unloading platform. A rainwater catch basin will collect storm water from the unloading platform and discharge to an existing oily water tank. There will be a less than significant impact to the area of impermeable surface.
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Finding: No Impact. No new or expanded water supply entitlements are needed for this project.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

Finding: No Impact. The proposed project will not cause an increase in demand on the existing wastewater treatment provider.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?

Finding: Less Than Significant Impact. The proposed project will require the disposal of approximately 71 treated timber piles and the existing wharf unloading platform from bents 118-120 (±1,300 square feet). All construction debris will be hauled off-site to a pre-determined permitted facility with sufficient capacity.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

Finding: No Impact. The project will comply with all federal, state and local statutes and regulations related to solid waste.

7.18 MANDATORY FINDINGS OF SIGNIFICANCE

<table>
<thead>
<tr>
<th>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threatened to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<th>b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
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</thead>
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<th>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
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<tbody>
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</table>
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threatened to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Finding: Less Than Significant With Mitigation Incorporated. The proposed project will not increase the square footage of the existing dock trestle or wharf unloading platform. Seventy one (71) approximately 14" diameter timber piles are to be removed (total area 75.9 sf). Twenty (20) 16" diameter steel pipe piles (total area 27.9 sf) and four (4) 24" diameter steel pipe piles (total area 12.6 sf) are to be added. Therefore the total fill volume change is a reduction of (27.9 sf + 12.6 sf - 75.9 sf =) 35.4 sf.

Construction activities pose the potential to impact fish populations and fish and/or eelgrass habitat in the vicinity of the dock. With biological monitoring and mitigation measures in place, the impacts to fish and wildlife species and habitat will be less than significant. (See MM-BIO-6 and MM-BIO-7)

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Finding: Less Than Significant with Mitigation Incorporated. Chevron currently has permits for in-kind repairs and maintenance of the dock structure. 2016 will mark the third year of the five year permit term which allows Chevron to replace up to 25 timber piles per year. To date 24 total timber piles have been replaced over the course of two years. All in-water work resulting from the existing permit and the proposed project will be performed during the in-water work window of July 1st – October 15th. Mitigation measures MM-BIO 1-6 will apply. No work under the repair and maintenance permits will be performed during 2016 or 2017. There are no expected cumulative effects from the past and proposed dock repair projects.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Finding: Less Than Significant With Mitigation Incorporated. The proposed project will provide a seismic upgrade to the existing structure and will not add any additional square footage or capacity to the Chevron Eureka Terminal Dock. Impacts to the following environmental factors: biological resources, cultural resources, Hazards and Hazardous Materials, Hydrology and Water Quality and Noise, can occur from temporary short-term construction activities. Mitigation measures have been developed for each affected environmental factor, reducing potential impacts to less than significant.
8. REFERENCES


CalEPA 2016. Cortese List: Section 65962.5(a) http://www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm


Steer, Al. NCUAQMD. Chevron Dock Seismic Upgrade Presentation. 2016. Email.


APPENDIX

Figure 1: Vicinity Map
Figure 2: Aerial Photo
Figure 3: Eelgrass Beds
Figure 4: Chevron Dock plan showing piles to be installed and removed for mitigation

Appendix A - Chevron Eureka Terminal: Pipeway and Unloading Platform Retrofit Plans (Sheets T-1, S-1 to S-13, S-24)
Figure 4: Chevron dock plan showing locations of piles to be installed and removed for mitigation
RESOLUTION NO. 2016-12

A RESOLUTION ESTABLISHING FINDINGS RELATIVE TO THE CEQA INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR CHEVRON EUREKA TERMINAL DOCK SEISMIC RETROFIT

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District is empowered by Appendix II of the Harbors and Navigation Code, and its own ordinances and resolutions, to grant permits, leases, rights, and privileges; and,

WHEREAS, no permits, rights, leases, and privileges may be granted without first having considered certain potential impacts and without first having made findings relative to said impacts; and,

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District has been presented with certain evidence relating to the impact of seismic retrofit activities by Chevron upon the air, land, environment, and ecology of the land under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District as follows:

The Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found the following to be true and adopts the following findings with respect to the proposed use contemplated by Chevron in Application 16 – 02 and supplements and amendments thereto:

1. The use proposed by Chevron is necessary to promote public safety, health, comfort, and convenience;

2. The proposed use is required by the public convenience and necessity;

3. The proposed use, as conditioned by the adopted Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program, is consistent with CEQA and there is no substantial evidence the project will have a significant effect on the environment; and

4. The proposed use is consistent with the Humboldt Bay Management Plan; and

5. The proposed use is reasonably required to promote growth, and to meet area demands, and does not adversely effect the environment or ecology of the area to any substantial degree; and,

6. The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 23rd day of June 2016, by the following polled vote:

AYES: 
NOES: 
ABSENT: 

PATRICK HIGGINS, President
Board of Commissioners

ATTEST:

Greg Dale, 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. 2016-12 entitled,

A RESOLUTION ESTABLISHING FINDINGS RELATIVE TO THE CEQA INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION FOR CHEVRON EUREKA TERMINAL DOCK SEISMIC RETROFIT

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 23rd day of June 2016; 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 23rd day of June 2016.

Greg Dale, Secretary
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT

Permit No. 16-02

601 Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95502-1030

Permittee:

Chevron USA
3400 Christie Road
Eureka, CA 95501
Project Manager: Zach Pecor
Terminal Manager: Scott Parson

AGENT:
Corey Matson, Pacific Affiliates
990 W. Waterfront Dr.
Eureka, CA 95501
(707) 445-3001 X209

The Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereinafter referred to as "District", having considered the Application herein, number 16-02, and Chevron USA, hereinafter referred to as "Permittee", and the District as the lead agency, pursuant to the California Environmental Quality Act of 1970, as amended, establishing findings relative to the Application by Permittee for Chevron Terminal dock repairs as provided for in this Permit, the Permittee is hereby authorized to perform the work of repairs, as more particularly described in the Application filed with the District.

You are hereby authorized to conduct that activity described in the Permit Application of Permittee consisting of:

Eureka Terminal Dock seismic retrofit- installing a new steel support system and a new unloading platform, and removing treated timber piles as more particularly described in the Application filed by Permittee.

That the location of the proposed activity shall be in Humboldt Bay, Humboldt County, California,

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the Permittee materially changes the activity plan and scope, it will be necessary to request a permit revision.
2. The **Permittee**, at all times, shall comply with Air Quality Regulation 1, Chapter IV of the North Coast Unified Air Quality Management District's Rules and Regulations.

3. 40 piles (42.7 sf) to be removed, 25 (26.7 sf) are located in eelgrass habitat. The remaining 15 piles (16.0 sf) are located in deeper water to the west. Approximately 31 additional timber piles (33.1 sf) will be removed from the wharf area, though these will be removed as part of construction, so will not count toward mitigation. Four 24” diameter steel piles (12.6 sf) will be installed at the wharf and twenty 16” steel piles (27.9 sf) will be installed along the trestle. Of the 20 piles installed along the trestle, 15 (20.9 sf) will be in eelgrass habitat and five (7.0 sf) will be in deeper water to the west.

4. The term of the permit is five years to allow Chevron USA to make dock repairs addressing the most critical areas first, consistent with the project goal to repair all damaged areas of the dock by permits. However, further repairs or modification may be necessary pending future inspections and the completion of the structural analysis.

5. Chevron to obtain permits or waivers to complete seismic retrofit from the following agencies: City of Eureka; California Coastal Commission; North Coast Regional Water Quality Control Board; and U.S. Army Corps of Engineers.

6. In-water work will be limited to the work window of July 1st – October 15th for each year (2016 and 2017), when salmonid species are less likely to be present in the Bay.

7. All impact pile driving activities will incorporate a “soft start” approach whereby the piles are lightly tapped before the full hammer strength is applied. The first few taps of the hammer on the pile should cause fish to swim away from the piles before full impact hammer strength is applied, thereby reducing the potential for fish to be exposed to harmful sound levels.

8. A cushion pad, typically wood, nylon or polymer material, will be placed between the pile and the impact hammer to reduce sound levels.

9. Existing Chevron and West Coast Contractors Spill Prevention, Control and Countermeasure (SPCC) plans may be altered, if necessary, specifically for this project to improve protections. Spill kits with contents appropriate for the types of hazardous materials present will be maintained on the barge and the dock. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain any materials spilled in the water.
10. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.

11. To prevent and address spill of equipment fuels, lubricants, and similar materials the repair and work shall incorporate the following measures:
   a. No equipment fueling, except vessels, shall occur on, within or immediately adjacent to the bay.
   b. All equipment used during construction shall be free of oil and fuel leaks at all times.
   c. Oil absorbent booms and/or pads shall be on site at all times during project construction and deployed if necessary in the event of a spill.
   d. All spills shall be reported immediately to the appropriate public and emergency services response agencies.
   e. All equipment staging and materials storage shall be within existing paved parking area.
   f. Equipment working over water, below mean high water, shall use non-petroleum hydraulic fluid.

12. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the Permittee has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the Permittee prior to resumption of construction activities. If human remains are exposed by project related activity, the Permittee shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.

13. That there shall be no unreasonable interference with navigation by the work herein authorized.

14. That no attempt shall be made by the Permittee to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.

15. That the District, its Commissioners, or any officer or employee of the District shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the District for the conservation or improvement of navigation,
or for other purposes, and no claim or right to compensation shall accrue from any such damage.

16. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.

17. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.

18. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.

19. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for the injury or damage to any person or property or for the work authorized by this Permit, and the **Permittee** shall indemnify and hold harmless the **District**, its Commissioners and officers free and harmless from any liability for any such injury, death or damage.

20. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys’ fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys’ fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys’ fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys’ fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.

21. That this Permit is valid as of the 23**rd** day of June 2016, and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.
EXECUTED on this 23rd day of June, 2016, by authority of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District.

PATRICK HIGGINS, President
Board of Commissioners
Humboldt Bay Harbor, Recreation and Conservation District

Chevron USA, Permittee, in the above Permit, hereby accepts and agrees to all of the conditions hereinabove set forth. Permittee shall indemnify and hold harmless the District, its Board of Commissioners, officers and employees from any and all claims of any nature arising from the performance of and work of improvement contained in the Application for injury, death or damage to any person or property.

Chevron USA, Permittee, in the above Permit, agrees to indemnify and hold harmless District, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage District may suffer from claims and demands from attorneys' fees; costs of suit and costs of administrative records made against District by any and all third parties as a result of third party environmental actions against District arising out of the subject matter of this Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys fees, costs of suit and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal or arbitration of claims for attorneys' fees, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: ____________________

__________________________
Chevron USA
Humboldt Bay Harbor,

Recreation and Conservation

District

PUBLIC HEARING
AND FIRST READING
OF FY 2016/17 BUDGET

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Prepared for the Board of Commissioners
For their June 23, 2016 Meeting
## REVENUE

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## OPERATING EXPENSES

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<td>E18</td>
<td>Prof. Srvcs</td>
<td>80,049</td>
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<td>E24</td>
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<td>E25</td>
<td>Berth 2</td>
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<td>E26</td>
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**TOTAL OPERATING EXPENSES**

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<th>2015-16</th>
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<th>2016-17</th>
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<td>Projected</td>
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## NON-OPERATING EXPENSES

### CAPITAL EXPENDITURES

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<tr>
<th>Line #</th>
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<th>2016-17 Proposed Budget</th>
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<tr>
<td>NOE1</td>
<td>WI Facility Improvmt</td>
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<td>NOE5</td>
<td>Harbor Improvmt</td>
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<td>NOE9</td>
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<tr>
<td>NOE10</td>
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### DEBT PAYMENTS

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<td>NOE13 Bond</td>
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<td>NOE15 Forklift Loan Pmt</td>
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<td>NOE16 Coast Seafood Repay</td>
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<td>NOE17 NMTC Loan repay</td>
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<td>PAYMENTS</td>
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<td>864,111</td>
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NARRATIVE FOR FY 2016/17 BUDGET

(New sources of revenue and expenses are in **bold**.)

**REVENUE (R)**

**R1 - Tax Revenue**

Estimated income received from County of Humboldt - District's portion of property taxes paid to County.

**R2 - Sales and Permits**

- **General -** Estimated income from permit fees.
- **Marina -** Estimated income from coin-operated showers, washers, and dryers, vending machines, ice machine, charter service, permits for fish sales and other business permits and forklift fees. **New revenue source: Fuel Dock $50,000.**

**R3 - Harbor Surcharge**

Anticipated revenues to be generated by Harbor Improvement Surcharge.

**R5 - Slip Rentals**

Estimated income from the rental of slips at the Marina.

**R6 - Transient Rentals**

Estimated income from the rental of transient slips at the Marina.

**R7 - WIM Maintenance Dredging Surcharge**

Charge assessed toward future maintenance dredging of Woodley Island Marina.

**R8 - WIM Float Replace**

Charge for all tenants/transients of Woodley Island Marina deposited into a fund designated specifically for dock/float replacement.

**R9 – Tenant Utilities Reimbursement**

Revenue received from the metering of electrical use by Harbor District facilities tenants.

**R10 - Fields Landing**

Revenue received from storage (boats and trailers) utilities, forklift, and equipment rentals, building space rent, and Travelift haul out fees and usage. **New tenant – Boat Fabricator.**

**R11 - Redwood Dock/Berth 1**

Revenue received from building space rent/terminal lease/wharfage and dockage. Additional revenue for FY 2016/17 to be received from increased dock use/forklift fees, unloading live crab/eels. Additional buildings used for storage of crab pots. **New oyster tenant, Building Lease for Seafood Company and dockage fees for Hagfish supplier.**

**R12 - Redwood Terminal 2/Berth 2**

Revenue estimated to be received from the tenants of this property: Taylor Mariculture, DG Power and Coast Seafoods Company. **$196,000 revenue from new leases.**

**R13 – Shelter Cove**

New revenue estimated from tractor launches (2,000 x $35); Storage (40 boats x $40 x 9 mo.); and Parking.
R14 - Rents

Money to be received by the District for rents and concessions as follows: Café Marina Restaurant; Office Space; and work yard rent on Woodley Island. Additionally, a storage area on Woodley Island for trailers has been designated and will be available from May 1 – September 30. Fish Market Lease revenue $10,000.

R15 - Tidelands Leases

Money to be received by the District for tidelands leases held throughout the Humboldt Bay area. $96,000 new aquaculture leases.

R16 - Late Fees and Interest on Delinquent Accounts

Late fees and interest collected on delinquent accounts.

R17 - Other Revenue

Revenue received from Coast Seafoods for gallonage fees as a condition of their tideland lease, Secretariat Services for Harbor Safety Committee, Chevron’s payment for the PORTS O&M costs, other government agencies and miscellaneous operating and non-operating revenue. Also monies anticipated to be received for support of fire boat operation and maintenance. Revenue received through reimbursement of dredging expenses by PG&E and City of Eureka and of cruise ship expenses by the City of Eureka and County of Humboldt.

R18 - Interest

Interest earned by the District on monies presently deposited in the Humboldt County Treasury.

R19 - Grant Revenue

Monies received from grant-funded projects expected to be received in FY 2016/17. Prop 1 Grant for Shelter Cove fish cleaning station.

R20 - New Markets Tax Credits

Monies acquired for asset purchase and improvements.

R21 – Borrowed Funds

$1.5 million borrowed as part of the New Market Tax Credits program.

R22 – Brownfields Grant

Monies received for the cleanup of the Redwood Terminal 2 property.

R23 – TIGER Grant

Monies received for the planning and permitting pertaining to the Samoa Industrial Waterfront Transportation Access Plan.

R24 – CDB/EDA Grants

Community Development Block Grant and Economic Development Administration grants for Redwood Terminal 2 upgrades.

R25 – Mitigation Reimbursement

Monies received for payment of mitigation expenses for dredging project.
EXPENSES (E)

E1 - Salaries and Wages
Salaries and wages paid to Harbor District employees. Includes the negotiated increase (COLA) for the District's represented employees and **seasonal employees for Shelter Cove**.

E2 - Commissioners Fees
Fees paid for the service of Commissioners on the Board.

E3 - Temporary Services
Expenses paid for additional temporary services as needed.

E4 - Payroll Burden
Payroll Burden consists of employer-paid taxes and employer-paid benefits and insurances provided for in the District's Personnel Policy. The **Employer Contribution Rate for PERS for FY 2016/17 is 8.377% for employees hired prior to January 1, 2013 and 6.555% for employees hired on or after January 1, 2013, plus a lump sum $1,300 for PERS unfunded liability report. There will be a decrease in the Workers Comp experience modification from 108% to 87% for 2016/17.**

E5 - Advertising and Promotion
General - Allocation for the printing of legal notices in the local newspapers required by laws and permit procedures of the State and the District. This line item also funds the printing and distribution of notices to inform the public of special interest items concerning the District's meeting and projects. There is also an amount included for the publishing of and for additional port, Marina, and District marketing and promotional materials.

Marina – Allocation for the printing of notices, newsletters, Marina advertisements etc. to inform the Marina tenants and/or the general public of items which may be of special interest to them.

E6 - Automotive Expense
Cost of maintaining and fueling the District's automobiles, vessels, electric trucks, security vehicles, forklift, and other operating equipment.

E7 - Communications
Telephones and Cell Phones - This amount includes the costs for the FAX, modem, E-mail and Website hosting, offsite Web link, wifi and cell phones.

E8 - Conferences & Meetings
Approves travel expenses for attendance at the following up to the total budget amount: (1) CMANC conferences; (1) legislative trips to Washington DC; (1) CSDA training conference, (1) Pacific Coast Congress of Harbor Masters, (1) Northern Area Port Security meetings, and (4) Conservation-related meetings. Additional conferences or travel that would exceed the budget require individual approval by the Board.

E9 - Dues & Subscriptions
This category includes dues for membership in the following organizations: California Marine Affairs and Navigation Conference, California Association of Port Authorities, California Special District Association, Association of California Water Agencies, Pacific Coast Congress of Harbor Managers and Port Masters, California Association of Harbor Masters and Port Captains, Fishing News, Pacific Fishing, Costco and various other subscriptions. Dues/Subscription costs vary by a variety of factors and amounts shown are estimated. Dues and subscriptions expenses that would exceed the budget require individual approval by the Board of Commissioners.
E10 - Elections and Fees Paid to Other Governmental Entities

There are no Board seats slated for election for the District in FY 2016/17.

E11 - Insurance

The Special Districts Risk Management Authority (SDRMA) policy combines several of the individual property, liability, bonds and other miscellaneous policies into one, plus the Marina Operator's Liability policy. SDRMA reported there will be no increase in the base rate for Property/Liability and Workers Compensation policies for FY 2016/17. The CAPA excess insurance through Alliant Insurance Services is still in order. The District's Fireboat and Port Security/Work boat are insured through Poseidon Insurance. Insurance for Redwood Terminal 2 is also included. Insurance expenses that would exceed the budget require individual approval by the Board of Commissioners.

E12 - Office Expense

Expenses include office supplies, postage and other expenses necessary for the operation of the office.

E13 - Operating Supplies

Expenses for janitorial supplies.


E15 - Legal Services

Fees paid to District Counsel Paul Brisso for work in connection with the Woodley Island Marina and to do District legal work to draw up ordinances, permits, agreements, leases etc. between the District and other agencies/entities, attend Commissioner meetings and all other general legal and litigation work needed by the District.

E16 - Accounting/Auditing Services

Fees paid for the services of District Treasurer Mark Wetzel for service in a controllership capacity, supervision of bookkeeping functions, statements and reports and monitoring all District cash transactions. Fees paid to independent accounting firm to perform the District's annual certified audit. Hunter, Hunter & Hunt is the contracted auditing firm for FY 2016/17.

E17 - District Planner Services

Fees paid for the services of District Planner George Williamson for service in all aspects of planning associated with District projects.

E18 - Professional/Outside Services

Excess Liability Insurance broker fees ($10,000) split between CAPA ports. This account also includes funds for website revision, appraisal services, engineering and environmental consultant services required and potential rail study update that have not been covered in any other category. Professional services may be hired to assist with Ordinance revisions, asset inventory, and dredging-related projects.

E19 - Utilities

Expenses for electricity, gas, water, sewer and refuse for the District office, Marina docks, lights, office spaces, and buildings. This expense will be offset by the revenue received through the installation of water and electrical meters.

E20 - Maintenance Expense

Estimated expenses for repairs and maintenance to Marina docks, light fixtures, compressor, miscellaneous equipment, facilities and roof repairs to the main building, as well as other District facilities. Also includes all tools less than $2,500 and annual maintenance agreements on office equipment. Includes Shelter Cove expenses: House rent for 4 months ($4,800); Fuel ($4,800); Per Diem 6 months ($8,280).
FY 2016/17 BUDGET NARRATIVE PAGE 5

E21 - Fields Landing Expense

This is to cover any expenses of the District for the repair and maintenance of the District’s Fields Landing property including storm water filters, repairs to buildings and yard lighting. Also included are insurance, utilities, water, sewer, refuse, and telephone service.

E22 - Shelter Cove Expense

Expenses/miscellaneous items needed for the repair and maintenance of the District’s facilities at Shelter Cove (includes Insurance Expense). Also includes repairs to breakwater, roads, fencing and fish cleaning station.

E23 - King Salmon Expense

Estimated expenses for maintaining the King Salmon Beach area, including replacing signage and vegetation maintenance.

E24 - Redwood Marine Terminal/Berth 1 Expense

Estimated expenses for maintaining the Redwood Dock/Berth 1 property (planking, roadway upgrade, power).

E25 - Redwood Terminal 2/Berth 2 Expense

Estimated expenses for maintaining the Redwood Terminal 2/Berth 2 property, utilities and minor repairs.

E26 - Mariculture Lease Fees

Fees paid to private tidelands owners for mariculture leases.

E27 - Grant Expense

Expenses associated with grant-funded projects expected to occur in FY 2016/17. Prop 1 Grant for Shelter Cove fish cleaning station.

NON-OPERATING EXPENSES (NOE)

CAPITAL EXPENDITURES

NOE1 - Woodley Island Facility Improvement

Estimated expense for the purchase of replacement floats ($50,000), Fire Alarm ($10,000), camera for the island entrance to capture license plate numbers ($3,000), Oyster BBQ and Picnic Tables/Design ($10,000).

NOE2 – Dredging Expenses

Estimated expenses in preparation of dredging the marina and other bay sites, including Fisherman’s Channel at King Salmon. ($30,000) is estimated for dredge sediment sampling for Woodley Island Marina. Permitting and mitigation of Fisherman’s Channel ($250,000), Booster pump for dredge ($40,000), Clarifier retrofit for dredge slurry - City to pay 1/2 ($50,000), White Slough Sediment Berm ($10,000), King Salmon Dock Owner Association formation ($5,000) and King Salmon Entrance Dredging ($20,000).

NOE3 - Fields Landing Boat Yard

Estimated expenses for capital improvements to the Fields Landing Boat Yard, including installation of a lower dock next to Travelift pier ($5,000), Travelift cables ($10,000), lighting ($18,000) and Planning and Design for future uses ($15,000).

NOE4 – Redwood Marine Terminal Berth 1 Improvement

Estimated expenses required for power, lights – North connection ($10,000), dock repairs ($5,000), Roof repairs and painting ($10,000), South Door wall ($5,000) and Red Tank dock repairs and power ($10,000).
NOE5 - Harbor Improvement

Payments for harbor improvement projects such as channel deepening, shoreline protection, shoal abatement and navigation aid improvement. Purchase of a gangway for cruise ships – City of Eureka will pay 1/2 ($17,500).

NOE6 - Property Acquisition

None anticipated in FY 2016/17.

NOE7 - Property Improvement – Redwood Terminal 2

Expenses associated with the Redwood Terminal 2 property: Outfall pipe repairs ($75,000); Environmental CleanUp – Lime silo & miscellaneous ($20,000); and EDA grant match ($10,000).

NOE8 - Recreational Enhancements

Shelter Cove expenses for 2016/17: Electrical, water and lighting (storage lot) ($10,000).

NOE9 - Conservation Enhancements

No estimated expenses for capital improvements related to conservation enhancements at facilities other than Woodley Island.

NOE10 - Auto/Operating Equipment

Purchase of an RV for employee housing at District facility ($10,000).

NOE11 - Office Equipment

Estimated expenses for upgrading computer equipment with a more advanced computer firewall ($3,000).

DEBT PAYMENTS

NOE13 - Cal Boating Loan & Deepening Loan Combined

In FY 2014/15, the Cal Boating Loans and the Deepening Loan were combined as a Bond refinance. The loans were originally incurred to build Woodley Island Marina and dry stack storage and to pay for the deepening of Humboldt Bay's bar and entrance channel.

NOE14 - Electric Meter Loan Payments

Monthly payments on the Woodley Island Marina electric meter loan.

NOE15 - Forklift Loan Payments

Monthly payments on the Redwood Terminal 2 Forklift.

NOE16 - Coast Seafoods Repayment

Repayment of loan to Coast Seafoods for the trucking of the liquors from Redwood Terminal 2 to KapStone.

NOE17 - New Market Tax Credits Payment

Payment on the New Markets Tax Credit Loan: $1.5 million @ 5% for 30 years.
HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

RESOLUTION NO. 2016-11

A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR
SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE
OF THE HUMBOLDT BAY AREA

WHEREAS, the People of the State of California have enacted the Lempert-Keene-
Seastrand Oil Spill Prevention and Response Act of 1990 which appropriates funds for the
creation and maintenance of the Harbor Safety Committees within the State of California; and

WHEREAS, the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and
Conservation District is a member of the Harbor Safety Committee of the Humboldt Bay
Area and the Dockmaster is Chair of this committee; and,

WHEREAS, the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and
Conservation District applied to the California Department of Fish and Wildlife to conduct
Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area; and,

WHEREAS, the California Department of Fish and Wildlife has approved the Port
of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District to conduct
the Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to
receive payment for the services; and

WHEREAS, the California Department of Fish and Wildlife requires a resolution
from the Humboldt Bay Harbor, Recreation and Conservation District accepting the
Secretariat Contract and payment of fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the
Humboldt Bay Harbor, Recreation and Conservation District as follows:

Executive Director Jack Crider is hereby authorized to enter into a contract with the
California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor
Safety Committee of the Humboldt Bay Area and to accept payment from the California
Department of Fish and Wildlife for aforementioned services on behalf of the Humboldt
Bay Harbor, Recreation and Conservation District, a public entity established under the
laws of the State of California.
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 23rd day of June, 2016, by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

PATRICK HIGGINS, President
Board of Commissioners

GREG DALE, 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. 2016-11 entitled,

A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA

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 23rd day of June 2016; 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 23rd day of June 2016.

GREG DALE, Secretary
Board of Commissioners
May 20, 2016

Jack Crider
Humboldt Bay Harbor, Rec & Conservation Dist
P.O. Box 1030
Eureka, CA 95502-1030

Re: P1675005 00 HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES - HUMBOLDT BAY

Enclosed are one (1) complete set of the Agreement and six (6) signature sheets. Please sign and return all six (6) signature sheets, as well as the "Acknowledgment Disclaimer", with original signatures, within fifteen (15) working days to:

For United States Postal Service deliveries: For hand deliveries and Non-United States Postal Service deliveries:
California Department of Fish and Wildlife
Payable Grants Section
Attn: Derek Hildebrand
P.O Box 944209
Sacramento, CA 94244-2090
California Department of Fish and Wildlife
Payable Grants Section
Attn: Derek Hildebrand
1831 9th Street
Sacramento, CA 95811

Failure to return agreement in fifteen (15) working days could affect execution of agreement. Please do not make any changes to this Agreement. Contact the Grant Manager for direction.

Agreements are not effective until approved by the California Department of Fish and Wildlife as required by State procedure. A fully approved Agreement will be sent to you when executed.

Please refer to the box(es) checked below for further instruction:

[ ] If you do not have a Payment Data Record form (STD 204) on file with CDFW, please complete the attached, sign and return.

[X] Please return a copy of your Authorizing Resolution.

[ ] Please submit the Accord Certificate of Liability Insurance (not less than $1,000,000).

[ ] This agreement is funded under a federal grant or contract. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires the State to report sub-recipient data. Please complete and submit the enclosed FFATA Contractor Certification form (FG_GMB 868).

[ ] Other

Questions concerning the services to be performed under this Agreement should be directed to the Grant Manager Reuben Macaspac at (916) 324-0144.

Sincerely,

Crystal Leininger
Payable Grant Analyst

Enclosure(s)
c: File, Suspense
OSPR, Reuben Macaspac
OSPR, Cassaundra White
May 20, 2016

Jack Crider
Humboldt Bay Harbor, Rec & Conservation Dist
P.O. Box 1030
Eureka, CA 95502-1030

Re: P1675005 00  HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES - HUMBOLDT BAY

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

__________________________________________  __________________________
Authorized Signature                             Date

__________________________________________
Printed Name and Title of Person Signing

Conserving California's Wildlife Since 1870
HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES GRANT PROGRAM
GRANT AGREEMENT NUMBER: P1675005

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife,
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Humboldt Bay Harbor,
Recreation and Conservation District
P.O. 1030
Eureka, CA 95502-1030
Facsimile Number: (707) 443-0800

SECTION 1 - LEGAL BASIS OF AWARD

Pursuant to STATE OF CALIFORNIA BUDGET ACT, CHAPTER 10, ITEM 3600-101-0320, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of $23,274.00 to financially support and assist Grantee’s implementation of Harbor Safety Committee Secretariat Services, Humboldt Bay.

Term. The term of this agreement is July 1, 2016 or upon Grantor approval, whichever is later through June 30, 2017.

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee’s use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee’s expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items.
SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

4.01 **Existence and Power.** Grantee is a governmental entity, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

4.02 **Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 - GRANTEE'S AGREEMENTS

5.01 **Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement: Objectives and Timelines.

5.02 **Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.

5.03 **Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.

5.04 **Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.

5.05 **Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.

5.06 **Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in
Section 6, Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.

5.07 General Terms and Conditions. Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

6.01 Introduction:

The Office of Spill Prevention and Response (OSPR) Administrator in compliance with the Oil Spill Prevention and Response Act of 1990 as described in California Government Code 8670.23., established five Harbor Safety Committees (HSC). Each HSC is responsible for planning for the safe navigation and operation of tankers, barges and other vessels within each of California's major harbors and producing an annual harbor safety plan (HSP). This function is considered to be essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

6.02 Objectives(s):

To ensure the HSCs are able to execute their designated duties, the OSPR Administrator has entered into grants agreements in each region to provide an executive secretariat which will act as the coordinator for facilitating all communications between the HSC, subcommittees, and the OSPR regarding the editing, publication and distribution of the annual Humboldt Bay HSP.

The activities are performed continuously on an annual basis.

6.03 Project Description:

6.03.1 Location:

Activities and meetings will primarily take place in the Port of Humboldt Bay administration building on Woodley Island in Eureka, Humboldt County.

6.03.2 Project Set Up:

The project activities will be implemented using the following staff:

Program Administrator will serve as coordinator for setting up full
and subcommittee meetings of the Humboldt HSC. Grantee will facilitate these meetings, as well as facilitate communications between the Committee, its subcommittees, interested parties and the OSPR.

Administrative Support will complete the various administrative tasks such as: taking meeting minutes, maintain databases, mailings, posting of notices and safety plan distribution

6.03.3 Materials:

All materials (e.g. office supplies, notices, pamphlets, bulletins, harbor safety plans, etc.) necessary for the HSC will be furnished by the Grantee and procured with funding provided by the Grantor.

6.03.4 Project Implementation:

The Grantee will oversee the execution of the following tasks:

1. Provide secretariat services, along with associated expendable materials and supplies, to the HSC.

2. Organize and make arrangements for bimonthly full HSC meetings, as well as any subcommittee or ad hoc committee meetings. All meetings and Committee business shall be conducted in accordance with the California Brown Act and Public Records Act, and the federal Americans with Disabilities Act.

3. Maintain a complete database of all HSC members and alternates, agency liaisons, advisors, Chairs of the other four HSCs, and all parties who have attended a meeting or expressed interest in all of Committee’s business. The Grantee may periodically purge the database by deleting parties who have requested to be removed. This HSC database will be used for all mail distributions, notifications and/or contacts.

4. Annually, prepare and circulate the current-year meeting schedule to all parties identified in the HSC database.

5. Attend all full HSC meetings, as well as any subcommittee or ad hoc committee meetings. Prepare meeting agendas and minutes.

6. Prepare and circulate meeting materials including, but not limited to; meeting notices, agendas, minutes, correspondence, announcements and handout materials. Meeting materials
should be received by the parties identified in the HSC database at least five (5) working days prior to an upcoming meeting. In order to be in compliance with the Brown Act, in no case shall parties receive materials less than 72 hours prior to an upcoming meeting. Electronic communications may be used but requests for paper media must be accommodated.

7. Post HSC meeting announcements and agendas in a conspicuous publicly-accessible space at the offices of the Humboldt Bay Harbor, Recreation and Conservation District.

8. Prepare and circulate correspondence as required by the Committee. At the Project Manager’s request, circulate notices of Committee vacancies and any public hearings or workshops that OSPR may be conducting in the local area.

9. Maintain a current Committee roster (a subset of the HSC database) of all HSC members and alternates, agency liaisons and advisors. Provide a copy of the roster to all parties identified in the HSC database at least once a year or when significant changes occur.

10. Maintain an Internet website for the Committee. At a minimum, the website should contain: the meeting schedule for the current year (including meeting time and location); announcement and agenda for the upcoming Committee meeting (at least 5 working days in advance); minutes from the previous meeting (within 2 weeks after the meeting occurs); a historical record of minutes from meetings occurring earlier in the year and from previous years; the Committee roster; notices of any Committee vacancies; correspondence, documents and announcements of current interest; the current HSP; and historical record of HSPs from previous years.

11. Store and maintain in an orderly manner a paper record of all meeting materials (as referenced above), HSC-generated documents, and any other materials which support Committee business or were provided at Committee meetings. This is the official Committee record which is deemed to be state property and shall be transferred to OSPR upon request by the Project Manager.

12. Annually publish and circulate the current HSP as approved by the Committee, as well as any revisions of addendums, to all parties identified in the HSC database. Use of electronic media is acceptable but requests for paper copies must be accommodated.
13. Maintain copies of current bollard pull test certificates issued by the International Association of Classification Societies for tugboats which escort tank vessels in Humboldt Bay in accordance with state regulations.

14. Direct all media contacts for work performed under this agreement to OSPR's public information officer.

15. Acknowledge the support of the State of California whenever publicizing the work under this agreement in any media form.

16. Media and public requests for public documents, such as agendas and approved minutes, may be addressed directly by the Grantee.

6.03.5 Project Management:

All aspects of project will be overseen by the Grantee Program Administrator.

6.03.6 Timelines:

- Prepare and submit Humboldt Bay Area HSP by June 2016.


- HSC meeting minutes shall be posted no later than 14 days after each meeting.

6.04 Contacts:

<table>
<thead>
<tr>
<th>CDFW Project Manager:</th>
<th>Humboldt Bay Harbor, Recreation &amp; Conservation District:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Reuben Macaspac, Oil Spill Prevention Specialist</td>
<td>Name: Jack Crider, Chief Executive Officer</td>
</tr>
<tr>
<td>Address: 1700 K Street, Suite 250 Sacramento, CA 95811</td>
<td>Address: P.O. Box 1030 Eureka, CA 95502-1030</td>
</tr>
<tr>
<td>Phone: (916) 324-0144</td>
<td>Phone: (707) 443-0801</td>
</tr>
<tr>
<td>FAX: (916) 327-0907</td>
<td>FAX: (707) 443-0800</td>
</tr>
<tr>
<td>Email: <a href="mailto:Reuben.Macaspac@wildlife.ca.gov">Reuben.Macaspac@wildlife.ca.gov</a></td>
<td>Email: <a href="mailto:jcrider@humboldtbay.org">jcrider@humboldtbay.org</a></td>
</tr>
</tbody>
</table>
DIRECT ALL ADMINISTRATIVE INQUIRIES TO:

<table>
<thead>
<tr>
<th>CDFW Grant Coordinator:</th>
<th>Humboldt Bay Harbor, Recreation &amp; Conservation District:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Cassaundra White, Grant Analyst</td>
<td>Name: Jack Crider, Chief Executive Officer</td>
</tr>
<tr>
<td>Address: 1700 K Street, Suite 250</td>
<td>Address: P.O. Box 1030 Eureka, CA 95502-1030</td>
</tr>
<tr>
<td>Sacramento, CA 95811</td>
<td>Phone: (707) 443-0801</td>
</tr>
<tr>
<td>Phone: (916) 323-4726</td>
<td>FAX: (707) 443-0800</td>
</tr>
<tr>
<td>FAX: (916) 324-8829</td>
<td>Email: <a href="mailto:jcrider@humboldtbay.org">jcrider@humboldtbay.org</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:Cassaundra.White@wildlife.ca.gov">Cassaundra.White@wildlife.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 Progress Reports:

The Grantor must receive quarterly progress reports. These reports should be delivered to the CDFW Project Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below.

Requirements: The progress reports will consist of one (1) hard copy or one (1) electronic PDF copy. The reports shall describe specific grant activities that are not captured in the meeting minutes such as: accomplishments achieved; problems and solutions; and any pertinent information that may become available to the HSC during the quarter. Since the grant is for one year, the progress reports are required for the first three (3) quarters only. The fourth quarter progress report will serve as the Final Report.

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than June 15, 2017.

The Final Report will consist of one (1) hard copy or one (1) electronic PDF copy. As stated above the fourth quarter progress report will serve as the final report. It shall contain all items required in the quarterly report as well as a brief summation of all project activities performed throughout the complete term of the grant.
8.01. Expenditure Summary

<table>
<thead>
<tr>
<th>Line Item Description</th>
<th>CDFW Grant Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salary and Wages:</strong></td>
<td></td>
</tr>
<tr>
<td>Program Administrator</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>($50.00/hr. @ 33 hrs.)</td>
<td></td>
</tr>
<tr>
<td>Administrative Secretarial Support</td>
<td>$10,500.00</td>
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<tr>
<td>($30.00/hr. @ 350 hrs.)</td>
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</tr>
<tr>
<td>Fringe Benefit @ 25%</td>
<td>$3,037.50</td>
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<tr>
<td><strong>Operating Expenses:</strong></td>
<td></td>
</tr>
<tr>
<td>General expenses (including but not limited</td>
<td>$4,651.50</td>
</tr>
<tr>
<td>to office supplies, postage, notices,</td>
<td></td>
</tr>
<tr>
<td>photocopying and printing)</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Services:</strong></td>
<td></td>
</tr>
<tr>
<td>HSC Website Maintenance</td>
<td>$435.00</td>
</tr>
<tr>
<td>($36.25/mo)</td>
<td></td>
</tr>
<tr>
<td><strong>Travel (mileage @ .54/mile)</strong></td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td>$23,274.00</td>
</tr>
<tr>
<td><strong>Indirect Costs @ 0.0%</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td>$23,274.00</td>
</tr>
</tbody>
</table>

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Project Manager at:

California Department of Fish and Wildlife,  
Office of Spill Prevention and Response  
Attn: Reuben Macaspac  
1700 K Street, Suite 250  
Sacramento, CA 95811

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
8.02.2 **Invoice Documentation:** Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
By:
Signature: ____________________________________________
Printed Name: Karen Edgren
Title: Chief, Business Management Branch
Date: ________________________________________________

AUTHORIZED AGENT FOR GRANTEE
By:
Signature: ____________________________________________
Printed Name: Jack Crider
Title: Chief, Executive Officer
Date: ________________________________________________

*This agreement is exempt from DGS-OLS approval, per SCM 4.06.*
1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.

7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

(Rev. 05/12/15)
8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.

11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

(Rev. 05/12/15)
This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.

b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.

c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancelable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

(Rev. 05/12/15)
16. **USE OF SUBCONTRACTOR(S):** If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;

b. The Agreement between the primary Grantee and the subcontractor must be in writing;

c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of $100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. **POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. **TRAVEL AND PER DIEM (if applicable):** The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. **LIABILITY INSURANCE (as applicable):** Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;

b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and

c. The State will not be responsible for any premiums or assessments on the policy.

(Rev. 05/12/15)
The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

a. Equipment – Tangible property (including furniture and electronics) with a unit cost of $5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.

b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.

c. Portable Assets, including items considered ‘highly desirable’ because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.

d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the
Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of $5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item(s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

(Rev. 05/12/15)