

# HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Board of Directors Meeting

February 2021



Rainbow over the District Office



HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
828 7<sup>th</sup> Street, Eureka



Minutes for Meeting of Board of Directors  
January 14, 2021

### 1. Roll Call

President Woo called the meeting to order at 9:00 am. Director Rupp conducted the roll call. The meeting was conducted within all Brown Act requirements.

#### Members Present:

Director Neal Latt  
Director Bruce Rupp  
Director Sheri Woo  
Director Michelle Fuller  
Director Lindberg

#### Members Absent:

None

#### Staff:

John Friedenbach, General Manager  
Dale Davidsen, Superintendent  
Chris Harris, Business Manager  
Heather Bitner, Board Secretary  
Sherrie Sobol, Program Analyst

#### Others Present:

Nathan Stevens, District Engineer  
Steve McHaney, GHD  
Rick Guggiana, GHD  
Robert Hemsted, Trinidad Rancheria

### 2. Flag Salute

President Woo led the flag salute.

### 3. Accept Agenda

On motion by Director Lindberg, seconded by Director Rupp, the Board Accepted the Agenda for the January 14, 2021 Regular Meeting by the following Roll Call Vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

### 4. Minutes

A discussion of appropriate content for minutes occurred, with a consensus by the Board that future requests for quotes made by directors be annotated as a direct quotation.



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On motion by Director Latt, seconded by Director Fuller, the Board Approved the Minutes of the December 10, 2020 Regular Meeting, and December 16, 2020 Special Meeting at the January 14, 2021 Regular Meeting by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

#### 5. Public Comment

There was no public comment.

#### 6. Consent Agenda: Newspaper articles of local/water interest

Article 6.1, page 2 was pulled for discussion. A question of whether the District has notified the Leaseholder's Association and RLCSD of the risk from the runoff after the August Complex fires was posed. Staff responded that although erosion control measures are being done at this time, and the District is actively doing what they can, they will pass on the information to RLCSD. The US Geological Survey (USGS) has reported that the District should be prepared for a 200% increase in surface water runoff due to the fires. In response, the lake levels were lowered prior to the rains.

Although there was consensus about the level and range of topics curated, there was a request to notate the source of the article if it is not self-evident.

On motion by Director Rupp, seconded by Director Latt, the Board Approved the Consent Agenda at the January 14, 2021 Regular Meeting by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

#### 7. Correspondence

Mr. Friedenbach introduced a letter from the Federal Energy Regulatory Commission (FERC) approving the use of GEI employee Daniel Wade, as the FERC Part 12 consultant for the District. Additional information was provided regarding the consultant's qualifications.

Mr. Wade can be used on two consecutive Part 12 reports. Mr. Friedenbach will share Mr. Wade's resume via email to the Directors. Bill Rettberg of GEI will be available to assist, as he has worked for many years with the District. The Part 12 report is due Nov, 2021, with a kickoff meeting starting



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soon. The report is required every five years, and is a deep dive into dam safety, construction, operations, maintenance, etc. A technical analysis with a geologic survey is included. Plunge Pool and lake underwater assessments have been completed. The dam survey of the monitoring locations was completed last September. Each of these reports will be components within the comprehensive report, costing the District approximately \$80,000 to prepare.

Staff was asked if there is anything new in this year's requirements for the report. The last Part 12 study suggested the District conduct a seismic evaluation for a Cascadia event (9.2 earthquake) as the controlling seismic event to see if the dam could withstand it. That study costs several hundred thousand dollars and grant funding efforts have been unsuccessful. Staff is working diligently to try to secure grant funding. If we have to fund the study internally, it will require a couple of years of advanced charges to the municipal customers to accumulate enough to pay for the study.

There was no public comment.

## **8. Continuing Business**

### **8.1 Water Resource Planning**

a) Local Sales: Staff met with Nordic Aquafarms, who are moving forward with their permitting process. A meeting with Nordic to discuss water supply and water quality should occur before the end of January. An internal local sales meeting regarding what type of contract regulating retail sales to Nordic is still being scheduled. There was no public comment.

i.) review and possibly approve MOU with Trinidad Rancheria

Mr. Friedenbach provided background on the Trinidad Rancheria request to extend a water line to the Rancheria. A draft MOU has been approved by the Rancheria Tribal Council with some changes. District counsel has provided guidance on the draft presented. The District frequently asks for support from other entities in support of grant applications and sees no reason not to support the tribe's efforts.

Staff stated this MOU is between HBMWD and Trinidad Rancheria only. Should a separate MOU with MCSD become necessary, the District may involve district counsel, but Mr. Friedenbach wanted to get the Board's approval first. The MOU with the Rancheria covers more topics than a feasibility study, such as negotiating a definitive agreement for the mainline extension. Either the District or Rancheria can choose to stop the process anywhere along the way, but a basis for cost can be established with the feasibility study. Staff recommends the Board approve the draft MOU.

Westhaven CSD has stated they are not interested in the possible expansion of the service line, but there may be interest at the City of Trinidad (Council meeting on Jan. 26<sup>th</sup>). Once we have the demand quantity, we can analyze feasibility. Excess industrial water is not what will be delivered.

Mr. Robert Hemstad addressed the Board and thanked them for the collaborative effort. There was no other public comment.



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On motion by Director Latt, seconded by Director Lindberg, the Board Approved Participation in the MOU with Trinidad Rancheria at the January 14, 2021 Regular Meeting by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

ii.) Consider waiver of conflict with Mitchell Law Firm

President Woo, Director Rupp and Mr. Friedenbach attended MCSD Board meeting, in which they approved participation in a feasibility study for possibly extending the water lines from their northern portion of their distribution grid. Further discussion is needed between the two districts, however, as the two districts share the same law firm there is technically a conflict of interest. A waiver of conflict is needed, explaining the nature of the work that is being performed for each client in order to provide informed consent. This waiver will be brought back to the Board next month for possible approval. Clarification of the MCSD Board's assertion that the water delivery relationship would have MCSD and HBMWD as the wholesaler, with Trinidad Rancheria a retail customer of MCSD, will be needed.

The City of Trinidad will consider participation in the feasibility study at their meeting on January 26, 2021. There was no public comment.

b.) Transport Sites Reservoir

Additionally, there's an article of interest regarding the Sites reservoir. There was no public comment.

c.) Instream Flow

The committee met with the consultants and are moving forward with updating the Habitat Conservation Plan, which will be brought back to the Board for review. There was no public comment.

## 8.2 Cannabis Impacts on the Mad River Watershed

Staff proposed a Mad River Policy Committee meeting to discuss a revision to the policy matrix for responding to applications for a conditional use permit that go through the Planning Commission. A meeting date was set for Wednesday, January 20, 2021 at 5:00 pm via Zoom. There was no public comment.



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### 8.3 Disaster Declaration at Ruth Lake

#### a) Land License Agreement- Pacific State, Sukut, P31

An update to the Fire Disaster at Ruth Lake was presented. Ms. Harris introduced the Land License Agreement with the subcontractors of Cal OES, which addresses the problems due to the lack of public lodging and open space availability. Legal counsel has reviewed and staff recommends that the Board approve the land license agreement.

On motion by Director Latt, seconded by Director Rupp, that the Board approve the Land License Agreement with Pacific States, Sukut, P31, A Joint Adventure at the January 14, 2021 Regular Meeting by the following vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

#### b) Land License Agreement- Morris Logging

Morris Logging is a salvage logging operator, whose contract was approved at the December meeting. Staging for this operation requires a large plot of land. They will be housing 10 trailers on site while performing salvage logging operations on District property. Staff is working with Trinity County regarding the temporary land use agreement. Disposal service, potable water and portable toilet services are being brought on site. Morris Logging will be using water from Ruth Lake for dust fallout prevention. RLCSD will conduct quagga inspections and provide inspection stickers for the water tankers once they pass inspection.

The GPS coordinates listed in the contract are off by 5 miles, and will be amended in the contract prior to signature.

On motion by Director Lindberg, seconded by Director Rupp the Board approved the Land License Agreement with Morris Logging at the January 14, 2021 Regular Meeting by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director David Lindberg	AYE

There was no public comment.



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c) District letter to Ruth Lake CSD re wildfire disaster recovery

RLCSD cannot sublease lots under their lease agreement. However, the RLCSD Board approved support for allowing an exception for a short-term sublease for subcontractors and state agencies for the purpose of disaster recovery, potentially sunsetting June of 2021. There was no public comment.

d) Email from CDFW re debris removal

Emergency woody debris removal from streams around the lake is needed for disaster recovery. If that woody debris gets into the lake it could potentially get into the spillway and cause dam failure. The California Conservation Corps (CCC) are installing erosion control measures and removing woody debris, which requires California Department of Fish and Wildlife (CDFW) approval. CDFW did a site visit and provided approval since these waterways dry up during the summer and are not potential salmonid habitat. The Board expressed their desire to commend CDFW on this. Mr. Friedenbach sent a letter to the supervisor acknowledging their excellent work. There was no public comment.

e) Current erosion control and Fire Recovery Stats

The Board approved \$200,000 total at last meeting for fire recovery. Staff is working with FEMA, and each individual lease site is considered separate and requires documentation for each. The FEMA recovery effort is 75% paid by FEMA and 25% required District match. For the FEMA recovery funding, CalOES pays 75% of the 25% match or 18.75% which leaves only 6.25% match for the District to pay. The District has received notice that the USDA/NRCS grant funding has been approved for \$1.9M with a District match of \$323,000. Erosion control (\$31,000 of grant funding) has covered almost 4.5 miles. The invoice for erosion control labor should be coming shortly. The insurance claim has been submitted (\$12,700) for the domestic water system and work at the hydro plant, fencing, and an outbuilding. The deductible is \$2,500 for the entire incident and can be applied to FEMA's matching requirements. Some additional items may not be covered.

Ms. Harris shared photos of the CCC deploying wattles for erosion control, which are anticipated to last for several seasons. They are designed to deteriorate over time. Mr. Davidson noted they are biodegradable with some exception, but that netting can be removed. There was no public comment.

f.) Article regarding wildfires

Mr. Friedenbach noted that wildfire recovery will take several years. Timber management, erosion control and potentially a new log boom at the lake will be installed to prevent woody debris from getting to the spillway. Requests have been made regarding a collaborative effort with Congress, the USFS, etc., without response at this point. There was no public comment.

The Board took a break at 10:30 am and reconvened at 10:38 am.

#### 8.4 Retail Rate Study

Ms. Harris recapped the retail rate study, moving forward with option B, a 5-year rate plan designed to fully recover the costs of operating and maintaining the retail water system. In order to spread the rate over 5 years, the phase in approach will prevent large increases the first year. A public hearing



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will consider approval of the resolution increasing rates for retail water service. The rate increase will allow the District to break even in 5 years but will not recover costs from previous year's losses as there isn't a way to do so without artificially inflating the rates.

Data analysis completed 5 years ago did not have the level of detail in the new accounting software. This detailed information revealed a shortfall. As a practical matter, the shortfall (approximately \$25,000) needs to come out of reserve funds.

The concern about subsidizing the shortfall for retail customers through other wholesale rate payers was brought forward and needs to remain in the forefront. Director Rupp will look into how other ACWA members deals with the issue.

The Public Hearing date will be at the March 11, 2021 meeting at 5:30pm. Protests are required to be received in writing in order to be considered. There was no public comment.

#### **8.5 Humboldt County General Plan: Critical Watershed**

The Mad River Policy committee met with Supervisors Wilson and Madrone, Sr. Planner Michael Richardson and Planning Director John Ford to discuss designation of the Mad River as a Critical Watershed (or Critical Water Supply). Supervisor Madrone relayed his personal experience prior to being a county supervisor and his attempt to have Luffenholtz Creek enforced as a designated Critical Watershed. In order to have water protection measures enforced, he had to resort to suing the county, over a 12-year period. Staff prefers to come up with parameters agreeable to the District and Planning staff for the protection of Mad River Watershed once the Critical Watershed designation is in place.

Planning staff are preparing a general guidance document that fits within the General Plan for Humboldt County and will be brought back to the Board. Planning Director Ford notified staff about the requirement for a public process for a Critical Water Supply Designation. Staff recommended considering a similar model as was used for the water resource planning effort by getting members of different public and economic sectors together on a steering committee. The District's best interest would be to take the lead to steer the process. Staff's initial thoughts are to begin with stakeholders along the geography of the Mad River and layer in industry as affected, which may flush out issues we aren't currently aware of. The ultimate goal is to make a presentation in front of the Board of Supervisors and include a public process with all stakeholders prior to presentation.

Members of the Board expressed strong concern over the potentially lengthy public process, but as it supports the District's mission of protecting the water supply, they are supportive. Productive conversation from the public is part of the necessary process and we may even discover that critical water supply designation is something the District won't follow up on through the County's General Plan. The public process requirements are at the Board of Supervisor level. Staff suggested we wait for Planning Department's guidance, and can pose any questions to Director Ford when he makes his presentation to the Board in February. Board members may reach out to Board of Supervisors individually to find out their thoughts. There was no public comment.





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**8.6 LAFCo**

Staff is considering additional topics to include for the Question #10 response to LAFCo relative to the muni service review. If Directors have items to add, please contact staff. LAFCo is aware of the Trinidad Rancheria waterline request and review won't likely be completed prior to progress on that topic. Additionally, the District has operations and property in Trinity that have not previously been considered in the District's Municipal Service Review. Humboldt LAFCo is also LAFCo for Trinity County and they want to address that in the Municipal Service Review. There was no public comment.

**9. New Business**

**9.1 Officer and Committee Assignments**

At the first meeting in January of odd-numbered years, the Board must elect a president. Other officer and committee assignments are generally discussed at this time as well. Mr. Friedenbach suggested the creation of a new ad-hoc committee. The Board concurred to keep Officer appointments the same as last year:

- President: Director Woo
- Vice-President: Director Latt
- Secretary-Treasurer: Director Rupp
- Assistant Secretary-Treasurer: Director Fuller

Clarification of the committees enticed Director Lindberg to volunteer to take Director Woo's place on the audit committee, and Director Latt will serve with Director Fuller on the Mad River Policy Committee. A new ad-hoc advisory committee composed of the General Manager and two Board members is needed to administer the Master Lease Agreement with Trinity County for Ruth Lake. As there are two years to review the agreement with Trinity County, and the designation with Ruth Lake CSD (RLCSD), committee member duties will include attending those board meetings, reporting out to the District Board and recommending any actions. Director Rupp and Director Latt were appointed to this committee. The committee will be called the Trinity County Master Lease Committee. All other assignments remained the same as previously appointed.

An updated chart of Officers and Committee Assignments is attached. There was no public comment.

**9.2 Temporary Modification to District Vacation Hours and Leave Bank Policies**

Ms. Harris introduced the memo regarding the impact to excess vacation/administrative time off as a result of the shelter in place requirements for COVID. Staff requests that a one-time exception to the payout requirement of excess vacation/administrative time off hours for this calendar year be considered.



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On motion by Director Rupp, seconded by Director Lindberg, the Board temporarily modify the policy as requested:

**Section 4001.1:** *"Vacation days in excess...will be paid out by the District at the end of the calendar year in which the accumulation limit is exceeded with the exception of calendar year 2020, where the employee may opt-out by completing the appropriate form and providing it to the Main office by January 31, 2021."*

**Section 4001.3:** *"Floating Holiday hours cannot be accrued or cashed-in with the exception of calendar year 2020, where these hours will carry-over to the end of calendar year 2021."*

**Section 4001.4:** *"Management Leave hours cannot be accrued or cashed-in with the exception of calendar year 2020, where these hours will carry-over to the end of calendar year 2021."*

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

### 9.3 Current COVID-19 Paid Leave Extension

Staff recommends that the District voluntarily continue the policy through March 31, 2021. There was no public comment.

On motion by Director Rupp, seconded by Director Latt, the Board Approved the Extension of the District's Current COVID-19 Paid Leave Extension by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

### 9.4 Quagga Inspection Summary and Substrate Monitoring

This item reports out which inspections have been done, any failures, etc. for the District's Quagga Prevention Plan which is implemented by RLCSO. 2014 had most inspections, 2018 had least number of inspections. Due to COVID and fires, lake activity has decreased, but an equivalent number of inspections have been conducted. The District supports the inspections with a grant and RLCSO take the responsibilities very seriously. Substrate structures are also inspected quarterly as an early warning detection point. There are four locations inspected and fortunately no veligers have been detected. The prevention plan is so important because there's no way to stop an infestation once it occurs. There was no public comment.



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### 9.5: Memo re District Minutes format

At the Board's request, the issue was brought forward to discuss the style of Minutes provided. A survey of local Governing Boards and municipal customer Boards, revealed that Action and Summary minutes are the styles used. Although many are reluctant to potentially lose the detail of the District's style of Detailed minutes, a consensus was reached that in the interest of efficiency the Summary style of minutes should be utilized going forward.

Additionally, the record retention policy was discussed with regards to the Board meeting audio recording. The policy provides for destruction of the audio recording only after 30 days *and* adoption of the corresponding minutes. The Board agreed to keep the current record retention policy. There was no public comment.

### 9.6 Cal/OSHA required COVID-19 Prevention Plan (CPP)

Staff has customized the template provided to suit HBMWD to be in compliance with Cal OSHA requirements to adopt a COVID-19 Prevention Plan.

On motion by Director Rupp, seconded by Director Fuller, the Board approved the CAL OSHA COVID-19 Prevention Plan at the January 14, 2021 Regular Meeting by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

**9.7 CLOSED SESSION:** Public Employee Performance Evaluation for General Manager (pursuant to Section 54957(b))

(a). The Board adjourned to Closed Session at 2:52 pm and returned to Open Session at 3:05pm.

There was no public comment.

(b)Open Session report out: There was no reportable action from Closed Session. There was no public comment.

## 10. Reports from Staff

### 10.1 Engineering

a) 12kV Switchgear Replacement (\$755,832 District Match)

Nathan Stevens joined the meeting at 11:00am and discussed a change order for the 12kV contract. Additional staff from GHD were in attendance, as well. The quote for a District requested change order for the controller upgrade has not arrived so he would like to pull this action request. He requested a special meeting which will be scheduled at a later date via email once the quote for the change order is reviewed internally.



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Mr. Stevens submitted a grant application to Cal OES, under the Community Power Resiliency Program, which was created in response to PSPS preparedness needs. The grant amount is \$215,000, and if approved would recoup the cost of the proposed change order. The performance period for the grant is July 2020-Oct 2021 so he anticipates the response shortly.

Mr. Stevens introduced the idea of having an approved switchgear submittal by the end of February, and shipped by the manufacturer by the end of July. The grant performance termination date has been extended to March 22, 2022 and should allow plenty of time for construction. Mr. Friedenbach clarified for the Board that the battery project is a separate project with separate funding, and dependent on the completion of 12kV project. Mr. Stevens also clarified that even though several staff members are attending the Board meeting in support of the project, only one will be charging time. There was no public comment.

**b) Collector Mainline Redundancy Hazard Mitigation Grant (\$790,570 District Match)**

There is no progress to report. There was no public comment.

**c) Reservoir Structural Retrofit Hazard Mitigation Grant (\$914,250 District Match)**

A draft geotechnical report which will provide design parameters, was submitted to staff this week in advance of a meeting to be held in the next week. The draft 60% drawings will be submitted to the District by January 29, and everything's on schedule. Deadline is now July 31, 2021 for CEQA analysis. There was no public comment.

**d) TRF Generator Hazard Mitigation Grant (\$460,431 District Match)**

There is no status update other than a resubmittal of a new notice of interest. A new full application will be submitted under the new disaster declaration and is due March, 2021. There was no public comment.

**e) Appeal of FEMA Funding Denial for Collector 4 Emergency Restoration Work**

District staff continues communication with FEMA, and Cal OES staff sent an additional RFI. \$364K is a significant amount and staff will keep the Board apprised of the appeal status. There was no public comment.

**f) R.W. Matthews Dam Spillway Retrofit Scoping Project BRIC Grant**

The grant application was submitted on Dec 3, 2020. It could be Oct, 2021 before a response is received. There was no public comment.

**g) HMG Program**

Staff has worked closely with Cal OES and are submitting under the most recent hazard declaration, and under the subgrant called Advanced Assistance. Staff will need to gather data and perform studies (such as the seismic stability analysis required for the FERC Part 12 report), to determine if any retrofits may be required. This information will be used to repackage an application for the Hazard Mitigation Advance Assistance program. GHD didn't charge for the grant applications and



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Mr. Stevens believes we should be in a good position to receive funding for these studies. There was no public comment.

h) Status report re: other engineering work in progress

Mr. Stevens will be out of town for the February meeting but Steven McHaney will be standing in. He is well qualified to provide support. There was no public comment.

**10.2. Financial**

a) Financial Report

Ms. Harris provided the Board with highlights from the December financial report. There is a challenge with the county information in that we are receiving it six months in arrears. Also, the subtotal of holiday and overtime is at 71% of the annual budgeted amount, and is directly attributed to the fires. Fire disaster overtime charges are reimbursable from FEMA.

Monthly Expenses by Vendor totaled \$274,614.81. Director Fuller noted the bills were all in order. There was no public comment.

On motion by Director Rupp, seconded by Director Fuller, the Board approved acceptance of the December 2020 Financial Report & Vendor Detail Report in the amount of \$274,614.81 by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

**10.3. Operations**

Mr. Davidsen reported out on operations including maintenance, staffing needs during emergency conditions, new equipment, COVID impacts, and training. If Ruth Lake receives the 190% more runoff than average as predicted by the USGS, then production of hydro power will increase. A faulty transformer at Collector 2 was replaced via warranty and the District received an upgraded transformer.

The general manager was asked what tier the staff receives the COVID-19 vaccine? Staff responded that a voluntary choice to be vaccinated will be encouraged when available, hopefully in Phase 1-b as requested of the Humboldt County Health Department. There is no timeline for vaccine availability. There was no public comment.

**11. Management**

**11.1 CSDA**

Staff introduced the CSDA webinars that are available free to District employees and Directors. There was no public comment.



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**11.2 CalPERS Pension and UAL Restructuring Analysis**

Staff introduced a letter from the Weist law firm regarding a third-party evaluation of the CalPERS unfunded liability and proposes funding solutions of the District. Board members may participate in the February 23, 2021 meeting at 10am. Director Woo requested a report back from the meeting. There was no public comment.

**12. Director Reports & Discussion**

**12.1 General comments or reports from Directors**

Director Latt requested that each meeting have an agenda item on the McNamara/Peepe remediation. There was no public comment.

**12.2 ACWA**

ACWA recommended water workers be designated as tier 1-b for vaccine availability. Director Rupp attended a finance meeting regarding the cashflow implications of not selling the ACWA building. COVID has impacted the marketing of the building and the ACWA Board has directed their staff to keep the real property for a while longer. There was no public comment.

**12.3 ACWA – JPIA**

There were no nominations. There was no public comment.

**12.4 Organizations on which HBMWD Serves: RCEA, RREDC**

RCEA had a great Board turnout in December. They do not have a Board president selected at this time. RREDC canceled the December meeting. There was no public comment.

**Adjournment**

The meeting adjourned at 3:06pm.

Attest:

\_\_\_\_\_  
Sheri Woo, President

\_\_\_\_\_  
J. Bruce Rupp, Secretary/Treasurer

Board of Directors  
Committee Assignments 2021

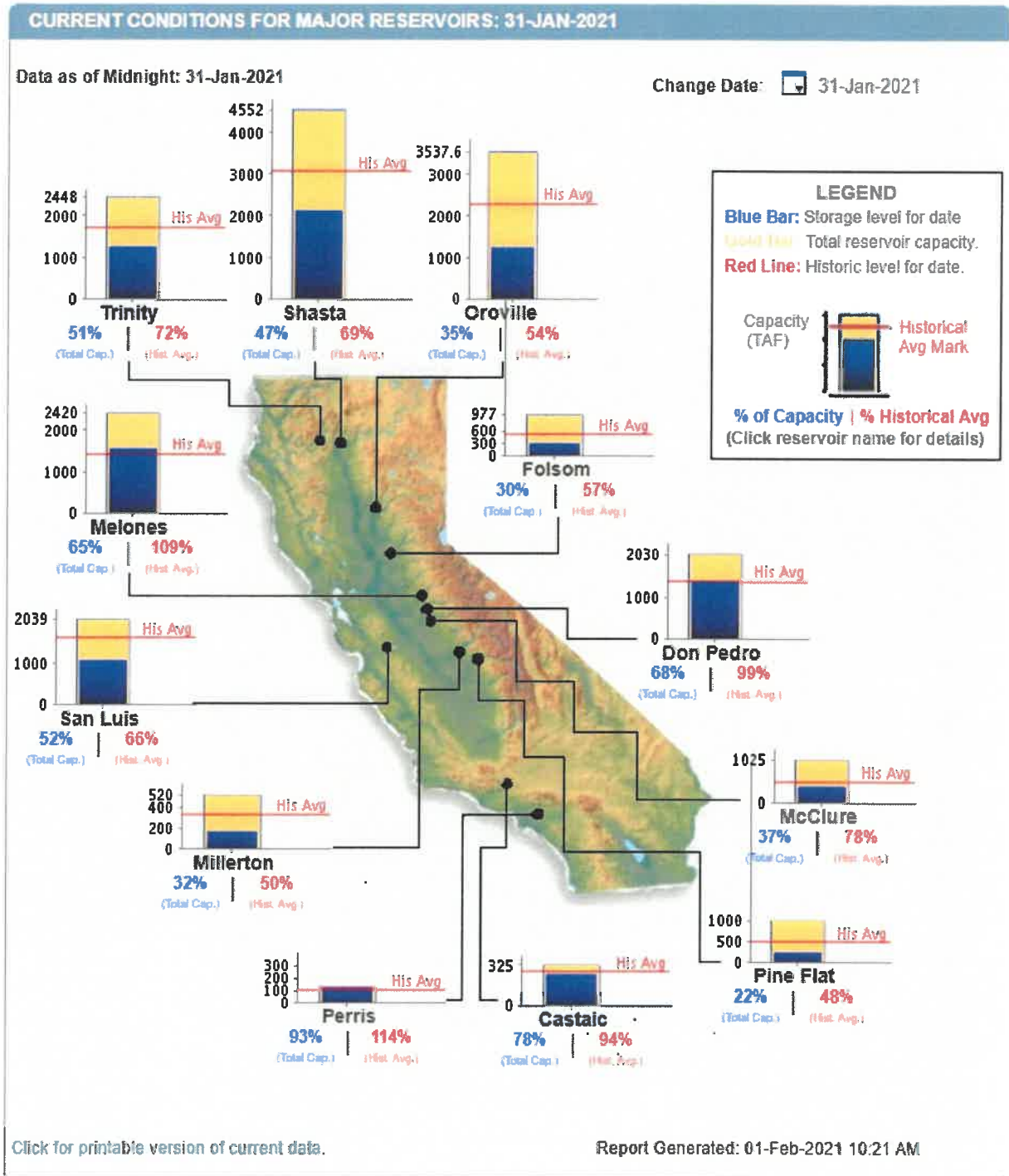
Officers of the District	Incumbent/Member	Term
President	Sheri Woo	Until new appointment by Board (odd numbered years)
Vice President	Neal Latt	Until new appointment by Board
Secretary-Treasurer	J. Bruce Rupp	Until new appointment by Board
Assistant Secretary Treasurer	Michelle Fuller	Until new appointment by Board
General Manager	John Friedenbach	Until new appointment by Board
Attorney	Ryan Plotz and Russ Gans of Mitchell, Brisso, Delaney & Vrieze	Until new appointment by Board
Auditor	R.J. Ricciardi, Inc.	Until new appointment by Board
Other Assignments/Appointments		
ACWA Region 1 Board Member	J. Bruce Rupp	Next Election
ACWA-JPIA Board Member	J. Bruce Rupp (regular) John Friedenbach (alternate) Michelle Fuller (alternate)	Until new appointment by Board
JPIA Employee Benefits Committee	J. Bruce Rupp	Until new appointment
JPIA Executive Committee	J. Bruce Rupp	Until new appointment
ACWA Finance Committee, Vice Chair	J. Bruce Rupp	Until new appointment
RREDC Board Member	Neal Latt (regular) David Lindberg (alternate)	Until new appointment by Board
RCEA Board Member	Sheri Woo (regular) Michelle Fuller (alternate)	Until new appointment by Board
Countywide RDA Oversight Board Member	J. Bruce Rupp	Until Next Election Cycle
Committee Assignments (Charters Attached)		

Board of Directors  
Committee Assignments 2021

Audit Committee	Secretary/Treasurer with David Lindley (2021)	Secretary/Treasurer is standing member and second Director appointed year-to-year
<b>Committee Assignments (Con't) (Charters Attached)</b>		
Water Task Force	One Board/Council member and one management representative from District and each Municipality (may also include a representative from wholesale industrial customer) and Ruth Lake CSD  HBMWD Members: President Sheri Woo and GM Alternate: Neal Latt	Until new appointment
Water Resource Planning Advisory Committee	Bruce Rupp and Sheri Woo	Until new appointment
Committee to Support and Advance Local Water Sales and Advance Consideration of "Transport" Option	J. Bruce Rupp and Neal Latt	Until new appointment
Committee to Support Consideration of an Instream Flow Dedication in the Mad River	Sheri Woo and Michelle Fuller	Until new appointment
Board Policy & Evaluations Committee	President and J. Bruce Rupp	Until new appointment
Education and Outreach Committee	David Lindberg and Michelle Fuller	Until new appointment
District Website Social Media Ad-Hoc Committee	Sheri Woo and Michelle Fuller, Business Manager	Until new appointment
Mad River Policy Committee	Director Lapp and Director Fuller	Until new appointment
Trinity County Master Lease Committee	Director Rupp and Director Lapp	Until new appointment



### California Data Exchange Center - Reservoirs



Source: Department of Water Resources: California Data Exchange Center

## INSIDE CLIMATE NEWS

### [Science](#)

# A Surge From an Atmospheric River Drove California's Latest Climate Extremes

Research suggests that much of the state will endure more extreme precipitation events that drive floods, mudslides and debris flows.



By [Bob Berwyn](#)  
February 2, 2021



Construction crews work at the scene where a section of Highway 1 collapsed into the Pacific Ocean near Big Sur, California on Jan. 31, 2021. Credit: Josh Edelson/AFP via Getty Images

**Related**

Flooding rains and record snow in California last week marked another extreme swing of the state's climate pendulum. The widespread downpours triggered mudslides that damaged homes and roads near some of the huge fire scars from last summer, and also brought some of the water the state will need to end a months-long hot and dry streak and douse a record-setting wildfire season that extended into January.

The storm included a long stream of moisture from the subtropical Pacific Ocean, called an atmospheric river, that inundated the state from north to south for three days. Atmospheric rivers are concentrated streams of moist air, generally more than 1,200 miles long, up to 620 miles wide and about 1.8 miles deep.

Last week's torrent hit Central California hardest. Several spots reported 24-hour rainfall records and the deluge washed out a 150-foot section of Highway 1 in the vulnerable Big Sur area, where the road clings to unstable mountains that drop steeply to the sea. Just two years ago, another nearby section of the highway was also destroyed by an intense storm.

Climate scientists say it's important to understand how atmospheric rivers will change as global warming drives more extremes. They've recently created a scale to rate their strength. Between 1978 and 2017, the 10 most intense atmospheric rivers caused nearly half of all flood damage in the Western United States.

It could get worse. Stronger atmospheric rivers are part of California's "whiplash" climate future, said Daniel Swain, a climate scientist with the National Center for Atmospheric Research. "One of the things that's really clear, the intense ones are going to become much more intense," he said.

A 2018 study he co-authored showed that the odds for a scenario like the storm that caused the Great Flood of 1862, when Sacramento was partially destroyed, are "perhaps as high as 50% between 2018 and 2060." A flood of that size would devastate towns and swamp much of California's Central Valley, a breadbasket for the entire country.

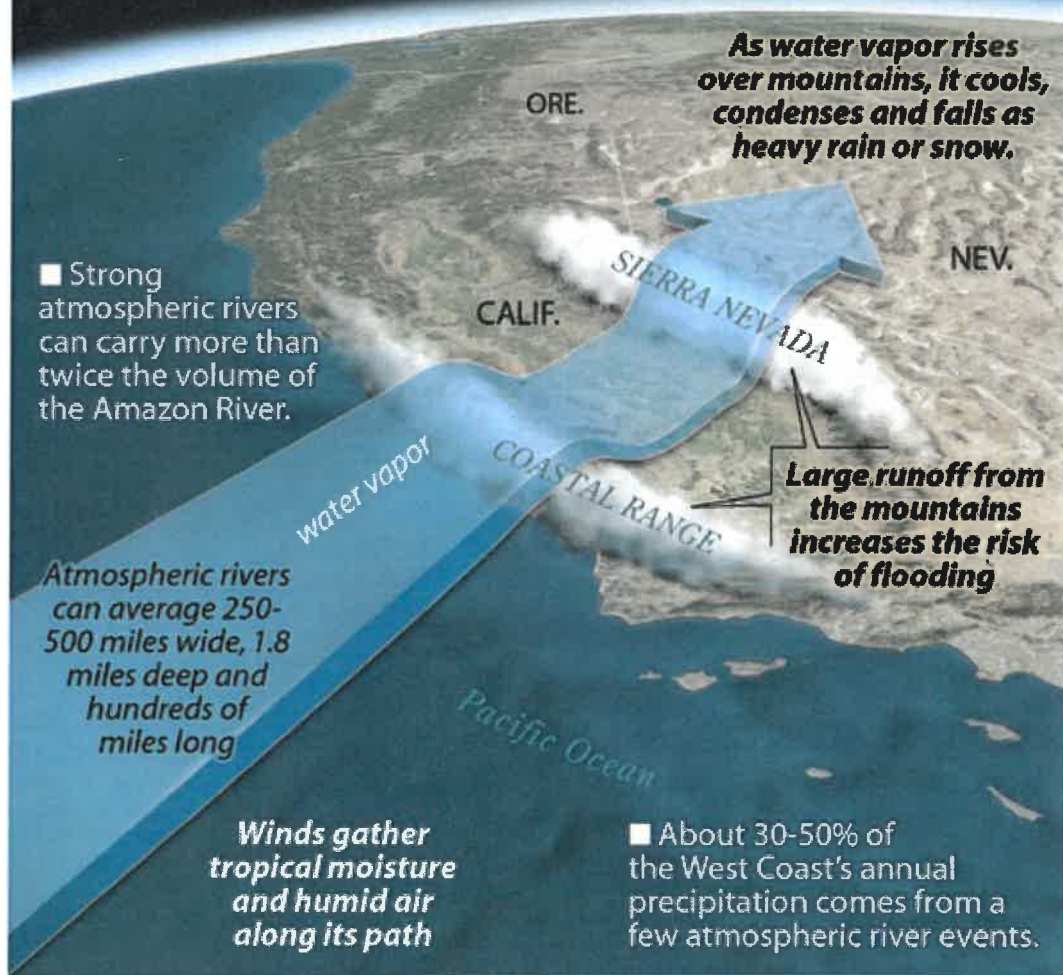
At the other extreme are climate studies showing that California's future droughts will be hotter and more intense. Even some years with near normal seasonal rain and snow can end up dry as increasingly hot summers simply steam the water out of the ground.

"The events that were once thought to have been vanishingly rare, are not so rare anymore," Swain said. "What we're not used to are these really extreme events, above the top end of the scale. Those are the ones that test infrastructure."

Even absent an extreme event, changes to the timing, intensity and location of the moist flows will affect water supplies for towns, agriculture and natural ecosystems, he added. Water managers need to be prepared for climate-driven feast or famine cycles of rain, snow and runoff, for instance operating dams more flexibly to capture as much water as possible during big downpours, while still holding back enough to reduce river flood risks.

## Rivers in the Sky

Atmospheric rivers are giant flowing streams of water vapor. While weaker atmospheric rivers bring needed rainfall, more intense atmospheric rivers can cause extreme precipitation, flooding and dangerous mudslides.



SOURCES: NOAA; NASA

PAUL HORN / Inside Climate News

Building the necessary resilience won't be easy, but since a flood on the scale of the 1862 event would cause billions in damage, figuring out ways to prepare for such risks are well worth it, Swain said. In the meantime, the threats from surging atmospheric rivers are rising fast.

“This is a problem in a society where we build our infrastructure to last many decades, on the assumption that our climate does not change over 50 years,” he said. Many risks from climate extremes will become “greatly elevated with regard to how we’ve designed our infrastructure.”

## Important Global Climate Pumps

Hazards similar to those in California are driving research into how global warming will change atmospheric rivers around the world, said University of Lisbon climate scientist Alexandre Ramos. In Europe, those intensifying moisture streams will inundate the British Isles and Scandinavia more frequently, but a northward shift detected by climate scientists could leave other areas thirsty.

Globally, atmospheric rivers are the largest transporters of freshwater and also distribute heat energy from equatorial regions toward the poles. Those flows are shifting because global warming is expanding bulging domes of stable, warm and dry air in the subtropics, which shunts atmospheric rivers poleward, Ramos said.

A wet Atlantic storm that pummeled parts of the already soggy United Kingdom last week carried swaths of moist air from around Florida all the way across the Atlantic in a weather pattern similar to an atmospheric river, climate and weather researcher Simon Lee wrote on Twitter.

The atmosphere can hold about 7 percent more moisture for every 1 degree Celsius of warming, so every atmospheric river can potentially hold more moisture. One recent study found that there has been an increase in the number of atmospheric rivers since the 1980s, Ramos said.

But they are still relatively rare—about four per year—making it hard for researchers to separate a global warming signal from natural factors that could affect their frequency. But projections for the future are robust, showing that, with continued warming, up to eight atmospheric rivers could affect Europe each year, with some climate models even showing their frequency tripling, he said.

“What we are seeing is, the rainy seasons are getting shorter, and the precipitation will become more extreme, and the extremes will become more frequent,” Ramos said. “Increased temperature means more water in the atmosphere, lowering the threshold for extremes.”

In Portugal, like in California, atmospheric rivers are often beneficial drought-busters that fill reservoirs, so it’s also a problem if they don’t materialize, Ramos said. His research, and other studies, suggest that global warming may already be shifting atmospheric rivers poleward. He said the research describes how recent droughts in South Africa and Australia could be linked with the poleward shift of atmospheric rivers.

## Why Atmospheric Rivers Are Becoming More Dangerous

Swain’s most recent study zoomed in on California and scrutinized the moisture, temperature and wind speeds of the strongest atmospheric rivers from ground level to their upper boundary, about two miles high, to assess the risks of extreme rain and snow.

Since they are infrequent, it's hard to get a statistically valid idea about how they have changed up to now, even when grouping the data from multiple atmospheric rivers together. But figuring out the mechanics of individual events at a detailed level will help predict how they'll behave in a warmer climate in the future, he said.

Swain's analysis delivered detailed projections of increased precipitation from atmospheric rivers: 25 percent to 50 percent more across the San Joaquin Valley, a 25 percent to 30 percent increase in the northern Sacramento valley, and 80 percent more in the Owens Valley, east of the Sierra Nevada.

"We were looking at the really rare ones," he said of the atmospheric rivers he studied. "That's part of why we did this study, looking at events that happen a couple of times per century."

By comparing the results of their analysis with observations from historic extreme storms, "It's almost as if we had a 400 year long record," he said. "It's the best we can do."

In the strongest atmospheric rivers, the study found a 10 percent to 40 percent increase in total accumulated precipitation. It found an even greater increase in hourly maximum precipitation rates that are above the level that could be caused solely by the increased water vapor in a warmer atmosphere, which means global warming is intensifying atmospheric rivers beyond just adding water, Swain said.

The large increase in maximum hourly precipitation intensity is critical because short blasts of intense precipitation pose a much greater risk of flash flooding and other hazards, such as debris flows and mudslides, than do equally large accumulations occurring over a longer period of time, the study found.

They also found that rain and snowfall from atmospheric rivers is increasing the most, proportionately, in areas that were previously sheltered from the phenomenon, like in the rain shadows on the downwind, lee sides of mountain ranges. That could increase unexpected flood and water management challenges in areas where they are not expected.

"These findings imply substantial challenges for water and flood management in California, given future increases in intense atmospheric river-induced precipitation extremes," the researchers wrote in their study.

Swain said it's also important to remember that future atmospheric rivers in a warmer climate will change snow to rain, which increases the risks of flooding even more, based on current expectations of the snow-rain ratio. Snow, of course, piles up and melts slowly, while rain runs off into streams and rivers right away.

With continued global warming, the study suggests that streamflows could increase beyond what would be expected just from the precipitation increase alone, because "a substantially greater fraction of precipitation is likely to fall as rain rather than snow," the study concluded.

For Swain, the study elicited deep concerns about the prospects for an incredibly damaging megaflood.

“By 2060, there is a 50-50 chance of seeing a megastorm on the scale that swamped the Central Valley,” he said. “Given that would be a catastrophic flood event, I don’t think we’re fully prepared for that. For me, that almost means that, by late century, it’s almost an inevitability. That’s pretty amazing for an event that happened 5 times per millennium up to now.”

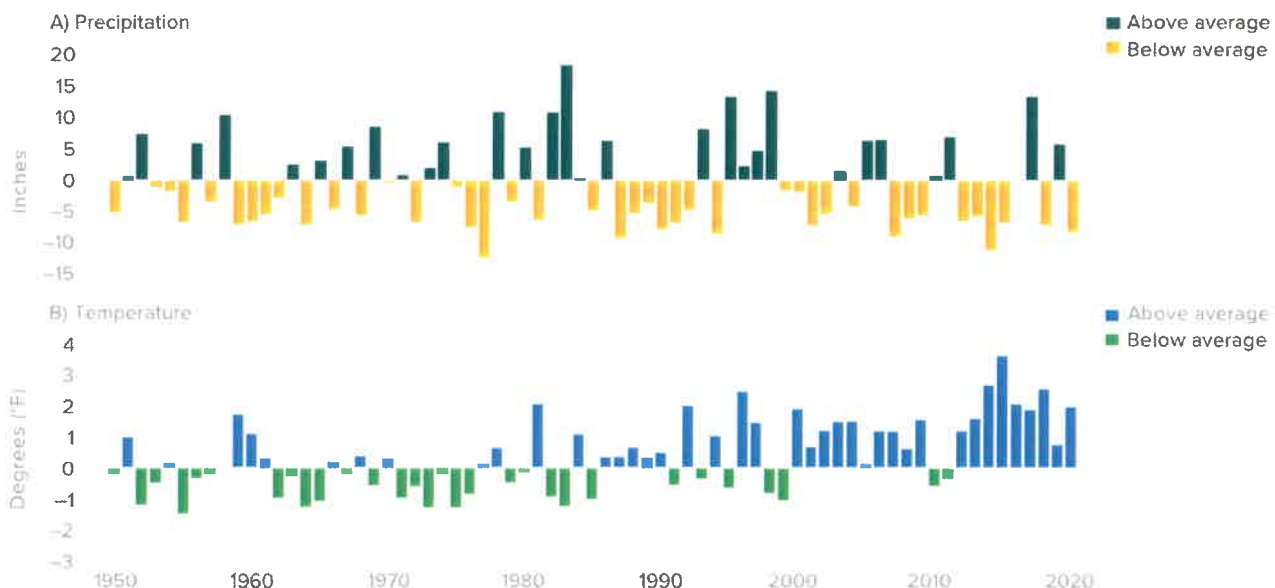
“I’m not going to call these findings good news,” he said. “But they could help start discussions about how to mitigate the risks.”

# Water and a Changing Climate

The pandemic and its economic fallout are affecting many aspects of water management, while climate change has major implications. And a much-needed national conversation about racism has illuminated water equity issues—such as how we address climate change, safe drinking water, and water scarcity.

- ▶ California's water managers have been busy keeping water systems safe and operational during the COVID-19 pandemic. But the fiscal consequences of the economic recession are just beginning to be felt.
- ▶ Some California communities—especially those served by small systems lacking resources and economies of scale—did not have safe drinking water before the pandemic, and the recession has made affordability of water and wastewater an urgent crisis.
- ▶ California's climate is warming and becoming more variable. Rising temperatures are making droughts more intense, and dry years are occurring more frequently. At the same time, winter storms are becoming warmer—with less snow and more rain—leading to larger floods.
- ▶ Freshwater ecosystem health has been declining for decades—a trend made worse by long-term drought and rising air and water temperatures. The pandemic and resulting downturn have made this even harder to manage.
- ▶ Headwater forests are a critical part of the state's natural infrastructure, but tree die-offs and rising wildfire intensity—fueled by a warming climate—have heightened the need to better manage these forests.
- ▶ Agriculture has faced many challenges from the pandemic—particularly regarding worker safety and market disruptions. But its grand challenge is to manage groundwater sustainably for the benefit of the economy, local communities, and the environment—a task made harder by the changing climate.

## CALIFORNIA HAS BEEN HOT AND DRY FOR THE PAST 20 YEARS



SOURCE: *California Climate Tracker*, Western Regional Climate Center.

NOTES: Bars in the top panel show the number of inches above and below the 1950–2000 statewide average of 24.3 inches, based on October–September water years. Bars in the lower panel show the annual difference in average temperature from 1950–2000 average (57.2°F). The 2020 precipitation anomaly is based on cumulative precipitation from October 2019 through May 2020, and is compared to the cumulative precipitation for the same months in the 1950–2000 period (23.5 inches). Temperature anomaly for October 2019 through May 2020 was extrapolated through September 2020. The 1950–present range was chosen based on higher-quality climate data suitable for close comparison.



## Climate change has major implications for managing water

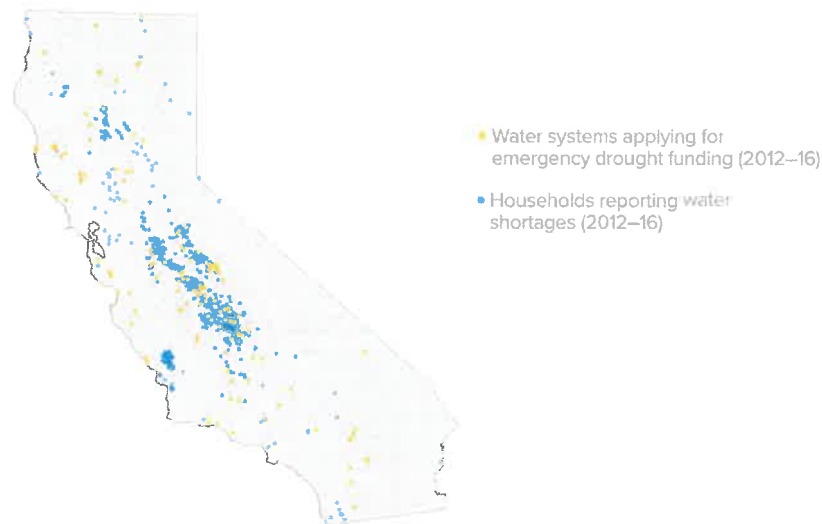
**Increasing drought intensity and frequency makes it hard to manage aquifers.** The state relies heavily on groundwater as a drought reserve. More intense and frequent droughts increase demand for groundwater and reduce the opportunity for recharge. This makes supplies for agriculture and many rural communities more expensive and less reliable.

**The state's flood control infrastructure is inadequate for 21st-century conditions.** Most efforts to manage flood risk—including planning, dams, levees, and other structures—are based on past climate conditions rather than a future with floods that are likely to be more intense. Adapting to these changes will be costly and disruptive. Low-income communities are disproportionately at risk and will need more assistance with adaptation.

**Sea level rise will affect water quality and flood risks.** Estuaries and coastal aquifers will see declines in water quality as sea level goes up. This will also increase the risks of coastal flooding and the costs of wastewater and stormwater management.

**Climate stress is affecting the state's fragile freshwater ecosystems and headwater forests.** California's plant and animal communities are adapted to occasional drought, but water and forest management practices—combined with a warming climate—have made these communities much more vulnerable.

### DURING DROUGHTS, RURAL COMMUNITIES ARE MORE LIKELY TO SUFFER WATER SHORTAGES



SOURCE: *Managing Drought in a Changing Climate* (PPIC, 2018). Developed by the authors using data from the Department of Water Resources (household water shortages) and the State Water Board (small water systems).

## The COVID-19 recession has made it harder to manage water and ecosystems

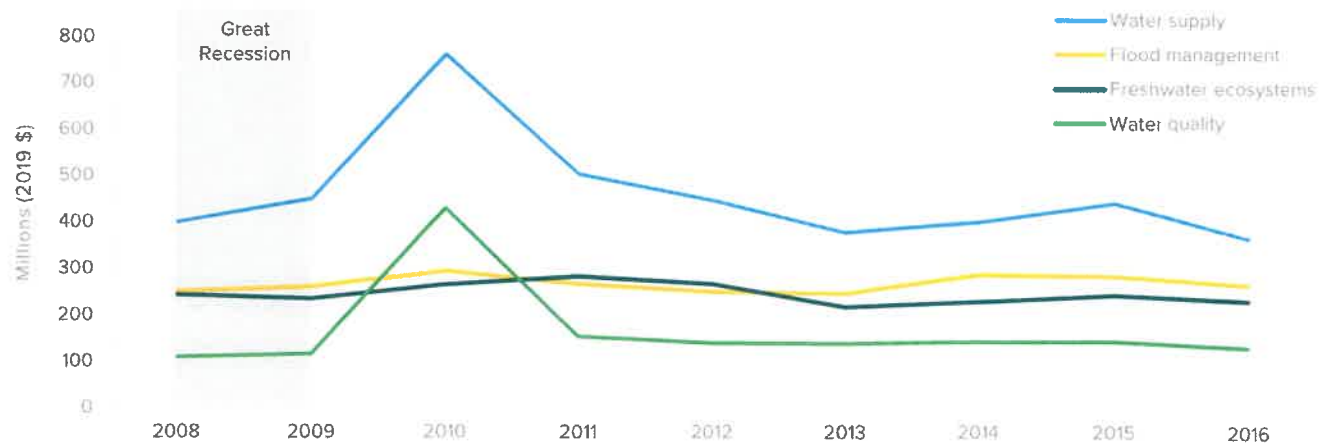
**The pandemic could have lasting effects on utility finances, affecting their ability to maintain safe and resilient systems.** A moratorium on shutoffs helped ensure access for residents who lost income during the pandemic, but also reduced revenues. Utility managers are worried about a longer-term rise in nonpayment, and the Great Recession of the late 2000s showed that water and wastewater revenues can be significantly impacted. Stimulus funds can play an important role in filling revenue gaps, helping utilities maintain and upgrade aging infrastructure.

**Hundreds of mostly small, rural water systems—and thousands of domestic wells—do not provide safe drinking water.** Many more water systems are on the brink of failure. This problem disproportionately affects low-income communities of color. The Safe and Affordable Funding for Equity and Resilience (SAFER) program was created in 2019 to help tackle these problems, but its revenue source is at risk and a more stable source may be needed.

**The recession is not likely to impair funding for wildfire suppression, but funding for forest management to reduce wildfire risk is now less certain.** Management on the scale needed to reduce the risk of severe wildfire in the headwater forests region requires a robust funding portfolio. The downturn provides an opportunity to reexamine funding strategies and consider options that are better suited to the urgent need to manage forests.

**The recession could set back critical freshwater ecosystem programs for years.** Ecosystem management is expensive, and years of investment are needed to achieve results. Yet most funding comes from state bonds and is vulnerable to cutbacks during downturns. We estimate that roughly \$700 million is spent annually on aquatic ecosystems in California—but an additional \$400–\$700 million is needed to address existing gaps. The key is finding ways to put ecosystem management on a better footing for an uncertain future.

**FEDERAL SPENDING BOOSTED WATER AND WASTEWATER INFRASTRUCTURE DURING THE LAST ECONOMIC RECOVERY**



SOURCE: Updated from *Paying for Water in California* (PPIC, 2014).  
 NOTES: Water quality includes wastewater and stormwater spending. Deflated using Consumer Price Index. The Great Recession began in December 2007 and the recovery started in July 2009.

**Prioritizing urgent needs can help avoid higher long-term costs**

California will be addressing the fallout of the COVID-19 crisis for some time to come. But failure to address other critical issues now can result in bigger, harder-to-solve problems in the future.

**Ensure safe and affordable drinking water.** In areas with unsafe or unreliable water supply, promoting consolidation of small, at-risk water systems with larger systems is an important approach. Safeguarding existing state funding (for example, the SAFER program) is critical. Addressing the affordability of both water and wastewater must avoid incentivizing non-payment of bills, which could hinder upkeep of water systems and create new public safety risks. A broader array of funding to support lifeline rates for poor households is needed. To expand local funding options, Californians should consider reforming Propositions 218 and 26, which currently limit the use of water lifeline rates. A federal water lifeline program, similar to one that helps with energy bills, would be valuable in California and nationally.

**Make groundwater sustainability planning work.** Getting to groundwater sustainability, as required by the state’s Sustainable Groundwater Management Act, calls for a concerted effort to balance water accounts, mitigate the undesirable effects of overdraft, and prepare for increasing drought intensity. There are no simple, inexpensive solutions. Sustainability will require major reductions in demand; improvements in supply; investments in infrastructure, trading, and banking of water; and strategic land fallowing. More cooperation is needed to develop alternative supplies, manage demands effectively, and address undesirable effects of pumping, including on drinking water for poor rural communities. Federal stimulus funds and state grants could support planning, piloting, and water infrastructure that provides multiple benefits.

**Change how we prepare for droughts and floods to reflect a changing climate.** Enhancing groundwater storage is a top priority for building a more drought-resilient water supply. This will require managing surface- and groundwater storage as one system to increase their combined potential. Improving drought planning, especially for communities served by small, vulnerable water systems and domestic wells, is also key. And as the potential for large-scale flooding increases with climate warming, California should expand efforts to steer new development away from high-flood-risk areas. The state also needs to continue improving emergency preparations and encourage those who live in areas at risk of flooding to purchase insurance. Finally, expanded investments in flood management planning and infrastructure are sorely needed. It will be important to design policies to protect lower-income communities from the losses they disproportionately incur.

**Steward the environment.** Efforts to arrest environmental decline are often sidelined during crises such as the pandemic. But healthy ecosystems are part of California's natural infrastructure and integral to human health and well-being. Failing to address ecosystem decline makes it more difficult and expensive to tackle in the future, especially given climate trends. California needs new strategies that make the most of resources dedicated to improving the environment. This includes increasing investment in forest health to reduce wildfire risk and maintain the benefits forests provide, and adopting new approaches—including restoring more-natural variability of river flows and simplifying permitting—that improve the health of freshwater ecosystems.

**Make every drop and dollar count.** Money is a perennial issue, but it's even more of a brake on progress now. To be more efficient and effective with limited resources, priority should be given to approaches that yield multiple benefits. For example, managing high spring flows for the combined purposes of flood protection, groundwater recharge, and habitat can broaden cooperation and leverage more funding sources. Similarly, federal stimulus funds can support economic recovery and jobs while boosting the resilience of our natural and built water systems.

**Collaboration and leadership are key.** Durable and equitable solutions to California's water problems take much more than better planning and money. Coalition-building and the adoption of cooperative approaches will be necessary. Multi-benefit approaches can help bring together these coalitions. But perhaps most important, this cannot happen without strong leadership that is committed to collaborative solutions, innovation, and risk-taking.

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**Sources:** For more details, see Hanak et al., *Priorities for California's Water* (PPIC, 2020) and Mount et al., *Managing Drought in a Changing Climate* (PPIC, 2018).



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## NEW RESEARCH POINTS TO OVER RELIANCE ON MANAGED AQUIFER RECHARGE

By Mimi Ko Cruz

Managed aquifer recharge (MAR), also known as water banking, stores water to be available for use in dry years when surface water supplies are low. It's a remarkable technology but, groundwater agencies are too reliant on it, according to research by Nicola Ulibarri, assistant professor of urban planning and public policy, and colleagues.

In their study, published this month in *Water Resources Research*, Ulibarri and her co-authors Nataly Escobedo Garcia, Rebecca L. Nelson, Amanda E. Cravens and Ryan J. McCarty argue that the groundwater agencies seem to be overly relying on MAR to fix their sustainability problems.

"The parts of California that we're studying — the places that are required to come up with groundwater sustainability plans — are places that are in critical overdraft, which means that they are using more groundwater than is sustainable long term. This has led to the many problems that the state's Sustainable Groundwater Management Act (SGMA) of 2014 aims to address, like overdraft, land subsidence and interconnected surface water," Ulibarri explains.

She answers a few questions about her research and water management.

### HOW IS MAR AN EFFECTIVE WATER MANAGEMENT TOOL?

In California, many agricultural areas rely heavily on groundwater for their crops. But, if they take out the groundwater faster than it can replenish naturally, the water levels drop over time.

Think about it like a bank account. You start with some money in the bank; if every month you get a \$100 deposit, but you withdraw \$1,000, you will drain your bank account over time. In many places, this has meant that groundwater levels are declining rapidly, making it more expensive to drill wells and pump, drying out rivers that might be fed by groundwater, and in some cases leading to land subsidence (roughly, when the ground surface drops because the water below it has been removed).

If you wanted to keep your bank account more stable (or even increase savings over time), one solution would be to stop taking as much money out, and the other would be to put more money in. MAR is the second option. It aims to reverse declining groundwater levels by actively placing water back into groundwater storage. This can help make long-term use of groundwater more sustainable.

It's already in use in a number of places. For instance, Orange County has one of the biggest MAR operations in the world, which is why we are able to rely on groundwater for such a sizeable part of our water supply.

In places like California, where we tend to have really wet years and really dry years, MAR also is a promising tool because it can help smooth out some of the variation year to year. The idea is that in dry years, when there is not a lot of rain or snow, we should use groundwater, making sure that the economy, agriculture, etc. can keep going. Then, in wet years, when we're dealing with floods and there

is plenty of surface water, to put some of that water back into groundwater (so it's there for the next dry year).

#### WHAT ARE SOME OF YOUR MOST SURPRISING/IMPORTANT FINDINGS?

In our paper, we're looking at a proposed expansion of MAR to comply with the SMGA. This act requires local groundwater agencies to propose ways to achieve "sustainability." We find that lots of these agencies are proposing to use MAR. This isn't terribly surprising, as this technique has a lot of potential benefits.

But, we also find that many of the agencies haven't thought through all of the needed steps to actually make MAR projects work.

For instance, these projects in total are projected to cost over \$1.6 billion, but most of the agencies don't have a plan yet for where that funding will come from, or at least they don't specify that source in the plan they submitted to the state. Likewise, if all of these projects are built, they will provide a large amount of possible recharge capacity, but in most places there won't be enough surface water available to fill all that capacity. This is because of a combination of water rights (in many rivers, the water is already allocated to other uses) and hydrology (in very few years is there large enough river flows to fill the need). The paper details a number of other feasibility concerns, like a lack of attention to legal considerations and land availability and the challenge of converting large areas of land to recharge basins.

#### WHY IS IT NECESSARY TO LOOK FOR OTHER WAYS TO MANAGE WATER?

The groundwater agencies seem to be overly relying on MAR to fix their sustainability problems. That would be fine if the projects were actually going to be built and supply the recharge capacity that they say they will. But our analysis suggests that isn't the case. This means that the groundwater agencies need to look for other options if they're actually going to solve the groundwater overdraft problem. Most prominently, they should look at demand reduction — the "take less money out of the bank account" option. Unfortunately, this is a much harder social and political fix.

Source: Mimi Ko Cruz, UC Irvine School of Social Ecology 2020

## St. Francis Dam Disaster To Be Commemorated In Memorial Design Competition

Posted by: Tim Smith in Community News, Santa Clarita Latest News February 2, 2021 - 9:00 am

One of the worst disasters in California history, the collapse of the Saint Francis Dam, is planned to be given a memorial by the U.S. Forest Service with a design competition now open to all U.S. citizens over 18.

The U.S. Forest Service announced Monday that it has launched a design competition, open to the general public from Feb. 1 to April 31, for a memorial commemorating the deadly St. Francis Dam disaster of 1928 that occurred just north of Santa Clarita.

“The U.S. Forest Service vision is for the memorial to serve both a commemorative and an educational function,” reads a statement issued by the service Monday. “More than just a plaque, the memorial should help the public learn about this significant historical event, while placing the tragedy in its broader historical and national context.”

Just before midnight on March 12, 1928, the geologically-unstable St. Francis Dam collapsed, sending a wall of water down San Francisquito Canyon through the Santa Clarita Valley and surrounding areas, emptying into the Pacific Ocean near Ventura.

The massive dam collapse north of Santa Clarita led to more than 450 deaths, an estimated 37.5 square miles of farmland destroyed, and millions of dollars worth of damage to homes and lives in Southern California.

The St. Francis Dam collapse is known today as the second-largest disaster in California history, after the 1906 San Francisco earthquake. This has led state officials to the decision to commemorate the disaster with the new memorial to honor the many lives lost in and around Santa Clarita.

“Memorial designs will be analyzed by a contest committee,” Monday’s statement reads. “The committee will consist of U.S. Forest Service employees, Saint Francis Dam National Memorial Collaborative members, family members of disaster victims, and major stakeholders, such as, Los Angeles Department of Water and Power and Southern California Edison.”

According to the Forest Service, the design of the memorial should be designed with “uniqueness unto its own and ultimately designed to inspire site visitors,” meant to honor all those who perished, as well as the families and communities forever changed by this tragic event.

*Disinfecting drinking water against pathogens is necessary, but by-products from the process are a ubiquitous — and likely growing — problem across the U.S. Solutions exist, though.*

WRITER: [Lynne Peeples](#)

[@lynnepeeps](#) Freelance science journalist

#### REPUBLISH

*January 15, 2021 — Editor's note: This story is part of a nine-month investigation of drinking water contamination across the U.S. The series is supported by funding from the Park Foundation and Water Foundation. Read the launch story, "Thirsting for Solutions," [here](#).*

In late September 2020, officials in [Wrangell, Alaska](#), warned residents who were elderly, pregnant or had health problems to avoid drinking the city's tap water — unless they could filter it on their own.

More than 3,000 miles (4,800 kilometers) away, the people of [Scituate, Massachusetts](#), received a letter that same month cautioning about the same group of contaminants in their drinking water.

At issue wasn't any of the well-known and widely feared water infiltrators such as *E. coli* or [per- and polyfluoroalkyl substances \(PFAS\)](#). The culprit chemicals tainting taps from [Cocoa, Florida](#), to the [Finger Lakes of New York](#) to a correctional facility in [Only, Tennessee](#), are, in fact, less recognized yet more ubiquitous: disinfection by-products.

"Take a glass of water. You may or may not have pesticides, pharmaceuticals, PFAS and lead in it. Usually not," says Susan Richardson, a professor of biochemistry at the University of South Carolina in Columbia. "But there's always something that is in your drinking water, and that's disinfection by-products."

Aptly named, the chemicals form in water when disinfectants that are widely used to kill pathogens in municipal drinking water facilities react with organic compounds. These compounds may be present in the water as a result of natural processes such as the decay of leaves and animal matter, as well as human activities that may release solvents, pharmaceuticals, pesticides and industrial chemicals. Exposure to disinfection by-products through drinking, bathing or [swimming](#) has been linked to potential [increased risks](#) of [low birthweight babies](#), birth defects, [miscarriages](#) and [cancer](#).

"Disinfection is hugely important. We've got to kill those pathogens," says Richardson. "We had millions of people dying from waterborne illnesses before we started disinfecting water in the 1800s."



Cholera and typhoid fever were once deadly and pervasive threats. Still today, when concentrations of disinfectants fall too low, drinking water can become a breeding ground for dangerous pathogens such as [Legionella](#), [E. coli](#), even [cholera](#).

“It’s a trade-off between inactivating pathogens that are going to make people sick today versus the long-term, low-level risk of chemicals in the water,” says Christy Remucal, an associate professor of civil and environmental engineering at the University of Wisconsin–Madison.

[Striking a balance](#) may be even more challenging today as waters become increasingly compromised due to population growth, wastewater intrusion, energy exploration, climate change — and now the Covid-19 pandemic, according to Richardson.

During the pandemic, many places have increased use of chlorine for disinfection in indoor and outdoor settings and during wastewater treatment, resulting in the potential for higher levels of disinfection by-products. Authors of a [study](#) published in October warn that this “upsurge and overuse of chlorine-based disinfectants” may pose a threat to human health “by impacting water quality.”

Concentrations of harmful chemicals have also likely increased in buildings left vacant during Covid-19 shutdowns. The longer that water sits in pipes, explains Richardson, the longer it has to react with disinfectants and form more by-products.

Still, Gregory Korshin, a professor of civil and environmental engineering at the University of Washington in Seattle, encourages perspective on the issue of disinfection by-products. The answer, he and others say, is not to stop disinfecting water, nor is it for everyone to buy bottled water.

“There is a dark side of disinfection,” adds Korshin. “But this doesn’t compromise the notion that drinking water in the U.S. is safe.”

## Unintended Consequences

Chemists first discovered disinfection by-products in treated drinking water in the 1970s. The trihalomethanes they found, they determined, had resulted from the reaction of chlorine with natural organic matter. Since then, scientists have identified more than



700 additional disinfection by-products. “And those only represent a portion. We still don’t know half of them,” says Richardson, whose lab has identified hundreds of disinfection by-products.

Identification of disinfection by-products is incredibly difficult, she explains, because these chemicals are not simply flowing down a river from an industrial site or running off a farm. “They didn’t exist before,” she adds. “It’s a complete unknown — there’s no preconceived idea of what these chemicals look like.”

Another research team recently discovered more previously unidentified disinfection by-products. As they described in a January 2020 [study](#), potentially carcinogenic chemicals are formed through the interaction of chlorine and not only organic matter in the environment but also manmade materials that include phenols such as [bisphenol A \(BPA\)](#) and other plasticizers, as well as sunscreen agents and antimicrobials.

“These phenol compounds are incredibly widespread because of their properties,” says Carsten Prasse, a coauthor on the study and an assistant professor of environmental health and environmental engineering at Johns Hopkins University. He highlights their use in both plastic pipes and plastic bottles, which frequently carry drinking water.

**What’s Regulated and What’s Not?** The U.S. Environmental Protection Agency (EPA) currently regulates 11 disinfection by-products — including a handful of trihalomethanes (THM) and haloacetic acids (HAA). While these represent only a small fraction of all disinfection by-products, EPA aims to use their presence to indicate the presence of other disinfection by-products. “The general idea is if you control THMs and HAAs, you implicitly or by default control everything else as well,” says Korshin.

EPA also requires drinking water facilities to use techniques to reduce the concentration of organic materials before applying disinfectants, and regulates the quantity of disinfectants that systems use. These rules ultimately can help control levels of disinfection by-products in drinking water.

Federal legal limits and health-based guidelines for disinfection byproducts

Contaminant	Federal legal limit <sup>1</sup>	Health-based guideline <sup>2</sup>
<b>Group of four trihalomethanes (THM4/TTHM), including:</b>	<b>80 ppb</b>	<b>0.15 ppb</b>
Chloroform	N/A	0.4 ppb
Bromoform	N/A	0.5 ppb
Bromodichloromethane	N/A	0.06 ppb
Dibromochloromethane	N/A	0.2 ppb
<b>Group of five haloacetic acids (HAAs), including:</b>	<b>60 ppb</b>	<b>0.1 ppb</b>
Monochloroacetic acid	N/A	53 ppb
Dichloroacetic acid	N/A	0.2 ppb
Trichloroacetic acid	N/A	0.1 ppb
Monobromoacetic acid	N/A	25 ppb
Dibromoacetic acid	N/A	0.04 ppb
Chlorite	1,000 ppb	50 ppb
Chlorate	N/A	210 ppb
Bromate	10 ppb	0.1 ppb
N-Nitrosodimethylamine	N/A	0.003 ppb

Still, some scientists and advocates argue that current regulations do not go far enough to protect the public. Many questions whether the government is regulating the right disinfection by-products, and if water systems are doing enough to reduce disinfection by-products. EPA is now seeking public input as it considers potential revisions to regulations, including the possibility of regulating additional by-products. The agency held a [two-day public meeting](#) in October 2020 and plans to hold additional public meetings throughout 2021.

When EPA set regulations on disinfection by-products between the 1970s and early 2000s, the agency, as well as the scientific community, was primarily focused on by-products of reactions between organics and chlorine — historically the most common drinking water disinfectant. But the science has become increasingly clear that these chlorinated chemicals represent a fraction of the by-product problem.

For example, bromide or iodide can get caught up in the reaction, too. This is common where seawater penetrates a drinking water source. By itself, bromide is innocuous, says Korshin. “But it is extremely [reactive] with organics,” he says. “As bromide levels increase with normal treatment, then concentrations of brominated disinfection by-products will increase quite rapidly.”

[Emerging data](#) indicate that brominated and iodinated by-products are potentially more harmful than the regulated by-products.

Almost half of the U.S. population lives within 50 miles of either the Atlantic or Pacific coasts, where saltwater intrusion can be a problem for drinking water supplies. “In the U.S., the rule of thumb is the closer to the sea, the more bromide you have,” says Korshin, noting there are also places where bromide naturally leaches out from the soil. Still, some coastal areas tend to be spared. For example, the city of Seattle’s water comes from the mountains, never making contact with seawater and tending to pick up minimal organic matter.

Hazardous disinfection by-products can also be an issue with desalination for drinking water. “As [desalination](#) practices become more economical, then the issue of controlling bromide becomes quite important,” adds Korshin.

## **Other Hot Spots**

Coastal areas represent just one type of hot spot for disinfection by-products. Agricultural regions tend to send organic matter — such as fertilizer and animal waste — into waterways. Areas with warmer climates generally have higher levels of natural organic matter. And nearly any urban area can be prone to stormwater runoff or combined sewer overflows, which can contain rainwater as well as untreated human waste, industrial wastewater, hazardous materials and organic debris. These events are especially common along the East Coast, notes Sydney Evans, a science analyst with the

nonprofit Environmental Working Group (EWG, a collaborator on [this reporting project](#)).

The only drinking water sources that might be altogether free of disinfection by-products, suggests Richardson, are private wells that are not treated with disinfectants. She used to drink water from her own well. “It was always cold, coming from great depth through clay and granite,” she says. “It was fabulous.”

Today, Richardson gets her water from a city system that uses chloramine.

## **Toxic Treadmill**

Most community water systems in the U.S. use chlorine for disinfection in their treatment plant. Because disinfectants are needed to prevent bacteria growth as the water travels to the homes at the ends of the distribution lines, sometimes a second round of disinfection is also added in the pipes.

Here, systems usually opt for either chlorine or chloramine. “Chloramination is more long-lasting and does not form as many disinfection by-products through the system,” says Steve Via, director of federal relations at the American Water Works Association. “Some studies show that chloramination may be more protective against organisms that inhabit biofilms such as *Legionella*.”

If a drinking water facility fails to meet EPA regulations for disinfection by-products, one relatively easy and cheap modification is to add ammonia to the existing treatment, turning chlorine to chloramine. Many large community water systems in the U.S. now use chloramine. By doing so, according to Richardson, they have dropped levels of regulated disinfection by-products by up to as much as 90%.

However, there is one major drawback to this shift: the creation of potentially more harmful by-products. “It might push down on regulated disinfection by-products, but then other things pop up that are even more toxic,” says Richardson, whose research team discovered previously unknown disinfection by-products in chloraminated drinking water. One of those finds, [iodoacetic acid](#), is the [most DNA-damaging disinfection by-product](#) known to date.

Prasse underscored the concern: “From a regulatory perspective, we could say we’re fine. But it’s a false sense of security.”

Rather than continuing on the toxic treadmill of replacing one potentially toxic chemical for another, a more effective solution may be to focus upstream in the treatment process — such as keeping organics out of the system in the first place. “That requires engineers, chemists, toxicologists and regulators to come together and figure something out,” says Prasse.

## Alternative Approaches

When he moved to the U.S. from Germany, Prasse says he immediately noticed the bad taste of the water. “You can taste the chlorine here. That’s not the case in Germany,” he says.

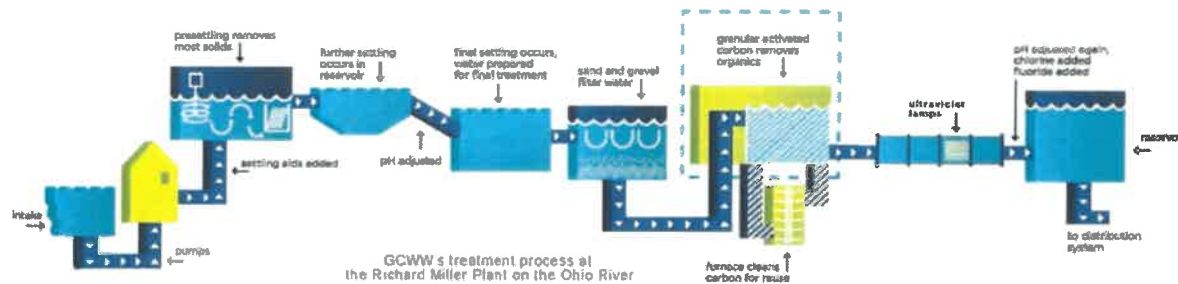
In his home country, water systems use chlorine — if at all — at lower concentrations and at the very end of treatment. In the Netherlands, [chlorine isn’t used at all](#) as the risks are considered to outweigh the benefits, says Prasse. He notes the challenge in making a convincing connection between exposure to low concentrations of disinfection by-products and health effects, such as cancer, that can occur decades later. In contrast, exposure to a pathogen can make someone sick very quickly.

But many countries in Europe have not waited for proof and have taken a precautionary approach to reduce potential risk. The emphasis there is on alternative approaches for primary disinfection such as ozone or [ultraviolet light](#). Reverse osmosis is among the “high-end” options, used to remove organic and inorganics from the water. While expensive, says Prasse, the method of forcing water through a semipermeable membrane is growing in popularity for systems that want to reuse wastewater for drinking water purposes.

Remucal notes that some treatment technologies may be good at removing a particular type of contaminant while being ineffective at removing another. “We need to think about the whole soup when we think about treatment,” she says. What’s more, Remucal explains, the mixture of contaminants may impact the body differently than any one chemical on its own.

Richardson’s preferred treatment method is filtering the water with granulated activated carbon, followed by a low dose of chlorine.

Granulated activated carbon is essentially the same stuff that’s in a household filter. (EWG recommends that consumers use a [countertop carbon filter](#) to reduce levels of disinfection by-products.) While such a filter “would remove disinfection by-products after they’re formed, in the plant they remove precursors before they form by-products,” explains Richardson. She coauthored a [2019 paper](#) that concluded the treatment method is effective in reducing a wide range of regulated and unregulated disinfection by-products.



Greater Cincinnati Water Works installed a granulated activated carbon system in 1992, and is still one of relatively few full-scale plants that uses the technology. Courtesy of [Greater Cincinnati Water Works](#).

Despite the technology and its benefits being known for decades, relatively few full-scale plants use granulated active carbon. They often cite its high cost, Richardson says. “They say that, but the city of Cincinnati [Ohio] has not gone bankrupt using it,” she says. “So, I’m not buying that argument anymore.”

Greater Cincinnati Water Works installed a granulated activated carbon system in 1992. On a video call in December, Jeff Swertfeger, the superintendent of Greater Cincinnati Water Works, poured grains of what looks like black sand out of a glass tube and into his hand. It was actually crushed coal that has been baked in a furnace. Under a microscope, each grain looks like a sponge, said Swertfeger. When water passes over the carbon grains, he explained, open tunnels and pores provide extensive surface area to absorb contaminants.

While the granulated activated carbon initially was installed to address chemical spills and other industrial contamination concerns in the Ohio River, Cincinnati’s main drinking water source, Swertfeger notes that the substance has turned out to “remove a lot of other stuff, too,” including [PFAS](#) and disinfection by-product precursors.

“We use about one-third the amount of chlorine as we did before. It smells and tastes a lot better,” he says. “The use of granulated activated carbon has resulted in lower disinfection by-products across the board.”

Richardson is optimistic about being able to reduce risks from disinfection by-products in the future. “If we’re smart, we can still kill those pathogens and lower our chemical disinfection by-product exposure at the same time,” she says.

CALIFORNIA WILDFIRES ...

DRINKING WATER QUALITY IMPACTS FROM NORTH COMPLEX FIRE FOUND TO BE MINIMAL

“Widespread testing of surface waters throughout the burn scar left by last summer’s massive North Complex Fire in Butte and Plumas counties has revealed contaminant levels are elevated, but lower than anticipated. The good news is they are not impacting drinking water treatment facilities or the quality of drinking water they deliver to their customers. The contaminants include E.Coli, aluminum, iron, manganese and other metals, most of which are naturally occurring and often found in runoff sediments. Further water sampling and analysis is required to determine whether the elevated levels stem from the series of wildfires, which covered nearly 320,000 acres at multiple sites. The fires began Aug. 17, 2020 from multiple lightning strikes and were not 100 percent contained until December 3. ...

[Click here to continue reading this press release from the State Water Board.](#)

“Given the fire’s devastating impacts, we anticipated elevated contaminant levels, but the good news is these are in fact lower than we might have expected,” said Clint Snyder, Assistant Executive Officer of the Central Valley Water Board. “While most people are aware of the health risks of drinking and cooking with untreated surface water, we are reiterating the message to only use trusted sources of drinking water at any time.”

In November and December 2020, a multi-agency working group comprised of the Central Valley Regional Water Quality Control Board, California Department of Water Resources, and the California Department of Fish and Wildlife conducted targeted monitoring of rivers, lakes and other surface waters in the North Complex burn area and downstream.

The first test samples were taken within hours of a moderate rainfall, when stormwater would generally be expected to wash ash and sediment blanketing hilly terrain into nearby waterways. The second sampling was two days after a weak rainstorm. While major wildfires often lead to subsequent water quality challenges in lakes, streams and other waterways, Snyder says the lower-than-expected levels of contaminants could be linked to the relatively dry winter to date. The working group will continue to test and report results in the weeks ahead and will alert the public if results show water quality may be further impacted.”

Source: editorial by unnamed author on the Maven’s Notebook: CA Water, verbatim website

State Water Board Press Release

January 29, 2021

H.B.M.W.D. JAN 22 2020



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**Core Values**

- People
- Service
- Integrity
- Innovation

January 13, 2021

Humboldt Bay Municipal Water District (H002)  
P.O. Box 95  
Eureka, CA 95502-0095

**General Manager:**

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Humboldt Bay Municipal Water District (H002) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2021.

Sincerely,

E.G. "Jerry" Gladbach  
President

Enclosure: President's Special Recognition Award(s)

# President's Special Recognition Award

The President of the  
**ACWA JPIA**  
hereby gives Special Recognition to

## Humboldt Bay Municipal Water District

for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"  
in the Liability Program for the period 10/01/2016 - 09/30/2019  
announced at the Board of Directors' Meeting in a Virtual Meeting.



December 15, 2020

*E. G. "Jerry" Gladbach*

E. G. "Jerry" Gladbach, President



# President's Special Recognition Award

The President of the  
**ACWA JPIA**  
hereby gives Special Recognition to

## Humboldt Bay Municipal Water District

for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"  
in the Property Program for the period 04/01/2016 - 03/31/2019  
announced at the Board of Directors' Meeting in a Virtual Meeting.



December 15, 2020

*E. G. "Jerry" Gladbach*

E. G. "Jerry" Gladbach, President



State of California • Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION  
Division of Boating and Waterways  
One Capitol Mall, Suite 500  
Sacramento, California 95814  
Telephone: (916) 327-1779 / Fax: (916) 327-1770

Gavin Newsom, Governor  
Armando Quintero, Director

29 JAN 2021

Humboldt Bay Municipal Water District  
Mr. John Friedenbach, General Manager, and  
Ms. Sherrie Sobol, Program & Regulatory Analyst  
PO Box 95  
Eureka, CA 95502

Subject: Notice of Executed Agreement for 2019/20 Quagga and Zebra Mussel Infestation Prevention Grant Program

Agreement No.: C19Q0805  
Fiscal Year: 2019/20  
Term: October 19, 2020 through October 18, 2022  
Amount: up to \$24,000.00

Dear Mr. Friedenbach and Ms. Sobol,

Enclosed is the fully executed grant agreement between the California Department of Parks and Recreation Division of Boating and Waterways (DBW), and the Humboldt Bay Municipal Water District which sets forth the terms and conditions for the grant Project: "Boulders and Supplies to Strengthen and Implement the Prevention Plan." Work associated with this agreement is reimbursable as of the term start date.

Reports: Please submit the quarterly progress reports and deliverables that occurred during the quarterly reporting period by the appropriate due date electronically to Michael Rodriguez at Michael.Rodriguez@parks.ca.gov (Stephanie Pardell is temporarily reassigned to the Governor's Contact Tracing Unit). Please refer to the Table of Deliverables, Sections D and E, for all reporting due dates.

Reimbursements: Reimbursement payments will be issued only to the agency name and address as stated in the resolution or the agency letter of approval. Please submit completed claim forms electronically to me at: Joan.Fine@parks.ca.gov. When submitting reimbursement claim forms, please use the Grant Expenditure Tracking Spreadsheet (GETS) to keep track of the remaining funds for each line item.

Reimbursement claim forms and progress report templates are provided on the DBW webpage at: [http://www.dbw.ca.gov/?page\\_id=29256](http://www.dbw.ca.gov/?page_id=29256).

As part of the terms of the agreement for an implementation project, a sign with the DBW logo and specified language, will be posted. In addition, please refer to Exhibit A, Section A(5)(a) for the early-detection mussel monitoring requirements specific to your reservoir, as

Mr. Friedenbach, Ms. Sobol  
Page 2 of 2

determined by the California Department of Fish and Wildlife (CDFW). Please consult the grant agreement for details regarding this requirement.

If you have any questions about reporting, please contact Michael Rodriguez at (916) 327-1916, or Michael.Rodriguez@parks.ca.gov. If you have any questions about reimbursements, please contact me at (916) 327-1851, or Joan.Fine@parks.ca.gov.

Sincerely,

*Joan Fine*

Joan Fine  
Associate Park and Recreation Specialist  
Quagga and Zebra Mussel Infestation Prevention Grant Program

Enclosures: Executed grant agreement, GETS

cc: Edward Hard, Chief, Aquatic Invasive Species Branch, DBW  
Cara Roderick, Senior Environmental Specialist (Supervisory), DBW  
Michael Rodriguez, Fish and Wildlife Scientific Aid, DBW  
Elizabeth Brusati, Elizabeth.Brusati@wildlife.ca.gov, Invasive Species Program, CDFW  
L. Breck McAlexander, Louis.McAlexander@wildlife.ca.gov, Region 1 (Northern), CDFW



IN REPLY REFER TO:  
N44 (2301)

## United States Department of the Interior

NATIONAL PARK SERVICE  
1849 C Street, NW  
Washington, DC 20240

JAN 21 2021

Mr. John Friedenbach  
General Manager, Humboldt Bay Municipal Water District  
PO Box 95  
Eureka, CA, 95502-0095  
[friedenbach@hbmwd.com](mailto:friedenbach@hbmwd.com)

Dear Mr. Friedenbach:

I am pleased to inform you of the designation of Lanphere and Ma-le'l Dunes, located in Humboldt County, California, as a National Natural Landmark (NNL) site. NNL designations are made to recognize and support the voluntary conservation of public and private sites that contain outstanding biological and geological features. Designation of Lanphere and Ma-le'l Dunes as an NNL recognizes it as part of a network of significant areas telling the story of America's natural heritage through illustration of outstanding and diverse natural features.

Lanphere and Ma-le'l Dunes is a remarkably undisturbed yet easily accessible site with an outstanding variety of dune habitats and associated wetlands. These habitats contain virtually all the species of vascular plants typical of dune systems in northern California and southern Oregon. This 834-acre site is home to several rare species, including one of the best remaining populations of the endangered Menzies wallflower (*Erysimum menziesii*) and beach tidy-tips (*Layia carnosa*). Managed by the Bureau of Land Management and U.S. Fish and Wildlife Service, this scenic landmark offers the public an inspiring view of a natural coastal ecosystem that was once common and affords a special opportunity to study the natural relationships among dune organisms and physical processes.

The NNL Program was established in 1962 under the authority of the Historic Sites Act of 1935 (54 U.S. Code Chapter 3201). The National Park Service (NPS) manages this program under regulations found at 36 CFR Part 62, which require written notification of new NNL designations. Designation as an NNL is not a land withdrawal, does not change ownership of an area, and does not dictate activity. Owners of NNLs do not relinquish any rights or privileges of ownership, nor do they give up use of the area. The NPS partners with NNL managers and owners to encourage and support conservation of these nationally significant sites.

The National Registry of Natural Landmarks now includes 602 sites nationwide. Cresting over the 600-site mark represents an exciting milestone for the NNL Program and an opportunity for

all to celebrate the breadth and diversity of America's natural features. Thank you for your interest in the National Park Service and its implementation of the NNL Program.

If you have any questions regarding the program or this newly designated site, please contact Ms. Heather Eggleston, NNL Program Manager, at (303) 969-2945 or [heather\\_eggleston@nps.gov](mailto:heather_eggleston@nps.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Sauvajot', written in a cursive style.

Ray Sauvajot  
Associate Director, Natural Resource Stewardship & Science

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

To: Board of Directors  
 From: John Friedenbach  
 Date: February 3, 2021  
 Subject: Water Resource Planning (WRP) – Status Report

.....

The purpose of this memo is to summarize recent activities and introduce next steps for discussion.

**1) Top-Tier Water Use Options****a) Local Sales**

i) Nordic Aquafarms – staff met with Nordic representatives on Jan. 22<sup>nd</sup>. They are moving forward with permitting. May have public CEQA process during first quarter of 2021. We talked briefly about water quality. The majority of the discussion centered around the domestic water supply needs for their facility. It became evident that a follow up meeting with the Harbor District was warranted. Nordic, the District, and the Harbor District to meet on Feb. 3<sup>rd</sup> to discuss the domestic and industrial water infrastructure at the former LP site. Staff will be scheduling additional meetings with the Harbor District to understand their internal distribution grid for both water systems. Need to schedule HBMWD Local Sales committee meeting during first quarter 2021 to begin discussions regarding water rates.

8.1 a i  
1 page

ii) Trinidad Rancheria has executed the MOU and provided their initial deposit to HBMWD. Staff will begin the initial discussions regarding the feasibility analysis.

No attachment

iii) The next steps with MCSD will be to negotiate an MOU for their participation in the feasibility study. One issue to address is the fact that HBMWD and MCSD share the same law firm (The Mitchell Law Firm) as our District counsel. Therefore, our board will need to authorize a waiver of conflict for use of the Mitchell Law Firm to prepare an MOU between HBMWD and MCSD. **See attached Disclosure of Conflict of Interest; Request for Mutual Waiver document attached for your consideration and possible approval.**

8.1 a iii  
7 pages

iv) Westhaven CSD. See memo at page 8.1 a iv.

8.1 a iv 5 pages

v) At their January 26<sup>th</sup>, the Trinidad City Council voted to not participate in the feasibility study regarding the possible mainline extension. The Trinidad City Council has informed staff that they will re-consider their participation in the feasibility study at their February 9<sup>th</sup> City Council meeting. Staff will attend and report out from that meeting.

8.1 a v  
4 pages

**b) Transport**

Staff initiated a virtual meeting with Joe Yun the Executive Officer of the California Water Commission at DWR to introduce our Transport option. We discussed the state's Water Storage Investment Program and how our Transport option might fit. One of the requirements is ecological benefit to the Delta which may be a challenge for us. Staff will conduct additional research into the requirement for projects.

**c) Instream Flow Dedication**

Team is moving forward with edits to District's Habitat Conservation Plan (HCP).

# Nordic Aquafarms Project Updates

Via Zoom Town Hall Meeting

Thursday, February 11, 2021

6 p.m. to 8 p.m.

Nordic Aquafarms has submitted permit applications and related studies to the Water Quality Control Board, California Coastal Commission and Humboldt County Planning Department for their planned aquaculture facility on the Samoa Peninsula.

Please attend this town hall meeting to

- ▶ Learn more about Nordic Aquafarms permitting process
- ▶ Hear application and study highlights
- ▶ Receive an overview of Nordic's planned approach to construction and general project updates
- ▶ Ask questions of Nordic representatives

**WHERE:** Zoom meeting

**WHEN:** Thursday, Feb. 11<sup>th</sup>, 6-8 PM

To sign up for the meeting and get log-in information, please contact: [lynette.mullen@gmail.com](mailto:lynette.mullen@gmail.com)



*Visual simulation of the proposed site*

To prohibit the sharing of offensive content, this open Zoom meeting will restrict audio and video features for guests. We apologize for any inconvenience.





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R.C. DEDEKAM (1929 - 2011)  
\* Of Counsel  
\*\*Provisionally Licensed

February 3, 2021

Via E-Mail Only

Board of Directors  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville CA 95519

Board of Directors  
Humboldt Bay Municipal Water District  
828 Seventh Street  
Eureka, CA 95501

**Re: Disclosure of Conflict of Interest; Request for Mutual Waiver  
McKinleyville CSD – Humboldt Bay Municipal Water District**

Dear President Mayo, President Woo, and Directors:

This letter requests the consent of the McKinleyville Community Services District (“MCSD”) and the Humboldt Bay Municipal Water District (“HBWMD”) to The Mitchell Law Firm, LLP’s (“Law Firm”), exclusive representation of HBWMD in connection with providing legal advice and counsel regarding the contemplated Memorandum of Understanding to study the feasibility of a water mainline extension to serve MCSD and any definitive agreements arising therefrom for the construction, operation, and use of the same, as more particular described below.

///



### Existing Relationships

Both MCSD and HBWMD are existing clients and valued of the Law Firm. Law Firm, principally through attorney Russell Gans, serves as District Counsel for MCSD, providing advice and counsel on a wide variety of subjects. Law Firm, principally through attorney Ryan Plotz, serves as District Counsel for HBWMD, providing advice and counsel on a wide variety of subjects. Mr. Plotz has been providing advice and counsel to HBWMD regarding the proposed water mainline extension to the Trinidad Rancheria, including the existing Memorandum of Understanding between the Rancheria and HBWMD.

### Proposed Water Mainline Extension

The HBWMD Board of Directors has been in preliminary discussion with the Trinidad Rancheria about the feasibility of extending water service to the Rancheria's land by way of a water mainline extension through the 101 corridor. The District entered into a Memorandum of Understanding with the Tribe to study the feasibility. Mr. Plotz provided advice and counsel to HBWMD through this process and will continue to do so.

HBWMD General Manager, John Friedenbach, formally requested whether MCSD would be similarly interested in entering a Memorandum of Understanding with HBWMD to study the feasibility of HBWMD providing wholesale water service to MCSD as part of the overall mainline extension project. The MCSD Board voted to direct staff to engaged with HBWMD staff to prepare a Memorandum of Understanding for the respective Boards' consideration and possible approval.

Based on the results of the feasibility study, it is contemplated that HBWMD and MCSD may desire to further engage with each other for the purpose of negotiating a definitive agreement for the construction of infrastructure and the provision of water to MCSD.

By way of this letter, Law Firm is requesting the mutual consent of the respective Boards to Law Firm's exclusive representation of HBWMD in regards to (i) advice and counsel to HBWMD regarding the contemplated Memorandum of Understanding to study the feasibility of the mainline extension to MCSD, including the negotiation and drafting thereof, and (ii) advice and counsel to HBWMD regarding the results of the feasibility study and any definitive agreement with MCSD that may be desirable, including agreements for the construction of infrastructure and provision of water service to MCSD.

February 3, 2021

Page: 3

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If approved, Law Firm will assist MCSD in selecting alternative counsel for issues concerning the contemplated mainline extension and continue to serve as District Counsel on unrelated matters. If disapproved by either entity, Law Firm will declare a conflict and assist both clients obtain alternative counsel.

#### Potential Conflicts of Interest

Our Law Firm's representation of HBMWD regarding the contemplated mainline extension creates a conflict of interest relating to our representation of MCSD because the interests of HBMWD and MCSD are not identical and may, in certain aspects, conflict with one another. Our exclusive representation of HBMWD in this matter requires that we represent HBMWD's interests vigorously, even if HBMWD's interests do not align with MCSD's interests. Providing your mutual consent to this letter authorizes Law Firm to directly engage with MCSD's alternate counsel and provide advice and counsel to HBMWD regarding all aspects of the contemplated transaction, including the advisability of the same, risk allocation and reduction, cost allocation and other matters.

Providing your mutual consent does not, however, obviate our obligation to maintain client confidences or otherwise permit us to disclose any confidential information obtained from MCSD to HBMWD. At this time, we believe that we can exclusively represent HBMWD as to the contemplated mainline extension and still maintain our duty of loyalty and confidentiality to MCSD in all unrelated matters in which we represent MCSD. We do not believe we have obtained any confidential information from MCSD which is material to our representation of HBMWD. Further, we do not believe we have obtained any confidential information from HBMWD that is material to our representation of MCSD.

Nevertheless, if additional facts come to our attention which lead us to believe that: (i) we could not maintain our duty of loyalty and confidentiality to MCSD or HBMWD, (ii) the issue in dispute is substantially related to the same issue in an unrelated matter in which we represent the MCSD; or (iii) we have obtained confidential information from HBMWD, which is material to our representation of MCSD in unrelated matters, we would require further written consent from HBMWD and MCSD before we could continue to represent HBMWD in matters concerning the contemplated mainline extension.

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where:

(1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or

(2) the lawyer knows or reasonably should know that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

February 3, 2021  
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(e) For purposes of this rule, “matter” includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

In accord with the foregoing, written consent to the exclusive representation of HBMWD in matters concerning the mainline extension and concurrent representation of HBMWD and MCSD in unrelated matters is hereby requested.

#### Consent

As attorneys where we have a relationship with multiple parties a conflict of interest must be disclosed and informed written consent obtained from both parties. Accordingly, we are seeking the informed written consent of the respective Boards of HBMWD and MCSD before exclusively representing HBMWD in matters concerning the mainline extension.

#### Request

If, after considering the foregoing, your respective Board is willing to consent, please sign and return to us the enclosed copy of this letter (i) acknowledging that we have informed you of our existing relationship with MCSD and HBMWD; (ii) acknowledging that the HBMWD and MCSD have been advised of the conflict of interest associated with our exclusively representing HBMWD in matters concerning the mainline extension while continuing to represent MCSD in wholly unrelated matters; and (iii) indicating that you consent to our representation as described in this letter.

If either MCSD or HBMWD is not willing to consent, we will declare a conflict and assist both HBMWD and MCSD in locating alternate counsel for issues related to any direct agreements between your two entities concerning the contemplated mainline extension.

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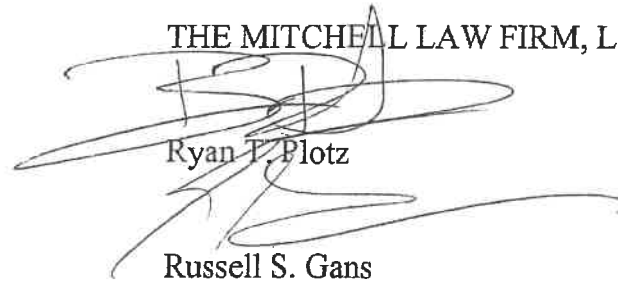
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If you have any questions regarding this letter, please call us before signing and returning the enclosed copy of this letter.

Very truly yours,

THE MITCHELL LAW FIRM, LLP



Ryan T. Plotz

Russell S. Gans

CC: John Friedenbach  
Pat Kaspari

**CONSENT**

The Mitchell Law Firm, LLP ("Firm") has explained the conflict of interest related to Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension, while concurrently representing MCSD on unrelated matters. On behalf of our respective entity, we acknowledge the disclosure of the Firm's past and continuing representation of both HBMWD and MCSD in unrelated matters, the conflict that will arise if Firm exclusively represents HBMWD in matters concerning the mainline extension, and the consequences of such conflicts. The undersigned, as authorized representation, nevertheless provides informed written consent to the Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension and its continuing representation of HBMWD and MCSD in unrelated matters.

**MCKINLEYVILLE COMMUNITY  
SERVICES DISTRICT**

By: \_\_\_\_\_  
Name: Dennis Mayo  
Title: President of the Board of Directors

Date: \_\_\_\_\_

**HUMBOLDT BAY MUNICIPAL WATER  
DISTRICT**

By: \_\_\_\_\_  
Name: Sheri Woo  
Title: President of the Board of Directors

Date: \_\_\_\_\_

**Humboldt Bay Municipal Water District**

To: Board of Directors

From: John Friedenbach

Date: February 2, 2021

Re: **Local Sales: Westhaven CSD Letter**

**Discussion**

The Westhaven Community Services District (WCSD) sent two letters to our District concerning participation in the feasibility study of a waterline extension from McKinleyville CSD to the Trinidad Rancheria. The letters are dated December 1, 2020 and January 25, 2021. Copies are attached for reference. In both letters, WCSD stated that they are not interested in participating in the feasibility study. However, both letters contain reservation or contingency statements that staff believes should be addressed by our Board.

In the fourth paragraph of the December letter, it states in part:

“If, for example, HBMWD were to request that its mainline extension rely, in part, on the existing infrastructure of WCSD, or that the physical location of the proposed line extension were to pass through our District boundaries and impact our existing infrastructure, then we would very obviously be an “interested party” that must be consulted. If it were possible for additional fire suppression water to become available from a mainline extension, without charge to WCSD for construction of the extension itself, then WCSD would certainly be interested in that possibility.”

This paragraph contains some assertions and conditions that staff believes should be addressed via a response letter to WCSD. Specifically, the statements that WCSD “must be consulted” and “fire suppression water to become available from a mainline extension, without charge to WCSD” warrant responses by HBMWD.

In their January 25<sup>th</sup> correspondence paragraph number 2 states:

“Our District’s compliance order requires us to consider “consolidation” with some other water district if we are unsuccessful in our efforts to meet DBP regulatory standards via our ongoing efforts. In this event, we would be very definitely interested in exploring opportunities to purchase water via HBMWD. But if our efforts prove successful, as we hope, we would have no clear interest or need to augment or replace our water supply via HBMWD.”

In their final paragraph, they state:

“To summarize, WCSD has no current interest in water from HBMWD, but it is not impossible that we might have interest in the future if our current efforts prove unsuccessful or do not provide a cost-effective resolution of our DBP issue.”

Both of these statements attempt to reserve participation in access to the current mainline extension feasibility project should it become an actuality. However, as we all know, should it be determined that the mainline extension to the Trinidad Rancheria were feasible and ultimately constructed, it would be done at a size and capacity to supply the projected demand of the end users. Assuming that WCSD does

not participate in the feasibility study and thereby eliminating their potential water demands in the project, a mainline extension would not be sized to have the capacity to add WCSD in the future.

**Staff Recommendation**

Staff recommends that the Board consider authorizing staff to draft a response to WCSD clarifying that since they have decided to not participate in the feasibility study, they are eliminating the possibility of a mainline extension pipeline size to include capacity to add WCSD in the future. Further, should WCSD be interested in access to a possible mainline extension, there will be a cost to access that line for fire flow or any purpose. Staff would welcome working with the Board's Local Sales committee on the content of the response letter, if you so choose.



# WESTHAVEN COMMUNITY SERVICES DISTRICT

P.O. Box 2015 (446 B 6<sup>th</sup> Ave. Westhaven) Trinidad CA 95570 (707) 677-0798 wcsd@suddenlinkmail.com



## MEMORANDUM

To: Humboldt Bay Municipal Water District

From: Paul Rosenblatt, General Manager, Westhaven Community Services District

Subject: WCSD involvement in Trinidad Rancheria's request for water from HBMWD

Date: 01 December 2020

At the 12 November 2020 meeting of the Humboldt Bay Municipal Water District (HBMWD), during discussion of the Trinidad Rancheria's (TR) request for an out of service-area water line extension to the TR's lands near Trinidad, HBMWD Board members repeatedly referred to an apparent interest of the Westhaven Community Services District (WCSD) to connect to the requested water line extension. This topic was discussed at the 18 November 2020 meeting of the Board of Directors of the WCSD. This memorandum is written at the request of the WCSD Board.

WCSD provides water to approximately 250 residential households within its Westhaven District. WCSD is currently engaged in a planning grant designed to secure additional groundwater supply (test wells to be drilled at three favorable locations) and a Technical Assistance Grant designed to determine a cost-effective treatment system for the WCSD's combined groundwater (wells) /surface water (Two Creek) supplies. Together, we hope that these efforts will expand our supply of water, while ensuring that state and federal disinfection byproduct standards are met, and will allow us to add additional high priority District resident's to our system who are not currently served (e.g., those existing homes with contaminated wells or those with insufficient supply).

When the WCSD was first formed in 1989, we explored the feasibility of hooking up to HBMWD. Our consulting engineer estimated the probable cost of bringing a line north from Dow's Prairie to Westhaven. The cost was so high that the Board dismissed the idea long ago and has not seriously reconsidered this option since. WCSD receives revenue solely from its water sales, our customers are from an economically disadvantaged community, and our current water charges to customers are high. We are not in a financial position to fund a mainline extension.

Although the WCSD has therefore not requested connection to the new line sought by the Trinidad Rancheria, I correctly expressed WCSD's interest in being fully consulted and briefed on the Rancheria's request as the HBMWD moves forward with its consideration. If, for example, HBMWD were to request that its mainline extension rely, in part, on the existing infrastructure of WCSD, or that the physical location of the proposed line extension were to pass through our District boundaries and impact our existing infrastructure, then we would very obviously be an "interested party" that must be consulted. If it were possible for additional fire suppression water to become available from a mainline extension, without charge to WCSD for construction of the extension itself, then WCSD would certainly be interested in that possibility.

To summarize, the WCSD expresses a desire to be kept abreast of HBMWD's response to the request of the Trinidad Rancheria for a mainline extension from HBMWD (via the McKinleyville Community Services District). But

the WCD has no desire to augment or replace its water supply via a connection to the mainline extension requested by the Trinidad Rancheria. The WCD takes no position on whether or not it is appropriate for the HBMWD to develop an out of service-area mainline extension to provide water to the TR's lands near Trinidad.

 Paul Rosenblatt

General Manager

Westhaven Community Services District

cc: Humboldt LAFCo; Humboldt County Board of Supervisors; CA Coastal Commission

# WESTHAVEN COMMUNITY SERVICES DISTRICT

P.O. Box 2015 (446 B 6<sup>th</sup> Ave. Westhaven) Trinidad CA 95570 (707) 677-0798 wcsd@suddenlinkmail.com



January 25<sup>th</sup>, 2021  
Humboldt Bay Municipal Water District

Dear General Manager Friedenbach -

The Board of the Westhaven Community Services District (WCSD) met on January 20, 2021 and discussed your letter to WCSD of December 04, 2021. Based on these discussions, Board members have asked to me to provide you with a clarification of the memorandum that we previously submitted to the HBMWD on December 01, 2020, prior to having received your letter of December 04.

1. WCSD is currently under a compliance order from the SWRCB, Division of Drinking Water, which requires us to become compliant with disinfection byproduct (DBP) regulatory standards as soon as possible. Toward that end, our District has been actively exploring the two most promising methods to meet these DBP standards: (a) securing additional groundwater (to reduce levels of pre-cursors in our water supply), and (b) developing improved treatment methods. We hope that we are successful in these efforts and that in the very near future (1-2 years) we will have improved treatment and enhanced supply that will reliably meet DBP standards.

2. Our District's compliance order requires us to consider "consolidation" with some other water district if we are unsuccessful in our efforts to meet DBP regulatory standards via our ongoing efforts. In this event, we would be very definitely interested in exploring opportunities to purchase water via HBMWD. But if our efforts prove successful, as we hope, we would have no clear interest or need to augment or replace our water supply via HBMWD.

3. Board members noted that your letter of December 04, 2020, implied that there would be a cost to WCSD if we were to participate in a feasibility study, but provided no indication of what that cost might be.

To summarize, WCSD has no current interest in water from HBMWD, but it is not impossible that we might have interest in the future if our current efforts prove unsuccessful or do not provide a cost-effective resolution of our DBP issues.

Sincerely,

Paul Rosenblatt  
General Manager, WCSD

cc: Humboldt LAFCo; Humboldt County Board of Supervisors; CA Coastal Commission, Trinidad City Council

# Voicing development fears, Trinidad council votes against water study

More than 100 submit comments on issue



The Trinidad city council denied the Humboldt Bay Municipal Water District's request to participate in a feasibility study to extend water service from McKinleyville to the Cher-Ae Heights Indian Community of the Trinidad Rancheria. The extension of water service would enable the Trinidad Rancheria to supplement water for various projects, namely the Hyatt Hotel. (Contributed)

By [ISABELLA VANDERHEIDEN](#) | [ivanderheiden@times-standard.com](mailto:ivanderheiden@times-standard.com) |

PUBLISHED: January 28, 2021 at 12:53 p.m. | UPDATED: January 28, 2021 at 12:54 p.m.

Citing risks of "overdevelopment," the Trinidad City Council voted this week to deny the Humboldt Bay Municipal Water District's request to participate in a feasibility study on extending water service from McKinleyville up to the Trinidad Rancheria.

Tuesday's vote was 3-2, with councilmembers Richard Clompus and Dave Grover dissenting.

The water district approved a memorandum of understanding with the Cher-Ae Heights Indian Community of the Trinidad Rancheria during its Jan. 14 meeting initiating the feasibility study. The tribe made the request for water service from the district in November 2020 after the California Coastal Commission deemed the tribe's water supply inadequate for the proposed multi-story Hyatt hotel at the Cher-Ae Heights Casino.

After receiving "more than 100 forms of communication on the subject," Trinidad Mayor Steve Ladwig began the discussion by explaining the agenda item before the council.

TIMES-STANDARD January 28, 2021

"This is in direct response to some of the letters and comments that we received," Ladwig said. "Our agenda item this evening is to discuss Trinidad's involvement in a feasibility study, to bring water north of Little River into Trinidad/Westhaven area. At this point, we are not in any position to discuss anything beyond that."

Ladwig acknowledged that entering into a feasibility study with the water district is a potential move in the direction that many residents are opposed to, but reiterated that the agenda item before council is whether or not the city should participate in a feasibility study.

"(The water district has) been approached to investigate the feasibility of constructing or installing a water transmission line from the north end of the McKinleyville service area, up to and past Westhaven to the Trinidad Rancheria," said Humboldt Bay Municipal Water District general manager John Friedenbach. "It makes sense when you're installing infrastructure like this to ask any parties, agencies, municipalities that might be interested in having access to that infrastructure and if you'd want to participate in the feasibility analysis."

Participation in the feasibility study does not obligate the city to participate in the project and does not guarantee a water line will be constructed, Friedenbach said. "The city of Trinidad has conducted and commissioned several feasibility studies over the last four or five decades and no waterline came out of any of (them)."

Friedenbach noted that the McKinleyville Community Services District agreed to participate in the feasibility study, but the Westhaven Community Services District opted out for the time being.

"(Westhaven) wanted to reserve the right to connect at a future time," Friedenbach said. "That's problematic because when you size a water line extension you look at the demand of the ultimate users to size the pipe accordingly. If Westhaven doesn't participate initially or the city of Trinidad does not participate initially that basically prevents you or Westhaven from connecting at a future date because the pipe will be sized too small to allow additional capacity. That's the long-range decision that your council needs to consider in guaranteeing water supply for your current residents of the city of Trinidad."

"One of our discussion points has been as a resiliency and a backup to our water supply," Ladwig said. "(Luffenholtz) Creek so far has been adequate in supplying the town and the whole service area without fail. ... Is there a possibility for the city to only draw upon the water when needed?"

Friedenbach said the water district does not "currently have a mechanism in its rate structure to do that" but said he would be willing to look into it.

"In general from a technical perspective, it seems like it makes sense to gather more information to have the options," said Trinidad city engineer Steve Allen. "That's not to say that from a technical perspective this is the option we want to pursue, we're trying to pursue all supply options and to have information to know what options are on the table."

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During public comment, former Trinidad Mayor Dwight Miller urged the council to consider moving forward with the feasibility study because of the threat of climate change.

"We don't know what climate change is going to give us," Miller said. "In terms of whether we want to hook up or not to do the feasibility, I strongly urge you to do that and emphasize in the second paragraph of the staff report that the city has control over the future development rezoning. So don't worry about our controlled development, we can do it. I highly recommend that you pursue this because we need to plan for the future."

The second paragraph of the staff report referenced by Miller called the concern of rampant development in Trinidad unrealistic. "The city is only a square mile and has very few undeveloped parcels. On top of that, a city has control over its own development and can limit future development through zoning and planning."

Fifth District Humboldt County Supervisor Steve Madrone spoke against pursuing the feasibility study and said the community should be concerned about water resiliency but said the city can address that issue "without bringing a pipeline from the Mad River that would create growth inducement."

"Rather than spending the money on this feasibility analysis, I really wish the city would spend its money on analyzing the gravity flow spring system that I've laid out for the city many, many times. That actually could be a way of intertwining with Westhaven as well," Madrone said. "There are tons of recommendations of things you could be doing to increase your resiliency, fire protection, water quality, all of that. You don't need to bring a line from Mad River to do that."

J. Bryce Kenny, an attorney who has represented multiple parties that filed lawsuits over the state Coastal Commission's 2019 decision to grant the Trinidad Rancheria full ownership over land surrounding the city's harbor, said he did not want to see the Trinidad change because of "overdevelopment."

"You just cannot get around it, if the water pipe gets there, no matter how big it is, eventually it's going to get bigger and bigger. Then you have the pressure on the sewer system to handle all this and it's a slippery slope," Kenny said. "The city should not start down that road. Even though the cost is minimal, you're in for a dime, you're in for \$1. There are easier, less expensive things the city can do right now, like link up with Westhaven water so we can rely on each other in case of emergency."

Several community members echoed Kenny and Madrone's sentiments and expressed fears of increased development in the city.

Councilmember Clompus said the city could face a catastrophe if a fire were to ravage the city and spoke in favor of pursuing the feasibility study.

"If we were to have a fire in town then we have pretty much a full-blown catastrophe, we could empty the tanks after just a couple hours," Clompus said. "Going through

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this process of being able to support a feasibility study just simply makes sense. It's gathering data."

Councilmember Tom Davies called for "more localized ways to deal with (the city's) water supply."

"I find it very difficult to believe that putting a water line up from McKinleyville as far north as Trinidad will only be a single-use water line to the city of Trinidad, it just doesn't seem reasonable, it doesn't seem feasible that that would actually be the case," said Davies. "I know I make decisions for people that live in the city of Trinidad but I also need to be a steward of the areas that are outlying and I have yet to see a really solid argument that says that this will not be a growth-inducing type amendment."

*Isabella Vanderheiden can be reached at 707-441-0504.*

1. Proposition 1 Water Storage Investment Program

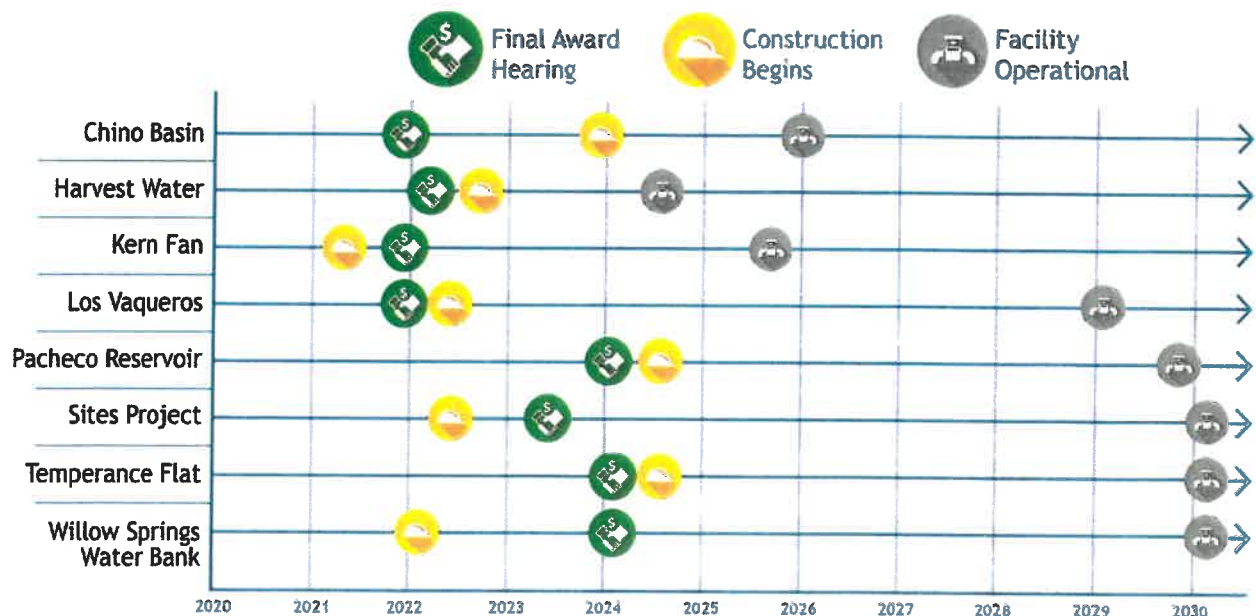
# Proposition 1 Water Storage Investment Program: Funding the Public Benefits of Water Storage Projects

Proposition 1 of 2014 dedicated \$2.7 billion for investments in water storage projects. The California Water Commission is administering the Water Storage Investment Program (WSIP) to fund the public benefits associated with these projects.

In July 2018, the Commission made maximum conditional eligibility determinations (MCEDs), which is the amount of Proposition 1 funding available to a given project, for eight projects that collectively would boost California’s water storage capacity by 4.3 million acre-feet. The projects range from expanding existing reservoirs to boosting groundwater storage to building 21st century surface storage facilities. Since July 2018, one project withdrew from the WSIP and the Commission adjusted the remaining projects' MCEDs.

Through a rigorous selection process, the Commission chose the eight projects based on the public benefits their projects will provide, such as flood control, ecosystem improvement, water quality improvement, emergency response and recreation. Applicants must now complete the remaining Proposition 1 requirements, including final permits, environmental documents, contracts for the administration of public benefits, and commitments for non-Proposition 1 funding.

Throughout this process, the Commission will continue to meet with the applicants, state agencies and stakeholders to review the status of each project. Once an applicant has obtained all the necessary permits, documents and contracts, the Commission will hold a final award hearing.





## The INDEPENDENT

January 28, 2021

REGIONAL —There is an adage in California that goes, “Whiskey is for drinking and water is for fighting over.”

But instead of fighting, the California Water Commission (CWC) is looking for opportunities to hear from local agencies on water infrastructure projects.

The CWC recently wrapped up a series of public workshops intended to determine the opportunity for a state role in financing water conveyance projects that meet the challenges of a changing climate. A water conveyance project is one that moves water, either through natural waterways like creeks, rivers and streams, or through man-made structures, such as pipes, ditches or canals.

“The workshops are an acknowledgement that conveyance is an important part of our water system,” said Laura Jensen, CWC assistant executive officer. “There’s a need to think about what a state investment might look like to both improve what we have now, or repair what we have now to be more resilient to the changes that are happening now, and we expect to continue in a changing climate. We’re trying to get a feel for what the priorities are in each region, but we’re not looking to create a comprehensive list of projects.”

Each of the four workshops focused on a different geographic region of the state. The Jan. 12 session concentrated on Northern California and was hosted by the Northern California Water Association (NCWA).

“Water suppliers in Northern California serve water for multiple benefits, including cities and rural communities, farms, fish, birds, wildlife and recreation,” said David J. Guy, NCWA president. “The conveyance of water is important for climate and water resilience in this region. We encourage active participation in this workshop to explore how conveyance projects can best serve these various beneficial purposes into the future.”

During discussions of California water conveyance projects, the Delta Conveyance Project (DCP) was the elephant in the room. Expected to cost \$22 billion and take 15 years to build, the DCP is the latest iteration of plans to draw water from the northern reaches of the Sacramento-San Joaquin River Delta. The water would then be conveyed into the Central Valley and Southern California as far as San Diego through the existing network of State Water Project canals. Under Gov. Jerry Brown, the project was referred to as WaterFix and consisted of a pair of 35-mile-long tunnels buried 150 feet underground through the heart of the Delta. Gov. Gavin Newsom scaled the project down to a single tunnel with the introduction of the Water Resilience Portfolio, and WaterFix became the DCP.

Despite the significance of the DCP, it was not a workshop topic. The California Department of Water Resources is the state's lead agency on the tunnel project and is managing the public process for that initiative. As such, DCP falls outside of CWC's purview.

Workshop participant Carol Mahoney, Zone 7 manager of integrated water resources, said the DCP has wide-ranging implications for her agency. But with it off the table for discussion, she focused on other projects that would improve water delivery resiliency for the Tri-Valley. One such project is the Transfer-Bethany Pipeline – an initiative spearheaded by the Contra Costa Water District that will connect Zone 7 with the Los Vaqueros Reservoir. It will provide redundancy in the Zone 7 infrastructure that does not exist today.

“For us, we talked about the idea of effectively getting water to the Livermore Valley when it's needed,” Mahoney said. “That is our big concern, because 80% of our water does come through the Delta. That's our source. It's important to this valley to be able to move water here when it's needed. Those are the projects that are going to be most beneficial to Zone 7 outside of the Delta Conveyance Project.”

Newsom's Water Resilience Portfolio served as the impetus for the workshops. Introduced in April 2019 and finalized in July 2020, the portfolio is the Newsom administration's blueprint for equipping California to cope with more extreme droughts and floods, rising temperatures, declining fish populations, and over-reliance on groundwater, among other water-related challenges.

According to the CWC, existing conveyance structures are aging and in need of repair. Additionally, climate change will require new and improved connections designed for different purposes than the state's historic infrastructure. The commission's objective is to learn about regional conveyance needs and priorities that align with the goals of the resilience portfolio.

“The end result of this will be a white paper with recommendations that goes out to state policymakers that may be used to craft bond language that looks at bond funding for investment in water infrastructure,” Jensen said. “We are looking to make high-level suggestions about how to think about projects that come before the state – what kind of criteria do we use to evaluate them.”

Jensen expects the commission's recommendations to be available for public comment later this spring

**Humboldt Bay Municipal Water District**

To: Board of Directors

From: John Friedenbach

Date: January 22, 2021

Re: **Policy re: Participation/Response to Zoning and Other Land Use Issues Affecting the Mad River Watershed**

**Discussion**

The Board requested that the above referenced policy be reviewed and updated as necessary. The Mad River Policy ad hoc committee of the Board met on January 20<sup>th</sup> to review the Policy and corresponding Procedure. The attached revisions are proposed by the Committee for Board consideration.

**Staff Recommendation**

Staff recommends that the Board approve the suggested changes to the Participation/Response to Zoning and Other Land Use Issues Affecting the Mad River Watershed Policy and Procedure.

Effective Date: ~~December 13, 2018~~ February 11, 2021

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of 1

## Humboldt Bay Municipal Water District

### POLICY

#### Participation/Response to Zoning and Other Land Use Issues Affecting the Mad River Watershed

Cancels:

See Also: TBD

Approved By: Board of Directors

This policy applies whenever there is a zoning or other land use decision that affects the Mad River Watershed.

**1. The General Manager (GM) has ~~the certain scope of authority as set forth in this policy~~ to determine if the District should participate in zoning or other land use decisions affecting the Mad River Watershed.**

- The District has determined it should participate in zoning and other land use decision affecting the Mad River Watershed in order to protect the District's ability to fulfill its Mission and delegates to the General Manager (GM) the authority to perform this function in consultation with the board and consistent with the procedure associated with this policy.

**2. The GM will characterize the degree of risk of water supply and water quality impacts. If the GM needs assistance to characterize the degree of risk, the GM will consult with others who can assist in the determination.**

- This may include consultation with legal counsel, District Engineer, or others.

**3. The scope of the District GM's authority and responsibility includes:**

- As staff time allows, reviewing all other notification outlets (e.g. newspapers, online postings) as back-up to notification received from County Planning.
- Notifying resource agencies with permitting jurisdiction of District concerns.
- When the GM determines that a zoning or land use change could present a high intensity risk and when under time constraints, the GM should make every effort to notify the Board but may submit comments and requests for additional information to the County without notifying the Board to comply with comment deadlines, however, will keep the Board President informed.

Effective Date: ~~December 13, 2018~~ February 11, 2021  
of 1

Page 1

## Humboldt Bay Municipal Water District

### PROCEDURE

#### Participation/Response to Zoning and Other Land Use Issues Affecting the Mad River Watershed

Cancels:

See Also: TBD

Approved By: Board of Directors

The following procedure applies whenever there is a zoning or other land use decision that affects the Mad River Watershed.

- Potential impacts to water supply and water quality are characterized by degree of risk, which in turn is determined by probability and intensity. Every situation will be unique and assessing a zoning or land use change's potential impacts will necessarily be on a case-by-case basis.**
- Characterization of Risks from Zoning and Land Use Changes in the Mad River Watershed and HBMWD General Manager's Scope and Direction. Risk level determination can be made by the following chart:**

Probability	Intensity	Example	District GM Scope
low	low	Failure of storage tank and secondary containment, low volume tank located far from surface water body or well	GM discretion ranging from no action to notifying County Planning of District's review. Notification of Board unnecessary.
high	low	Drought decreases well yield, intensity mitigated by adequate surface water storage	GM discretion ranging from no action to requesting County Planning provide additional information that supports low intensity impact. Notification of Board unnecessary unless legal consultation is required.
low	high	Release of chemical compounds and failure of secondary containment, release located close to a surface water body or well	GM will notify County of District's concerns. GM will notify Board.
high	high	Drought decreases well yield, no alternative water source identified other than tributary or mainstem surface diversion	<u>GM will notify and consult with Board</u>
high	low to high	Receipt of credible evidence, or determination by GM of a substantial likelihood, that material misrepresentations or omissions appear in a land use permit application <u>or violation of a condition of approval of an existing approved project</u> which implicate District water quality objectives on the Mad River	GM will notify and consult with Board. In exigent circumstances, GM first may notify County of District's concerns.

The types of issues about which the District is likely to be concerned are defined by those that could impact the District's fulfillment of its Mission, its water rights, water quality in Mad River, and/or compliance with its 2004 Habitat Conservation Plan. Issue areas on which the District would most likely provide comments to County Planning include:

- Mad River ~~W~~water rights and water supply/availability and consumption
- Mad River ~~W~~water quality (~~surface and groundwater~~)
- Consistency with County General Plan, land use designations, and zoning ordinances
- Public safety as it relates to the District's Mission
- Special Status, Threatened, or Endangered Species, ~~especially those~~ covered in the District's HCP
- CEQA compliance

**John Friedenbach**

---

**From:** Rienstra, Jim - NRCS, Susanville, CA <jim.rienstra@usda.gov>  
**Sent:** Monday, January 25, 2021 9:47 AM  
**To:** John Friedenbach  
**Subject:** Ruth Lake - GR Appointment  
**Attachments:** GR Appointment\_Ruth Lake.pdf

Hi John,

Here is a copy for your file of the official letter appointing me as Government Representative for the project.

NRCS is working on the official agreement. We anticipate having the agreement ready for your signature late next month.

*End of February!*  
*See Agenda Item 8.6*

Jim Rienstra, PE  
Area 1 Engineer  
USDA-NRCS  
170 Russell Avenue Suite C  
Susanville, CA 96130  
Phone: (530) 250-9988 (new)  
Email: [Jim.Rienstra@usda.gov](mailto:Jim.Rienstra@usda.gov)

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Subject: Agreements – Appointment of Government  
Representative, Humboldt Bay Municipal Water District  
Agreement No.

Date: January 22, 2021

To: Jim Rienstra, Area 1 Engineer  
Susanville, CA

File Code: 120-12-11

You are hereby appointed Government Representative (GR) for the subject agreement between the Humboldt Bay Municipal Water District (Sponsor) and the Natural Resources Conservation Service (NRCS). This agreement covers the construction of project measures for an Emergency Watershed Protection (EWP) project, in Trinity County, CA. As GR you will be providing technical support to the Sponsor.

This appointment cannot be re-delegated. During your service as GR, you are, at all times, to act as a representative solely in the interests of the Natural Resources Conservation Service (NRCS) and the United States; you shall not (1) serve as a Sponsor officer, board member, or employee; or (2) act as agent or representative of the Sponsor. Your service as GR is to conform to the requirements of 18 of the United States Code, Chapter 11, and to the Standards of Ethical Conduct for Employees of the Executive Branch, Title 5 of the code of Federal Regulations, Part 2635.

It is important to recognize the Sponsor owns the project. NRCS is providing financial and technical assistance to aid the Sponsor in completion of their project. The Sponsor is solely responsible, in accordance with agreement provisions, for selecting and managing their contractors. Specifically, during your tenure as GR with the Sponsor, **you shall not:**

- Act as an agent of the Sponsor in any matter including, but not limited to, acquiring land rights or obtaining permits.
- Verbally or in writing direct a Sponsor contractor to take any action at any time. If you have questions about actions taken or decisions made by a Sponsor's contractor, notify the Sponsor in writing with a courtesy copy to the Project Manager and the Grants Management Specialist for the project. If a change to the Sponsor's contract is warranted, the Sponsor alone is responsible for formally negotiating the change and modifying their contract.
- Provide construction inspection services. Construction inspection is the responsibility of the Sponsor. *(NRCS may be providing inspection, case by case basis)*
- Accept any project work or materials from a contractor on behalf of the Sponsor.
- Vote on actions proposed by the Sponsor such as rating and ranking contractors, making decisions on contract awards, etc.
- Actively participate in Sponsor activities in your personal capacity unless you receive written clearance from me to do so.

Government Representative Letter  
NRCS Agreement No.  
Page Two

Your primary duties as GR shall consist of:

- Becoming thoroughly familiar with the terms and conditions of the project agreement and the construction design and specifications.
- Conducting a functional review of the draft drawings and specifications as described in the project agreement.
- Ensuring that all required documentation is submitted by the project sponsor prior to construction.
- Completing only those tasks that are specifically listed and described in the project agreement between NRCS and the Sponsor. All contract administration, management and construction inspection services are the responsibility of the Sponsor.
- Conducting site visits and submitting trip reports to the Program Manager and the Grants Management Specialist on a bi-weekly schedule (unless we have agreed to a different schedule). Trip reports will describe your observations of the progress of construction. If you observe questionable practices during a site visit, note them in your report and give timely notification to the Sponsor. It is the responsibility of the Sponsor to contact the contractor, resolve the issue, and report back to you.
- Sponsors who are out of compliance with agreement provisions will be formally contacted by the appropriate NRCS office to resolve the issue.
- As requested by the NRCS Grants Management Specialist, review submitted requests for reimbursement from the Sponsor and provide concurrence as to the completion of work as documented.
- Upon notification and certification by the Sponsor that the project is complete in accordance with the plans and specifications, verify completion with a site visit.
- Ensure that all required documentation in the agreement is submitted to the NRCS Grants Management Specialist at the end of the project prior to closing out the agreement.

If you have questions regarding this designation, please contact Ernesto A. De La Riva, EWP State Specialist, at 530-792-5680 or [ernesto.delariva@usda.gov](mailto:ernesto.delariva@usda.gov).

**GREGORY NORRIS** Digitally signed by GREGORY NORRIS  
Date: 2021.01.22 09:13:10 -08'00'

Greg Norris  
State Conservationist Engineer

cc: Humboldt Bay Municipal Water District

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

SECTION 8.3b, PAGE NO. 1

January 9, 2021

Chris Harris, Business Manager  
Humboldt Bay Municipal Water District  
828 Seventh Street  
Eureka, California 95501

Subject: Approval of Request for Public Assistance  
FEMA-4558-DR-CA, August 2020 Wildfires  
Cal OES ID: 023-91000 FEMA ID: 023-04A9F-00  
Subrecipient: Humboldt Bay Municipal Water District  
Cal OES Log: 725672 FEMA Log: None

Dear Chris Harris:

The California Governor's Office of Emergency Services (Cal OES) is pleased to inform the Humboldt Bay Municipal Water District (Subrecipient) its Request for Public Assistance for the August 2020 Wildfires has been approved by the Federal Emergency Management Agency (FEMA). Cal OES requests you use the Cal OES ID number noted above when corresponding with Cal OES for this disaster. All correspondence should be addressed to:

Mr. David Gillings, State Public Assistance Officer  
California Governor's Office of Emergency Services  
Recovery Section, Public Assistance Division  
3650 Schriever Avenue  
Mather, California 95655  
ATTN: FEMA-4558-DR-CA

### **Incident Period**

Eligibility of Public Assistance costs, as a result of the August 2020 Wildfires, will be based on events that occurred within the incident period of August 14, 2020 through September 26, 2020. Pursuant to Title 44 of the Code of Federal Regulations (44 CFR) section 206.202(d)(1)(ii), any known damage that occurred within the incident period must be reported to Cal OES within 60 days of the Recovery Scoping Meeting to be eligible for federal assistance.



3650 SCHRIEVER AVENUE • MATHER, CA 95655  
RECOVERY SECTION • PUBLIC ASSISTANCE  
PHONE: (916) 845-8200 • FAX: (916) 845-8387  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

**Deadline to Identify Projects**

Project Worksheets (PW) are the reimbursement vehicles used to fund disaster projects. PWs are used to document the location, damage description and dimensions, scope of work, and cost estimate for each project. The PW is the basis for funding and all cost estimates and damage must be identified within 60 days following the Recovery Scoping Meeting for each of those projects identified on the subrecipient's List of Projects/Damage Inventory. Damages and costs must be estimated when final supporting documents are not yet available. You, the subrecipient, are strongly encouraged to submit PW information as soon as possible to expedite the assistance and funding process. Failure to identify and submit PW information in accordance with these parameters may jeopardize project funding or place additional work requirements on subrecipients to ensure reimbursement of all project costs. Project funding or payment is not available for a PW until it is obligated.

**Project Completion Deadlines**

In accordance with 44 CFR section 206.204(c)(1), FEMA requires all projects be completed within approved timeframes or funding may be jeopardized. It is imperative subrecipients submit a time extension request for any project that will not be completed by the current approved project deadline. Further, time extensions will be granted by Cal OES or FEMA only if the subrecipient can demonstrate extenuating circumstances or unusual project requirements beyond its control that prevent the successful completion of the approved scope of work by the current approved project deadline. Please be advised FEMA and Cal OES will examine these requests closely and time extensions will only be approved for extenuating circumstances. To assist you in determining whether your agency requires a time extension, please refer to the following time limitations for the completion of work associated with this disaster:

DR-4558 Emergency Work Deadlines (Categories A and B)		DR-4558 Permanent Work Deadlines (Categories C-G)	
Regulatory Deadline	Cal OES Time Extension Authority	Regulatory Deadline	Cal OES Time Extension Authority
February 21, 2021	August 23, 2021	February 21, 2022	August 22, 2024

As delineated in the table above, Cal OES is able to grant time extensions through August 23, 2021 for emergency work and August 22, 2024 for permanent work. FEMA must approve time extensions for any project that will be completed after these dates. Time extension requests must include a full explanation of the extenuating circumstances causing the delay, PW number, category of work, construction schedule, estimated project completion date, as well as dates and provision of previously approved time extensions. Time extension requests should be submitted to Cal OES prior to the established deadline.

**Compliance with Federal, State, and Local Environmental and Historical Laws**

Initiating a project prior to FEMA's review for compliance with federal environmental and historic laws and executive orders may result in jeopardizing funding. FEMA will complete any required documentation and interagency consultations. Subrecipients must obtain all necessary permits required for all projects, and must comply with any federal, state, or local environmental and historic laws or permit requirements.

**Change in Scope of Work or Additional Funding**

Any change to the scope of work and/or significant increase in project funding must be requested in writing through Cal OES. A version to the original PW may be prepared by Cal OES based on the eligible work in the documentation provided with the request. The draft PW will be transmitted by Cal OES to FEMA for approval. It is imperative subrecipients wait for FEMA's approval before initiating any changes to the approved scope of work. Such work may be subject to review for compliance with various federal environmental and historic preservation laws and regulations. Any additional work performed prior to approval by FEMA and completion of these reviews may jeopardize funding for the entire project.

**Management Costs**

In accordance with FEMA Recovery Policy FP 104-11-2, subrecipients can claim management costs through the PW process for those disasters declared on or after August 1, 2017, for five percent of the total award amount. Management costs include indirect costs, direct administrative costs, and any other administrative expense associated with a specific project under a major disaster. These expenses can include, but are not limited to, staff time spent to complete initial, interim, and final inspections; preparing PWs; collecting and organizing documentation; and attending certain meetings with Cal OES and FEMA. In addition, Cal OES will continue to provide a 10 percent administrative allowance on the Cal OES cost-share amount.

**Net Small Project Overrun (NSPO) Guidelines**

Pursuant to 44 CFR section 206.204(e)(2), a Public Assistance subrecipient may appeal for additional small project funding within 60 days of the completion of work on its last small project. The small project threshold for this event is \$131,100. When submitting an appeal for an NSPO, you must include a cost overrun summary listing all small project PWs, actual costs to complete the approved scope of work, and project completion dates. Further, you must be prepared to supply all required supporting documentation upon request.

### **Appeal Process**

In accordance with 44 CFR section 206.206, you have the right to appeal any determination made by FEMA. Subrecipients must submit an appeal, through Cal OES, within 60 days of FEMA determination via the certified mail return receipt sent by FEMA, Grants Portal, or the Cal OES Financial Processing Unit. Cal OES then has an additional 60 days to review the appeal, make a recommendation, and transmit the appeal to FEMA. FEMA regulations require the subrecipient to provide a documented justification in support of its position; the monetary figure in dispute; and the provision of federal law and the regulation or policy with which the subrecipient believes the initial action was inconsistent. At a minimum, subrecipients are encouraged to submit the above documentation, as well as any additional documentation needed to best support the appeal argument. All known relevant information must be submitted with the first appeal. Additional information may not be submitted later. Failure to provide this information will affect Cal OES' ability to support the appeal and still meet FEMA's regulatory deadlines.

### **Funding Process**

Upon obligation of federal and state funds, you will be notified by Cal OES via grant obligation notification letters. These obligation letters will describe the state and federal funding processes. Questions regarding payments of approved funding should be directed to the Cal OES Financial Processing Unit at (916) 845-8110 or via email at [RecoveryFinancialProcessing@caloes.ca.gov](mailto:RecoveryFinancialProcessing@caloes.ca.gov).

### **Insurance**

Pursuant to 44 CFR section 206.252, a subrecipient is required to obtain and maintain insurance on insurable facilities as a condition of receiving Public Assistance funding from FEMA. This requirement is waived when eligible costs for an insurable facility do not exceed \$5,000. FEMA will notify the subrecipient of the type and amount of insurance required. However, FEMA cannot require greater types and extent of insurance than is certified as reasonable by the State Insurance Commissioner. FEMA Policy 206-086-1, Public Assistance Policy on Insurance, describes these requirements in detail. Please note, failure to obtain and maintain insurance as prescribed could jeopardize future disaster funding.

### **Procurement**

For all approved, federally funded and/or federally financed projects, subrecipients are required to follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR Part 200, as adopted by the Department of Homeland Security at 2 CFR Part 3002, when using the federal financial assistance to procure property and/or services.

In conclusion, expediting the processing of project worksheets and reimbursements involves a high level of proactive participation. It is imperative you coordinate with your staff and designated Cal OES/FEMA personnel to submit the List of Projects and supporting documentation, and conduct site inspections in a timely manner to avoid unnecessary delays in reimbursements, which can ultimately affect your jurisdiction's recovery. If you have any questions related to this correspondence, please contact us at (916) 845-8200.

Sincerely,

THE CAL OES RECOVERY TEAM  
(916) 845-8200  
[DisasterRecovery@caloes.ca.gov](mailto:DisasterRecovery@caloes.ca.gov)

cc: Financial Processing Unit

jv

CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES

# Fact Sheet

## FEMA-4558-DR-CA: August 2020 Wildfires



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

On August 22, 2020, President Donald J. Trump declared a major disaster making federal disaster aid available to Butte, Lake, Lassen, Mendocino, Monterey, Napa, Nevada, Plumas, San Mateo, Santa Clara, Santa Cruz, Sierra, Solano, Sonoma, Stanislaus, Trinity, Tulare, Tuolumne, Yolo and Yuba counties for the August 2020 Wildfires. This Fact Sheet contains information regarding the affected counties, available assistance, and Request for Public Assistance (RPA) application information.

### Applicants Eligible for Assistance

The following entities and select private non-profit organizations may be eligible for disaster assistance under this Presidential Declaration:

- State Agencies
- Tribal Governments
- Counties
- Cities
- Special Districts (including School Districts and Community College Districts)
- Certain Private Non-Profit Organizations

### Important Disaster Information

- Declaration Name: August 2020 Wildfires
- Declaration Number: FEMA-4558-DR-CA
- Incident Period: August 14, 2020 - September 26, 2020 with the exception of the North Complex Fire.

### Applicants Briefing

Applicants' Briefings provide potential applicants with basic information to assist them in their efforts to understand the requirements associated with applying for Public Assistance. The Applicants' Briefing schedule can be found: [Applicant Briefings](#)

### Important Documents

In addition to the RPA (submitted via Grants Portal), the following documents must be submitted to Cal OES in order for payments to be processed:

- **Cal OES 89, Project Assurances**
- **Cal OES 130/130SA, Resolution**

Must be submitted unless, within the last three years, you've submitted a Universal form identifying Agent by Title

### Download Forms:

[Recovery Forms](#)

### Submit forms to:

[PAGrantsPayments@CalOES.CA.GOV](mailto:PAGrantsPayments@CalOES.CA.GOV)



Version 4 11.16.20

### Available Assistance – Public Assistance (PA) Program

Under the PA program, FEMA to cost share at 75 percent of the eligible costs of either Emergency Work or Permanent Work as illustrated below. The State obligates 75 percent of the Non-Federal share.

#### EMERGENCY WORK

- Debris Removal (Category A)
- Emergency Response and Protective Measures (Category B)

#### PERMANENT WORK

- Roads and Bridges (Category C)
- Water Control Facilities (Category D)
- Buildings and Equipment (Category E)
- Utilities (Category F)
- Parks, Recreational Facilities, Other Items (Category G)

### Important Work Eligibility Information

As of September 29, 2020, FEMA-4558-DR-CA makes available federal funding for specific Categories of Work as listed below:

**Lake, Mendocino:** Categories A and B

**Yolo, Yuba:** Category B

**Butte, Lassen, Monterey, Napa, Nevada, Plumas, San Mateo, Santa Clara, Santa Cruz, Sierra, Solano, Sonoma, Stanislaus, Trinity, Tulare, Tuolumne:** Categories A through G

### RPA's must be received by the Public Assistance Division via Grants Portal no later than:

**October 30, 2020** - Butte, Lake, Monterey, Napa, Nevada, Plumas, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Yolo, Yuba

**November 12, 2020** - Lassen, Tulare

**November 13, 2020** - Sierra, Trinity, Tuolumne

**December 11, 2020** - Stanislaus, Mendocino

**Grants Portal and Request for Public Assistance** Requests for Public Assistance (RPA) must be submitted via FEMA's Grants Portal: FEMA no longer accepts the RPA Form.

To submit an RPA from an existing Grants Portal Account, please review FEMA's "How To: RPA Submission" tutorial.

To set up a new Grants Portal Account for your organization, go to [FEMA's Grants Portal website](#) and click on the link that says, "Register Your Organization for Public Assistance". View the tutorial linked above for instructions as to how to submit an RPA from the newly created Account.

Recovery Section, Public Assistance Division 3650  
Schriever Avenue, Mather, CA 95655 (916)  
845-8200 Telephone (916) 845-8388 Fax  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)





**Chris Harris**

---

**From:** Weidenhof, Dan <Dan.Weidenhof@tetrattech.com>  
**Sent:** Thursday, February 4, 2021 10:06 AM  
**To:** Chris Harris  
**Cc:** Eto, Stephen@CalRecycle; Creech, Bob; Cameron, Pat  
**Subject:** Debris Removal for Trinity County

Mrs. Harris,

After our meet and conversation the other day, I had ensured you that I would forward your concerns about the possibilities of hazardous toxins making their way to Ruth Lake, which is also a water supply for 88,000 people.

This morning I spoke to Mr. Stephen Eto, our Debris Group Supervisor for the state and have done just that. I wanted to relay his message to you here.

There are a few challenges to get started in Trinity and are as follows:

- The biggest and most difficult challenge is access through Hwy 36. There is a 10 mile shutdown with only 5 daily openings of the highway. With this amount of access, it would greatly increase delays and the contractor would be wanting paid for those delays.
- Permits are needed for the laydown yard for the contractor. These are currently in process.
- Weather – the most recent winter storm has caused delays across the board, not just in Trinity County. We are still currently working on getting things back up to speed.

In relation to the fear of the hazardous toxins possibly making their way to the lake, his response is this. Most of the toxins are suspended in the soil and stable where they sit. They seep into the soil and typically stay there. This is why we require a 3-6" soil scrape during the debris removal process. Heavy rains could move the soil along with the surface water, but this is why we also have waddles. They will filter the surface water draining towards the lake.

We are working diligently to get the process moving in Trinity County, and progressing on these challenges that we face. I've cc'd Mr. Stephen Eto on this email so that you may express any further concerns or questions.

I'm also reaching out to Planning to get you invites to our Project Planning Meetings that we have every Tuesday and Friday.

Pat, can you please get these invites to Mrs. Chris Harris of the Humboldt Bay Municipal Water District?

Thanks,

**Daniel C. Weidenhof** | Project Manager – Post Disaster Programs  
 Direct +1 (724) 968-8308 | Office: +1 (412) 829-3600 | Fax: +1 (412) 829-3620  
[Dan.Weidenhof@tetrattech.com](mailto:Dan.Weidenhof@tetrattech.com)

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COUNTY OF HUMBOLDT  
PLANNING AND BUILDING DEPARTMENT  
LONG RANGE PLANNING

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3015 H Street Eureka CA 95501  
Phone: (707) 445-7541 Fax: (707) 268-3792

January 31, 2021

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District

Re: Initial parameters for the Critical Water Supply designation request by the Humboldt Bay Municipal Water District

Dear General Manager Friedenbach,

At a meeting on December 22, 2020 with Planning Director John Ford and I, you requested a memo for your Board discussing a Critical Water Supply designation for the Mad River. This memo provides the requested information.

The Water Resources Element of the Humboldt County General Plan (Part 3, Chapter 11) contains policy directing the County to proactively protect municipal water supply through policies **WR-P3: Proactive Protections**, and **WR-P4** and **WR-P27: Critical Water Supply Areas**:

**WR-P3. Proactive Protections.** Focus regulatory attention and educational efforts in specified watersheds where limited water supply or threats to water quality have potentially significant cumulative effects on the availability of water for municipal or residential water uses or the aquatic environment.

**WR-P4. Critical Municipal Water Supply Areas.** The Board of Supervisors shall designate all or portions of watersheds as "Critical Water Supply Areas" if cumulative impacts from land uses within the area have the potential to significantly impact the quality or quantity of municipal water supplies. Water resources within Critical Water Supply Areas shall be protected by the application of specific standards for such areas.

**WR-P27. Critical Water Supply Areas.** Coordinate with public water systems in the designation and regulation of water resources in Critical Water Supply areas.

Standards and Implementation Measures then clarify how these policies are intended to be put into action:

**WR-S1. Designation of Critical Water Supply and Watershed Areas.** The designation by the Board of Supervisors of Critical Water Supply and Watershed Areas shall be a public process, involving a recommendation from the Planning Commission and input from the public, affected water providers, and state and federal agencies.

**WR-S2. Development within Critical Water Supply Areas.** Ministerial land use development proposed within Critical Water Supply areas shall comply with performance standards adopted by ordinance. Discretionary development within the Critical Water Supply Areas shall comply with performance standards and supplemental permit conditions. Standards and permit conditions shall require: 1) demonstrating that risk of contamination to the water supply as a result of the development activity is minimized by providing mitigation to avoid significant adverse effects; and 2) avoiding degradation of municipal water supplies by reducing cumulative impacts to surface water quality and water quantity during low-flow periods to below levels of significance.

**WR-IM1. Critical Water Supply and Watershed Area Ordinance.** Prepare and adopt an ordinance to implement Critical Water Supply and Watershed Area policies.

**WR-IM2. Critical Water Supply and Watershed Area Designation.** Identify and designate Critical Water Supply and Watershed Areas through a zoning overlay process using best available scientific data, consultation with municipal water suppliers and resource agencies, and public outreach and input.

Appendix A of the General Plan (Implementation Plan) identifies a two to five-year timeframe for these measures to be put into place.

The process for adopting a Critical Water Supply Ordinance and Overlay Zone would broadly follow these steps:

- 1) Identify Potential Critical Water Supply Areas
  - Outreach to public water providers to identify water supply that may qualify as a Critical Water Supply
  - Map the extent of the watershed for the Critical Water Supply using best available scientific data
- 2) Identify the types of ministerial and discretionary development that could contribute to cumulative impacts to surface water quality in these areas.
  - The zoning and general plan designations within the watershed for the Critical Water Supply will be used to assess the type and intensity of potential changes in land use.
- 3) Identify performance standards for the Critical Water Supply Area ordinance and draft conditions of approval for ministerial and discretionary development within the Critical Water Supply Areas
  - Standards and conditions will require applications for new development in the watershed for the Critical Water Supply minimize the risk of contamination to the water supply as a result of the development activity and not degrade the municipal water supplies by reducing surface water quality and water quantity during low-flow periods
- 4) Public outreach to property/asset owners and operators within the watershed for the Critical Water Supply to refine the proposed performance standards and watershed maps.

5) Review by the Planning Commission and adoption by the Board of Supervisors.

Once the zoning overlay is adopted with the performance standards and conditions of approval, proposed new development seeking entitlement from the County in the area in which the overlay applies would be evaluated according to the adopted standards. Ministerial development would be evaluated for consistency with the performance standards, and prior to approval of any discretionary development, findings would need to be made based on factual evidence that the development minimizes the risk of contamination to the water supply and will not individually or cumulatively degrade the municipal water supplies by reducing surface water quality and water quantity during low-flow periods. Those findings and the supporting evidence would be presented to the decision-maker in a staff report for consideration at a public hearing.

Please let me know if I can clarify any of this for you.

Sincerely,



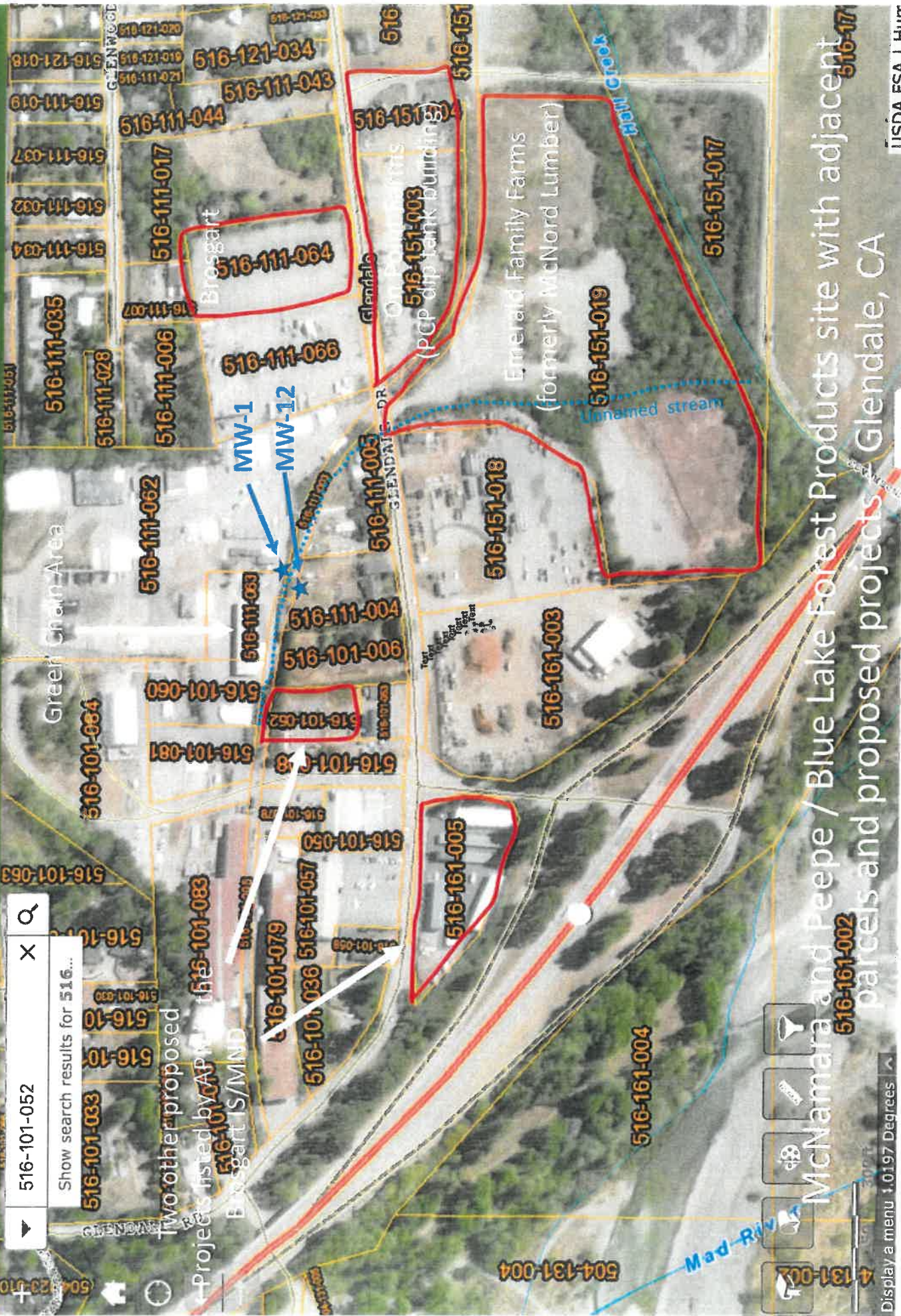
Michael Richardson  
Supervising Planner  
Long Range Planning Unit  
Humboldt County Planning and Building Department  
[mrichardson@co.humboldt.ca.us](mailto:mrichardson@co.humboldt.ca.us)

# Humboldt County Web GIS

Planning & Building Department WebGIS Portal Comments Help Legend Key

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Show search results for 516...



McNamara and Peepee / Blue Lake Forest Products site with adjacent parcels and proposed projects - Glendale, CA

516-161-002

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**Humboldt Bay Municipal Water District**

To: Board of Directors

From: John Friedenbach

Date: February 2, 2021

Re: **DTSC Cleanup of former McNamara & Peepe site in Glendale**

**Discussion**

As the Board is aware, at the January meeting, Director Latt requested that the DTSC cleanup efforts at the former McNamara & Peepe lumbermill site in Glendale be placed as a re-occurring agenda item for the Board to discuss and more closely monitor DTSC's progress. Since our meeting last month, the following items have been received or published:

1. DTSC January 11, 2021 response letter. (copy attached)
  - a. HBMWD November 12, 2020 letter. (reference copy attached)
2. DTSC email of January 12, 2021. (copy attached)
3. DTSC 5 Year Review Report uploaded to Envirostor. (copy attached)
  - a. Changes made to clarify the status of the Apex RAP Amendment (Section 4.4 and 7.0) and to revise the errors in Section 5.3, per HBMWD's letter of November 12, 2020. (See January 21, 2021 email from DTSC)
4. SHN Surface Water Sampling and Analysis Plan dated January 21, 2021. (copy attached)
5. January 28, 2021 email to DTSC re Water Sampling Plan. (copy attached)

**Staff Recommendation**

Open discussion and possible staff direction regarding DTSC's cleanup program at the former McNamara & Peepe lumbermill site in Glendale.



**Jared Blumenfeld**  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Meredith Williams, Ph.D.  
Director  
700 Heinz Avenue  
Berkeley, California 94710-2721



**Gavin Newsom**  
Governor

January 11, 2021

Mr. Neil Latt  
Board Vice-President  
Humboldt Bay Municipal Water District  
828 Seventh Street, PO Box 95  
Eureka, California 95502-0095  
[latt@hbmwd.com](mailto:latt@hbmwd.com)

### MCNAMARA & PEEPE LUMBER MILL SITE: RESPONSE TO COMMENTS

Dear Mr. Latt:

Thank you for your letter responding to DTSC's letter dated September 24<sup>th</sup>, 2020 regarding the McNamara & Peepe Lumber Mill site (Site) in Glendale, California, dated November 12, 2020. We value the input we have received over the past year from the Humboldt Bay Municipal Water District's (District) Board of Directors. We have prepared this response to address the District's most recent comments and concerns.

#### 1. MW-5 Status

DTSC has entered into a contract with SHN Engineering and Geologists, Inc. (SHN) for surface water and groundwater sampling. DTSC has included the decommissioning and reinstallation of MW-5 as part of the scope of work. MW-5 will be sampled for pentachlorophenol (PCP); tetrachlorophenol (TCP); and dioxins after reinstallation as part of the groundwater sampling event.

#### 2. Surface Water Sampling

DTSC confirms that the California Public Health Goal (PHG) for dioxin will be applied to surface water at the Site. Surface water sampling has been included as part of the scope of work in the contract with SHN. SHN will evaluate the Site after a walkthrough for the appropriate sampling locations to collect surface water. Proposed sampling locations will be sent to DTSC for approval prior to fieldwork. The District will be given the opportunity to review the proposed sampling locations prior to fieldwork.

3. Pilot Study and Remediation Method

The current scope of work for the contract with SHN is limited to the following: the decommissioning and reinstallation of MW-5; sampling of all groundwater wells at the Site for PCP, TCP, and dioxins; and a site review that will include soil and groundwater data, subsurface stratigraphy, hydrologic conditions to evaluate remediation options for the Site that will address PCP, TCP, and dioxins. The SHN project team members have approximately 20 years of experience each working on remediating lumber mill sites with similar contaminants and in the same vicinity as the Site. SHN will consult with DTSC after the site review to discuss potential remediation options. The scope of the bench scale study and pilot study will be determined after this consultation. The remediation method will be finalized in the Remedial Action Plan Amendment to be prepared after the bench scale and pilot studies have concluded. DTSC intends for the remediation method to address contamination in groundwater as well as in soil. The District will be given the opportunity to review and comment on the Remedial Action Plan Amendment.

4. Dioxins Detection Limit

In the letter to DTSC dated July 23, 2020, the District referenced the use of the PHG as the cleanup goal for dioxins at the Georgia Pacific Lumber site (Georgia Pacific) in Fort Bragg, California, which is also under the oversight of DTSC. The District requested that Frontier Analytical Laboratory (Frontier) or Torrent Laboratory, Inc. (Torrent) be used instead of TestAmerica for all future sampling work.

DTSC evaluated the two most recent groundwater monitoring reports for Georgia Pacific available on Envirostor: (1) Second Semi-Annual 2018 Groundwater Monitoring Report dated January 9, 2019 and (2) First Semi-Annual Groundwater Monitoring Report dated May 21, 2019. DTSC noted that TestAmerica was used for the dioxins analysis and that the estimated detection limit (EDL) generally ranged between 0.15 to 0.5 picograms per liter (pg/L) and that the reporting limit (RL) generally ranged between 50 to 100 pg/L, exceeding the PHG of 0.05 pg/L.

DTSC agreed to no longer use TestAmerica in our letter dated September 24, 2020 and directed SHN to reach out to Frontier and Torrent, as requested by the District. Torrent did not respond to repeated inquiries regarding RLs and did not provide a cost estimate. Frontier indicated that they could reach an EDL of 0.3 pg/L and a RL of 5 pg/L for dioxins. While this still exceeds the PHG, it is closer than the reporting limits achieved for Georgia Pacific. DTSC decided to proceed with Frontier given SHN's past experience working with Frontier, and the District's recommendation, and notified John Friedenbach of the District via an email on November 18, 2020.

5. 2020 Five-Year Review

DTSC will revise the Five-Year Review to address the items identified by the District.



Mr. Neil Latt  
January 11, 2021  
Page 3

6. Former McNord Lumber Property

The property owner for the Former McNord property has indicated a renewed interest in working with DTSC to conduct sampling on their property. DTSC is currently revising our voluntary agreement with the owner. If DTSC cannot reach an agreement with the current property owner, DTSC will explore its regulatory authority for securing access for the investigation.

Due to the current shelter-in-place orders in the Bay Area, access to the office has been unpredictable and mail notification has been delayed. DTSC requests that all future letters be accompanied by a digital copy via email for prompt notification and response.

We appreciate your input and hope this response addresses your questions. Please contact Nicole Yuen by email at [Nicole.Yuen@dtsc.ca.gov](mailto:Nicole.Yuen@dtsc.ca.gov) if you have any questions.

Sincerely,



Digitally signed by Cheryl  
Prowell  
Date: 2021.01.11 15:47:47  
-08'00'

Cheryl Prowell, P.E.  
Unit Chief  
Site Mitigation and Restoration Program – Berkeley Office

cc: John Friedenbach, Humboldt Bay Municipal Water District  
[friedenbach@hbmwd.com](mailto:friedenbach@hbmwd.com)



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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### GENERAL MANAGER

JOHN FRIEDENBACH

November 12, 2020

Ms. Cheryl L. Prowell  
 Ms. Nicole Yuen  
 Department of Toxic Substances Control  
 700 Heinz Avenue  
 Berkeley, CA 94710

***RE: McNamara & Peepe Lumber Mill Site Investigations and Remediation***

Dear Ms. Prowell and Ms. Yuen,

Thank you for taking the time to meet with the Humboldt Bay Municipal Water District (District) on September 10, 2020 and for your letter dated September 24, 2020 (Sept. 24<sup>th</sup> Letter). The District appreciates your consideration of its concerns related to the potential for contamination arising from the former McNamara and Peepe Lumber Mill Site (Site) to migrate into the Mad River and contaminate the District's water supply.

With respect to investigation and remediation activities at the Site, the District understands that DTSC seeks to stretch funds as far as possible. However, the District has valid concerns that the heavy emphasis on minimizing and avoiding costs is in fact causing delays and ultimately increasing expenses as work at the Site has to be redone. For example, in 2019, a deficient remedial action plan (2019 RAP) — budgeted at \$25,000 — was submitted to DTSC. DTSC was unable to approve the 2019 RAP, and the work had to be repeated by a different contractor this year, clearly resulting in a significant delay and added expense at a site with a very limited budget. In another example, DTSC's use of inappropriately high detection limits in August 2019 in sampling for dioxins failed to close a data gap and instead led to significant confusion and controversy. Thus, the District stresses that investing in better quality and more complete data going forward is the best option to protect public health and fulfill your fiduciary responsibilities.

After reviewing your Sept. 24<sup>th</sup> Letter, the District requests DTSC provide clarification on a number of points outlined below. Also, as discussed in greater detail below, the District demands that MW-5 be reinstalled or rehabilitated prior to the next sampling event so that it can be included in the sampling. Additionally, there should be no question whether surface water sampling will occur.

**1. MW-5 must be rehabilitated or reinstalled prior to the next sampling event.**

The well cap for MW-5 was found to be rusted shut during the August 2019 sampling event. Since it is just the well cap, has DTSC considered rehabilitating the well cap in order to continue to sample from the existing monitoring well? Rather than rehabilitating the well cap, DTSC states WM-5 will be reinstalled during the next sampling event. Because DTSC has known that the well cap has been rusted shut since August 2019, it is unacceptable that MW-5 has not already been reinstalled or rehabilitated, and it must be *prior to* the next sampling event. MW-5 is located in a critical position because it is directly south and downgradient of the former Green Chain. Further, it is adjacent to the drainage ditch which flows into Hall Creek and then to the Mad River. Data from MW-5 is crucial to the understanding of how the plume is moving towards the Mad River and the District's drinking water supply. Thus, the District demands that MW-5 be reinstalled (if it cannot expediently be remediated) prior to the next sampling event and included in the wells to be sampled, so another year does not pass without obtaining data from that monitoring well. The District also seeks confirmation that MW-5 will be reinstalled in place, given its critical location.

**2. Surface water must be sampled and be subject to the same cleanup goal as groundwater.**

It is imperative that surface water be sampled, and the District seeks confirmation that it will be. DTSC has recognized that "the Mad [R]iver is a threatened resource" in light of the potential for the adjacent tributary streams to become contaminated with surface water runoff. Likewise, given groundwater and surface water seasonally interact at the Site, the drainage ditch could become contaminated if fed by contaminated groundwater when the water table is elevated during intense and sustained rainfall events. This would also provide a pathway for contamination to migrate to the Mad River and the District's drinking water supply. Thus, it is clear surface water must be tested. However, while Paragraph 1 states that it will be included in the scope of work, paragraph 6 says the scope of work will "potentially include[e] surface water sampling during a storm event." Please confirm surface water will be tested for PCP, TCP, and dioxins.

The District welcomes DTSC's agreement that the public health goal (PHG) for dioxin must be applied to groundwater at the site. The District requests that DTSC confirm that it will apply the PHG to surface water as well. Since surface water may provide the most direct route for contamination to reach the Mad River and the District's drinking water supply, its cleanup goal must also be the PHG.

**3. The scope of the pilot study and remediation method are unclear.**

The District requests a number of clarifications regarding the proposed pilot study. The Sept. 24<sup>th</sup> Letter states that the pilot study will "potentially" evaluate the efficacy of different groundwater amendments for in-situ bioremediation of dioxins. Thus, the District requests clarification as to whether the pilot study will address dioxin remediation. If it is not guaranteed that the pilot study will evaluate remedial actions with respect to dioxins, DTSC must provide an explanation as to why not and what factors are considered in the decision. For instance, if the level of dioxin contamination will be determinative, what level of contamination by dioxins does DTSC require before determining remediation is necessary? This information should be clearly provided to the District and its customers. The District additionally requests that DTSC clarify what detection limits will be used during the pilot study.

Relatedly, the Sept. 24<sup>th</sup> 2020 Letter only discusses remediation of groundwater. The source of the groundwater contamination is the contaminated *soil* beneath the cap. Accordingly, to prevent ongoing contamination, the soil itself must be remediated, not simply the groundwater. Otherwise, groundwater will become re-contaminated each time the water table rises, bringing groundwater into contact with the contaminated soil. Please clarify whether remediation is intended to address soil contamination as well or what the rationale is for targeting groundwater alone. Additionally, the District requests that DTSC provide it with the results of the bench study and an opportunity to provide input before moving forward with the pilot study.

**4. It is still unclear whether DTSC intends to use an appropriate detection limit for dioxins at MW-10.**

The District remains concerned regarding the detection limits to be used for dioxins. Paragraph 5 suggests the PHG of 0.05 pg/L will be used for investigations at MW-10, but the letter is far from clear. Paragraph 9 simply commits to using a detection limit lower than 10 pg/L; there is a large margin between 10 pg/L and the PHG of 0.05 pg/L or the 0.155 pg/L that the District requested.

Pursuant to past sampling, the presence of dioxin has already been established such that more quantifiable data is needed at MW-10. The District remains concerned that an improper detection limit could easily be used to misrepresent risk and to defend decisions to curtail future investigations or to undertake a remediation method which does not address dioxins. Given how rarely groundwater testing is occurring,<sup>1</sup> the high toxicity of dioxins at extremely low concentrations, and DTSC's commitment to using the PHG as the cleanup goal, DTSC must obtain highly accurate and informative results now to best inform future decisionmaking and to avoid further delays and confusion. For all these reasons, the District would like DTSC to confirm that it will use a detection limit of 0.155 pg/L or less at MW-10, as the District requested while maintaining consistency with the cleanup goal.

**5. The 2020 Five-Year Review must be revised to accurately reflect events at the Site.**

The 2020 Five-Year Review states that in July 2019 DTSC accepted the 2019 RAP prepared by Apex Companies. The 2019 RAP is not posted on EnviroStor. As noted above, DTSC has clarified that it found the 2019 RAP did not meet its standards and was not approvable. However, the 2020 Five-Year Review indicates that the 2019 RAP was viable and would be further amended upon completion of the bench scale and pilot study.<sup>2</sup> The Five Year-Review must be revised to reflect that the 2019 RAP was deficient and, therefore, was not approved. The Five Year-Review reports provide a comprehensive summary of the Site's history both for DTSC and the public, so it is critical that they accurately reflect the record of events.

---

<sup>1</sup> Six groundwater monitoring events have taken place since the 2014 Five-Year Review. While groundwater monitoring occurred twice in 2015 and 2016, it was only sampled once in 2017 and once in 2019. It was not sampled in 2018 and has not been sampled in 2020.

<sup>2</sup> Section 4.4 of the 2020 Five-Year Review states:

Apex prepared a draft RAP Amendment which was accepted by DTSC in July 2019. The RAP Amendment presented EISB as the selected remedial alternative. EISB would be implemented through the injection of substrate(s) for source reduction at the Site and as migration control at transects placed across the groundwater plume. DTSC will revise the RAP Amendment to identify the groundwater amendments pending the results of the planned bench scale test and pilot study.

Additionally, as mentioned in our letter dated July, 23, 2020, two statements in section 5.3 of the 2020 Five-Year Review need to be corrected:

- i. Section 5.3 states: "Groundwater samples were analyzed for PCP and TCP for all six groundwater monitoring events. Supplemental groundwater analyses were conducted during select monitoring events (Table 2)." The reference should be to Table 3, not Table 2. Table 3 provides the groundwater analytical results from 2015-2019, whereas Table 2 provides historic groundwater elevations.
- ii. Section 5.3 also discusses the results from the six groundwater monitoring sampling events from November 2014 to November 2019. In part, it states: "MW-1 and MW-12 both had their highest detections of PCP during the May 2016 sampling event at 1,100 µg/L and 120 µg/L, respectively." This is incorrect with respect to MW-1. MW-1 did not have its highest detection in May 2016, nor was its highest detection 1,100 µg/L. Rather, in August 2019, its PCP concentration reached 1,200 µg/L.

The District thanks you in advance for making these corrections and reposting to EnviroStor as was done with the PCP and TCP data in the December 2019 Final Groundwater Monitoring Report.

Thank you for your time and attention to this matter. Please do not hesitate to contact us with any questions or concerns.

Respectfully,



Neal Latt

Board Vice-President

cc: Meredith Williams, Director, DTSC  
Grant Cope, Deputy Director, DTSC  
Office of Governor Gavin Newsom  
Mike McGuire, Senator, District 2  
Jim Wood, Assemblymember, District 2  
California Department of Fish and Wildlife  
North Coast Regional Water Quality Control Board  
Humboldt County Board of Supervisors  
John Ford, Director, Humboldt County Planning & Building  
Humboldt Baykeeper

**John Friedenbach**

---

**From:** Yuen, Nicole@DTSC <Nicole.Yuen@dtsc.ca.gov>  
**Sent:** Tuesday, January 12, 2021 3:20 PM  
**To:** Anne Baptiste  
**Cc:** Prowell, Cheryl@DTSC; 'John Friedenbach'  
**Subject:** RE: McNamara & Peepe Work Order

Hello Anne,

DTSC confirms that an Estimated Detection Limit of 0.3 picograms per liter and a Reporting Limit of 5 picograms per liter for dioxins will be used for all surface water and groundwater samples from MW-1, MW-5, MW-10, and MW-12.

Thanks,

Nicole Yuen  
Environmental Scientist || Project Manager  
Site Mitigation and Restoration Program  
700 Heinz Ave. Berkeley, CA 94710  
510.540.3881

*Note: Due to COVID-19, I am working remotely and away from my work phone. However, I will be checking voicemails periodically.*

**From:** Anne Baptiste <ABaptiste@thomaslaw.com>  
**Sent:** Thursday, January 7, 2021 4:02 PM  
**To:** Yuen, Nicole@DTSC <Nicole.Yuen@dtsc.ca.gov>  
**Cc:** Prowell, Cheryl@DTSC <Cheryl.Prowell@dtsc.ca.gov>; 'John Friedenbach' <friedenbach@hbmwd.com>  
**Subject:** McNamara & Peepe Work Order

---

EXTERNAL:

---

Hello Nicole,

I hope you are well and had nice holidays. I obtained the Dec. 16 Work Order to SHN from the EnviroStor website. The spreadsheet on the last page has a line item for "Dioxin Low Detection," but no samples are ordered. We are seeking clarification and confirmation that low detection limits will be used for dioxin sampling.

Based on your Sept. 24<sup>th</sup> letter and Nov. 18<sup>th</sup> email, we understood the 0.3 pg/L detection limit would be used at minimum for MW-10. Because the concentration of dioxins is unknown at MW-5 and MW-12, the lower detection limits must be used at those monitoring wells, also. This avoids the potential for getting unclear data as occurred in August 2019, which wastes precious time and money and generates confusion by obscuring the extent of the risk from the public and decisionmakers. For the same reasons, the lower detection limits must be used for the surface water samples as well. Please confirm the lower detection limit will be utilized for MW-5, MW-10, MW-12, and surface water sampling.

Thank you,  
Anne

Anne L. Baptiste

**T|L|G** Thomas Law Group

455 Capitol Mall, Suite 801, Sacramento, CA 95814

**John Friedenbach**

---

**From:** Yuen, Nicole@DTSC <Nicole.Yuen@dtsc.ca.gov>  
**Sent:** Thursday, January 21, 2021 9:19 AM  
**To:** John Friedenbach  
**Cc:** Anne Baptiste  
**Subject:** RE: New Document(s) Have Been Uploaded to Envirostor

Hello John,

The Five-Year Review was revised per the request of Vice-President Neal Latt in his November 12, 2020 letter to clarify the status of the Apex RAP Amendment (Sections 4.4 and 7.0) and to revise the errors in Section 5.3.

Nicole Yuen

Environmental Scientist || Project Manager  
Site Mitigation and Restoration Program  
700 Heinz Ave. Berkeley, CA 94710  
510.540.3881

*Note: Due to COVID-19, I am working remotely and away from my work phone. However, I will be checking voicemails periodically.*

**From:** John Friedenbach <friedenbach@hbmwd.com>  
**Sent:** Thursday, January 21, 2021 8:47 AM  
**To:** Yuen, Nicole@DTSC <Nicole.Yuen@dtsc.ca.gov>  
**Cc:** Anne Baptiste <ABaptiste@thomaslaw.com>  
**Subject:** FW: New Document(s) Have Been Uploaded to Envirostor

---

EXTERNAL:

---

Hi Nicole,

I see that the 5 year profile report has been updated. It appears that the June 2020 report has been re-uploaded. Is there an easy way to determine what has been revised from the original report?  
Thank you for your assistance,

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
[www.hbmwd.com](http://www.hbmwd.com)  
707-443-5018 work  
707-362-7509 cell





Phone: (707) 441-8855 Email: info@shn-engr.com Web: shn-engr.com  
812 W. Wabash Avenue, Eureka, CA 95501-2138

Reference: 020189.050

January 21, 2021

Nicole Yuen  
California Environmental Protection Agency  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710

**Subject: Surface Water Sampling and Analysis Plan, Former McNamara and Peepe Lumber Mill, 1619 Glendale Drive, Arcata, California; EnviroStor ID: 12240115**

Dear Nicole Yuen:

This sampling and analysis plan (SAP) has been prepared to assess surface water for the presence of contaminants associated with wood treating chemicals at the former McNamara and Peepe Lumber Mill, located at 1619 Glendale Drive, in Arcata, California (Figure 1). The intent of this surface water sampling program is to determine if contaminant-impacted soil and groundwater are contributing to surface water that could be migrating offsite. This SAP presents the rationale for surface water sample locations selected, procedures for sample collection, and the analytical methods to be completed for assessing contaminants of concern.

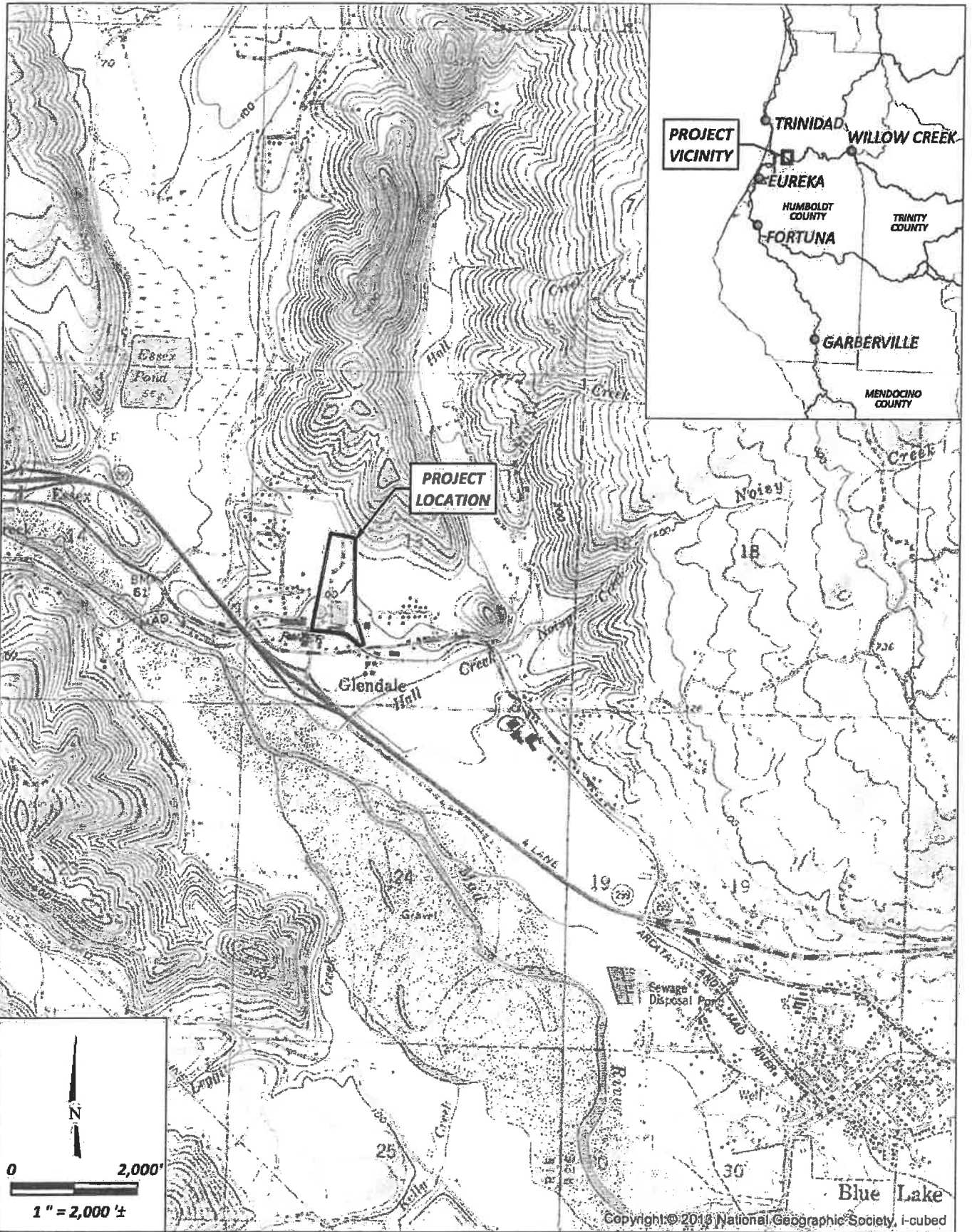
## Site Information

From 1967 to 1984, the use of a chemical fungicide containing pentachlorophenol (PCP) and tetrachlorophenol (TCP) occurred at the site to treat lumber. Spillage and drippings from the "green chain" fungicide application area are believed to have caused PCP and TCP contamination to soil and groundwater. In 1998, soils in the green chain area were consolidated and capped with an impervious layer (concrete) to prevent PCP and TCP detected in soil from being discharged to groundwater and surface water. The location of the concrete cap and surface water flow across the site are shown in the former McNamara and Peepe Lumber Mill site plan on Figure 2.

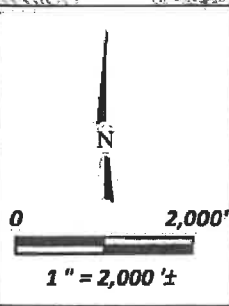
A man-made surface water drainage ditch constructed along a railroad corridor is located on the former mill southern boundary. The southern drainage ditch flows from west to east and receives most of the site storm water runoff through conveyance structures. The southern drainage ditch flows directly adjacent to the capped area and into Hall Creek which is a tributary to the Mad River. On January 12, 2021, following a significant rain event, SHN staff and facility personnel responsible for the active storm water monitoring program conducted an inspection of the site and the southern drainage ditch. Observations made during the inspection were used to identify appropriate locations for surface water sample collection that are suitable for assessing potential impacts from fungicide use during historical mill operations. A description and rationale for the five (5) sampling locations identified to assess surface water are as follows:






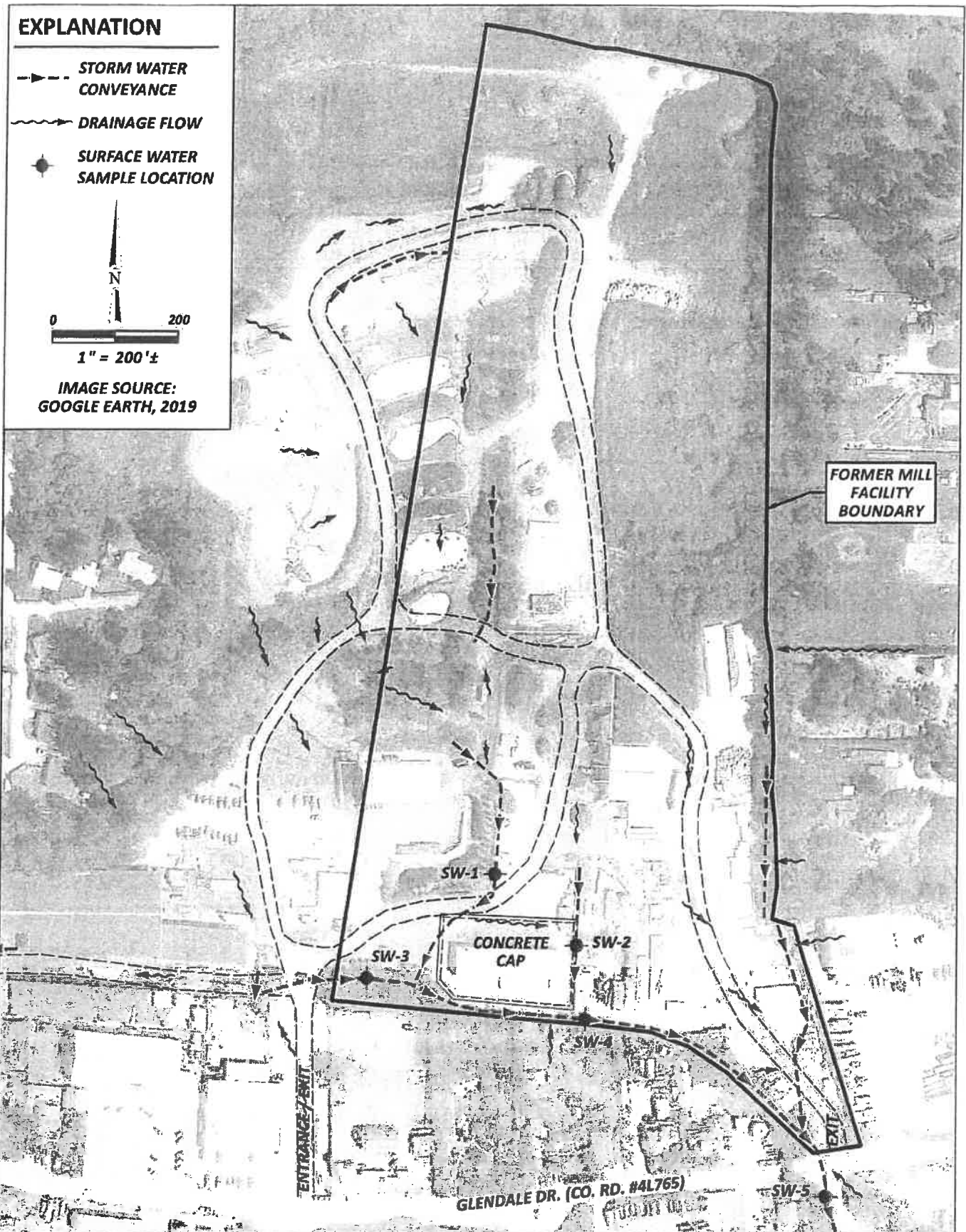


Path: \\doreax\projects\2020\020189-050\GIS\PROJ\020189-050\SWSP\SWSP\_Fig1\_ProjectLocation.mxd User Name: jousa DATE: 1/15/21, 10:25AM



	Former McNamara & Peepe Lumber Mill Storm Water Sampling Plan Glendale Drive, Arcata, California	Project Location  SHN 020189.050
	January 2021	SWSP_Fig1_ProjectLocation

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Former McNamara & Peepe Lumber Mill  
Storm Water Sampling Plan  
Glendale Drive, Arcata, California

Site Plan with  
Surface Water Sample Locations  
SHN 020189.050

January 2021

SWSP\_Fig2\_SitePlan

Figure 2

Nicole Yuen, California Environmental Protection Agency Department of Toxic Substances Control  
**Surface Water Sampling and Analysis Plan, Former McNamara and Peepe Lumber Mill**  
January 21, 2021  
Page 2

**SW-1.** Central site drainage conveyance located topographically higher in elevation than the capped area is intended to identify contaminants in site storm water away from the cap.

**SW-2.** Located east of the central drainage in a conveyance structure upstream from the cap. This location is intended to identify contaminants in storm water before contact with the cap.

**SW-3.** Southern drainage ditch upstream sample location is intended to assess surface water from the western portion of the site entering the ditch.

**SW-4.** Southern drainage ditch adjacent to the cap and downgradient of two site monitoring wells (MW-1 and MW-12) with elevated concentrations of PCP and TCP. This sample location is intended to assess potential impacts from soils and groundwater in the source area that may be comingling with surface water.

**SW-5.** Downstream surface water sampling location in the southern drainage ditch to identify potential contaminants leaving the site.

## Field Program

Upon approval of the surface water SAP, laboratory-supplied containers will be acquired for sample collection and weather conditions will be monitored for scheduling the sampling event. During a sufficient stormwater discharge event, SHN staff will mobilize to the site with appropriate equipment to complete sample collection at the five identified surface water sampling locations.

Surface water sample collection will be conducted in accordance with applicable procedures as described in Section 5 (Monitoring Implementation Plan) of the existing stormwater pollution prevention plan (SWPPP) prepared for the Royal Gold facility as part of the industrial general permit (Streamline, 2017). The facility SWPPP can be accessed by entering Royal Gold in the Site/Facility Name on the California State Water Resources Control Board Stormwater website:

<https://smarts.waterboards.ca.gov/smarts/faces/PublicDataAccess/PublicNoISearch.xhtml>

Procedures for the collection, handling, documentation, and quality controls identified in the SWPPP for surface water sampling will be followed to ensure samples collected are representative of site conditions. Samples collected from the site will be transported to the designated testing laboratory under proper chain of custody documentation.

## Laboratory Analysis

Surface water samples collected during the field program will be analyzed for the following constituents:

- Chlorinated phenols (PCP and TCP) by National Council for Air and Stream Improvement, Inc. Method 86.07, and
- Chlorinated dibenzodioxins and chlorinated dibenzofurans (dioxins and furans) by U.S. Environmental Protection Agency (EPA) Method 8290.



Nicole Yuen, California Environmental Protection Agency Department of Toxic Substances Control  
**Surface Water Sampling and Analysis Plan, Former McNamara and Peepe Lumber Mill**  
 January 21, 2021  
 Page 3

PCP and TCP testing will be completed by North Coast Laboratories, Ltd. located in Arcata, California. The reporting limit (RL) and method detection limit (MDL) for each constituent are as follows:

- PCP: RL = 0.3 micrograms per liter (ug/L); MDL = 0.084 ug/L
- TCP: RL = 1.0 ug/L; MDL = 0.32 ug/L

Dioxin and furan testing will be completed by Frontier Analytical Laboratory, located in El Dorado Hills, California. The RL for 2,3,7,8- tetrachlorobenzene-p-dioxin (TCDD) will be 5.0 picograms per liter (pg/L) and the MDL will be 0.3 pg/L. Both testing laboratories are California State certified.

## Reporting

Following receipt of laboratory analytical testing results for the surface water samples, a letter report will be prepared and submitted to Department of Toxic Substances Control. The report will include a summary of sample collection activities, laboratory analytical results, and an evaluation of sample collection and testing quality controls.

Please call me at (707) 441-8855 if you have questions or comments regarding this surface water sampling plan.

Sincerely,

**SHN**

Erik J. Nielsen, P.G., C.H.G.  
 Senior Hydrogeologist

EJN:lam



## References

Engineering Remediation Resource Group. (December 2019). *Technical Memorandum August 2019 Groundwater Monitoring Event McNamara and Peepe Lumber Mill 1619 Glendale Drive, Arcata, California.*

National Geographic Society. (2013). Accessed through ESRI i-cubed January 15, 2021. NR:NGS.

Streamline Planning Consultants. (October 2017). *Stormwater Pollution Prevention Plan, Royal Gold Premium Potting Soils, Arcata California. WDID: 1 121025790. Arcata, CA:SPC.*



**John Friedenbach**

---

**From:** John Friedenbach <friedenbach@hbmwd.com>  
**Sent:** Thursday, January 28, 2021 8:12 AM  
**To:** 'Yuen, Nicole@DTSC'  
**Cc:** 'Anne Baptiste'  
**Subject:** RE: McNamara and Peepe Surface Water Sampling Plan

Hi Nicole,

Yes, I did receive the Surface Water Sampling Plan. Thank you for providing it to us for comments. We do have a couple of minor items:

1. The Plan proposes testing in the general vicinity of MW-1, but there may be a discrepancy between the map and description of where SW testing will occur. On p. 4 the Plan says SW-4 will be located *downgradient* of MW-1 and MW-12. The p.3 map does not accurately portray this—at least as compared to the “GW Well Map” from the 2019 Monitoring Report. As compared to that map, it looks like SW-4 will be *upgradient* of MW-1 and possibly MW-12. You may want to clarify this.
2. Middle of p. 2, it says sample during a "sufficient stormwater discharge event." Does that need to be numerically defined? We looked up the NWS records from Eureka, and it rained just over 1" on Jan. 12 when SHN went out to inspect the site.
3. While SHN is on site for the testing, could they confirm that the stockpiled soil covers are intact and fully protecting them from rain and potential runoff?

We are looking forward to the sampling results.

Thank you,

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
www.hbmwd.com  
707-443-5018 work  
707-362-7509 cell



**From:** Yuen, Nicole@DTSC <Nicole.Yuen@dtsc.ca.gov>  
**Sent:** Wednesday, January 27, 2021 5:49 PM  
**To:** John Friedenbach <friedenbach@hbmwd.com>

**FOURTH FIVE-YEAR COMPREHENSIVE REVIEW  
FORMER McNAMARA AND PEEPE LUMBER MILL  
1619 GLENDALE DRIVE  
MCKINLEYVILLE, CALIFORNIA**

**CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
Site Mitigation and Restoration Program**

June 2020 ✓6

Prepared by:

Nicole Yuen  
DTSC Project Manager  
Environmental Scientist

Reviewed by:

Cheryl Prowell  
Supervisory Hazardous Substance Engineer  
Engineer License Number: C67327



A handwritten signature in cursive script, appearing to read 'Cheryl Prowell', is written over the circular professional seal.



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## **1.0 Introduction**

### **1.1 Authority Statement**

The Department of Toxic Substances Control (DTSC) conducted this five-year review pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, Section 121(c), the National Oil and Hazardous Substances Pollution Contingency Plan, Section 300.400(f)(4)(ii).

### **1.2 Purpose**

The purpose of a five-year review is to ensure that a remedial action remains protective of public health and the environment and is functioning as designed. In addition, five-year review reports identify issues found during the review, if any, and document recommendations to address them. This is required by statute and is the fourth five-year review for the former McNamara & Peepe Lumber Mill (Site).

This report serves as the fourth Five-Year Comprehensive Review for the remedial actions performed at the former McNamara & Peepe Lumber Mill located at 1619 Glendale Drive, McKinleyville, Humboldt County, California (Figure 1).

## **2.0 Background**

### **2.1 Site Location and Description**

The Site is located in McKinleyville, an unincorporated community approximately five miles north of Arcata. The Site totals 26 acres located north and south of Glendale Drive. The northern portion of the Site is located at 1619 Glendale Drive (Assessor Parcel Numbers [APNs]: 516-091-020, 516-101-040, 516-101-060, 516-111-062, 516-111-063, 516-111-066, and 516-111-064). Some of these parcels have been sold to new owners since Blue Lake ceased operations in 2002. The southern portion of the Site is located at 1678 Glendale Drive (APNs: 516-151-003 and 516-151-004) and contains the New Dip Tank Building. The Mad River is located approximately ¼ mile south of the site.

### **2.2 Site History**

The Site has been used as a lumber mill since the late 1940s, finally ceasing operations in 2002. Beginning in April 1967, approximately eight percent of the rough green lumber was treated by immersion in a chemical fungicide containing pentachlorophenol (PCP) and tetrachlorophenol (TCP) for the purpose of preventing mold and fungal growth. From April 1967 to May 1984, this chemical fungicide was applied to processed lumber in dip tanks in an area known as the green chain. Spillage and drippings of the wood solutions are believed to have caused PCP and TCP contamination of the soil and groundwater in this area. The contamination is believed to have

occurred during the ownership and operation under Molalla-Arcata (1950 to 1969) and McNamara and Peepe (1969 to 1984).

In June 1981, a PCP spill occurred at the green chain building. Between August and December 1981, the dip tank operation at the green chain was dismantled and a new dip tank was installed in an existing building on the southern end of the Site, just south of Glendale Drive. Untreated lumber was dipped in a PCP-based solution at this location until McNamara and Peepe ceased operations after filing for bankruptcy in 1985.

From 1987 through 1989, remedial investigations were conducted by the M&P bankruptcy trustee under the oversight of Department of Health Services (DHS). Initially the remedial investigation focused on five areas of potential contamination on the Site. However, it was determined that only the green chain area had significant levels of contamination. The green chain area consisted of a conveyor system that was used to move lumber and included the original dip tanks where lumber was submersed in a PCP solution. In March 1989, DHS issued a Remedial Action Order to M&P requiring M&P to determine the nature and extent of the release at the Site, characterize the Site, prepare a Remedial Action Plan (RAP), and conduct remediation of the Site. In December 1994, DTSC approved a RAP for the Site. The RAP included consolidation of contaminated soils and placement of a cap over the soils in the green chain area to prevent PCP and TCP detected in the soil from being discharged to the groundwater beneath the Site and to surface waters draining from the Site. This was completed by March 1998.

A land use covenant (LUC) was recorded with Humboldt County in February 1998. The LUC required maintenance of the cap in the green chain area as well as maintenance of the concrete slab floor where the new dip tank was installed in the southern property building. DTSC certified the completion of all appropriate remedial actions at the Site and that all acceptable engineering practices were implemented in March 1998. However, the site was still subject to ongoing operation and maintenance activities. Blue Lake was still operating the Site at this time.

In April 2002, Blue Lake ceased operations at the Site and filed for bankruptcy. With the completion of the bankruptcy in February 2003, Blue Lake was ordered by the bankruptcy court to continue the operation and maintenance at the Site as required by the DTSC-approved Operations and Maintenance (O&M) agreement dated August 15, 1997. Blue Lake did continue to monitor the groundwater and inspect the cap. However, the last time Blue Lake conducted groundwater monitoring and the annual cap inspection was in 2005.

DTSC issued a Decertification on December 28, 2018, rescinding the March 9, 1998 Remedial Action Certification. DTSC stated that the remedy selected in the 1994 RAP was no longer protective for the following reasons: rising groundwater level has mobilized PCP/TCP in soil beneath the Green Chain area; surface water can percolate through PCP/TCP-impacted soil present below the former saw mill as the area is partially unpaved and/or covered with a

building foundation in poor condition; and PCP/TCP can migrate offsite in groundwater or surface water runoff across the former saw mill area.

Since 2005, DTSC has conducted soil and groundwater investigations. The site consists of the cap with an open aluminum cover over it and building foundations/slabs from previously removed structures. Royal Gold is currently leasing the portion of the Site north of Glendale Drive from Blue Lake and using the land for manufacturing compost. The Site use is expected to remain commercial/industrial for the near future. The current owner of the southern portion of the Site has proposed building a cannabis growing and manufacturing facility on top of the concrete slab floor of the former new dip tank building but the project is still in the planning stage.

### 2.3 Groundwater Conditions

Groundwater elevations at the Site have risen approximately 10 feet since 2002. PCP and TCP were not detected in significant concentrations in groundwater samples until December 2003. Weiss Associates (Weiss, 2006) suggested that the elevated levels of PCP and TCP mobilizing into groundwater may be due to Blue Lake ceasing operations at the Site due to filing for bankruptcy in April 2002 and stopped extracting groundwater from the water supply well. Groundwater elevations from 1998 to 2019 for wells MW-1, MW-5, MW-7, MW-8, and MW-9 are presented in Table 2 and Figure 3. Groundwater elevations measured in January 1998 are likely higher than average due extreme rainfall associated with the 1997-1998 El Niño event.

Wells MW-10, MW-11, and MW-12 were installed in 2010 and 2011 and thus are not included.

Average Groundwater Concentrations Pre-April 2002 and Post-April 2002:

#### MW-1

- Pre-April 2002: 74.85 ft msl
- Post-April 2002: 84.36 ft msl
- Difference: 9.51 ft msl

#### MW-5

- Pre-April 2002: 76.15 ft msl
- Post-April 2002: 84.69 ft msl
- Difference: 8.54 ft msl

#### MW-7

- Pre-April 2002: 71.84 ft msl
- Post-April 2002: 85.68 ft msl
- Difference: 13.84 ft msl

#### MW-8

- Pre-April 2002: 77.51 ft msl
- Post-April 2002: 87.23 ft msl
- Difference: 9.72 ft msl

#### MW-9

- Pre-April 2002: 82 ft msl
- Post-April 2002: 88.76 ft msl
- Difference: 6.76 ft msl

### **3.0 Remedial Actions**

#### **3.1 Basis for Taking Action**

##### Contaminants of Concern

Soil: PCP, TCP, chlorinated dibenzodioxins (CDDs), chlorinated dibenzofurans (CDFs)

The primary exposure pathways evaluated in the 1994 RAP are the following:

- Dermal exposure through direct contact with soil (i.e. incidental soil ingestion and dermal contact with surface soils) by current on-Site adult workers or by the future hypothetical residential population
- Ingestion of surface water in Mill Creek by campers, fishermen, or wading children
- Ingestion of groundwater through the on-Site production well
- Ingestion of fish in Mill Creek by fishermen

#### **3.2 Remedial Actions Performed**

On December 5, 1994, a RAP for the site was approved by DTSC (Trans Tech Consultants, 1994). The RAP called for consolidation of contaminated soils and a cap placed over the soils in the green chain area to prevent the PCP and TCP detected in the soil from being discharged to the groundwater beneath the site and to surface waters draining from the site.

In 1997, remediation of the Site was conducted by removing all equipment and structures from the green chain area. Impacted materials including drill cuttings and concrete were placed in a trench in the green chain area. The trench was then covered with a 15-inch thick reinforced concrete slab (cap). The trench was approximately 10 feet wide, 18 feet long, and 5 feet deep and was located at mid-span under the west end of the concrete cap. The cap was designed to

resist water infiltration and to provide future use for the lumber mill operations. The remedial actions were completed by March 1998 (Brown and Caldwell, 1997).

The remediation goals established for soil, surface water, and groundwater at the Site considered the reduction of exposure concentrations that would result in an excess cancer risk of less than  $1 \times 10^{-6}$ , or non-cancer hazard quotients of less than one.

Soil remediation goals to lower lifetime cancer risk to less than  $1 \times 10^{-6}$ :

- The concentration of dioxin congeners in soil would need to be reduced to an average concentration toxicologically equivalent to 2,3,7,8-tetrachlorodibenzodioxin (2,3,7,8-TCDD) of 0.003 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ) from a maximum level of 0.198  $\mu\text{g}/\text{kg}$ .
- PCP concentrations would have to be reduced to an average concentration of 1.75 milligram per kilogram ( $\text{mg}/\text{kg}$ ) from an average of 16  $\text{mg}/\text{kg}$ .

Surface water remediation goals to lower lifetime cancer risk to less than  $1 \times 10^{-6}$ :

- The lifetime cancer risk for ingestion of fish is  $40 \times 10^{-6}$ . Remedial measures taken to mitigate direct human contact with PCP in surface soil should effectively attain this surface water remediation goal by preventing offsite migration of soil-borne contaminants to Mill Creek via drainage and overland flow.

### **3.3 Land Use Covenant**

A "Covenant to Restrict Use of Property" was executed between M&P; Blue Lake Forest Products, Inc.; and DTSC in February 1998, a land use restriction was recorded with Humboldt County and the Site was certified in March 1998 (DTSC, 1998). The Covenant covers two restricted areas: the portion of the property where the concrete protective cover was installed over the former green chain (the Cap) and the portion of the property where the concrete slab floor of the unit dip tank building is located (Concrete Slab Restricted Area). Contaminated soils containing PCP, TCP, dioxins, and dibenzofurans lie beneath the Cap and the Concrete Slab Restricted Area. The Covenant restricts the use of the Cap and the Concrete Slab Restricted Area to commercial industrial activities and prohibits the building of residences, hospitals, daycares, or schools for persons under 21 years. The Covenant also requires that the integrity of the Cap and Concrete Slab Restricted Area should be maintained at all times and that the contaminated soil beneath the Cap and Concrete Slab Restricted Area shall not be disturbed without a Soil Management Plan previously approved by the Department.

### **3.4 Operation and Maintenance**

As outlined in the Enforceable Monitoring and Maintenance Agreement and Amendment (DTSC, 1997 and 1998) and the Post Remedial Operation and Maintenance Plan (DTSC, 1997), these Plans were intended to:

1. Provide detection of contamination migration from existing contaminants in the soil to the underlying groundwater,
2. Provide early warning of failure in the closure system,
3. Confirm that the remedial action taken is preventing the migration of contaminants at concentrations of concern.

These goals were to be obtained by groundwater monitoring from five monitoring wells, surface runoff sampling, and annual site inspections (Cap and concrete slab at new dip tank area). Annual monitoring and cap inspections have been conducted since the implementation of the Monitoring Plan. The storm water sampling requirement was rescinded by the North Coast Regional Water Quality Control Board in November 2002. In addition, since April 2002 the new dip tank building where the concrete slab is located has not been used for wood treatment. The parcel was sold in 2002 and is no longer used in the process of lumber. Inspections of the concrete slab were discontinued after 2005.

Five-Year Reviews are to occur every five-years from date of capping to project termination (if and when this occurs). This report is the fourth in the series of Five-Year Reviews.

#### 3.4.1 Inspections of the Concrete Slab Restricted Area and the Cap

Initially, quarterly cap inspections of the Cap located at the former green chain were required as outlined in the Operation and Maintenance Plan. Then annual cap inspections were conducted since 2001. During each inspection, the Cap was evaluated for signs of:

1. Erosion
2. Cracking
3. Disturbance by cold weather
4. Seepage
5. Subsidence
6. Settlement
7. Overall cap stability
8. Condition of the surveyed benchmark.

Except for minor cracking, past inspections have found no signs of the above conditions. All cracks and cold joints were sealed with an asphaltic sealer in 2001. The overall stability of the Cap continues to be good.

The Concrete Slab Restricted Area is protected from rain by the existing structure and a system of curbs and berms around the building. A full inspection of the Concrete Slab Restricted Area was last conducted in 2008. Only portions of the Concrete Slab Restricted Area were inspected in 2011 and 2019 due to the presence of large vehicles being stored onsite. The portions of the Concrete Slab Restricted Area located within the dip tank building were not inspected in 2011 or 2019.



### **3.5 Applicable or Relevant and Appropriate Requirements Review**

Changes in applicable or relevant and appropriate requirements since the RAP was prepared are addressed in Question B of Section VI – Technical Assessment.

## **4.0 Conclusions and Recommendations from Previous Five-Year Review Reports**

### **4.1 First Five-Year Review Report**

The First Five-Year Review report was prepared in December 2002 by Winzler and Kelly and concluded that the remedial alternative appeared to be functioning as designed and intended and appeared to be protective of human health and the environment. The new dip tank building and its associated Concrete Slab Restricted Area were sold due to Blue Lake declaring bankruptcy. The former dip tank had been filled with clean aggregate fill, capped with 4 to 6 inches of concrete, and a new 4-inch thick concrete floor had been poured over the entire existing building floor.

The report recommended the following:

- Abandonment of well AW-1 located at the dip tank building as all groundwater samples collected since 1997 contained non-detectable concentrations of all analytes tested.
- Discontinuing surface water sampling for PCP and TCP as PCP had not been detected in stormwater runoff since January 2000 and had not been detected at levels above the Maximum Contaminant Level (MCL) since October 1999.
- Annual groundwater monitoring be performed in wells MW-1, MW-5, and MW-7 only due to non-detect to low levels of PCP detected in the groundwater samples in the past five years.
- Annual inspection of the green chain cap to be continued.

### **4.2 Second Five-Year Review Report**

The Second Five-Year Review report was prepared in July 2008 by Winzler and Kelly and concluded that the green chain cap no longer appeared to be protective of groundwater resources due to elevated detections of PCP and TCP in groundwater. The remedy was not functioning as intended.

The report recommended the following:

- A Feasibility Study/Remedial Action Plan be developed to assess remedial alternatives
- The annual groundwater monitoring and cap inspection continue until the implementation of the Remedial Action Plan

- Groundwater sampling and inspections of the dip tank building cap (Concrete Slab Restricted Area) be discontinued due to sample results consistently show no impacts in the area

#### **4.3 Third Five-Year Review Report**

The Third Five-Year Review report was prepared in November 2014 by DTSC.

The report stated that the selected remedy no longer appears to be protective of groundwater resources and recommended the following:

- A Feasibility Study be conducted to assess remedial alternatives for groundwater
- A RAP Amendment be developed based on the results of the Feasibility Study
- Groundwater monitoring and cap inspections continue until the implementation of the RAP Amendment

#### **4.4 Progress Since the Last Five-Year Review**

This section summarizes implementation of the recommendations from the last five year review.

Apex Companies, LLC (Apex) prepared a Remedial Alternatives Technical Memorandum evaluating remedial alternatives to address PCP and TCP impacts to groundwater at the Site in December 2017. The Technical Memorandum recommended an enhanced in-situ bioremediation (EISB) pilot test near the source area to evaluate remedial effectiveness and determine design parameters (e.g. injection point spacing and injection rates) for potential full-scale implementation. The Technical Memorandum also recommended extending the engineered concrete cap to the west.

Apex prepared a draft RAP Amendment which was accepted but not approved by DTSC in July 2019 as it did not meet our quality standards. The RAP Amendment is thus not posted on Envirostor. The RAP Amendment presented EISB as the selected remedial alternative. EISB would be implemented through the injection of substrate(s) for source reduction at the Site and as migration control at transects placed across the groundwater plume. DTSC will revise the Apex RAP Amendment to meet our quality standards and to identify the groundwater amendments pending the results of the planned bench scale test and pilot study (See Section 7.0).

Six groundwater monitoring events have taken place since the last Five-Year Review.

## 5.0 Five-Year Review Process

### 5.1 Site Inspection

Sagar Bhatt and Nicole Yuen of DTSC conducted a site visit to the Site on August 21<sup>st</sup>, 2019 to observe Engineering and Remediation Resources Group, Inc. (ERRG) conduct groundwater sampling. Photographs were taken to document the site visit. Weather conditions were partly sunny and dry. Sagar Bhatt and Nicole Yuen observed industrial activity related to the manufacture of compost occurring at the Site. The engineered concrete Cap at the former green chain appeared to be in good condition. Sagar Bhatt and Nicole Yuen observed portions of the Concrete Slab Restricted Area which appeared to be in good condition. The portion of the Concrete Slab Restricted Area located within the dip tank building was not inspected. One well, MW-5, was unable to be sampled due to the well monument being rusted shut.

### 5.2 Regulatory Oversight

DTSC acted as lead agency during the remedy selection and implementation. DTSC retains lead agency status and conducted the five-year review. No new agencies are involved with the Site.

### 5.3 Data Review

From November 2014 to November 2019, six groundwater monitoring sampling events have occurred. Groundwater samples were analyzed for PCP and TCP for all six groundwater monitoring events. Supplemental groundwater analyses were conducted during select monitoring events (Table 3). MW-7, MW-8, MW-9, and MW-10 had no detections of PCP or TCP for all six monitoring events. MW-11 had a single detection of PCP in May 2017 at 1.9 µg/L. MW-12 had its highest detections of PCP during the May 2016 sampling event at 120 µg/L. MW-1 had its highest detection of PCP during the August 2019 sampling event at 1,200 µg/L.

#### 5.3.1 May 2015 Sampling Event

PCP was detected above reporting limits in four of the eight monitoring wells sampled. Detected concentrations were reported at 690 and 560 µg/L in MW-1 (primary and duplicate samples); at 35 µg/L in MW-5; at 0.39 µg/L in MW-7; and at 52 µg/L in MW-12. TCP was detected at 14 µg/L in MW-1 and at 4.3 µg/L in MW-5.

#### 5.3.2 November 2015 Sampling Event

PCP was detected above reporting limits in four of the eight monitoring wells sampled. Detected concentrations were reported at 610 and 670 µg/L in MW-1 (primary and duplicate samples); at 65 µg/L in MW-5; at 51 µg/L in MW-12; and at 0.67 µg/L in MW-11. TCP was detected at 120 µg/L in MW-1 (primary and duplicate) and at 3.3 µg/L in MW-5.

### 5.3.3 May 2016 Sampling Event

PCP was detected above reporting limits in three of the eight monitoring wells sampled. Detected concentrations were reported at 830 and 1,100 µg/L in MW-1 (primary and duplicate samples); at 56 µg/L in MW-5; and at 120 µg/L in MW-12. TCP was detected at 8 µg/L in MW-1 and 1.6 µg/L in MW-5.

### 5.3.4 December 2016 Sampling Event

PCP was detected above reporting limits in three of the eight monitoring wells sampled. Detected concentrations were reported at 1.2 µg/L in MW-1 (primary and duplicate); at 39 µg/L in MW-5; and at 46 µg/L in MW-12. TCP was detected at 2.3 µg/L in MW-5.

Five of the eight wells were analyzed for the following supplemental analyses:

- Dehalococcoides (DHC), Desulfitobacterium (DSB), PCP Regulator Gene (pcpR), Maleylacetate Reductase (pcpE), and PCP-4-Monooxygenase (pcpB)
- Dissolved chromium, iron, arsenic
- Hexavalent chromium
- Ferrous iron
- Nitrate, sulfate, and chloride

Microbial assay results (Table 3):

- DHC were detected above laboratory reporting limits in four of the five wells samples. Concentrations ranged from 1.1 cells per milliliter (cells/mL) to 24.8 cells/mL
- DSB were detected above laboratory reporting limits in each of the five (5) wells sampled. Concentrations ranged from 2.1 cells/mL (J-flagged) to 50.8 cells/mL
- pcpR were detected above laboratory reporting limits in each of the five (5) wells sampled. Concentrations ranged from 1,070 cells/mL to 23,400 cells/mL
- pcpE were detected above laboratory reporting limits in each of the five (5) wells sampled. Concentrations ranged from 49.8 cells/mL to 636 cells/mL
- pcpB were detected above laboratory reporting limits in each of the five (5) wells sampled. Concentrations ranged from 1,040 cells/mL to 53,900 cells/mL

Inorganic results:

- Nitrate was detected above laboratory reporting limits in four (4) of the five (5) wells sampled. Detected nitrate concentrations ranged from 0.11 mg/L to 1.1 mg/L. Nitrate was not observed in well MW-5.

- Total dissolved iron was detected above laboratory reporting limits in three (3) of the five (5) wells sampled. Detected total dissolved iron concentrations were from 25 µg/L in well MW-1, 58 µg/L in well MW-10, and 330 µg/L in well MW-5.
- Ferrous iron was detected in one well, MW-5, at a concentration of 600 µg/L.
- Sulfate was detected above laboratory reporting limits in each of the five (5) wells sampled. Detected sulfate concentrations ranged from 1.5 mg/L to 18 mg/L.
- Chloride was detected above laboratory reporting limits in each of the five (5) wells sampled. Detected chloride concentrations ranged from 0.96 mg/L to 45 mg/L.
- Dissolved chromium, hexavalent chromium and arsenic were not detected above laboratory reporting limits in any of the wells.

#### 5.3.5 May 2017 Sampling Event

PCP was detected above laboratory reporting limits in four of the eight monitoring wells sampled. Detected concentrations were reported at 530 and 570 µg/L in MW-1 (primary and duplicate); at 46 µg/L in MW-5; at 1.9 µg/L in MW-11; and at 81 µg/L in MW-12. TCP was detected at 7.9 and 8.4 µg/L in MW-1 (primary and duplicate) and at 2.3 µg/L in MW-5.

#### 5.3.6 August 2019 Sampling Event

ERRG conducted a groundwater monitoring sampling event on behalf of DTSC in August 2019. Groundwater samples were collected from seven of the eight groundwater monitoring wells at the Site (MW-1, MW-7, MW-8, MW-9, MW-10, MW-11, and MW-12). One monitoring well, MW-5, was unable to be accessed because the well box cover was rusted shut. All samples were analyzed for PCP, TCP, and volatile organic compounds (VOCs). MW-1, MW-7, and MW-10 were additionally analyzed for hexavalent chromium (Cr[VI]) and total petroleum hydrocarbons as diesel (TPHd). Groundwater samples from MW-1 and MW-10 were also analyzed for dioxins (Table 4).

PCP and TCP were detected above laboratory reporting limits in two of the seven monitoring wells. PCP was detected at 1,200 µg/L in MW-1 and 110 µg/L in MW-12 and TCP at 29 µg/L in MW-1 and 1.7 µg/L in MW-12. Cr(VI) was not detected above the reporting limits in wells. TPHd was detected at 740 µg/L in MW-1, and 280 µg/L and 210 µg/L in MW-10 (primary and duplicate).

DTSC's Human and Ecological Risk converted the dioxin detections using the toxic equivalency factors into 2,3,7,8-tetrachlorodibenzo-p-dioxin (2,3,7,8-TCDD) toxic equivalents (TEQs) for comparison to the MCL of 30 pg/L and Public Health Goal (PHG) of 0.05 pg/L (Table 5). The three samples (MW-1, MW-10, and a field duplicate from MW-10) had compound concentrations flagged by the laboratory as J (detected but below the Reporting Limit); B (compound detected in the method blank and the sample); and q (a maximum possible concentration estimate due to interference). The MW-10 Field Duplicate likely contains

detections that are laboratory artifacts as the method blank associated with this sample contained detections. The 2,3,7,8-TCDD TEQs for the three samples are:

- MW-1            31 pg/L
- MW-10         0.1 pg/L
- MW-10 FD     3.7 pg/L.

The 1994 RAP does not establish cleanup goals for groundwater. Only MW-1 exceeds the MCL of 30 pg/L. All three exceed the PHG of 0.05 pg/L.

Dioxins are characterized by extremely low vapor pressures, high octanol-water partition coefficients ( $K_{ow}$ ), high soil organic carbon-water partitioning coefficients ( $K_{oc}$ ), and extremely low water solubilities. These factors indicate a strong affinity for soil, particularly soil with high organic content. The strong adsorption to soil, low water solubilities, and high  $K_{oc}$  result in dioxins being extremely immobile compounds in groundwater. Once sorbed to particulate matter or bound in the sediment organic phase, dioxins exhibit little potential for leaching or volatilization. For example, an average  $K_{oc}$  for 2,3,7,8-TCDD is 24,500,000 liters per kilogram ( $L/kg$ )<sup>1</sup> compared to the  $K_{oc}$  value for pentachlorophenol (PCP) of 1250  $L/kg$ <sup>2</sup>.

EPA recommends using the Food and Agriculture Organization of the United Nations (FAO) Mobility Classification based on  $K_{oc}$  for evaluating how mobile a contaminant will be in soil. According to the KAO Mobility Classification, a  $K_{oc}$  value between 1,000 to 10,000 is considered slightly mobile. Any  $K_{oc}$  value exceeding 100,000 is considered immobile<sup>3</sup>.

Therefore, dioxins do not easily dissolve in water and most of the dioxins that enter water sources become strongly attached to particles and eventually settle in the sediment. Based on the  $K_{oc}$  values, PCP would travel further in groundwater than dioxins.

## 6.0 Technical Assessment

Following the United States Environmental Protection Agency guidance for conducting five-year reviews, a technical assessment to determine the protectiveness of the remedy implemented at the Site was performed by addressing the following three questions.

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<sup>1</sup> [https://pubchem.ncbi.nlm.nih.gov/compound/2\\_3\\_7\\_8-Tetrachlorodibenzo-P-dioxin#section=Environmental-Fate-Exposure-Summary](https://pubchem.ncbi.nlm.nih.gov/compound/2_3_7_8-Tetrachlorodibenzo-P-dioxin#section=Environmental-Fate-Exposure-Summary)

<sup>2</sup> <https://pubchem.ncbi.nlm.nih.gov/compound/Pentachlorophenol#section=Environmental-Fate-Exposure-Summary>

<sup>3</sup> <https://www.epa.gov/pesticide-science-and-assessing-pesticide-risks/guidance-reporting-environmental-fate-and-transport>

**6.1 Question A: Is the remedy functioning as intended by the decision documents?**

The cap placed over the green chain area continues to provide protection against direct exposure to impacted soil and surface water runoff. However, it does not appear to be functioning as intended with regards to protection of groundwater resources as PCP and TCP concentrations in groundwater, previously not detected at concentrations exceeding 1 µg/L, began increasing in 2003, reaching a maximum of 2,200 µg/L in MW-1 in 2010. This is not due in any part to failure of the cap, but due to the unexpected rise in groundwater elevations most likely due to the cessation of use of the lumber mill production well when the facility closed as discussed in Section 2.3.

The purpose of the remedial actions at this site (i.e. capping of the area under the green chain) was "to prevent the discharge of hazardous substances deposited in the soil in that portion of the Site to the groundwater beneath, and to surface waters draining from the site" (pg. 3, *Enforceable Monitoring and Maintenance Agreement*). This concrete cap at the green chain appears to be preventing discharge to surface waters, but PCP and TCP have mobilized in the groundwater.

Soil samples were collected by URS Corporation (URS) in November 2011 and April 2012 within the foundation of the former Saw Mill building which lies immediately east of the Cap. Five borings were advanced to depths of 15 ft bgs. PCP was detected at 1.8 mg/kg at 3 ft bgs and at 2.2 mg/kg at 6 ft bgs in EB-12 during the November 2011 sampling event. PCP was detected at a maximum concentration of 40 mg/kg at EB-18 at 6 ft bgs, although the duplicate sample from the same depth only had a concentration of 2.2 mg/kg of PCP during the April 2012 sampling event. This area is currently paved which effectively functions as an extension of the engineered Cap.

Based on groundwater results, the remedy does not appear to be functioning fully as intended.

**6.2 Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives used at the time of remedy selection still valid?**

The toxicity data and cleanup levels still valid. However, the exposure assumptions with regards to potential and actual groundwater impacts are no longer valid. The cap over the impacted soils prevents direct exposure to the residual contaminants of concern, but current data indicates the remedy is no longer successful in preventing indirect exposure via groundwater.

However, due to the impact to groundwater and the possible migration of the groundwater plume downgradient to the Mad River which serves as a drinking water source for Humboldt County, there is a potential for exposure through drinking water.

### **6.3 Question C: Has any other information come to light that could call into question the remedy?**

Recent groundwater sampling data indicates the remedial alternative is no longer protective of groundwater resources, not due to its failure, but due to increased groundwater elevations. In summary, the selected remedial alternative appears to no longer be protective of groundwater resources and a new alternative should be evaluated.

## **7.0 Recommendations and Follow-Up Actions**

As detailed in Section 3.0, the concrete cap no longer appears to be protective of groundwater resources. It is recommended:

- A laboratory bench scale test be conducted to assess in-situ remedial alternatives for the biodegradation of PCP and TCP.
- A pilot study be conducted at the Site to assess in-situ remedial alternatives for the biodegradation of PCP and TCP.
- The Apex RAP Amendment be revised based on the results of the pilot study.
- The annual groundwater monitoring and cap inspection continue until the implementation of the RAP amendment.
- Conduct dioxin sampling in downgradient wells

## **8.0 Protectiveness Statement**

The concrete cap over the green chain area appears to still be in good condition and is preventing direct exposure to the PCP/TCP impacted soils. However, groundwater elevations have increased at the site and PCP/TCP impacts have been documented in groundwater monitoring wells since 2003.

Based on the monitoring data collected over the past five years, it appears that the remedial actions at the Site are no longer protective of groundwater resources and the original goals established in the Remedial Action Plan.

## **9.0 Next Review**

The next five-year review will be prepared in March 2025.

## **10.0 References**

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Winzler & Kelly, 2004b. Groundwater Sample Results for MW-1 at Blue Lake Forest Products Facility. July.

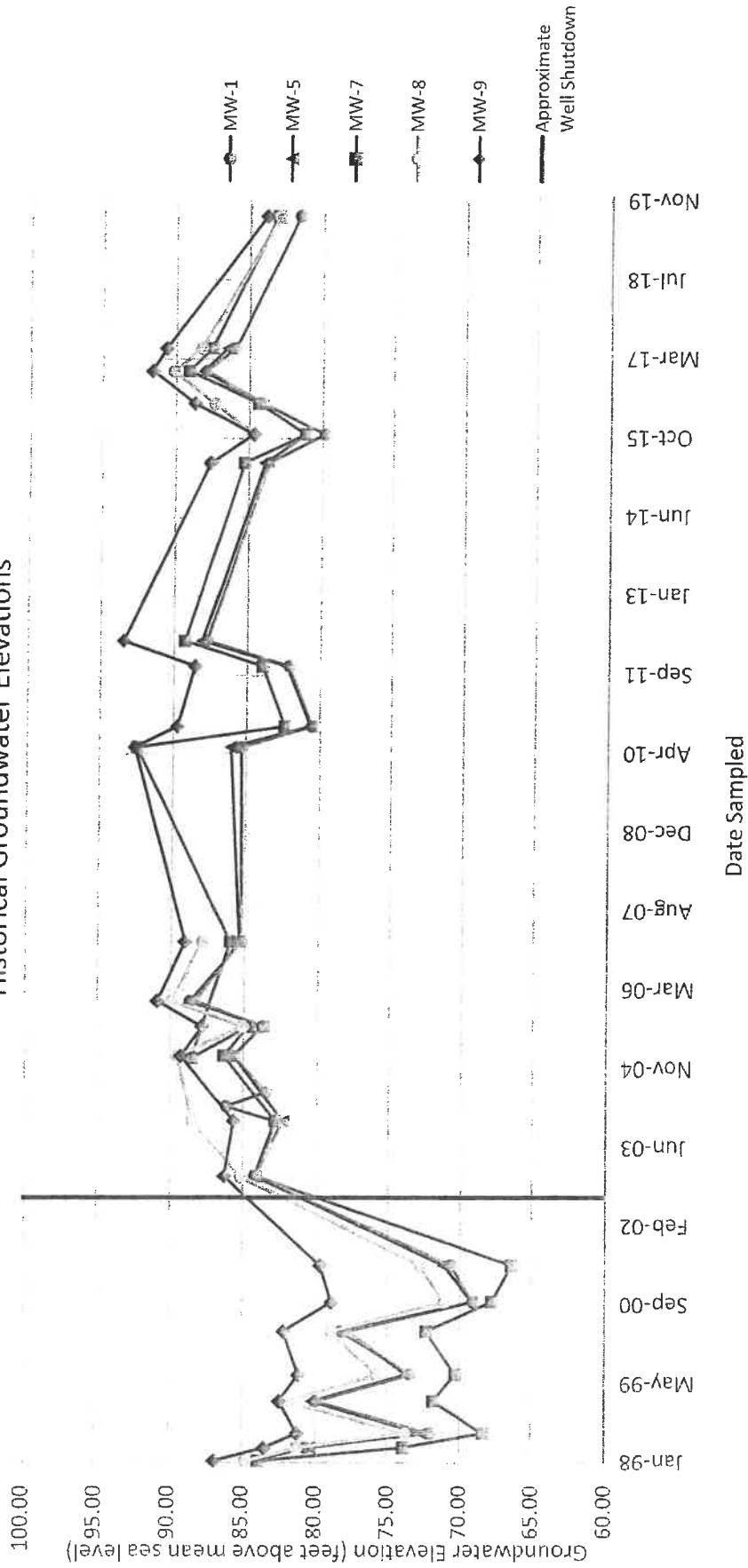
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Winzler & Kelly, 2007. Groundwater Annual Monitoring Report and Cap Inspection, at Blue Lake Forest Products Facility. March.

Winzler & Kelly, 2008. Five-Year Comprehensive Review for Blue Lake Forest Products Former McNamara and Peepe Lumber Mill. July.

Figure 3  
Historical Groundwater Elevations



Note: MW-8 was not sampled between June 2010 and April 2015.

Table 1. Well Construction Details					
Well ID	Date Installed	Top of Casing Elevation (ft above msl)	Screened Interval (ft bgs)	Casing Diameter (in)	Sounded Well Depth (ft bgs)
MW-1	1988	90.54 <sup>1</sup>	19-23	4	23.26 <sup>1</sup>
MW-5	1988	92.29 <sup>1</sup>	18-23	4	24.08 <sup>1</sup>
MW-7	1997	97.37 <sup>1</sup>	22-37	4	38.37 <sup>1</sup>
MW-8	1997	96.04 <sup>1</sup>	7-24	4	25.09 <sup>1</sup>
MW-9	unknown	98.66 <sup>1</sup>	21-25	4	26.37 <sup>1</sup>
					Boring Depth (ft)
MW-10	6/7/2010	95.65 <sup>2</sup>	9-24	2	25
MW-11	10/18/2010	91.70 <sup>2</sup>	9.5-24.5	2	25
MW-12	11/1/2011	91.73 <sup>2</sup>	10-20	2	25

1 – 1/8/1998

2 – 11/3/2011

**Table 2  
Historical Groundwater Elevations**

Well Name	Date	Groundwater Elevation (ft msl)
MW-1	4/8/1998	80.67
	7/8/1998	72.04
	1/26/1999	79.97
	7/14/1999	73.37
	4/13/2000	78.23
	10/19/2000	69.06
	6/7/2001	70.62
	12/26/2002	84.22
	12/12/2003	82.87
	3/15/2004	86.17
	6/10/2004	83.44
	1/28/2005	85.70
	8/3/2005	83.72
	1/11/2006	88.67
	1/24/2007	85.22
	6/7/2010	85.32
	10/18/2010	80.50
	11/3/2011	82.12
	4/11/2012	87.73
	5/13/2015	83.60
11/10/2015	79.77	
5/23/2016	84.05	
12/14/2016	87.92	
5/8/2017	85.92	
8/22/2019	<b>81.56</b>	
MW-5	1/12/1998	84.44
	4/8/1998	80.33
	7/8/1998	72.59
	1/26/1999	80.20
	7/14/1999	73.68
	4/13/2000	77.71
	10/19/2000	69.12
	6/7/2001	71.12
	12/26/2002	84.18
	12/12/2003	82.31
	1/28/2005	85.66

	8/3/2005	83.68
	1/11/2006	88.34
	1/24/2007	85.36
	6/7/2010	86.05
	10/18/2010	80.60
	11/3/2011	82.26
	4/11/2012	88.04
	5/13/2015	83.85
	11/10/2015	81.10
	5/23/2016	84.35
	12/14/2016	88.05
	5/8/2017	86.50
MW-7	1/12/1998	83.88
	4/8/1998	73.90
	7/8/1998	68.34
	1/26/1999	71.82
	7/14/1999	70.30
	4/13/2000	72.31
	10/19/2000	67.73
	6/7/2001	66.43
	12/26/2002	84.12
	12/12/2003	82.83
	1/28/2005	86.37
	8/3/2005	84.68
	1/11/2005	88.53
	1/24/2007	86.00
	6/7/2010	92.40
	10/18/2010	82.40
	11/3/2011	83.94
	4/11/2012	89.23
	5/13/2015	85.27
	11/10/2015	81.10
	5/23/2016	84.35
	12/14/2016	89.08
	5/8/2017	87.52
	8/21/2019	83.06
MW-8	1/12/1998	84.73
	4/8/1998	81.24
	7/8/1998	73.72
	1/26/1999	81.99
	7/14/1999	75.73

	4/13/2000	78.87
	10/19/2000	71.06
	6/7/2001	72.74
	12/26/2002	85.14
	12/12/2003	88.46
	1/28/2005	89.50
	8/3/2005	85.08
	1/11/2006	89.91
	1/24/2007	87.87
	5/13/2015	87.56
	11/10/2015	84.64
	5/23/2016	87.32
	12/14/2016	90.14
	5/8/2017	88.24
	8/21/2019	82.91
MW-9	1/12/1998	86.88
	4/8/1998	83.50
	7/8/1998	81.21
	1/26/1999	82.48
	7/14/1999	81.14
	4/13/2000	82.19
	10/19/2000	78.90
	6/7/2001	79.70
	12/26/2002	86.30
	12/12/2003	85.68
	1/28/2005	89.26
	8/3/2005	87.85
	1/11/2006	90.89
	1/24/2007	89.04
	6/7/2010	92.55
	10/18/2010	89.70
	11/3/2011	88.52
	4/11/2012	93.38
	5/13/2015	87.56
	11/10/2015	84.64
	5/23/2016	88.68
	12/14/2016	91.56
	5/8/2017	90.66
	8/21/2019	83.81
MW-10	6/7/2010	84.55
	10/18/2010	89.70

	11/3/2011	81.32
	4/11/2012	85.91
	5/13/2015	82.21
	11/10/2015	79.50
	5/23/2016	82.29
	12/14/2016	89.95
	5/8/2017	84.71
	8/21/2019	81.01
MW-11	10/18/2010	81.50
	11/3/2011	83.47
	4/11/2012	86.50
	5/13/2015	83.90
	11/10/2015	81.73
	5/23/2016	84.45
	12/14/2016	87.46
	5/8/2017	85.55
	8/21/2019	82.18
MW-12	11/3/2011	82.10
	4/11/2012	87.81
	5/13/2015	83.53
	11/10/2015	79.68
	5/23/2016	83.98
	12/14/2016	87.93
	5/8/2017	85.98
	8/21/2019	81.55
ft msl = feet above mean sea level		









**Table 3**  
**Microbial Assay Groundwater Results**

Well Name	Date	DHC	DSB	pcpR	pcpE	pcpB
	Units	cells/mL				
MW-1	12/14/2016	24.8	50.8	23,400	636	53,900
MW-5	12/14/2016	22.4	2.1 J	1,120	325	13,000
MW-9	12/14/2016	<0.50	9.5	7,290	309	1,040
MW-10	12/14/2016	1.1	15.9	16,100	49.8	2,680
MW-12	12/14/2016	4.9	17.3	1,070	85	40,800

Analytical Method = CENSUS Microbial Assay

Cells/mL = cells per milliliter

DHC = Dehalococoides

DSB = Desulfitobacterium spp.

pcpR = PCP Regulator Gene

pcpE = Maleylacetate Reductase

pcpB = PCP-4-monooxygenase

**Table 4**  
**Dioxin Analytical Results**  
**McNamara and Peepe Lumber Mill**

Well Name	Date	1,2,3,4,6,7,8-HpCDD	Total HpCDD	1,2,3,4,6,7,8-HpCDF	Total HpCDF	Total HxCDF	OCDD	OCDF
MW-1	8/21/2019	520	970	100	550	64	5,500	340
MW-10	8/21/2019	<52	<52	<52	<52	<52	<100	<100
	8/21/2019 (FD)	<55	<55	<55	<55	<55	<110	<110

**Notes:**

CA PHG = Public Health Goals

All results in picograms per liter

HpCDD = heptachlorodibenzo-p-dioxin

HpCDF = heptachlorodibenzofuran

HxCDD = hexachlorodibenzo-p-dioxin

HxCDF = hexachlorodibenzofuran

<52 = non-detect for analyte with reporting limit of 52 pg/L

Compound	TEF	GW-MW10-082119, pg/L	GW-MW10-082119 Total Congener	GW-MW1-082219, pg/L	GW-MW1-082219 Total Congener	GW-FD-082119, pg/L	GW-FD-082219 Total Congener	TEQ GW-MW10-082119	TEQ GW-MW1-082219	TEQ GW-FD-082119
2,3,7,8-TCDD	1	<10	--	<9.5	--	<11	0.45	0	0	0.45
1,2,3,7,8-PeCDD	1	<52	--	<48	4.3	0.64	0.64	0	4.3	0.64
1,2,3,4,7,8-HxCDD	0.1	<52	--	2.2	75	2.4	6.8	0	0.22	0.24
1,2,3,6,7,8-HxCDD	0.1	<52	--	22	--	0.92	--	0	2.2	0.092
1,2,3,7,8,9-HxCDD	0.1	<52	--	<48	--	0.85	--	0	0	0.085
1,2,3,4,6,7,8-HpCDD	0.01	4.6	4.6	520	970	11	19	0.046	9.7	0.11
OCDD	0.0003	35	--	5500	--	64	0.43	0.0105	1.65	0.0192
2,3,7,8-TCDF	0.1	<10	--	<9.5	--	0.43	0.43	0	0	0.043
1,2,3,7,8-PeCDF	0.03	<52	--	<48	--	2.4	6.6	0	0	0.072
2,3,4,7,8-PeCDF	0.3	<52	--	<48	--	0.53	--	0	0	0.159
1,2,3,4,7,8-HxCDF	0.1	<52	--	<48	73	1.3	28	0	7.3	0.13
1,2,3,6,7,8-HxCDF	0.1	<52	--	<48	--	1.3	--	0	0	0.13
1,2,3,7,8,9-HxCDF	0.1	<52	--	<48	--	1.3	--	0	0	0.13
2,3,4,6,7,8-HpCDF	0.01	<52	--	<48	--	0.55	--	0	0	0.055
1,2,3,4,6,7,8-HpCDF	0.01	<52	--	100	550	3.6	18	0	0	0.18
1,2,3,4,7,8,9-HpCDF	0.01	<52	--	6	--	8.1	--	0	0	0
OCDF	0.0003	<100	--	340	--	8.7	--	0	0.102	0.00261

pg/L = picograms per liter  
 <10 = not detected under reporting limit of 10 pg/L  
 J-flagged data were used quantitatively  
 Blue = q-flagged  
 Highlight = B-flagged

TCDD TEQ pg/L  
 0.1 31.0 3.7

Where a specific isomer and its Total are reported, the non-q-flagged concentration was assessed. If neither were q-flagged, the Total was assessed. If both were q-flagged, the lower of the nonzero quantities was assessed. A Total quantity includes the specific isomer. A q-flagged quantity likely includes matrix interference and may not be specific to the target compound(s). Boxes with dotted lines show isomer groupings where such decision rules were applied.

Table 6. Site Goals

Chemical of Concern	Media	Goal	Source
PCP	Soil	1.75 mg/kg	Risk assessment determination <sup>1</sup>
PCP	Water	1 µg/L	CA MCL <sup>2</sup>
2,3,7,8-TCDD	Soil	0.003 µg/kg	Risk assessment determination <sup>1</sup>
2,3,7,8-TCDD	Water	30 µg/L	CA MCL <sup>2</sup>

1. Risk assessment determination as presented in the Remedial Action Plan (DTSC, 1994).
2. CA Department of Public Health, Maximum Contaminant Level.

Quantification of remediation goals for soil, surface water, and ground water considers the reduction of exposure concentrations that would result in an excess cancer risk of less than  $1 \times 10^{-6}$ , or non-cancer hazard quotients of less than one.

## Appendix A: Site History Timeline

Since the late 1940s the Site was occupied by a lumber mill. Arrow Lumber & Dry-Kiln Company purchased the Site in August 1948 and later conveyed it to the Arkley Lumber Company (Arkley) in March 1950. Arkley operated on the site for approximately 19 years until it was next conveyed in March 1969 by Molalla-Arcata (formerly named Arkley Lumber Co.), along with other parcels, to the Simpson Timber Company (Simpson). Simpson held ownership of the Site for approximately two months when they conveyed the property to the McNamara and Peepe Corporation (M&P) in May 1969. M&P continued the lumber mill operations until 1985, closing soon after they had filed for bankruptcy in May 1984.

Beginning in April 1967, approximately eight percent of the rough green lumber produced was treated by immersion in a chemical fungicide containing pentachlorophenol (PCP) and tetrachlorophenol (TCP) for the purpose of preventing mold and fungal growth. From April 1967 to May 1984, this chemical fungicide was applied to processed lumber in dip tanks in an area known as the green chain area. Spillage and drippings of the wood solutions are believed to have caused PCP and TCP contamination of the soil and groundwater in this area. The contamination is believed to have occurred during the ownership and operation of two lumber mills: Molalla-Arcata (1950-1969) and McNamara and Peepe (1969-1984).

In October 1968, under Molalla-Arcata's operation, a large fish-kill in the Mad River was attributed to the discharge of PCP from the mill. The California Department of Fish and Game (DFG) determined the source of PCP to be drippings that had accumulated in soils around a lumber dip tank and storage area.

In response to a request by DFG, NCRWQCB established waste discharge requirements (WDRs) for the site in December 1968. The WDRs specified that no wood preservatives, fungicides, or other toxic materials should be discharged or used in such a manner that they could reasonably be expected to be carried into the waters of the State.

In April 1981, based on the results obtained from water sampling conducted at the site in February of the same year, NCRWQCB notified M&P by letter that the company was in violation of the WDRs for the site and requested that immediate action be taken to correct the problem. The company was also informed that it should begin a program in accordance with Section 13267 of the State Water Code to monitor the discharge from the site and report results to NCRWQCB.

In June 1981, a PCP spill occurred at the green chain building. Subsequent sampling results submitted to the North Coast Regional Water Quality Control Board (NCRWQCB) by M&P indicated an increase in concentrations of PCP and TCP in surface water draining from the Site. The maximum concentration of PCP in water was 20,000 micrograms per liter ( $\mu\text{g}/\text{L}$ ). Therefore, between August and December 1981, the dip tank operation was dismantled and a new dip tank was installed in an existing building on the southern end of the Site, just south of Glendale



Drive. Untreated lumber was dipped in a PCP-based solution at this location until M&P ceased its operation at the mill site in 1985.

In March 1985, the State Department of Health Services (DHS), which later became the Department of Toxic Substances Control (DTSC), issued a Notice of Violation to M&P based on findings made during a site inspection in October 1984. M&P was cited for improper disposal and storage of hazardous wastes, and for operating a hazardous waste facility without a permit. DHS specified that M&P should develop a Plan of Correction to properly remove and dispose of hazardous wastes in the in-ground dip tank in the green chain area, delineate the extent of soil contamination, and remove and dispose of all contaminated soils. In March 1985 M&P ceased operations at the Site and filed for bankruptcy in May of that year. They notified DHS that the company was financially unable to comply with the Notice of Violation.

Because of the bankruptcy filing, DHS began remedial measures at the Site in October 1985. These measures included removing the PCP solution from the in-ground dip tank that had been abandoned by M&P into drums and placing deteriorating drums that were left on the site in over-pack drums. All drums were stored in the dip tank area until disposal in June 1990.

In November 1986, Blue Lake Forest Products (Blue Lake) restored operations of the mill under a lease agreement with M&P. In July 1998, the property was conveyed to Blue Lake who continued to operate on the Site until April 2002 when they also filed for bankruptcy. Blue Lake used non-PCP containing preservative (copper-5-quinolinolate) during their operation at the Site. No lumber operations have occurred at the Site since 2002. The 1619 Glendale Drive portion of the Site is currently leased to Royal Gold for storage and distribution of potting soil and compost.

From 1987 through 1989, remedial investigations were conducted by the M&P bankruptcy trustee under the oversight of DHS. Initially the remedial investigation focused on five areas of potential contamination on the Site. However, it was determined that only the green chain area had significant levels of contamination. The green chain area consisted of a conveyor system that was used to move lumber and included the original dip tanks where lumber was submersed in a PCP solution.

PCP has been identified in soil samples at a maximum concentration of 5,700 milligrams per kilogram (mg/kg) at 3 feet below ground surface (ft bgs) in the immediate vicinity of the green chain area. Surface soil samples had a maximum concentration of 160 mg/kg of PCP. From June 1987 to October 1987, groundwater samples indicated PCP concentrations of 1 to 3 µg/L of PCP.

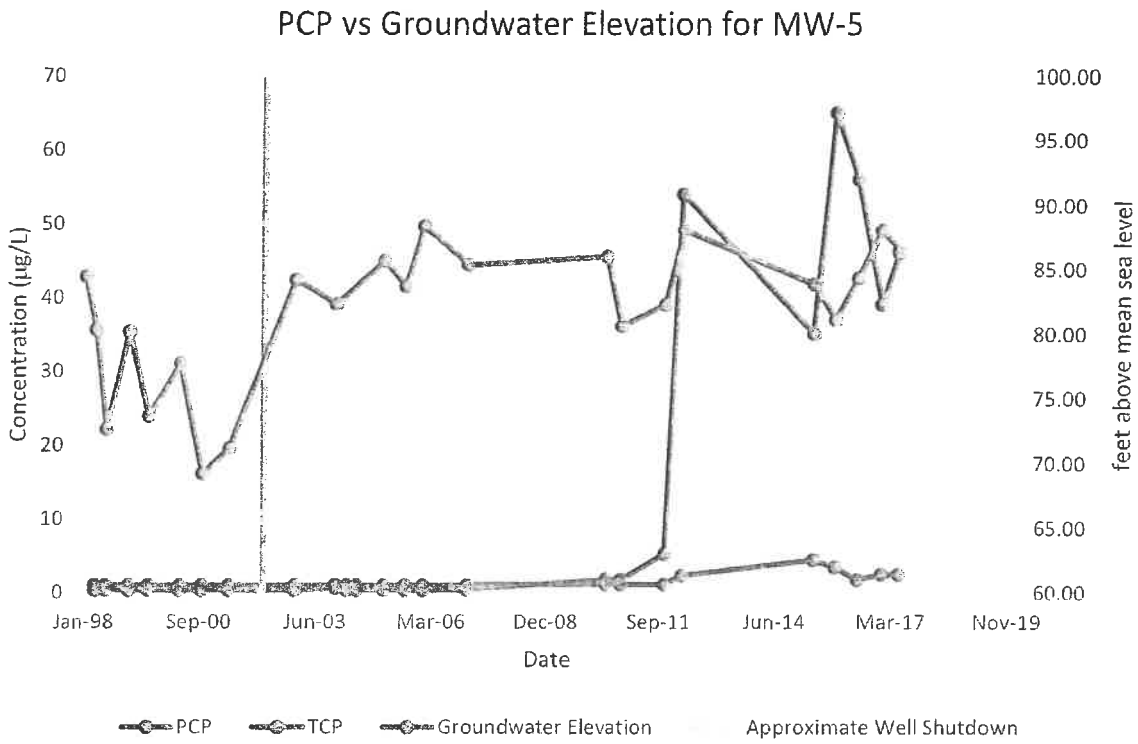
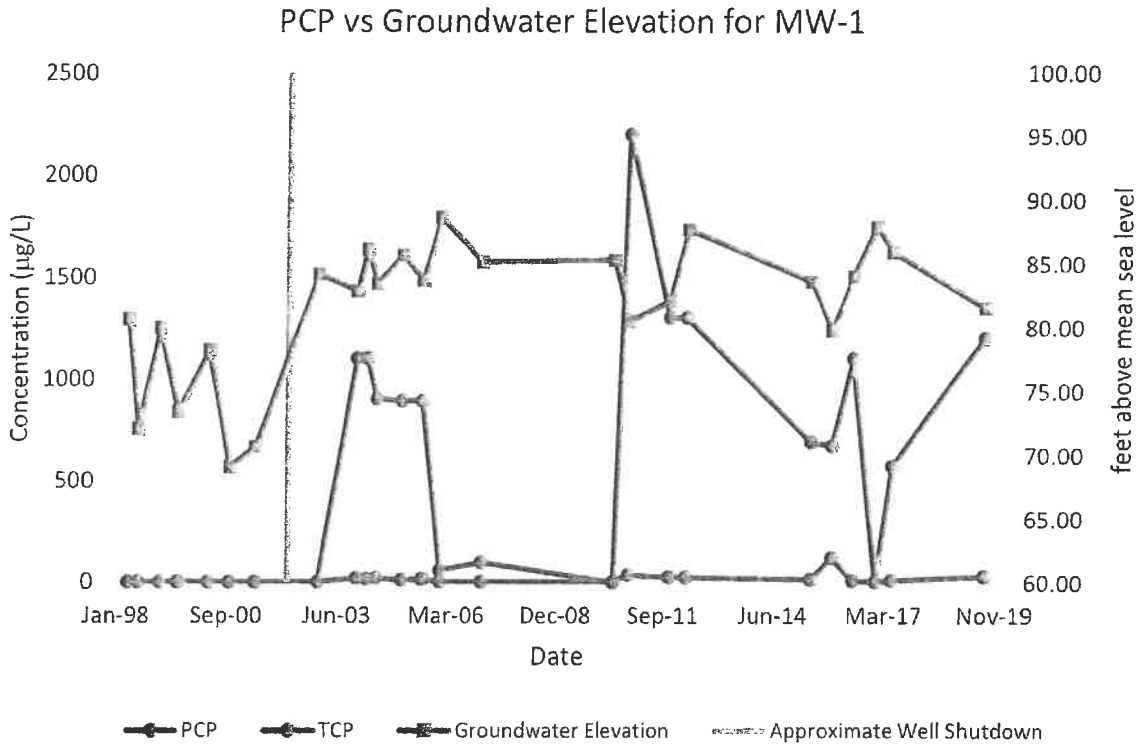
In March 1989, DHS issued a Remedial Action Order to M&P requiring M&P to determine the nature and extent of the release at the Site, characterize the Site, prepare a Remedial Action Plan (RAP), and conduct remediation of the Site. In December 1994, DTSC approved a RAP for the Site. The RAP included consolidation of contaminated soils and placement of a cap over the soils in the green chain area to prevent PCP and TCP detected in the soil from being discharged

to the groundwater beneath the Site and to surface waters draining from the Site. This was completed by March 1998.

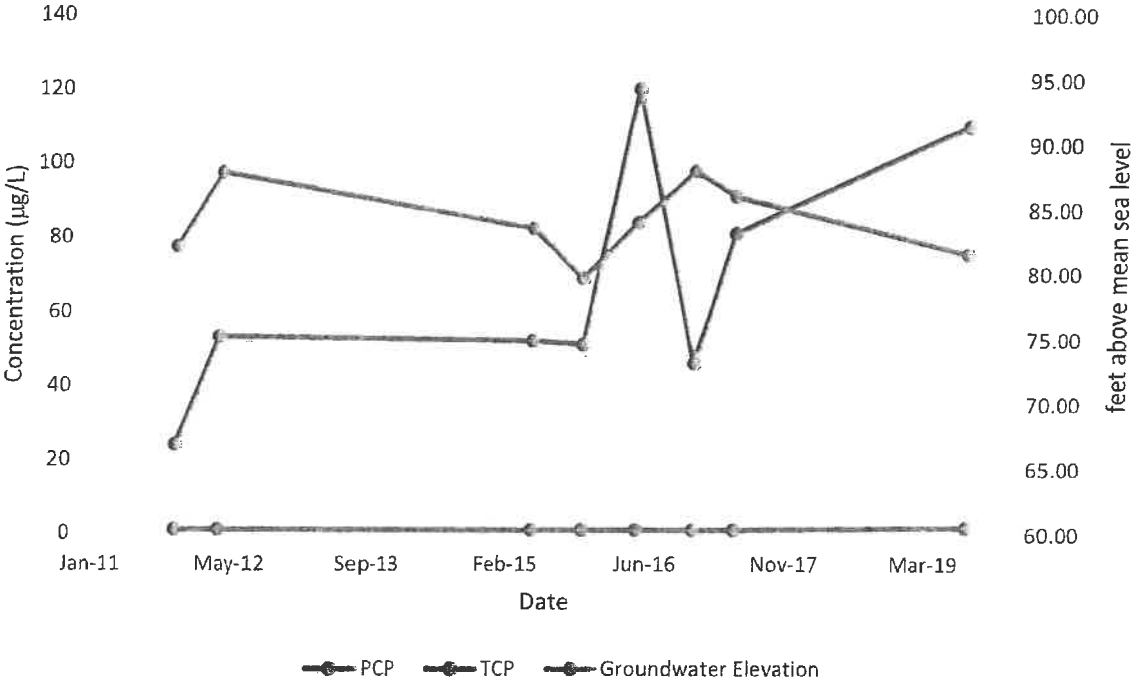
In April 1996, DTSC issued an Amended Remedial Action Order to the McNamara & Peepe Corporation; Robin P. Arkley; Arkley Lumber Company; Molalla-Arcata; Molalla Forest Products, Inc.; Masonite Corporation; the Estate of James G. Laier; Simpson Timber Company; and Blue Lake Forest Products, Inc.

A land use covenant (LUC) was recorded with Humboldt County in February 1998. The LUC required maintenance of the cap in the green chain area as well as maintenance of the concrete slab floor where the new dip tank was installed in the southern property building. DTSC certified the completion of all appropriate remedial actions at the Site and that all acceptable engineering practices were implemented in March 1998. However, the site was still subject to ongoing operation and maintenance activities. Blue Lake was still operating the Site at this time

Appendix B: PCP and TCP Concentrations vs Groundwater Elevation



PCP vs Groundwater Elevation for MW-12



**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: February 4, 2021

Re: USDA Grant Agreement – Natural Resources Conservation Service

**Discussion**

In connection with the District's recovery from the August Complex wildfires around Ruth Lake, staff has been working with the USDA's Natural Resources Conservation Service (NRCS) to obtain grant funding for post fire mitigation measures. Staff has been keeping the Board abreast of these developments throughout the grant application process with NRCS. Attached for your review and possible approval is the grant agreement from USDA.

While waiting for the NRCS grant process to progress, staff has been working with FEMA's disaster recovery grant program to install some of the mitigation measures included in the NRCS project. Staff will continue to implement mitigation measures under both programs to ensure the most effective mitigation efforts by the District in response to the August Complex wildfire disaster.

**Staff Request**

Staff requests that the Board authorize the general manager to execute the USDA NRCS grant agreement.



U.S. Department of Agriculture  
Natural Resources Conservation Service

**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR219104XXXXC006	2. Amendment Number	3. Award /Project Period NRCS signature - 08/29/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 430 G Street, Suite 4164 Davis, CA 95616		6. Recipient Organization (Name and Address)  HUMBOLDT BAY MUNICIPAL WATER DISTRICT INC 828 7TH ST EUREKA CA 95501-1114  DUNS: 047391776      EIN:	
7. NRCS Program Contact  Name: Gregory Norris Phone: (530) 792-5609 Email: greg.norris@usda.gov	8. NRCS Administrative Contact  Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@USDA.GOV	9. Recipient Program Contact  Name: Chris Harris Phone: (707) 443-5018 Email: harris@hbmwd.com	10. Recipient Administrative Contact  Name: Chris Harris Phone: (707) 443-5018 Email: harris@hbmwd.com
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director  Name: John Friedenbach Phone: (707) 443-5018 Email: friedenbach@hbmwd.com
15. Project Title/ Description: Emergency Watershed Protection Program, Project 5218, CA, Humboldt Bay Municipal Water District, Trinity County, DSR 06-02-20-5218-010 Ruth Lake, buffer installation (6000017090)			
16. Entity Type: D = Special District Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$1,066,373.55	\$323,143.50	
Additional funds total	\$0.00	\$0.00	
Grand total	\$1,066,373.55	\$323,143.50	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$969,430.50	Other	\$96,943.05
Total Direct Cost	\$1,066,373.55	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$323,143.50
		Total Federal Funds Awarded	\$1,066,373.55
		Total Approved Budget	\$1,389,517.05

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Carlos Suarez State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative John Friedenbach General Manager	Signature	Date

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**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the Humboldt Bay Municipal Water District Inc, hereinafter referred to as the "Sponsor", for EWP Project # 06-02-20-5218-010 in Trinity County, California for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 06-02-20-5218-010 – Total Recovery Measure - \$1,292,574.00

### Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$1,389,517.05

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$969,430.50 + 25% Sponsor \$323,143.50): \$1,292,574

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$ 96,943.05

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.



**Responsibilities of the Parties:****A. Sponsor will—**

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
- a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.
- b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
- c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract

performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

26. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

28. The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

29. In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a

timely manner to resolve concerns.

### C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

### Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

### **Resources Required**

As stated in this agreement.

### **Milestones**

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction
6. Complete close-out activities

**GENERAL TERMS AND CONDITIONS**

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

**U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION****GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS**

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

**I. APPLICABLE REGULATIONS**

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

**II. UNALLOWABLE COSTS**

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).
- b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables
- c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- d. Change in a key person specified in the application or award.— When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
- e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.
- f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.
- g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

- a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.
- b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

## V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-



specific audit conducted for that year.

## VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

## IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:
- Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.  
Room 6819 South Building Washington, DC 20250
- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

#### X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

#### XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

#### XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

#### XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

## XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering site." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: January 25, 2021  
Re: **Purpose Statement: HBMWD Trinity County Master Lease Committee**

**Discussion**

At the January board meeting, the Board created the ad hoc committee: Humboldt Bay Municipal Water District Trinity County Master Lease. Attached is the Purpose Statement drafted by staff for this committee. Directors Latt and Rupp agreed to serve on this committee.

**Staff Recommendation**

Staff recommends that the Board review, edit as necessary and approve the Purpose Statement for the Humboldt Bay Municipal Water District Trinity County Master Lease Committee.

# Humboldt Bay Municipal Water District Trinity County Master Lease Committee

## Purpose Statement

### COMPOSITION

The Trinity County Master Lease Committee is an ad-hoc advisory committee composed of the following representatives:

- a. Two Board members approved by the Board;  
AND
- b. The General Manager and the Business Manager.

### PURPOSE

Ruth Lake is the District's source of drinking water for 88,000 people in Humboldt County. The District's Mission Statement in part, reads: "protect the environment of the Mad River watershed to preserve water rights, water supply and water quality interests of the District." It is imperative to stay apprised of activities and decisions that affect these interests.

The District holds a lease agreement (Master Lease) with Trinity County, which governs recreational activities on and around Ruth Lake. Trinity County assigned the Master Lease to Ruth Lake Community Services District (RLCSD). The term of the Master Lease is scheduled to renew in 10-year increments until July 2063. The next renewal is scheduled for 2023.

Committee members will work with RLCSD and Trinity County as needed. The Committee will report back to the Board the outcomes and recommend any actions to ensure the administration of the Master Lease Agreement with Trinity County and RLCSD.

The committee is advisory in nature and shall have no decision-making authority. Any activity or recommendation from the committee requiring policy direction or action shall be presented to the HBMWD Board for consideration and approval at a regularly scheduled Board meeting.

Since January 2021, the District has had an Ad Hoc Committee in place to address administration of the District's Master Lease Agreement with Trinity County and RLCSD.

**ACTIVITIES**

Typical activities the Trinity County Master Lease Agreement Committee may be involved in include:

1. Reviewing District files and records pertaining to the Master Lease.
2. Reviewing RLCSD compliance with the terms and conditions of the Master Lease.
3. Conferring with District Counsel.
4. Attending meetings of other agencies when the HBMWD and Trinity County Master Lease Agreement is listed as a topic and reporting back to the Board.
5. Speaking at meetings where the Master Lease is being discussed.
6. Recommending to the Board any action related to the Master Lease.

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

To: Board of Directors  
From: John Friedenbach  
Date: February 11, 2021  
Subject: District's Safety Program

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Once again it is time for our annual employee recognition regarding workplace safety. Dale and I will provide an overview of our program and accomplishments at our Board meeting next week. This memo provides a brief introduction.

**PRIORITY AND PLACE**

Achieving employee safety and public safety is a top priority for the District. I am pleased to work for an organization that values this objective and takes safety seriously.

The Board has adopted five goals which support our District Mission. Goal Number 1 is Safety and Public Health. It reads:

- Employ safe work practices to ensure worker and public safety at all times. Strive for no on-the-job reportable injuries each year.
- Operate the regional water system in accordance with state and federal safe drinking water laws and regulations at all times to protect public health.

The District has a "safety philosophy" as well as a strong safety program. The Board has consistently supported our safety philosophy and program.

**COMPONENTS OF THE PROGRAM**

Important components of the District's safety program are as follows:

- 1) Buy-in and support *from* Management. We need to set the standard and "walk the talk."
- 2) Buy-in and involvement *by* the employees.
- 3) A meaningful Injury, Illness and Prevention Plan (this is a regulatory requirement).
- 4) An active Safety Committee that is listened to and supported. Our committee is comprised of the Superintendent, one Supervisor, and two employees (one from the Maintenance Department and one from Operations). Membership on the committee rotates each year. Attached for your information are minutes from the last safety committee meeting for you to see the issues that are addressed.
  - a. A meaningful training program. The District has an extensive training program which supports not only employee safety, but ongoing operations, and emergency response activities too. We use ACWA/JPIA's extensive "lending library" for training resources (such as DVDs, videos, manuals), and we also use the North Coast Safety Consortium for local classroom training and other specialize training as necessary. Attached is this year's inhouse safety training program which lists the training topic as well as the instructor.
- 5) Properly fitted and maintained Personal Protective Equipment (PPE) which is suited to the job. The District provides employees with the necessary PPE such as hardhats, safety glasses, hearing protection, respirators, self-contained breathing apparatus, and protective electrical gear. The District trains in its proper use and care. As a matter of policy, the District also reimburses employees for the cost of safety shoes appropriate to the position and provides District safety attire.



- 6) Other Resources – Safety Manual. The District has developed and maintains a comprehensive safety manual to guide work practices, as well as meet various regulatory requirements. The Table of Contents of our Safety Manual is attached for your information.
- 7) Coordination with Humboldt County Public Health, Cal OES, and OSHA for upgraded safety protocols for COVID-19 protections for the staff and public, such as maintaining social distancing, upgraded workspace protections, regular sanitizing, and wearing masks indoors.
- 8) Recognition – The District instituted a safety incentive/reward program for full-time regular employees. The District pays \$200 incentive to each current employee who has been employed for at least six months and meets the criteria listed below. The District also awards one grand prize of \$500, based on a drawing of all eligible employees. This year, Kenny Davis is the grand prize winner.

**Criteria** to be eligible for incentive award:

1. Participate in at least seventy five percent (75%) of monthly safety meetings during the calendar year. For newly hired employees that meet the eligibility requirements, percentage applies to eligible monthly safety meetings.
2. Wear appropriate PPE when required on the job.
3.
  - 3a. Provide one safety awareness or preventative suggestion to supervisor and have it documented at a safety meeting or with the Safety Committee.
  - 3b. Report an incident or near miss incident or unsafe conditions.
  - 3c. Receive a “satisfactory” rating on annual performance evaluation under the “Safe Practices” category.

One of  
3 per  
calendar  
year

I am proud of the “safety culture” developed at the organization, and the results we have achieved. We have employees who “think about” safety and routinely employ safe work practices. Especially with the new protocols imposed due to COVID-19, the staff has really risen to the challenge. Additionally, the District participates in ACWA/JPIA’s Commitment to Excellence Program and H.R. LaBounty Safety Award Program. We continually strive for implementation of best practices to prevent injuries and claims.

I would also like to acknowledge that Dale Davidsen, our Superintendent, Chris Merz our Assistant Maintenance Supervisor and Chris Harris our Business Manager who are instrumental in the continuation of the safety culture that exists within the organization today along with all of our employees who work safely every day. The entire staff continue to promote and grow this safety awareness.

Once again, Dale and I wish to thank the Board for your support in this area. Your support truly makes a difference.

**Attachments:**

2021 Safety Training Program Topics and minutes from last meeting  
 Table of Contents from Safety Manual  
 ACWA/JPIA Commitment to Excellence  
 ACWA/JPIA H.R .LaBounty Safety Award Fall 2020

## Safety/Training Program 2021

This is the Safety and Training schedule for 2021. The training subjects that are not listed as annual subjects have been reviewed to assure that they meet their recurring dates according to the Districts Safety Training Matrix and Cal OSHA regulations. Meetings will be scheduled well in advance to prepare all personnel in order to attain maximum participation. These classes will be scheduled in the Superintendents Planner for 2021 for everyone's reference.

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<p><b><u>JAN</u> Code of Safe Practices (WIIP): Annual</b></p> <p>Reference Material: HBMWD Policy. A review of JPIA risk assessment of work related injuries and possible case cause corrective actions.</p> <p>Class Time: 1 hour</p>	<p>Dale</p>
<p><b>EAP Overview-Dam Safety Plan: Annual</b></p> <p>Reference Material: HBMWD Policy and procedure</p> <p>Class Time: ½ hour</p>	<p>Dale</p>
<p><b>Generator Air Quality Permit Requirement: Annual</b></p> <p>Reference Material: AQMD Permits</p> <p>Class Time: ½ hour</p>	<p>Mario/Paul</p>

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<p><b><u>FEB</u> Respirator Safety/Fit Testing: Annual</b></p> <p>Reference Material: District Safety Manual &amp; 3M training video.</p> <p>Fit test for each employee.</p> <p>Class Time: 2 hours</p>	<p>Chris</p>
<p><b>Hearing &amp; Respiratory Exams: Annual</b></p> <p>Class Time: 1 hour</p>	<p>Becky/Occu. Health</p>

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<p><b><u>MAR</u> Sight &amp; Sound Safety: 3yrs</b></p> <p>Reference Material: PowerPoint presentation on subject matter, review of OSHA standards &amp; brief video.</p> <p>Class Time: 1 hour</p>	<p>Mario/Paul</p>
<p><b>Machine &amp; Equipment Safety: 3yrs</b></p> <p>Reference Material: PowerPoint presentation, review of safe work practices from District Safety Manual. Brief training video.</p>	<p>Keith</p>

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**APR Confined Space/Gas Detectors: Annual**

Ryan/Electrical

Reference Material: Review of HBMWD policy,  
& a PowerPoint presentation.

Class Time: 1 hour

**Heat Illness Prevention Program: Annual**

Chris

Reference Material: Review of HBMWD policy  
& precautions. JPIA training video

Class Time: 1 hour

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**MAY Chlorine Leak Response/Cl<sub>2</sub> Leak 'B' Kit: Annual**

Chris/Ryan/Mario/Paul

Reference Material: HBMWD Policy and procedures. PowerPoint  
presentation on system & equipment. Run possible response scenario.

Class Time: 2 hours

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**JUN Workplace Ergonomics: Annual**

Mario/Paul

Reference Material: PowerPoint presentation on ergonomics in the  
field and office. Short video demonstrating key points.

Class Time: 1 hour

**Fall Protection: 2yrs**

Chris

Reference Material: PowerPoint presentation on fall protection  
standards and District equipment. Short video from Guardian Fall  
Protection Equipment.

Class Time: 1 hour

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**JUL Traffic Control: Annual**

Ryan

Reference Material: Cal Trans Reference Book,  
PowerPoint presentation and review of District equipment

Class Time: 1.5 hrs.

**Asbestos & Silica Handling: Annual**

Chris

Reference Material: Review of HBMWD safety manual  
policy, procedures & exposure control plan. Training video also.

Class Time: 1 hour

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**AUG Forklift Safety: Annual**

Chris

Reference Material: PowerPoint presentation on forklift function, review of operations manual and drive test of training course.

Class Time: 2.5 hours

**Rigging Safety: Annual**

Russell

Reference Material: NCCCO Crane operator training handbook/PowerPoint presentation

Class Time: 1 hour

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**SEP Bloodborne Pathogens: Annual**

Chris

Reference Material: Review of District exposure control plan. PowerPoint presentation and video on subject.

Class Time: 1 hour

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**OCT Trench and Excavation Safety: Annual**

Ryan

Reference Material: PowerPoint presentation on safe practices and procedures. Review of HBMWD shoring equipment.

Class Time: 1 hour

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**NOV ISI/Sperian SCBA Training: Annual**

Chris/Paul

Reference Material: PowerPoint presentation on subject matter and review of District safety policy & user's manuals.

Class Time: 2 hours

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**DEC S.D.S./Right to Know/Spill Prevention: Annual**

Chris

Reference Materials: District safety manual, response plans & PowerPoint presentation on subject matter.

Class Time: 1 hour

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**Note:** Sexual harassment training is due in 2021 for both staff and supervisors. Training opportunities will be explored with Northern California Safety Consortium or JPIA and scheduled appropriately.

## Eureka Office Safety Meeting Schedule – 2021

SECTION 9.2, PAGE NO. 6

**January** – COVID–19 Prevention Plan

**February** – Resolve to be Prepared (including Evacuation Plan)/Ladder Safety

**March** – Tsunami Preparedness

**April** – Fire Extinguishers & Fire Safety

**May** – EAP/Dam Safety

**June** – CPR/First Aid

**July** – Active Shooter Review

**August** – Ergonomics/ WIIPP

**September** – National Preparedness Month

**October** – Great Shake Out–Earthquake Preparedness

**November**– Distracted Driving Awareness Month –District position on cellphone use in vehicles.

**December** – SDS/Right to Know–(Team up with Essex per John’s request)

**TABLE OF CONTENTS**

**General Policies/Plans**

1. Workplace Illness & Injury Prevention Program
2. Code of Safe Practices
3. General Emergency Action Plan for Each Facility (including fire protection component)
4. OSHA Inspection Procedures

**Hazardous Materials/Chemicals Plans**

5. Hazard Communications Program
6. Chemical Hygiene Plan
7. Chlorine Emergency Procedures
8. Process Safety Management (for chlorine system)
9. Risk Management Plan (for accidental release of chlorine)
10. Chlorine Leak Emergency Action Plan Flowchart
11. Evacuation Map for Essex Control
12. Chlorine Leak Decontamination Procedure

**Safe Work Practices and Procedures**

13. Respiratory Protection Program
14. Confined Spaces Policy & Procedures
15. Energy (Lockout) Policy
16. Hot Work Permit



ASSOCIATION OF CALIFORNIA WATER AGENCIES

# JOINT POWERS INSURANCE AUTHORITY

## Commitment to Excellence

### **HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

and the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) in mutual support for ensuring the most consistent, cost effective, and broadest possible affordable insurance coverage and related services, and in partnership with all ACWA/JPIA members, and in the interest of reducing **Humboldt Bay Municipal Water District's** insurance costs, commit to a program of excellence that, through the implementation of "best practices" reduces the potential and frequency of:

- **Vehicle Losses**
- **Infrastructure Related Losses**
- **Construction Related Losses**
- **Employment Practices Claims**
- **Ergonomic (Musculoskeletal) and Fall Injuries**

Walt "Andy" Salt (CEO, ACWA/JPIA)  
Signature

Carol Risel (General Manager)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature

[Signature] (Board Member)  
Signature



YOUR BEST PROTECTION

H.B.M.W.D. DEC 21 2020

November 23, 2020

Mr. John Friedenbach, General Manager  
Humboldt Bay Municipal Water District  
P.O. Box 95  
Eureka, CA 95502-0095

**Re: H.R. LaBounty Safety Awards Program**

Dear Mr. Friedenbach:

On behalf of the ACWA JPIA, I am pleased to enclose a check, thank you letter, and award certificate for:

**Humboldt Bay Municipal Water District Staff****\$100**

I am sure you will be proud to present this award to the staff for their outstanding contribution to your District's health and safety programs.

Your District's participation in this ongoing program is deeply appreciated. Continued involvement by Humboldt Bay Municipal Water District's employees is always welcomed.

Sincerely,

Walter "Andy" Sells  
Chief Executive Officer

1120:ll

Enc.





YOUR BEST PROTECTION

November 23, 2020

Humboldt Bay Municipal Water District  
Humboldt Bay Municipal Water District Staff  
P.O. Box 95  
Eureka, CA 95502-0095

**Re: H.R. LaBounty Safety Awards Program**

Dear District Staff:

On behalf of the ACWA JPIA, we would like to thank you for your recent safety award submission.

We greatly appreciate that you contributed your time and efforts to promote safe workplace behavior and improve existing operational practices. It is individuals like you who demonstrate safe behavior, take part in training, and participate in risk-reducing actions that foster a positive safety culture.

Enclosed is a certificate in honor of your achievement. The entire JPIA membership is successful because of individuals like you. ***We encourage you to cash the enclosed check promptly.***

Please continue your risk management practices. We look forward to future safety award submissions from you.

Sincerely,

A handwritten signature in black ink that reads 'Walter "Andy" Sells'.

Walter "Andy" Sells  
Chief Executive Officer

1120:tl

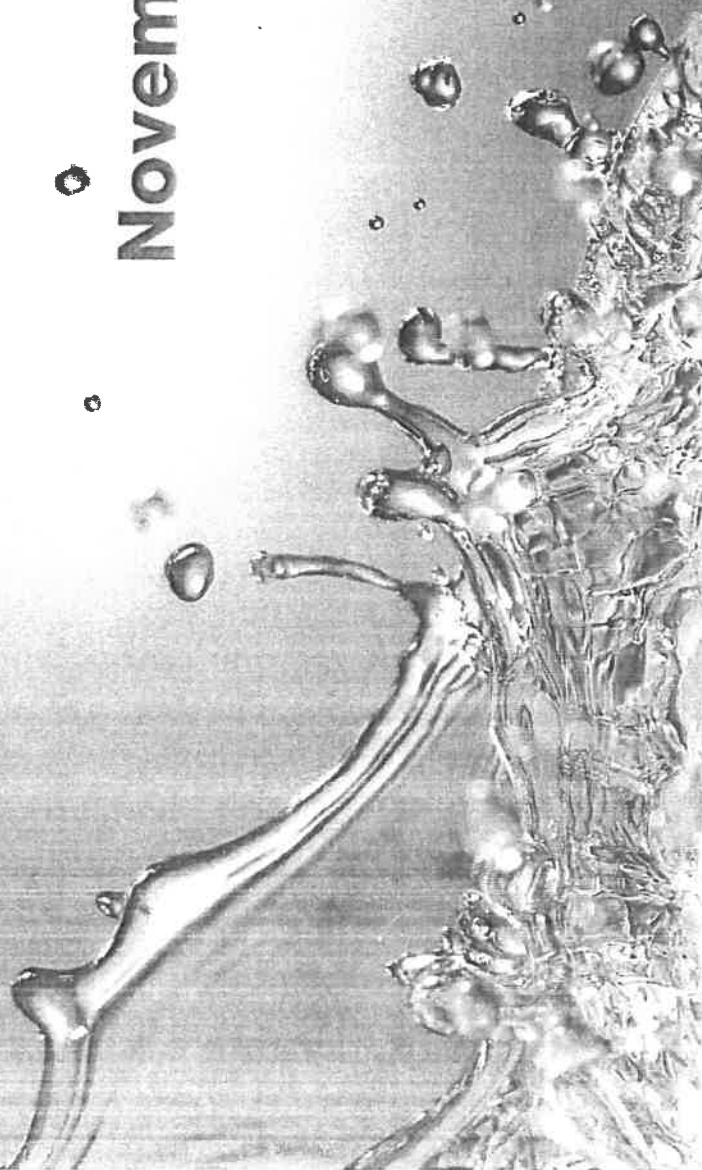
Enc. Certificate

**The JPIA Proudly Presents the  
H.R. LaBounty Safety Award**

**to**

**Humboldt Bay MWD Staff**

**November 2020**



ACWA JP/A  
PO BOX 618082  
Roseville, CA 95661-3700  
(909) 231-5742

California Bank and Trust  
520 Capitol Mall  
Suite 100  
Sacramento, CA 95814-4714

443  
Date: 11/17/2020

Pay To  
The Order of HUMBOLDT BAY MUNICIPAL WATER DISTRICT

\*\*\*One Hundred Dollars\*\*\*

\$\$\$100.00\*\*

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
P O BOX 95  
EUREKA, CA 95502-0095  
United States

*[Handwritten Signature]*  
*[Handwritten Signature]*

Void after 6 months

Security Features Included Details on back

H.B.M.W.D. DEC 2 1 2020

ACWA JP/A  
V001066--HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
Print As: HUMBOLDT BAY MUNICIPAL WATER DISTRICT

P O BOX 95  
EUREKA, CA 95502-0095

443  
California Bank and Trust  
CBTGen\_1961\_1961  
Date: 11/17/2020

11/17/2020	11/17/2020	LABOURY SAFETY AWARD FALL 2020	LABOUNTY S... FALL 2020	JP/A	\$0.00	\$100.00	\$100.00
73040--Member Safety and							

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
Workplace Illness and Injury Prevention Program  
Safety Committee Meeting

## Minutes

Date: October 29, 2020

1. **Meeting** called to order at 1438hrs.
2. **Members Attending:** Dale Davidsen  
Keith Daggs  
Ryan Murphy  
Chris Merz
3. **Minutes** were approved from Meeting 20\_3 on August 19, 2020. M/S/C RVM/KD/DD

**Old Business:**

- A. It has been brought to attention that the District's "Contractor Pre-Work Checklist" could be updated to reflect more current safety policies and safe work practices. *(Dale will evaluate what content shall be altered and create a site orientation form for outside contractors to review before starting work on District property. This form has been created but some suggestions have been made for alterations upon review. Edits will be made and then submitted for approval. NLT-7-22-20, 10-21-20, 1-21-21)*
- B. It has been observed that some of the District's Safety Manual policies and procedures on various topics could be revised or updated. A list of these policies and procedures will be created by the Safety Committee. *(These revisions will be assigned to committee members to complete as time allows. Some revisions have been made to certain policies and programs. A list of updated policies will be created and reviewed at the next meeting. NLT-Until all necessary changes are met.)*
- C. Through recent chlorine leak response training, the purchase of some additional non-critical response equipment has been brought to attention. Some of these items would aid in a response and should possibly be reviewed for a future budget project. *(A list of items has been generated and reviewed by the committee. It was discussed and agreed that this item would be a great budget project for the future, depending on the development of onsite hypochlorite generation. This item of business will be held in the interim. NLT-Pending on development of onsite hypochlorite generation)*
- D. Tim Farrell suggested possibly installing an exterior emergency shut-down button on the outside of the Chlorine Building to reduce the risk of exposure during a potential leak situation. *(This idea was reviewed by committee members as a valid safety improvement. The button location being on the exterior of the building did pose some questions of concern, in regard to this being the appropriate location for it. Through committee review, it was decided that a shut-down button located on the Essex SCADA System would be the best location. It has been discussed to complete this programming and installation during the Chlorine Building PLC upgrade project, but*

*is also contingent on the Districts development of onsite hypochlorite generation.  
NLT-Pending on development of onsite hypochlorite generation)*

- E. Discuss the Districts facility safety inspection forms with new safety committee members and assign locations for inspections. Forms will be completed by the October meeting and open for review. *(Inspections of Ruth Hydro, TRF and Main Office are complete. Ryan Murphy will complete the inspection of the Essex Yard and submit to Dale. Deficiencies of certain facilities have been discussed and safety improvements are currently being made. NLT-1-21-21)*
  
- F. Mario Palmero suggested installing some ladder guides on the 10,000 gallon diesel tank for checking the fuel level manually. *(Keith has fabricated a ladder guide bracket for the top of the tank but still needs to install it. A Ladder Lockdown safety saddle device has been purchased to be used in conjuncture with the ladder guides. Dale proposed purchasing an additional Ladder Lockdown device for the TRF and to include a tutorial on its use, in the next ladder safety meeting. Chris will purchase another and make note to include its review in the next pertinent safety meeting. NLT-4-23-20, 7-22-20, 10-21-20)-(Completed, remove)*
  
- G. During a recent Collector check, Ryan Murphy discovered that the ladder transition from the valve deck to the motor starter deck to be awkward. He suggested on possibly installing a grab handle to make it an easier transition. *(A location and type of handle has been discussed by committee members. Handles have been purchased but not yet installed. NLT-4-23-20, 7-22-20, 10-21-20, 12-1-20)*
  
- H. Since the recent pandemic of the COVID-19 virus, it has been suggested that the District should create the appropriate policies or protocols to follow to avoid exposure situations within district facilities for employees and outside visitors. *(Since conditions have been changing, development of what these policies and protocols shall be has been ongoing process. Dale to complete NLT-7-22-20, 10-21-20, 1-21-21)*
  
- I. The District will be distributing masks to employees to help meet the current COVID-19 standards that the County Health Department has issued for Humboldt County residents and businesses. *(Members of the committee suggested additional purchasing of face coverings due to the uncertainty of how long restrictions may last. Dale will look into the District buying more. NLT-10-21-20)- (Completed, remove)*
  
- J. It was noted that the District should look into purchasing a couple of manhole lifting device tools for field work and various locations. Dale agreed that this would be a great idea. *(An order has been placed for purchasing. NLT-12-1-20)*
  
- K. Recently, the District has revised its Work Illness and Injury Prevention Program and has submitted it to JPIA for an assessment. They noted that some changes and revisions could be made to make it more complete. Most of the suggestions from

Thor Benzing were reviewed and accepted by the safety committee, the ones not reviewed will be considered soon and revisions made. *(Revisions have been made before the next board meeting in November.)*

- L. Through recent risk assessment of work related injuries JPIA has suggested that the committee members review some of the case causes and provide a possible correction on how to avoid certain types of injuries. *(The committee reviewed the case causes and discussed what types of corrective actions could be taken. These ideas will be presented by Dale at the WIIP 2021 safety meeting in January and shared with employees at a regular safety meeting.)*

**New Business:**

- A. The election results of new SB 198 committee members are: Matt Davis and Steve Marshall for the 2021 committee.
- B. It was mentioned that the Main Office interior access ladder to the roof could possibly be updated to a conventional pull down ladder, for ease of safe accessibility. *(Chris will research and evaluate the best option for this correction. NLT-1-21-21)*

4. **Meeting adjourned:** 1535hrs.
5. **Next meeting scheduled for** January 21, 2021.

Prepared by: Chris Merz

Copy: General Manager  
Superintendent  
Maintenance Supervisor  
Operations Supervisor  
Bulletin board and file

**Resolution 2021-01  
Appreciation of Sherrie Sobol**

*WHEREAS, Ms. Sherrie Sobol has faithfully served the HUMBOLDT BAY MUNICIPAL WATER DISTRICT from May 13, 2008 to January 4, 2021 as Staff Board Secretary to the Board of Directors, and Executive Assistant to the General Manager; and*

*WHEREAS, Ms. Sobol has faithfully served under General Managers: Carol Rische, Paul Helliker, and John Friedenbach; and*

*WHEREAS, Ms. Sobol has maintained her professional certifications, CSDA Board Secretary certified and become the District's Brown Act expert; while maintaining an exemplary Board Governance Manual; and.*

*WHEREAS, during her twelve years of service Ms. Sobol has performed her duties efficiently, professionally and always in the best interests of the District; and,*

*WHEREAS, Ms. Sobol has borne the burden of sifting through mountains of documents to provide a high quality "Blue Book" including special photographs on a regular basis; and,*

*WHEREAS, Ms. Sobol has become particularly adept at gracefully wrangling all parties to produce a successful and lawful public meeting; and,*

*WHEREAS, Ms. Sobol has contributed to the District's success with her contributions as: the "Quagga Queen"; Eureka office remodel sub-foreman; Water Resource Planning assistant; District website creation & maintenance; NYLF relocation expert; Joint Board meeting at Ruth coordinator; and numerous other duties as assigned; and,*

*WHEREAS, Ms. Sobol has switched departments and will no longer serve as the Staff Board Secretary but will serve as the Regulatory and Program Analyst for the District; and*

*WHEREAS, her continuing service is distinguished by quality work and high professional standards; and,*

*WHEREAS, the Board of Directors wishes to formally recognize and commend such service,*

*BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Ms. Sherrie Sobol as an expression of appreciation from the Board and staff of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT.*

*APPROVED AND ADOPTED this 11th day of February 2021, by the following roll call vote:*

- AYES:**
- NAYES:**
- ABSENT:**

**ATTEST:**

\_\_\_\_\_  
*Sheri Woo, President*

\_\_\_\_\_  
*J. Bruce Rupp, Secretary/Treasurer*

**Humboldt Bay Municipal Water District**

To: Board of Directors

From: John Friedenbach

Date: February 2, 2021

Re: **TESLA Contracts: 1) Financing Assignment Essex; 2) Financing Assignment TRF;  
3) Grid Services Essex; 4) Grid Services TRF**

**Discussion**

As the Board is aware, the District has partnered with TESLA to participate in the PG&E SGIP grant funding to install two battery bank systems – one at Essex and one at the TRF. TESLA sent four proposed contracts to the District for consideration and approval. Two are an assignment of the financing for the projects to Corporate Credit, Inc. (CCI) – one for the TRF and one for Essex. As stated in the attached letter dated January 14, 2021, "...TESLA seeks your consent to (1) its assignment of the Agreements to CCI, and (2) Tesla's and CCI's collateral assignment of the Agreements to their respective financing parties." District Counsel has reviewed this request and the Consent to Assignment. Both Counsel and Staff recommend that the Board agree to the assignment.

The purpose of the Grid Services agreements (see attached) is to sell energy from the battery banks back into the grid when the California Independent System Operator (CAISO) requests energy supplements into the electrical grid for California. For the two Grid Services Agreements, staff recommends that the Board **NOT** agree to enter into these agreements with TESLA for the following reasons.

1. Proposed revenue sharing split is 60% to TESLA and 40% to HBMWWD.
2. The discharges of the battery banks back into the grid will result in additional wear and tear on District assets and shorten the expected useful lives of the battery banks.
3. The discharges of the battery banks back into the grid has the potential to leave the District without sufficient or any battery backup power to meet the District's energy needs, which is the purpose that the District entered into the SGIP program.

The battery banks are District assets and should not be used to provide financial advantage to TESLA at the District's expense while simultaneously diminishing the effectiveness and utility of these District assets.

**Staff Recommendation**

Staff recommends that the Board authorize staff to sign the Consent to Assignment to CCI (financing agreements). Staff recommends that the Board **NOT sign the Grid Services agreements.**



## Tesla California Grid Services Summary

By enrolling your battery in the Tesla grid services fleet, you can support the California grid, accelerating the transition to sustainable energy, while providing an annual revenue stream to your facility. Tesla will handle everything, including program enrollment, battery dispatch, and payments for the services.

At present your battery will be utilized in the two below services, though this may change over time as new programs for customer-sited batteries become available.

**Demand Response Auction Mechanism (DRAM)** – In the Tesla DRAM fleet (including approximately 50 other systems) your battery will help support the California grid during times of highest demand by discharging to reduce your facility's load and the load of the entire California grid. This program reduces electricity costs and keeps the lights on for all Californians.

We expect our DRAM fleet to be dispatched approximately 30 times per year, with an average call duration of one hour.

**Spinning Reserves** – Your battery will join the Tesla Spinning Reserves fleet which acts as "back ups" in case other power plants trip offline and cease generating. In this use case, if a large power plant trips offline your system will quickly increase its rate of discharge, making up for the lost production of the offline plant. This helps keep the California electric grid stable.

We expect our Spinning Reserves fleet to be dispatched approximately 5 times per year, with an average call duration of 30 minutes.

## FAQ

### **What is the value of being enrolled in the Tesla grid services fleet in California?**

We anticipate batteries generating annual payments of approximately \$1-2/kWh of system capacity based on the services they are able to provide.

### **How often will my battery be used for grid services?**

Currently we anticipate it being called approximately 35 times per year, for between 30 minutes and two hours. This may vary over time as market rules evolve.

### **Will participation impact my utility bill savings or back up potential?**

We expect limited impacts, given the general 4-6 hour duration of systems in our Equity Resiliency program and the relatively short dispatch of the systems for grid services (30 minutes – two hours) along with Tesla's ability to co-optimize grid services with utility bill savings. Participation in the Tesla grid services fleet is guaranteed to be economically advantageous for your facility in our contract.



**Grid Services Agreement**

Essex

This Grid Services Agreement ("Agreement") is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Key Terms and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the "Effective Date").

**Key Terms**

**Buyer information**

Buyer Name: Humboldt Bay Municipal Water District

Street Address: 7270 West End Rd, Arcata, CA 95521, US

Signatory Name:

Signatory Phone Number:

NDA: Jun 12, 2020

**Tesla entity**

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304  
888-765-2489  
CA CSLB 949283

**Products**

**Products installed under Energy Products Purchase Agreement dated: May 26, 2020**

**Site: West End - JB-955125-00**

**Signed by**

Buyer:

Your signature:

Title:

Date:

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

January 14th, 2021



**Grid Services Agreement  
Terms & Conditions**

**1. Term; Grid Services.**

(a) This Agreement will continue in effect for the longer of (i) the duration of any maintenance agreement between Tesla and Buyer with respect to the Products; and (ii) ten (10) years from the date hereof (the "Term").

(b) During the Term, Tesla shall be permitted to control and dispatch the Products, up to 365 cycles per calendar year, to provide services in programs administered by the California Independent System Operator ("CAISO"), including without limitation Demand Response Auction Mechanism ("DRAM") program, and any other available energy, ancillary service, or demand response market or program in California, hereinafter referred to individually as a "Program" and collectively as the "Programs".

(c) In consideration of the dispatch rights in Section 1(b), and for any energy or capacity discharged, Tesla shall make an annual payment to Buyer of forty percent (40%) of revenues actually received by Tesla in connection with the Programs and attributable to the Products ("Participation Payment"), which amount shall be due and payable to Buyer on or before February 28 following the applicable year, with respect to that year.

(d) Tesla anticipates that modifications to the dispatch of Products for participation in grid services under this Agreement will have limited impact on customer utility bills, and expects that the Participation Payment will be greater than any decrease in utility bill savings that would have been derived if the Products had not participated in grid services programs. Tesla agrees to make the following "Make-Whole Payment" with respect to Buyer's reduced economics arising from the Programs, if participation in is not advantageous to customer:

(i) Buyer may request an evaluation within ten (10) days after the Participation Payment is made for an applicable calendar year.

(ii) Tesla will simulate Buyer's energy usage as measured at the utility meter with the Products on-site without participation in grid services under this Agreement, and use utility cost calculation methodologies to calculate utility costs without grid services per the simulation, and with grid services per actual dispatch of the Products, as measured on-site. The Make-Whole Payment will equal the difference between Buyer's actual utility costs (after accounting for the Participation Payment), and Buyer's utility costs in the scenario without grid services, as reasonably calculated by Tesla. Upon Tesla's request, Buyer will provide information reasonably necessary for this calculation, including without limitation Buyer's utility tariff. An example of such calculation is as follows:

	Scenario with Grid Services	Scenario without Grid Services
Annual Utility Costs	\$11,000	\$10,000
Participation Payment	\$700	\$0
Annual Utility Costs net of Participation Payment	\$10,300	\$10,000
Make-Whole Payment	\$300	

(iii) Subject to Buyer's timely provision of information as described in Section 1(d)(ii), Tesla shall pay Buyer the Make-Whole Payment by April 30 of the year following the year for which the Make-Whole Payment is calculated.

(iv) The Make-Whole Payment shall be Buyer's sole and exclusive remedy and Tesla's sole and exclusive liability for any increased energy costs (including demand charges) arising from participation in the Programs.

**2. Limitations.**

(a) Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to the other for claims accruing arising from or relating to this Agreement in any calendar year shall not exceed the greater of one dollar (\$1) per



kWh of the Products' capacity. This Section 2(a) does not apply to (i) Tesla's Make-Whole Payments (as applicable); or (ii) Buyer or Tesla's obligation to indemnify the other party with respect to third-party claims, as may be required under applicable law.

(b) Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Buyer agrees that the Participation Payment and the Make-Whole Payment are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) GIVEN THE NEED TO DISCHARGE THE PRODUCTS IN CONNECTION WITH THE PROGRAMS, TESLA CANNOT GUARANTEE THAT THE PRODUCTS WILL HAVE ANY PARTICULAR STATE OF CHARGE AT ANY PARTICULAR TIME. ACCORDINGLY, IT IS POSSIBLE THE PRODUCTS WILL HAVE LITTLE OR NO ENERGY AVAILABLE IF AND WHEN BUYER EXPERIENCES AN OUTAGE OF ELECTRICITY FROM THE GRID (AND "UNAVAILABILITY EVENT"). BUYER AGREES THAT THE PARTICIPATION PAYMENTS AND THE MAKE-WHOLE PAYMENTS ARE IN FULL CONSIDERATION OF SUCH UNAVAILABILITY EVENTS. BUYER AGREES THAT TESLA SHALL NOT BE LIABLE FOR, AND RELEASES TESLA FROM, ANY LOSS OR DAMAGE (INCLUDING THIRD-PARTY CLAIMS) ARISING FROM OR RELATING TO UNAVAILABILITY EVENTS.

### 3. Remote Access; Data.

(a) Participating in the Programs requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Tesla shall not be responsible for any issues, including foregone portions of the Participation Payment, arising from Buyer's failure to provide an internet connection. This Section 3(a) shall not apply to the extent that the Parties have agreed in writing that such Buyer-provided internet connectivity is not required.

(b) The NDA is incorporated by reference into this Agreement. The terms and conditions of the NDA will continue in force throughout the term of this Agreement and for three (3) years following its expiration or early termination. The terms and conditions of this Agreement, and any information regarding the Products shall be both Parties' Confidential Information for purposes of the NDA. The NDA shall not be interpreted to preclude any public entity from complying with comply with applicable freedom of information or similar laws in connection with this Agreement. In addition, Tesla may use data related to the Products obtained via the remote monitoring described in Section 2(a), and otherwise provided by Buyer to Tesla (including without limitation the Product's location and state of charge), as necessary to participate in the Programs. Without limitation, Tesla shall be permitted to disclose such data to the CAISO or other market administrators.

### 4. Breach; Remedies.

(a) Tesla may terminate this Agreement upon notice to Buyer, provided that Tesla shall owe the Participation Payment pro rata in respect of the payments Tesla actually receives for the Participation of the Products, as reasonably determined by Tesla. Such payment shall be due at the time for making the Participation Payment as set forth in Section 1(c).

(b) If Tesla or Buyer is in breach of this Agreement, the non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice and opportunity to cure; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law.

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

5. **Assignment; Subcontracting.** Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities, and (b) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument.

6. **Governing Law; Arbitration.** This Agreement is governed by the laws of the State of California. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and



conducted by a single arbitrator in English and in San Francisco, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

7. **Further Assurances.** Each party agrees to execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement; including without limitation that Buyer shall assist in filling out any forms required by the CAISO or other Program administrators.



TRF

**Grid Services Agreement**

This Grid Services Agreement ("Agreement") is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Key Terms and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the "Effective Date").

**Key Terms**

**Buyer information**

Buyer Name: Humboldt Bay Municipal Water District

Street Address: 444 Pipeline Rd, Arcata, CA 95521, US (JB-955143-00)

Signatory Name:

Signatory Phone Number:

NDA: Jun 12, 2020

**Tesla entity**

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304  
888-765-2489  
CA CSLB 949283

**Products**

**Products installed under Energy Products Purchase Agreement dated: June 16, 2020**

**Site:** Pipeline Rd - JB-955143-00

**Signed by**

Buyer:

Your signature:

Title:

Date:

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

January 14th, 2021



**Grid Services Agreement  
Terms & Conditions**

**1. Term; Grid Services.**

(a) This Agreement will continue in effect for the longer of (i) the duration of any maintenance agreement between Tesla and Buyer with respect to the Products; and (ii) ten (10) years from the date hereof (the "Term").

(b) During the Term, Tesla shall be permitted to control and dispatch the Products, up to 365 cycles per calendar year, to provide services in programs administered by the California Independent System Operator ("CAISO"), including without limitation Demand Response Auction Mechanism ("DRAM") program, and any other available energy, ancillary service, or demand response market or program in California, hereinafter referred to individually as a "Program" and collectively as the "Programs."

(c) In consideration of the dispatch rights in Section 1(b), and for any energy or capacity discharged, Tesla shall make an annual payment to Buyer of forty percent (40%) of revenues actually received by Tesla in connection with the Programs and attributable to the Products ("Participation Payment"), which amount shall be due and payable to Buyer on or before February 28 following the applicable year, with respect to that year.

(d) Tesla anticipates that modifications to the dispatch of Products for participation in grid services under this Agreement will have limited impact on customer utility bills, and expects that the Participation Payment will be greater than any decrease in utility bill savings that would have been derived if the Products had not participated in grid services programs. Tesla agrees to make the following "Make-Whole Payment" with respect to Buyer's reduced economics arising from the Programs, if participation in is not advantageous to customer:

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Annual Utility Costs net of Participation Payment	\$10,300	\$10,000
Make-Whole Payment	\$300	

(iii) Subject to Buyer's timely provision of information as described in Section 1(d)(ii), Tesla shall pay Buyer the Make-Whole Payment by April 30 of the year following the year for which the Make-Whole Payment is calculated.

(iv) The Make-Whole Payment shall be Buyer's sole and exclusive remedy and Tesla's sole and exclusive liability for any increased energy costs (including demand charges) arising from participation in the Programs.

**2. Limitations.**

(a) Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to the other for claims accruing arising from or relating to this Agreement in any calendar year shall not exceed the greater of one dollar (\$1) per



kWh of the Products' capacity. This Section 2(a) does not apply to (i) Tesla's Make-Whole Payments (as applicable); or (ii) Buyer or Tesla's obligation to indemnify the other party with respect to third-party claims, as may be required under applicable law.

(b) Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Buyer agrees that the Participation Payment and the Make-Whole Payment are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) GIVEN THE NEED TO DISCHARGE THE PRODUCTS IN CONNECTION WITH THE PROGRAMS, TESLA CANNOT GUARANTEE THAT THE PRODUCTS WILL HAVE ANY PARTICULAR STATE OF CHARGE AT ANY PARTICULAR TIME. ACCORDINGLY, IT IS POSSIBLE THE PRODUCTS WILL HAVE LITTLE OR NO ENERGY AVAILABLE IF AND WHEN BUYER EXPERIENCES AN OUTAGE OF ELECTRICITY FROM THE GRID (AND "UNAVAILABILITY EVENT"). BUYER AGREES THAT THE PARTICIPATION PAYMENTS AND THE MAKE-WHOLE PAYMENTS ARE IN FULL CONSIDERATION OF SUCH UNAVAILABILITY EVENTS. BUYER AGREES THAT TESLA SHALL NOT BE LIABLE FOR, AND RELEASES TESLA FROM, ANY LOSS OR DAMAGE (INCLUDING THIRD-PARTY CLAIMS) ARISING FROM OR RELATING TO UNAVAILABILITY EVENTS.

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(a) Participating in the Programs requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Tesla shall not be responsible for any issues, including foregone portions of the Participation Payment, arising from Buyer's failure to provide an internet connection. This Section 3(a) shall not apply to the extent that the Parties have agreed in writing that such Buyer-provided internet connectivity is not required.

(b) The NDA is incorporated by reference into this Agreement. The terms and conditions of the NDA will continue in force throughout the term of this Agreement and for three (3) years following its expiration or early termination. The terms and conditions of this Agreement, and any information regarding the Products shall be both Parties' Confidential Information for purposes of the NDA. The NDA shall not be interpreted to preclude any public entity from complying with comply with applicable freedom of information or similar laws in connection with this Agreement. In addition, Tesla may use data related to the Products obtained via the remote monitoring described in Section 2(a), and otherwise provided by Buyer to Tesla (including without limitation the Product's location and state of charge), as necessary to participate in the Programs. Without limitation, Tesla shall be permitted to disclose such data to the CAISO or other market administrators.

### 4. Breach; Remedies.

(a) Tesla may terminate this Agreement upon notice to Buyer; provided that Tesla shall owe the Participation Payment pro rata in respect of the payments Tesla actually receives for the Participation of the Products, as reasonably determined by Tesla. Such payment shall be due at the time for making the Participation Payment as set forth in Section 1(c).

(b) If Tesla or Buyer is in breach of this Agreement, the non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice and opportunity to cure; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law.

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

5. **Assignment; Subcontracting.** Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities, and (b) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument.

6. **Governing Law; Arbitration.** This Agreement is governed by the laws of the State of California. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and





conducted by a single arbitrator in English and in San Francisco, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

7. **Further Assurances.** Each party agrees to execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement; including without limitation that Buyer shall assist in filling out any forms required by the CAISO or other Program administrators.

Confidential

**Confidential**

Essex

January 14, 2021

Humboldt Bay Municipal Water District  
7270 West End Rd, Arcata, CA 95521, US  
Attention: John Friedenbach

Re: Consent to Assignment of Energy Products Purchase Agreement and Energy Products Operation and Maintenance Agreement

Dear John:

Reference is made to the Energy Products and Purchase Agreement dated as of May 26, 2020 (the "**Purchase Agreement**"), and the Energy Products Operation and Maintenance Agreement dated May 26, 2020 between Tesla, Inc. ("**Tesla**"), and Humboldt Bay Municipal Water District (the "**O&M Agreement**" and, together with the Purchase Agreement, the "**Agreements**"). All terms capitalized but not defined herein shall have the meaning given thereto in the Agreements.

By this letter, Tesla is seeking your consent to certain assignments in connection with its financing activities involving the Agreements. In order to finance construction of the system covered by the Agreements, Tesla plans to assign the Agreements to Corporate Credit, Inc. ("**CCI**"). As part of that assignment effort, CCI and Tesla plan to execute construction and maintenance agreements pursuant to which Tesla will construct and then maintain the system in a manner consistent with the Agreements. Tesla and CCI may also need to further assign the Agreements as collateral to their respective financing parties.

Accordingly, in furtherance of the above, Tesla seeks your consent to (1) its assignment of the Agreements to CCI, and (2) Tesla's and CCI's collateral assignment of the Agreements to their respective financing parties.

Please indicate your consent by executing this letter agreement where indicated below and sending (either by mail or as .pdf via email) a copy of the fully-executed letter to Tesla at the address specified in the Agreements. Thanks very much for your help in this matter.

Confidential

Confidential

TRF

January 14, 2021

Humboldt Bay Municipal Water District  
444 Pipeline Rd, Arcata, CA 95521, US (JB-955143-00)  
Attention: John Friedenbach

Re: Consent to Assignment of Energy Products Purchase Agreement and Energy Products Operation and Maintenance Agreement

Dear John:

Reference is made to the Energy Products and Purchase Agreement dated as of June 16, 2020 (the "Purchase Agreement"), and the Energy Products Operation and Maintenance Agreement dated June 16, 2020 between Tesla, Inc. ("Tesla"), and Humboldt Bay Municipal Water District (the "O&M Agreement" and, together with the Purchase Agreement, the "Agreements"). All terms capitalized but not defined herein shall have the meaning given thereto in the Agreements.

By this letter, Tesla is seeking your consent to certain assignments in connection with its financing activities involving the Agreements. In order to finance construction of the system covered by the Agreements, Tesla plans to assign the Agreements to Corporate Credit, Inc. ("CCI"). As part of that assignment effort, CCI and Tesla plan to execute construction and maintenance agreements pursuant to which Tesla will construct and then maintain the system in a manner consistent with the Agreements. Tesla and CCI may also need to further assign the Agreements as collateral to their respective financing parties.

Accordingly, in furtherance of the above, Tesla seeks your consent to (1) its assignment of the Agreements to CCI, and (2) Tesla's and CCI's collateral assignment of the Agreements to their respective financing parties.

Please indicate your consent by executing this letter agreement where indicated below and sending (either by mail or as .pdf via email) a copy of the fully-executed letter to Tesla at the address specified in the Agreements. Thanks very much for your help in this matter.

Very truly yours,

Tesla, Inc.

By: 

Name: RJ Johnson

Title: Sr. Director, Energy Operations

Consented to as of \_\_\_\_\_:

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term.

- ☐ Appointments shall be made by the Board within 60 days of the vacancy.
- ☐ Prior to the appointment, a notice of vacancy shall be posted in three or more conspicuous places for at least 15 days.
- ☐ The county elections office must be notified within 15 days of the appointment.

(Water Code Section 71250 and following, and Government Code 24200)

## **Section 5 Internal Organization – Officers, appointed positions and Employees**

### **Section 5.1 - Election of President; vVice President**

At its first meeting in the month of January of each odd-numbered year, the bBoard must elect one of its members president. ~~The President.~~ The Bboard may at any meeting elect one of its members vice president Vice-President. If the President is absent or unable to act, the vVice-president shall exercise the powers of the President.

### **Section 5.2 - Appointments**

The Bboard will appoint, by a majority vote, a Secretary, Treasurer, Attorney, General Manager, and aAuditor, and shall define their duties and fix their compensation. The bBoard may at any meeting appoint an Assistant secretary and assistant treasurer. Each of these shall serve at the pleasure of the Bboard. The bBoard may consolidate the offices of Secretary and Treasurer.

### **Section 5.3 - Employment of employees**

The bBoard may employ additional employees as it deems necessary to efficiently maintain and operate the District.

### **Section 5.4 - President and secretary Vice-President**

The President and secretary Vice-President, in addition to the duties imposed on them by law, will perform such duties as may be imposed on them by the bBoard. The President shall preside over public meetings, attend agenda review meetings with Staff, serve on the Water Task Force committee, the Board Policy and Evaluations committee, and the Mad River Policy committee if two other Board members are not appointed.

### **Section 5.5 - Treasurer**

The Treasurer, or other persons as may be authorized by the bBoard, will draw checks to pay demands when such demands have been audited and approved in the manner prescribed by the Bboard. The Treasurer shall- serve on the Audit committee.

### **Section 5.6 – Secretary**

The Secretary, or other persons as may be authorized by the Board, will review draft minutes prepared by the Staff Board Secretary prior to adoption.

### **Section 5.67 - General Manager**

Subject to the approval of the Board of Directors, the General Manager has:

- (a) full charge and control of the construction, maintenance, and operation, of the water system,

(b) full power and authority to employ and discharge all employees and assistants (other than the officers referred to in Section 5.2 above) and prescribe their duties, and fix their compensation.

The General manager will also perform other duties as prescribed by the Board.

#### **Section 5.7.8 – Legal Counsel**

The attorney will be the legal counsel of the District and will perform other duties as may be prescribed by the board.

#### **Section 5.8.9 – Auditor**

On an annual basis, the Auditor shall review District financial transactions for accuracy and transparency as well as to ensure compliance with all applicable GAAP and GASB requirements. Upon completions of this annual review and analysis, the Auditor shall issue Audited Financial Statements for the District.

#### **Section 5.9.10 – Committees**

The Board may create committees, either standing or ad-hoc, and prescribe their duties and authority. Prior to appointment of Board members to any committee, the President shall initiate a discussion to answer any questions about the purpose of the committee, and to assess Board Members' interest and availability to serve on that committee. Following such discussion, the President shall nominate Board Members to serve on the committee, following which the Board shall approve the nomination(s). No more than two Board Members may serve on the same committee.

Appendix E contains a listing of the District's current officers, other appointments, and the current committee members and charters.

(Water Code Section 71273 and Section 71340 and following)

### **Section 6. Board-Staff Relationship**

The General Manager serves at the pleasure of the Board. The Board will provide policy direction and instructions to the General Manager on matters within the authority of the Board by majority vote of the Board during duly-convened Board of Directors and Board committee meetings. The General Manager will establish procedures to implement the Board-approved polices, and will manage and direct staff.

Members of the Board will deal with matters within the authority of the General Manager through the General Manager, and not through other District employees. Members of the Board will refrain from making requests directly to District employees (rather than to the General Manager) to undertake analyses, perform other work assignments or change the priority of work assignments. Members of the Board may request non-confidential, factual information regarding District operations from District employees at any time. Members of the Board are encouraged to tour District facilities and see projects in progress to learn about the District's system and operations.

### **Section 7. Decision Making by the Board**

#### **Section 7.1 – Governing Body**

The Board is the governing body of the District.

#### **Section 7.2 - Quorum**

**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: February 4, 2021

Re: PG&E Easement

**Discussion**

In connection with the relocation of our 12kV switchgear at Essex, the power line drop from PG&E at West End Road needs to be moved. PG&E has requested that the attached easement be granted by the District to accommodate placing our power lines in this new location.

Staff has identified two minor edits to the proposed easement. Specifically, in the first paragraph on page one of the easement, staff has requested that the words "gas" and "under" be removed from the easement language. There will never be a gas line in this location and there will not be undergrounding of power in this location as both situations would need to cross North Coast Railroad property and the proposed location of the Annie & Mary trail. PG&E has agreed to provide a modified easement with these two words deleted.

**Staff Request**

Staff requests that the Board authorize granting the easement to PG&E for the relocation of our overhead power line drop from West End Road to our new 12kV switchgear location at Essex. The easement will be executed once the revised language is received.



RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax \_\_\_\_\_

LD#1106-01-10046  
PM# 35131935

EASEMENT DEED

HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a public body of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, ~~gas~~, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of Humboldt, State of California, described as follows: x  
x

(APN 504-201-011)

That portion of the southeast quarter of the northwest quarter of Section 15, Township 6 North, Range 1 East, Humboldt Base and Meridian, lying northerly of the northerly boundary line of the county road known as West End Road and southerly of the southerly boundary line of the Arcata and Mad River Railroad.

The easement area is described as follows:

The strip of land of the uniform width of 30 feet, lying 15 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. 35131935A attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: \_\_\_\_\_, \_\_\_\_\_.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a public body

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

I hereby certify that a resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the \_\_\_\_\_ authorizing the foregoing grant of easement.  
By \_\_\_\_\_



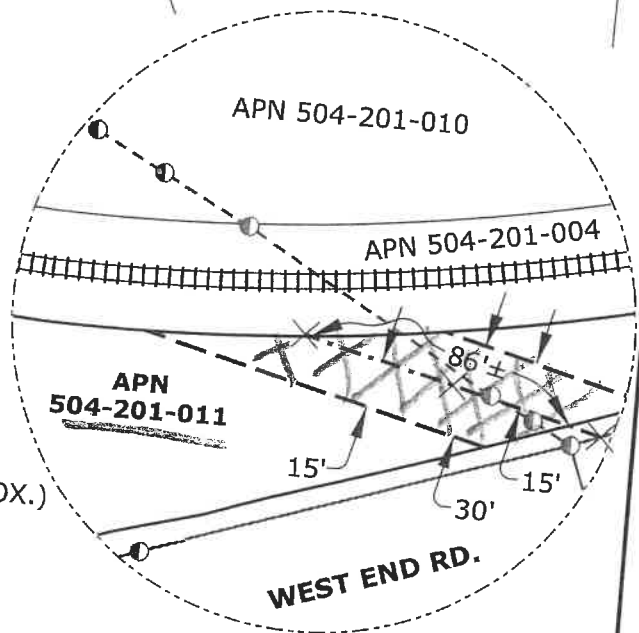
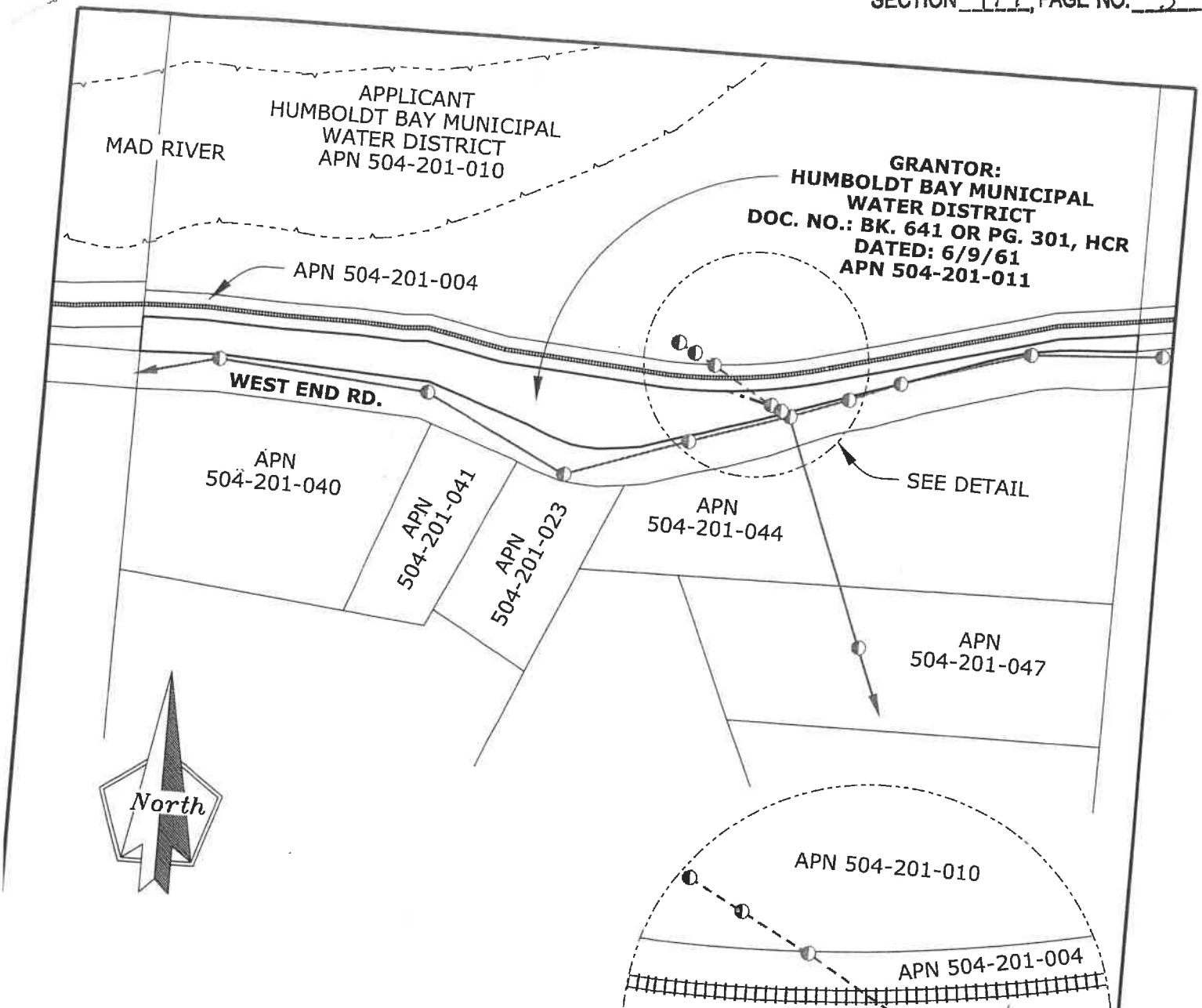
## EXHIBIT "A"

## GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.



- LEGEND**
- PARCEL LINE
  - - - - NEW PG&E EASEMENT OUTLINE (APPROX.)
  - STRIP CENTERLINE/OVERHEAD ELECTRIC (APPROX.)
  - EXISTING POLE LINE
  - EXISTING POLE LINE TO BE REMOVED
  - - - - APPROXIMATE EDGE OF RIVER
  - X NEW POLE
  - HCR HUMBOLDT COUNTY RECORDS
  - N.T.S. NOT TO SCALE
  - OR OFFICIAL RECORDS

DETAIL  
SCALE: 1"=60'

LESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Client: **RELOCATE PRIMARY SERVICE AT 7270 WEST END RD., ARCATA** LD# 1106-01-10046

SECTION 1/4 OF NW 1/4 SECTION 15	TOWNSHIP 6N	RANGE 1E	MERIDIAN HBM	COUNTY OF: HUMBOLDT	CITY OF:	SCALE 1"=200'	DATE 3/30/20
F MAP: M1024				F.B.:	DR.BY: J728	CH.BY: DRSD	
REFERENCES:				PG&E	HUMBOLDT DIVISION	35131935 AUTHORIZ	35131935A DRAWING NO

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

1/28/2021

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
P.O. Box 95  
Eureka, CA 95502-0095

Subject: Time Extension Approval # 2  
FEMA-4240-DR-CA, Valley and Butte Fires  
Cal OES PJ0017, FEMA 024, HBMWD 12kV Switchgear Relocation  
Subrecipient: Humboldt Bay Municipal Water District  
FIPS: 023-91000


Dear John Friedenbach:

The California Governor's Office of Emergency Services (Cal OES) received your letter on November 23, 2020, requesting a time extension from March 22, 2021 to March 22, 2022 for completion of the project referenced above. Cal OES reviewed the project history and has determined that the time extension is warranted based on the factors listed in your letter.

The approved budget and scope of work remain unchanged for this project. A time extension is approved and all work must be completed by the extended date.

If you have any questions, please contact Michele Telfer, Regional Manager, at (916) 926-9876 or Michele.Telfer@CalOES.ca.gov.

Sincerely,

DocuSigned by:  
  
B87C1D9FC4CC492...

JENNIFER L. HOGAN  
State Hazard Mitigation Officer

Enclosure(s)



3650 SCHRIEVER AVENUE • MATHER, CA 95655  
RECOVERY SECTION • HAZARD MITIGATION ASSISTANCE BRANCH  
PHONE: (916) 845-8200 • FAX: (916) 845-8387  
www.CalOES.ca.gov

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

1/22/2021

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
P.O. Box 95  
Eureka, CA 95502-0095

Subject: Phase 1 Time Extension Approval # 1  
FEMA-4344-DR-CA, October 2017 California Wildfires  
Cal OES PJ0040, FEMA 010, HBMWD Reservoirs Seismic Retrofit  
Subrecipient: Humboldt Bay Municipal Water District, FIPS: 023-91000


Dear John Friedenbach:

The California Governor's Office of Emergency Services (Cal OES) received your letter on November 20, 2020, requesting a time extension from March 17, 2021 to July 31, 2021 for completion of Phase 1 for the project referenced above. Cal OES reviewed the project history and has determined that the time extension is warranted based on the factors listed in your letter.

The approved budget and scope of work remain unchanged for this project. A time extension is approved and all work in Phase 1 must be completed by the extended date.

If you have any questions, please contact Michele Telfer, Regional Manager, at (916) 845-8198 or Michele.Telfer@CalOES.ca.gov.

Sincerely,

DocuSigned by:  
  
B87C1D9FC4CC482...

JENNIFER L. HOGAN  
State Hazard Mitigation Officer

Enclosure(s)



3650 SCHRIEVER AVENUE • MATHER, CA 95655  
RECOVERY SECTION • HAZARD MITIGATION ASSISTANCE BRANCH  
PHONE: (916) 845-8200 • FAX: (916) 845-8387  
www.CalOES.ca.gov



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

### BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

## LOCAL MATCH FUND COMMITMENT LETTER

February 11, 2021

California Governor's Office of Emergency Services  
Hazard Mitigation Grants Program Unit  
3650 Schriever Avenue  
Mather, CA 95655

**RE: DR-4558 Subapplication Funding Match Commitment Letter**

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program process, a local funding match of at least 25% is required. This letter serves as Humboldt Bay Municipal Water District's (HBMWD) commitment to meet the local match fund requirements for the Hazard Mitigation Grant Program.

**SOURCE OF NON-FEDERAL FUNDS:** Local Agency Funding.

**NAME OF FUNDING SOURCE:** HBMWD Water Rates.

**FUNDS AVAILABLE DATE:** February 11, 2021.

**FEDERAL SHARE AMOUNT REQUESTED:** \$1,553,457.

**LOCAL SHARE AMOUNT MATCH:** \$517,819.

**FUNDING TYPE:** Cash from municipal customer water rates.

If additional federal funds are requested, an additional local match fund commitment letter will be required.

Kindly contact Chris Harris, Business Manager, at 707-443-5018 or [harris@hbmwd.com](mailto:harris@hbmwd.com) if you have any questions.

Respectfully,

John Friedenbach  
General Manager



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO BOX 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

### BOARD OF DIRECTORS

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MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

## PROJECT MAINTENANCE LETTER

February 11, 2021

California Governor's Office of Emergency Services  
Hazard Mitigation Grants Program Unit  
3650 Schriever Avenue  
Mather, CA 95655

**RE: DR-4558-0389 Project Subapplication Maintenance Letter**

Dear State Hazard Mitigation Officer:

This is to confirm that Humboldt Bay Municipal Water District (HBMWD) is committed to perform the necessary maintenance for the entire useful life (19 years) of this project once completed. The HBMWD is allocating an annual budget of \$1,000 which will allow maintenance to occur as needed to ensure the emergency generator and fuel tank remain in good repair and operational.

**ENTITY RESPONSIBLE FOR THE MAINTENANCE:** Humboldt Bay Municipal Water District.

**PAST MAINTENANCE TASKS INVOLVED:** Fuel and testing existing emergency generator.

**FUTURE MAINTENANCE TASKS INVOLVED:** Maintain fuel supply, perform testing, oil changes of the new generator system.

**FUTURE MAINTENANCE SCHEDULE:** Weekly testing, annual oil change, monthly topping off of fuel supply.

**FUTURE COST OF MAINTENANCE:** \$1,000 / year.

**SOURCE OF FUTURE MAINTENANCE FUNDS:** HBMWD municipal customer water rates.

Kindly contact Chris Harris, Business Manager at 707-443-5018 or [harris@hbmwd.com](mailto:harris@hbmwd.com) with any questions.

Respectfully,

John Friedenbach  
General Manager



**John Friedenbach**

**From:** Braziel, Whitney@CalOES <Whitney.Braziel@CalOES.ca.gov>  
**Sent:** Friday, January 29, 2021 2:11 PM  
**To:** John Friedenbach  
**Cc:** Nathan Stevens; Miller, Ron@CalOES  
**Subject:** Subapplication Not Submitted, BRIC-2020, PJ0141, Humboldt Bay Municipal Water District

Denied ☹️

Dear John Friedenbach:

The California Office of Emergency Services (Cal OES) received and reviewed your subapplication requesting funds from the Building Resilient Infrastructures and Communities (BRIC) grant program. Cal OES did not submit your subapplication to the Federal Emergency Management Agency (FEMA) for funding consideration under BRIC -2020.

Each state is limited to a \$600,000 federal cost share for projects in the BRIC Capability and Capacity Building category. Combined, Cal OES's subapplicants requested over \$10 million for the federal share for projects in this category. Consequently, many high quality subapplications were not selected for submission to FEMA. In order to create a pipeline of future BRIC projects, Cal OES chose to prioritize projects that included the preparation of a complete subapplication for future funding opportunities within the scope of work and budget. We then selected projects that addressed California's specific hazards and lifelines, provided near-term life safety benefits, created collaborative partnerships, and identified innovative solutions to address hazard risk.

Cal OES is authorized to discuss your subapplication only with the Authorized Agent, Primary Contact or Alternate Contact. If the subapplicant wants Cal OES to communicate with anyone other than the listed contacts, such as a consultant, we need written authorization on official letter head or by email.

Although Cal OES is not submitting this subapplication to FEMA for funding consideration, we appreciate the time and effort you expended applying for this grant and we encourage you to continue to apply for future funding opportunities.

If you have any questions, please contact Ron Miller, Division Chief at [ron.miller@caloes.ca.gov](mailto:ron.miller@caloes.ca.gov).

Sincerely,

**Whitney Braziel**, Division Chief  
 Hazard Mitigation Assistance  
 Recovery - Hazard Mitigation Assistance Branch  
**California Governor's Office of Emergency Services**

**From:** noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** No Reply - HMA  
**Sent:** Wednesday, January 27, 2021 10:05 AM  
**To:** Nathan Stevens  
**Subject:** Status of your NOI Request

Hi Nathan Stevens,

The California Governor's Office of Emergency Services (Cal OES) has received the Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) submitted by your agency.

Project Number: PA-00000538

Subapplicant Name: Nathan Stevens

Activity Title: Advance Assistance – Matthews Dam and Spillway Seismic Stability Analysis and Design

Federal Share Request: \$814,500.00

Required Applicant Match: \$271,500.00

Your NOI was reviewed by Cal OES staff and determined to represent an eligible HMGP activity.

This email is the formal invitation for your organization to submit a full subapplication for consideration of HMGP funding.

Please refer to the [HMGP webpage](#) for the following:

- Subapplication due date: 5/1/2021
- HMGP project and planning subapplication forms
- Subapplication Development and Benefit Cost Analyst (BCA) training resources

Subapplications received after the posted due date may not be considered for the current funding opportunity. Subapplications received after the posted due date will be considered for future funding opportunities.

Please direct any questions to [HMA@caloes.ca.gov](mailto:HMA@caloes.ca.gov).

Thank you for your interest in the Hazard Mitigation Assistance program.

Sincerely,  
Cal OES Hazard Mitigation Assistance Branch

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
STATEMENT OF FUND BALANCES - PAGE 1 OF 2**

**BANK ACCOUNT BALANCES AT MONTH-END**

January 31, 2021

January 31, 2020

**GENERAL ACCOUNTS**

1. US Bank - General Account	2,129,729.04	1,295,186.65
2. US Bank - Xpress BillPay/Electronic Payments Account	5,108.38	487.84
<i>Subtotal</i>	2,134,837.42	1,295,674.49

**INVESTMENT & INTEREST BEARING ACCOUNTS**

3. US Bank - DWR/SRF Money Markey Acctnt	166,510.79	166,275.21
4. US Bank - DWR/SRF Reserve CD Account	547,336.94	547,336.94
5. US Bank - PARS Investment Account	933,119.66	785,904.75
6. L. A. I. F Account - General Account	1,687.78	1,687.78
7. L. A. I. F Account - MSRA Reserve Account	441,335.20	436,009.70
8. CalTRUST - Restricted Inv. Account (Medium Term)	1,320,606.21	-
9. CalTRUST - Unrestricted Inv. Account (Medium Term)	431,987.92	-
10. CalTRUST - DWFP Reserve Account (FedFund)	240,658.62	-
11. CalTRUST - ReMat Account (LEAF Fund)	653,883.36	522,410.91
12. CalTRUST - General Reserve Account (Short-Term)	2,380,336.90	1,220,035.03
13. Humboldt County - SRF Loan Payment Account	97,084.62	96,052.79
14. Humboldt County - 1% Tax Account	1,166.69	-
15. Principle Investment Account	26,310.18	28,275.30
<i>Subtotal</i>	7,242,024.87	3,803,988.41

**OTHER ACCOUNTS**

16. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
17. Cash on Hand	650.00	650.00
18. Humboldt County - Investment Account (clsd)	14,737.06	1,708,452.75
19. Humboldt County - DWFP Reserve Account (clsd)	1,473.93	238,086.51
20. Humboldt County - MSRA Reserve Account (clsd)	1,884.65	-
21. Humboldt County - ReMat Account (clsd)	2,846.01	-
<i>Subtotal</i>	48,591.65	1,974,189.26

<b>TOTAL CASH</b>	<b>9,425,453.94</b>	<b>7,073,852.16</b>
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HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
STATEMENT OF FUND BALANCES - PAGE 2 OF 2



**FUND BALANCES AT MONTH-END**

January 31, 2021

January 31, 2020

**RESTRICTED FUNDS - ENCUMBERED**

1. Prior-Year Price Factor 2 Rebate	(10,929.65)	(27,175.57)
2. Prior-Year Restricted AP Encumbrances	(132,638.00)	(52,313.00)
3. Advanced Charges - 12Kv Relocation	-	(344,707.00)
4. Advanced Charges - 18,000lb Excavator	(222,800.00)	(54,343.00)
5. Advanced Charges - 3x Tank Seismic Retrofit	(230,044.00)	(30,000.00)
6. Advanced Charges - Cathodic Protection Project	(58,331.00)	-
7. Advanced Charges - Collector 2 Rehabilitation	(682,688.00)	(385,000.00)
8. Advanced Charges - On-Site Generation of Chlorine	(462,862.00)	-
9. Advanced Charges - Redundant Pipeline	(129,169.00)	-
10. Advanced Charges - TRF Emergency Generator	(289,581.00)	(225,000.00)
11. Advanced Charges - Chlorine Scrubber	-	(350,000.00)
<i>Subtotal</i>	(2,219,042.65)	(1,468,538.57)

**RESTRICTED FUNDS - OTHER**

12. 1% Tax Credit to Muni's	-	(29,072.96)
13. DWR Reserve for SRF Payment	(166,510.79)	(166,275.21)
14. DWR Reserve for SRF Loan	(547,336.94)	(547,336.94)
15. Pension Trust Reserves	(933,119.66)	(785,904.75)
16. ReMat Deposit	(27,000.00)	(27,000.00)
17. HB Retail Capital Replacement Reserves	(77,499.08)	-
<i>Subtotal</i>	(1,751,466.47)	(1,555,589.86)

**UNRESTRICTED FUNDS**

**BOARD RESTRICTED**

18. MSRA Reserves	(443,022.98)	(436,009.70)
19. DWFP Reserves	(240,658.62)	(238,086.51)
20. ReMat Reserves	(653,883.36)	(522,410.91)
21. Paik-Nicely Development	(4,158.00)	(4,158.00)
22. Principle Investment Reserves	(26,310.18)	(28,275.30)
<i>Subtotal</i>	(1,368,033.14)	(1,228,940.42)

**UNRESTRICTED RESERVES**

23. Accumulation for SRF Payment	(97,084.62)	(96,052.79)
24. Accumulation for Ranney/Techite Payment	(6,930.46)	76.70
25. General Fund Reserves	(3,982,896.60)	(2,730,439.66)
<i>Subtotal</i>	(4,086,911.68)	(2,820,783.31)
<b>TOTAL NET POSITION</b>	<b>(9,425,453.94)</b>	<b>(7,073,852.16)</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 REVENUE REPORT  
 January 31, 2021

**A. REVENUE RETURNED TO CUSTOMERS VIA PF2**

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
<b>1. Humboldt Bay Retail Water Revenue</b>	22,992	180,193	262,683	318,394	57%
<b>General Revenue</b>					
Interest	0	0	570	30,000	0%
FCSD Contract (Maint. & Operations)	0	116,447	151,760	225,000	52%
Power Sales (Net ReMat)	4,460	61,556	38,449	220,000	28%
Tax Receipts (1% Taxes)	0	0	0	825,000	0%
<b>2. Miscellaneous Revenue*</b>	15,685	63,736	21,127	50,000	127%
<i>*Detail on following page</i>					
<b>TOTAL PF2 REVENUE CREDITS</b>	<b>43,136</b>	<b>421,932</b>	<b>474,589</b>	<b>1,668,394</b>	<b>25%</b>

**B. DISTRICT REVENUE**

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
<b>3. Industrial Water Revenue</b>					
Harbor District	0	293	297	0	0
<i>Subtotal Industrial Water Revenue</i>	0	293	297	0	0
<b>4. Municipal Water Revenue</b>					
City of Arcata	105,390	739,264	802,966	1,147,108	64%
City of Blue Lake	14,584	103,260	112,316	161,539	64%
City of Eureka	248,885	1,745,296	1,896,048	2,753,934	63%
Fieldbrook CSD	0	83,159	101,829	149,132	56%
Humboldt CSD	81,950	571,207	609,066	886,893	64%
Manila CSD	5,770	41,318	44,182	62,563	66%
McKinleyville CSD	85,958	603,441	639,944	916,164	66%
<i>Subtotal Municipal Water Revenue</i>	542,537	3,886,946	4,206,350	6,077,332	64%
<b>TOTAL INDUSTRIAL &amp; WHOLESALE REVENUE</b>	<b>542,537</b>	<b>3,887,240</b>	<b>4,206,647</b>	<b>6,077,332</b>	<b>64%</b>
<b>5. Power Sales</b>					
Power Sales (ReMat Revenue)	10,086	131,687	78,511	300,000	44%
Interest (ReMat Revenue)	0	5,620	1,930	0	
<b>TOTAL REMAT REVENUE</b>	<b>10,086</b>	<b>137,307</b>	<b>80,441</b>	<b>300,000</b>	<b>46%</b>
<b>6. Other Revenue and Grant Reimbursement</b>					
HB Retail Capital Replacement Rev.	3,737	24,636	24,510		
FCSD Contract (Admin & Overhead)	0	48,179	44,145		
FEMA/CalOES Grant Revenue	219,155	372,754	0		
SWRCB In-Stream Flow Grant Revenue	0	44,742	0		
Quagga Grant (Pass-Through)	0	0	0		
August Complex Fire Recovery	4,356	4,356	0		
Interest - Muni PF2 Retained	705	24,935	620		
Net Increase/(Decrease) Investment Accounts	24,390	126,467	36,529		
<b>TOTAL OTHER/GRANT REVENUE</b>	<b>252,344</b>	<b>646,069</b>	<b>105,804</b>		
<b>GRAND TOTAL ALL REVENUE</b>	<b>848,104</b>	<b>5,092,547</b>	<b>4,867,482</b>	<b>8,045,726</b>	<b>63%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 MISCELANEOUS REVENUE - DETAIL REPORT  
 January 31, 2021

**B. MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)**

	MTD RECEIPTS	YTD RECEIPTS
<b>Miscellaneous Revenue</b>		
ACWA/JPIA HR LaBounty Safety Award	-	350
ACWA/JPIA Wellness Grant	-	952
Dividend - Principal Life	-	897
Fees - Park Use	-	400
Rebate - CALCard	-	387
Rebate - WISE Incentive	-	12,809
Refund - Diesel Fuel Tax	-	111
Refunds - Miscellaneous	-	231
Reimb - Attorney Fees-Kirkpatrick	-	775
Reimb - Attorney Fees-Vivid Green	2,161	2,161
Reimb. - Copies & Postage	8	62
Reimb. - Gas	-	-
Reimb. - Telephone	-	-
Reimb. - Emp. Vol. Life & AD&D	-	118
Rent - Parking Lot	-	-
Rent & Deposit - Vivid Green	1,600	3,600
Retirees' Health Ins./COBRA Reimb.	11,790	34,509
Sale - Surplus Equipment	-	4,708
UB - Bad Debt Recovery	-	161.4
UB - Water Processing Fees	30	270
UB - Hydrant Rental Deposit/Use	96	635
<b>Ruth Area</b>		
Lease - Don Bridge	-	-
Rent - Ruth Cabin	-	600
<hr/>		
<b>TOTAL MISCELANEOUS REVENUE</b>	<b>15,685</b>	<b>63,736</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 ALL - MONTHLY EXPENDITURE REPORT - PAGE 1 OF 3  
 January 31, 2021

58% Of Budget Year

**SALARY AND EMPLOYEE BENEFIT EXPENDITURES (S. E. B.)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<b><i>Compensation</i></b>					
1. Wages - Regular	169,919.30	1,159,327.05	85,182.60	2,241,878	
2. Wages - Sick	3,375.05	27,568.10	2,659.80		
3. Wages - Vacation	17,239.64	98,771.45	21,899.94		
<i>Subtotal</i>	190,533.99	1,285,666.60	109,742.34	2,241,878	57%
4. Wages - Overtime	828.08	17,853.61	2,680.64	15,000	
5. Wages - Holiday (Worked)	2,613.64	6,901.89	1,434.73	15,000	
<i>Subtotal</i>	3,441.72	24,755.50	4,115.37	30,000	83%
6. Wages - Part-Time	1,289.65	19,991.78	3,755.98	78,551	25%
7. Wages - Shift Differential	757.60	6,097.28	803.80	11,000	55%
8. Wages - Standby	7,712.66	47,798.72	7,339.03	81,000	59%
9. Director Compensation	2,000.00	13,200.00	2,000.00	26,000	51%
10. Secretarial Fees	262.50	1,837.50	262.50	3,200	57%
11. Payroll Tax Expenses	19,350.44	109,029.37	7,897.89	192,173	57%
<i>Subtotal</i>	31,372.85	197,954.65	22,059.20	391,924	51%
<b><i>Employee Benefits</i></b>					
12. Health, Life, & LTD Ins.	64,204.07	390,724.60	227.11	704,507	55%
13. Air Medical Insurance	-	1,755.00	-	2,145	82%
14. Retiree Medical Insurance	12,185.29	86,092.46	11,405.30	103,530	83%
15. Employee Dental Insurance	2,736.84	19,021.92	417.28	39,399	48%
16. Employee Vision Insurance	584.64	4,175.75	612.48	7,350	57%
17. Employee EAP	74.97	573.88	11.75	1,116	51%
18. 457b District Contribution	2,550.00	17,650.00	2,650.00	30,600	58%
19. CalPERS Expenses	26,967.72	388,990.87	201,123.73	547,851	71%
20. Workers Comp Insurance	20,595.79	63,122.49	26,534.32	100,961	63%
<i>Subtotal</i>	129,899.32	972,106.97	242,981.97	1,537,459	63%
<b>TOTAL S.E.B</b>	<b>355,247.88</b>	<b>2,480,483.72</b>	<b>378,898.88</b>	<b>4,201,261</b>	<b>59%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3

January 31, 2021

58% Of Budget Year

**SERVICE & SUPPLY EXPENDITURES (S & S)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<b>Operations &amp; Maintenance</b>					
1. Auto Maintenance	2,892.69	20,812.54	3,082.42	39,700	52%
2. Engineering	2,284.64	14,622.49	5,026.37	75,000	19%
3. Lab Expenses	890.80	9,402.80	75.00	13,000	72%
4. Maintenance & Repairs					
General	1,588.07	15,563.13	(20,045.69)	48,000	32%
TRF	527.83	4,196.08	(43.00)	20,000	21%
Subtotal	2,115.90	19,759.21	(20,088.69)	68,000	29%
5. Materials & Supplies					
General	6,239.00	26,989.05	4,376.04	38,000	71%
TRF	13.63	6,648.41	1,140.71	35,000	19%
Subtotal	6,252.63	33,637.46	5,516.75	73,000	46%
6. Radio Maintenance	1,542.50	4,784.41	524.28	8,500	56%
7. Ruth Lake License	-	1,500.00	-	1,500	100%
8. Safety Equip./Training					
General	1,418.14	11,139.12	495.55	22,000	51%
TRF	-	675.55	-	2,000	34%
Subtotal	1,418.14	11,814.67	495.55	24,000	49%
9. Tools & Equipment	62.48	2,350.90	(4,179.34)	5,000	47%
10. USGS Meter Station	15,430.00	15,430.00	-	8,500	182%
Operations Subtotal	32,889.78	134,114.48	(9,547.66)	316,200	42%

**General & Administration**

11. Accounting Services	-	1,800.00	-	18,000	10%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	166.64	30,756.14	1,695.37	28,100	109%
14. General Manager Training	47.00	47.00	-	3,000	2%
15. IT & Software Maintenance	1,689.64	14,801.13	(793.52)	31,000	48%
16. Insurance	-	86,792.90	29,374.70	111,000	78%
17. Internet	873.55	5,819.72	789.45	10,000	58%
18. Legal Services	581.50	20,507.00	(1,936.00)	35,000	59%
19. Miscellaneous	-	2,321.14	149.17	11,500	20%
20. Office Building Maint.	1,342.66	10,316.42	1,289.83	16,000	64%
21. Office Expense	3,196.79	27,057.84	2,476.33	40,500	67%
22. Professional Services	-	3,165.72	(6,204.80)	20,000	16%
23. Property Tax	-	945.00	-	1,000	95%



HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
MONTHLY EXPENDITURE REPORT - PAGE 3 OF 3  
January 31, 2021

58% Of Budget Year

**SERVICE & SUPPLY EXPENDITURES (con't)**

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
24. Regulatory Agency Fees	2,055.00	77,947.89	1,946.83	141,000	55%
25. Ruth Lake Programs	-	-	-	5,000	0%
26. Safety Apparel	-	2,925.68	(159.00)	3,000	98%
27. Technical Training	429.00	953.00	-	14,500	7%
28. Telephone	1,643.08	22,275.86	4,454.61	49,000	45%
29. Travel & Conference	-	(344.00)	-	25,000	-1%
<b>Gen. &amp; Admin. Subtotal</b>	<b>12,024.86</b>	<b>308,088.44</b>	<b>33,082.97</b>	<b>562,601</b>	<b>55%</b>
<b>Power</b>					
30. Essex - PG & E	55,964.93	367,860.49	57,637.26		
31. 2Mw Generator Fuel	-	3,358.48	-		
<b>Subtotal Essex Pumping</b>	<b>55,964.93</b>	<b>371,218.97</b>	<b>57,637.26</b>		
32. All other PG & E	9,775.96	107,210.58	7,211.50		
<b>Subtotal All Power</b>	<b>65,740.89</b>	<b>478,429.55</b>	<b>64,848.76</b>	<b>764,500</b>	<b>63%</b>
<b>Total Service and Supplies incl.</b>					
<b>Power</b>	<b>110,655.53</b>	<b>920,632.47</b>	<b>88,384.07</b>	<b>1,643,301</b>	<b>56%</b>

**PROJECTS, FIXED ASSETS & CONSULTING SERVICES**

	Month-to-Date	Year-to-Date	Budget	% of Budget
	271,766.00	1,600,006.00	11,116,238	14%

<b>GRAND TOTAL EXPENSES</b>	<b>737,669.41</b>	<b>5,001,122.19</b>	<b>467,282.95</b>	<b>16,960,800</b>	<b>29%</b>
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33. Debt Service - SRF Loan	-	273,668.48	273,668.48	547,337	50%
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34. Debt Service - US Bank	-	81,094.05	81,094.05	162,200	50%
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**TOTAL EXPENSES WITH DEBT SERVICE**

	<b>744,956.39</b>	<b>5,369,732.04</b>	<b>822,045.48</b>	<b>17,670,336</b>	
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**OTHER EXPENSES**

35. ReMat Consultant Exp.	7,286.98	13,847.32	10,208.90		
36. Capital Replacement Exp.	-	157.88	-		

# HUMBOLDT BAY MUNICIPAL WATER DISTRICT

## PROJECT PROGRESS REPORT

January 31, 2021

58% Of Budget Year

### A. CAPITAL PROJECTS

	MTD	YTD		% OF
ACTIVE GRANT FUNDED CAPITAL PROJECTS	EXPENSES	TOTAL	BUDGET	BUDGET
1 Grant - 12kV Switchgear Relocation <i>(\$3M - FEMA Grant)</i>	9,805	405,037	2,517,062	16%
2 Grant - Collector 2 Rehabilitation <i>(\$1.6M - NCRP Prop 1 Grant)</i>	2,024	68,169	1,600,000	4%
3 Grant - 3x Tank Seismic Retro <i>(\$3.5M - FEMA Grant, Phase 1 Approved)</i>	31,735	75,229	329,000	23%
<b>NON-GRANT FUNDED CAPITAL PROJECTS</b>				
4 Fiber Optic Link - Collector 2 (Phase 1)	0	2,970	65,000	5%
5 On-Site Generation of Chlorine <i>(\$850k - FY21-22, Treatment Facility Project)</i>	0	0	850,000	0%
6 Techite Intertie Location Abandonment	1,256	1,256	12,000	10%
7 FY21 Mainline Valve Replacement	0	0	31,750	0%
8 Main Office Emergency Generator	62	14,261	37,250	38%
9 Transformer at Hydro Plant	0	0	160,000	0%
10 Interruptor Switchgear Panel	0	0	28,000	0%
11 Headquarters Remodel	0	2	120,000	0%
12 Headquarters Fire System & Pump House	0	0	4,500	0%
13 Headquarters & Bunkhouse Generator	0	309	15,000	2%
14 Curbing on Mad River Road	0	200	5,800	3%
<b>TOTAL CAPITAL PROJECTS</b>	<b>44,883</b>	<b>567,435</b>	<b>5,775,362</b>	<b>10%</b>

### B. EQUIPMENT AND FIXED ASSET PROJECTS

	MTD	YTD		% OF
	EXPENSES	TOTAL	BUDGET	BUDGET
15 FY21 Replace Admin Computers (Ops)	0	0	2,500	0%
16 Ruth Vehicle (Unit 6)	9,504	43,168	62,500	69%
17 High Pressure Washer	0	0	11,250	0%
18 Portable Sandblasting Unit	0	4,195	4,750	88%
19 Wheels/Tires on Zieman Trailer	0	2,868	3,250	88%
20 Ergonomic Desks for AOS, WOS, Electrical Shop	464	4,114	4,750	87%
21 2 New Laptop Computers	0	2,924	3,000	97%
22 Tractor Mower	0	0	8,500	0%
23 Tools & Equipment Storage for Shop	1,825	1,825	2,750	66%

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

## PROJECT PROGRESS REPORT - PAGE 2 OF 5

58% Of Budget Year

January 31, 2021

**B. EQUIPMENT AND FIXED ASSET PROJECTS (con't)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
24 Trench Shoring Equipment	0	0	3,750	0%
25 Portable Electric Valve Operator	0	11,651	11,000	106%
26 Hazardous Spill Containment Equipment	0	2,452	2,500	98%
27 Tractor	0	0	70,750	0%
28 Tilt-Deck Equipment Trailer	335	11,461	12,750	90%
29 Hydraulic Bolt Torque Machine	0	0	12,000	0%
30 Sieve Shaker	0	1,828	2,500	73%
<i>(Treatment Facility Project)</i>				
31 Replace Admin Computers (Office)	0	4,021	5,500	73%
32 Ergonomic Desk for Customer Service Desk	0	1,254	3,000	42%
33 Front Office Doors	0	0	6,000	0%
34 Base Radio Units for HQ & Relief Operator	0	3,161	3,750	84%
35 Howell Bungler Valve Cylinders	0	7,341	8,750	84%
36 Ruth Property Maintenance Equipment	0	109	4,000	3%
37 Ruth HQ Shop Lighting Upgrade/Equipment	0	0	6,250	0%
38 Log Boom Inspection Equipment	0	1,694	2,500	68%
<b>TOTAL EQUIPMENT &amp; FIXED ASSET PROJECTS</b>	<b>12,128</b>	<b>104,066</b>	<b>258,250</b>	<b>40%</b>

**C. MAINTENANCE PROJECTS**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
39 FY21 Pipeline Maintenance	842	5,328	12,750	42%
40 FY21 12kV System Maintenance	0	0	4,000	0%
41 FY21 Main Line Meter Flow Calculation	0	3,702	14,000	26%
42 FY21 Technical Support/Software Updates	0	7,553	17,250	44%
43 FY21 Generator Services	0	828	3,500	24%
44 FY21 TRF Generator Services	0	13	500	3%
<i>(Treatment Facility Project)</i>				
45 FY21 Hazard/Diseased Tree Removal	0	0	8,000	0%
46 FY21 Cathodic Protection	0	0	6,500	0%
47 FY21 Maintenance Emergency Repairs	14,436	20,271	50,000	41%
48 FY21 Fleet Paint Repairs	0	0	5,000	0%
49 Surge Tank Refurbishments	0	1,187	3,000	40%
50 Microsoft Office Package Upgrade	0	6,885	8,250	83%
51 FY21 Pipeline Repair Parts	0	0	12,250	0%
52 Collector Lube Oil Reservoir Replacement	0	13,167	16,000	82%
53 Oil Filter Crushing Station	0	0	2,500	0%
54 35kW Voltage Selector Switch	0	0	5,500	0%
55 Fence/Gate-DG Fairhaven Fire Service Meter	383	1,720	6,400	27%
56 FY21 TRF Limitorque Valve Retrofit Supplies	0	0	14,500	0%

*(Treatment Facility Project)*

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

## PROJECT PROGRESS REPORT - PAGE 3 OF 5

January 31, 2021

58% Of Budget Year

**C. MAINTENANCE PROJECTS (cont)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
57 FY21 Chemical Pump Spare Parts Inventory <i>(Treatment Facility Project)</i>	0	1,043	5,250	20%
58 Emergency Sample Sump Pump <i>(Treatment Facility Project)</i>	0	0	6,250	0%
59 TRF Process Pumps Rebuild Kit Inventory <i>(Treatment Facility Project)</i>	1,227	7,754	8,250	94%
60 Sludge Bed Lighting Project <i>(Treatment Facility Project)</i>	0	0	4,250	0%
61 Emergency Limitorque Gear Boxes <i>(Treatment Facility Project)</i>	0	0	14,750	0%
62 Brush Abatement - Ruth Hydro	0	0	6,500	0%
63 Howell Bunger Valve Inspection	0	0	1,110	0%
64 Ruth LTO Insurance	0	0	5,000	0%
65 Log Boom Inspection	0	260	1,000	26%
66 FY21 Abandoned Vehicle Abatement - Ruth	0	0	4,000	0%
67 Log Boom Hardware Replacement	0	4,183	7,000	60%
<b>TOTAL MAINTENANCE PROJECTS</b>	<b>16,888</b>	<b>73,896</b>	<b>253,260</b>	<b>29%</b>

**D. PROFESSIONAL & CONSULTING SERVICES**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
68 FY21 Crane Testing/Certification	0	8,248	10,000	82%
69 FY21 Chlorine System Maintenance	0	277	16,750	2%
70 FY21 Backflow Meter Training	0	0	3,000	0%
71 Hydro Plant Annual Elect. & Maintenance Inspection	0	0	2,050	0%
72 FY21 Essex Mad River Cross-Sectional Survey	441	7,803	10,000	78%
73 FY21 Technical Training	0	460	23,250	2%
74 FY21 O & M Training	0	0	20,000	0%
75 FY21 Essex Server Backup System (Monthly Fees)	0	8,580	8,750	98%
76 FY21 Public Education Funds	0	0	5,000	0%
77 Water Plan	0	513	30,000	2%
78 FY21 Electrical Technical Training	0	0	13,250	0%
79 FY21 Annual Section 115 Pension Trust Contribution	0	50,000	50,000	100%
80 FY21 Grant Application Assistance	0	3,666	20,000	18%
81 Comp. Domestic Pipeline Fitness Eval.	0	0	195,000	0%
82 Staff Gauge Survey	0	3,010	3,800	79%
83 Retail Rate Study Assistance	0	0	5,000	0%
84 FERC Part 12 - Plunge Pool Underwater Inspection	5,070	5,200	13,500	39%
85 FERC Part 12 - Geologist Inspection	0	0	6,800	0%
86 FERC Part 12 - Ind. Consultant Insp. (FY22)	0	6,614	20,000	33%

## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

## PROJECT PROGRESS REPORT - PAGE 4 OF 5

58% Of Budget Year

January 31, 2021

**D. PROFESSIONAL & CONSULTING SERVICES (CON'T)**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
87 FERC - Dam Safety Surveillance & Monitoring Report	724	724	8,000	9%
88 FERC - Dam Safety Engineer	0	3,557	12,000	30%
89 Dam Spillway Wall Monument Survey	0	6,110	7,600	80%
90 Spillway Repair, Inspection & Reporting Assistance	0	210	10,000	2%
<b>TOTAL PROF/CONSULTING SERVICES</b>	<b>6,235</b>	<b>104,972</b>	<b>493,750</b>	<b>21%</b>

**E. INDUSTRIAL SYSTEM PROJECTS**

91 Maintain Water Supply to PS6 during Low-Flow	0	0	13,250	0.0%
<b>TOTAL INDUSTRIAL SYSTEM PROJECTS</b>	<b>0</b>	<b>0</b>	<b>13,250</b>	<b>0%</b>

**F. CARRY-OVER PROJECTS FROM PRIOR YEAR**

92 Collector 5 Security & Anti-Vandalism Measures	0	0	7,500	0%
<b>TOTAL CARRYOVER PROJECTS</b>	<b>0</b>	<b>0</b>	<b>7,500</b>	<b>0%</b>

**G. PROJECTS NOT CURRENTLY CHARGED TO MUNICIPAL CUSTOMERS**

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
93 18,000 Lb. Excavator	97,341	97,341	222,800	44%
<i>(Advanced Charges)</i>				
94 HB Retail Radio-Read Meter Project	0	0	7,500	0%
<i>(HB Retail Capital Replacement Funds)</i>				
95 Streambed Flow Enhancement Grant	1,160	15,368	467,969	3%
<i>(DWR Grant)</i>				
96 Refurbish PS-6 (Phase 1)	0	2,217	3,500,000	0%
<i>(EDA Grant &amp; Reserves)</i>				
97 I/W Reservoir Fencing Repairs/Replacement	0	784	11,250	7%
<i>(Reserves)</i>				
98 I/W System Evaluation Memo	0	0	26,000	0%
<i>(Reserves)</i>				
99 PS6 Gravel Bar Work	0	0	76,100	0%
<i>(Reserves)</i>				
100 Industrial System Assistance	0	0	10,000	0%
<i>(Reserves)</i>				
101 Industrial/Domestic System Intertie	0	0	11,000	0%
<i>(Reserves)</i>				
<sup>101</sup> A Fire Disaster Recovery 2020	19,123	46,707	0	0%
<i>(Reserves)</i>				
<sup>101B</sup> Grant - FEMA - COVID-19 Pandemic	1,003	5,253	0	0%
<i>(Reserves)</i>				
<b>TOTAL NOT CHARGED TO CUSTOMERS</b>	<b>118,627</b>	<b>167,669</b>	<b>4,332,619</b>	<b>4%</b>

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**  
**PROJECT PROGRESS REPORT - PAGE 5 OF 5**  
 January 31, 2021

58% Of Budget Year

**H. ADVANCED CHARGES & DEBIT SERVICE FUNDS COLLECTED - FY21**

	MTD	YTD	BUDGET	% BUDGET
102 Grant - Collector Mainline Redundancy Pipeline ((\$3.1M - PENDING FEMA Grant)	4,167	29,167	50,000	58%
103 Grant - Collector 2 Rehabilitation ((\$1.2M - NCRP Prop1 Grant)	16,667	116,667	200,000	58%
104 Grant - 3x Tank Seismic Retro ((\$3.5M - FEMA Grant, Phase 1 Approved)	16,667	116,667	200,000	58%
105 Grant - TRF Generator ((\$1.9M - PENDING FEMA Grant)	2,083	14,583	25,000	58%
106 Cathodic Protection Project ((\$405k, FY22)	8,333	58,333	100,000	58%
107 On-Site Generation of Chlorine ((\$850k, FY21-22)	6,667	46,667	80,000	58%
108 Ranney Collector 3/Techite Debit Service Funds	14,745	103,218	162,200	64%
<b>TOTAL ADVANCED CHARGES COLLECTED - FY21</b>	<b>69,329</b>	<b>485,302</b>	<b>817,200</b>	<b>59%</b>

**PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY**

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS*	1,318	18,999	479,300	4%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	12,128	104,066	258,250	40%
TOTAL MAINTENANCE PROJECTS	16,888	73,896	253,260	29%
TOTAL PROF/CONSULTING SERVICES	6,235	104,972	493,750	21%
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%
TOTAL CARRYOVER PROJECTS	0	0	7,500	0%
TOTAL ADVANCED CHARGES/DEBIT SERVICE - FY21	69,329	485,302	817,200	59%
<b>TOTAL CUSTOMER CHARGES</b>	<b>\$105,899</b>	<b>\$787,234</b>	<b>\$2,322,510</b>	<b>34%</b>

\*EXCLUDES ON-SITE GENERATION OF CHLORINE

NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	43,564	548,435	4,446,062	12%
TOTAL NON-CUSTOMER CHARGES	118,627	167,669	4,332,619	4%
TOTAL USE OF ENCUMBERED FUNDS	3,676	96,667	229,305	42%
<b>TOTAL NON-CUSTOMER CHARGES</b>	<b>\$165,867</b>	<b>\$812,771</b>	<b>\$9,007,986</b>	<b>9%</b>
<b>GRAND TOTAL PROJECT BUDGET ACTIVITY</b>	<b>\$271,766</b>	<b>\$1,600,006</b>	<b>\$11,330,496</b>	<b>14%</b>

HUMBOLDT BAY MUNICIPAL WATER DISTRICT  
 ENCUMBERED FUNDS RECONCILIATION REPORT  
 January 31, 2021

	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	REMAINING
<b>A. CAPITAL PROJECTS</b>				
1 TRF Line Shed 5	196	8,743	14,950	6,207
<b>B. EQUIPMENT &amp; FIXED ASSET PROJECTS</b>				
2 Chlorine System Maintenance	0	6,488	3,050	(3,438)
3 Col. 2 Underground 12Kv Power/Fiber Optic	495	1,395	21,460	20,065
4 Eureka Office Carpeting	0	13,500	14,500	1,000
5 Eureka Office ADA Upgrades	0	3,275	3,275	0
6 Fleet Maintenance Equipment	0	0	300	300
7 Meter Reader Handheld Unit	0	3,100	4,500	1,400
8 Replacement of UPS's (Phase 2)	0	27,434	27,950	516
<b>C. MAINTENANCE PROJECTS</b>				
9 Collector 1 Electrical Upgrade 2018/19	0	0	31,000	31,000
10 Gates at I/W Reservoir and SBPS	0	385	800	415
11 Ruth HQ Dock Decking	0	1,219	2,200	981
12 Ruth Slide Gate Hydraulic Oil	0	746	1,950	1,204
<b>D. PROFESSIONAL &amp; CONSULTING SERVICES</b>				
13 Hydro Plant Electrical and Maintenance Insp.	0	0	2,000	2,000
14 Ruth Hydro Relay Replacement-Phase 2	2,985	27,367	87,000	59,633
15 FY20 Abandoned Vehicle Abatement - Ruth	0	0	10,000	10,000
<b>E. FY20 SERVICE &amp; SUPPLY BUDGET</b>				
16 MAINTENANCE & REPAIRS	0	2465	2,465	0
17 MATERIALS & SUPPLIES	0	50	50	0
18 SAFETY EQUIP & TRAINING	0	500	550	50
19 ACCOUNTING	0	0	1,305	1,305
<b>ENCUMBERED FUNDS TOTAL</b>	<b>3,676</b>	<b>96,667</b>	<b>229,305</b>	<b>132,638</b>

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
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Vendor Name	Date Paid	Description	Amount Paid
<b>101 NETLINK</b>			
101 NETLINK	01/07/2021	<i>Ruth Data Link/Internet</i>	200.00
Total 101 NETLINK:			200.00
<b>ACWA/JPIA</b>			
ACWA/JPIA	01/20/2021	<i>RETIREE MEDICAL</i>	12,049.25
ACWA/JPIA	01/20/2021	<i>COBRA Dental</i>	98.92
ACWA/JPIA	01/20/2021	<i>COBRA Vision</i>	37.12
ACWA/JPIA	01/27/2021	<i>Workers Compensation October - December 2020</i>	20,595.79
Total ACWA/JPIA:			32,781.08
<b>Advanced Security Systems</b>			
Advanced Security Systems	01/07/2021	<i>Essex office Quarterly Alarm System Monitoring</i>	76.50
Total Advanced Security Systems:			76.50
<b>Asbury Environmental Services</b>			
Asbury Environmental Services	01/28/2021	<i>dispose of oil waste drums</i>	511.81
Asbury Environmental Services	01/28/2021	<i>dispose of waste oil</i>	183.18
Total Asbury Environmental Services:			694.99
<b>AT &amp; T</b>			
AT & T	01/20/2021	<i>Eureka/Essex LandLine</i>	10.63
AT & T	01/20/2021	<i>Arcata/Essex LandLine</i>	10.63
AT & T	01/20/2021	<i>Samoa/Essex LandLine</i>	74.96
AT & T	01/20/2021	<i>Eureka Office Modem Line</i>	17.59
AT & T	01/20/2021	<i>Eureka Office Alarm Line</i>	16.18
AT & T	01/20/2021	<i>Samoa Booster Pump Station</i>	17.00
AT & T	01/20/2021	<i>Valve Building - Samoa</i>	17.59
AT & T	01/20/2021	<i>Eureka Office</i>	68.49
AT & T	01/20/2021	<i>TRF</i>	15.83
AT & T	01/20/2021	<i>Ruth Hydro Data Line</i>	16.18
AT & T	01/20/2021	<i>Essex office/Modem/Alarm System</i>	16.18
AT & T	01/28/2021	<i>Eureka Office Long Distance</i>	92.81
AT & T	01/20/2021	<i>SIMS Service</i>	316.30
Total AT & T:			690.37
<b>AT&amp;T Advertising Solutions</b>			
AT&T Advertising Solutions	01/28/2021	<i>white page listing</i>	21.00
Total AT&T Advertising Solutions:			21.00
<b>ATS Communications</b>			
ATS Communications	01/28/2021	<i>Control System wireless network maintenance</i>	383.80
Total ATS Communications:			383.80
<b>Citi Cards</b>			
Citi Cards	01/28/2021	<i>Essex Safety Supplies-COVID</i>	16.26
Citi Cards	01/28/2021	<i>Eureka office supplies</i>	.75
Citi Cards	01/28/2021	<i>Eureka office supplies</i>	77.17
Citi Cards	01/28/2021	<i>Eureka office safety supplies -COVID</i>	18.43



Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Citi Cards:			112.61
<b>City of Eureka</b>			
City of Eureka	01/07/2021	Eureka office water/sewer	92.90
Total City of Eureka:			92.90
<b>Coastal Business Systems Inc.</b>			
Coastal Business Systems Inc.	01/20/2021	Eureka office copy and fax machine	1,010.99
Total Coastal Business Systems Inc.:			1,010.99
<b>Corey Borghino</b>			
Corey Borghino	01/07/2021	auto mileage reimbursement	44.16
Total Corey Borghino:			44.16
<b>D &amp; D Seeds and Farm Equipment, Inc</b>			
D & D Seeds and Farm Equipment, Inc	01/28/2021	New Unit 6	7,234.38
Total D & D Seeds and Farm Equipment, Inc:			7,234.38
<b>Dave Perkins</b>			
Dave Perkins	01/07/2021	auto mileage reimbursement	119.31
Total Dave Perkins:			119.31
<b>Dept of Toxic Substances Control</b>			
Dept of Toxic Substances Control	01/12/2021	Haz Mat Ruth Hydro Plant FA5000187	1,276.00
Dept of Toxic Substances Control	01/12/2021	Haz Mat Ruth HQ FA5000188	779.00
Total Dept of Toxic Substances Control:			2,055.00
<b>Electrical Reliability Services, Inc</b>			
Electrical Reliability Services, Inc	01/28/2021	Ruth Hydro Protective Relay Replacement- FINAL PAYMENT	2,984.85
Total Electrical Reliability Services, Inc:			2,984.85
<b>Eureka Oxygen</b>			
Eureka Oxygen	01/20/2021	Service Charge	2.63
Eureka Oxygen	01/20/2021	cylinder rental	119.08
Total Eureka Oxygen:			121.71
<b>Eureka Readymix</b>			
Eureka Readymix	01/28/2021	Fieldbrook-Glendale CSD Leak Repair	204.61
Total Eureka Readymix:			204.61
<b>Eureka Rubber Stamp</b>			
Eureka Rubber Stamp	01/28/2021	Eureka office name plate	23.15
Eureka Rubber Stamp	01/28/2021	Eureka office supplies	69.13
Total Eureka Rubber Stamp:			92.28

Vendor Name	Date Paid	Description	Amount Paid
<b>FEDEX</b>			
FEDEX	01/28/2021	Return ACWA/JPIA safety training tape	8.72
Total FEDEX:			8.72
<b>FleetPride</b>			
FleetPride	01/29/2021	Unit 5 service	230.84
FleetPride	01/29/2021	Unit 5 service	120.70
FleetPride	01/29/2021	Tilt-Deck Equipment Trailer	308.19
FleetPride	01/29/2021	shope supplies	5.43
FleetPride	01/29/2021	Tilt-Deck Equipment Trailer	26.84
Total FleetPride:			692.00
<b>Flo-Line Technology, Inc</b>			
Flo-Line Technology, Inc	01/28/2021	TRF Process Pumps Rebuild Kits	1,227.09
Total Flo-Line Technology, Inc:			1,227.09
<b>Frontier Communications</b>			
Frontier Communications	01/28/2021	Ruth HQ Phone	55.63
Frontier Communications	01/28/2021	Ruth Hydro/Ruth Dataline	241.90
Total Frontier Communications:			297.53
<b>GHD</b>			
GHD	01/28/2021	Reservoirs (3) Seismic Retrofit - Grant	31,735.39
GHD	01/28/2021	12KV Switchgear Replacement Project - Grant	9,804.50
GHD	01/28/2021	General Engineering - Essex	1,865.00
GHD	01/28/2021	General Engineering - Eureka	419.64
GHD	01/28/2021	General Engineering - FERC Independent Consultant	724.25
GHD	01/28/2021	General Engineering - Ruth Area Fire Disaster Recovery	186.51
GHD	01/28/2021	Collector 2 Rehabilitation - Grant	2,024.40
GHD	01/28/2021	Collector 2 Underground Power & Fiber Optic Line	495.00
GHD	01/28/2021	Essex Mad River Cross Sectional Survey	441.13
Total GHD:			47,695.82
<b>H.T. Harvey &amp; Associates</b>			
H.T. Harvey & Associates	01/07/2021	Assistance with Streambed Flow Enhancement - Grant	442.00
H.T. Harvey & Associates	01/28/2021	Assistance with Streambed Flow Enhancement - Grant	718.25
Total H.T. Harvey & Associates:			1,160.25
<b>Harbor Freight Tools</b>			
Harbor Freight Tools	01/28/2021	Essex safety supplies - COVID	135.25
Harbor Freight Tools	01/28/2021	Essex safety supplies - COVID	40.58
Harbor Freight Tools	01/28/2021	Eureka Office safety supplies - COVID	40.57
Total Harbor Freight Tools:			216.40
<b>Harper Motors</b>			
Harper Motors	01/28/2021	Unit 16 repair	346.41
Total Harper Motors:			346.41

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
<b>Health Equity Inc</b>			
Health Equity Inc	01/20/2021	District HSA Contributions- 2 employees	2,743.38
Health Equity Inc	01/20/2021	District HSA Contributions - 8 employees	6,243.52
Health Equity Inc	01/20/2021	HSA Admin Fee - 2 employees	5.90
Health Equity Inc	01/20/2021	HSA Admin Fee 8 employees	23.60
Health Equity Inc	01/12/2021	District HSA Contributions- 2 employees	1,000.00
Health Equity Inc	01/12/2021	District HSA Contributions - 8 employees	4,000.00
Total Health Equity Inc:			14,016.40
<b>Henwood Associates, Inc</b>			
Henwood Associates, Inc	01/08/2021	Consultant Services Agreement- November 2020	1,342.86
Total Henwood Associates, Inc:			1,342.86
<b>Humboldt Area Chapter CSDA</b>			
Humboldt Area Chapter CSDA	01/28/2021	Humboldt Area Chapter Annual Dues	50.00
Total Humboldt Area Chapter CSDA:			50.00
<b>Humboldt County Treasurer</b>			
Humboldt County Treasurer	01/29/2021	Fund No 3876 Account 800870	45,611.43
Total Humboldt County Treasurer:			45,611.43
<b>Humboldt Fasteners</b>			
Humboldt Fasteners	01/29/2021	TRF Line Shed 5	15.61
Total Humboldt Fasteners:			15.61
<b>Humboldt Fence Company</b>			
Humboldt Fence Company	01/28/2021	Humboldt Bay Retail Fence/Gate Repair	303.01
Total Humboldt Fence Company:			303.01
<b>Humboldt Redwood Company, LLC</b>			
Humboldt Redwood Company, LLC	01/20/2021	Mt Pierce Lease site	285.00
Total Humboldt Redwood Company, LLC:			285.00
<b>Industrial Electric</b>			
Industrial Electric	01/29/2021	TRF Line Shed 5	135.06
Total Industrial Electric:			135.06
<b>Janet Powell</b>			
Janet Powell	01/07/2021	auto mileage reimbursement	104.19
Total Janet Powell:			104.19
<b>JTN Energy, LLC</b>			
JTN Energy, LLC	01/08/2021	Consultant Services Agreement - December 2020	1,342.86
Total JTN Energy, LLC:			1,342.86
<b>Kernen Construction</b>			
Kernen Construction	01/28/2021	Fieldbrook-Glendale CSD Leak Repair	290.23

Humboldt Bay Municipal Water District

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Vendor Name	Date Paid	Description	Amount Paid
Total Kernen Construction:			290.23
<b>Mad River Union</b>			
Mad River Union	01/20/2021	annual subscription	40.00
Total Mad River Union:			40.00
<b>McMaster-Carr Supply</b>			
McMaster-Carr Supply	01/29/2021	TRF Alum Tank maintenance	437.28
McMaster-Carr Supply	01/29/2021	Fieldbrook Pump Station Repair	71.57
McMaster-Carr Supply	01/29/2021	Fieldbrook Pump Station Repair	19.43
Total McMaster-Carr Supply:			489.42
<b>Mission Linen</b>			
Mission Linen	01/07/2021	Uniform Rental	109.20
Mission Linen	01/07/2021	maintenance supplies	30.16
Mission Linen	01/07/2021	Uniform Rental	145.93
Total Mission Linen:			285.29
<b>Mitchell, Brisso, Delaney &amp; Vrieze</b>			
Mitchell, Brisso, Delaney & Vrieze	01/28/2021	Legal Services- December 2020 North Mainline Extension Study	31.00
Mitchell, Brisso, Delaney & Vrieze	01/28/2021	Legal Services- Ruth Area Fire Recovery December 2020	1,814.50
Mitchell, Brisso, Delaney & Vrieze	01/28/2021	Legal Services- Ruth Area Vivid Green December 2020	93.00
Mitchell, Brisso, Delaney & Vrieze	01/28/2021	Legal Services- December 2020	186.00
Mitchell, Brisso, Delaney & Vrieze	01/28/2021	Legal Services- RLCSD December 2020	46.50
Mitchell, Brisso, Delaney & Vrieze	01/28/2021	Legal Services- December 2020 Collector 4 Emergency Repairs	31.00
Total Mitchell, Brisso, Delaney & Vrieze:			2,202.00
<b>N1 Critical Technologies</b>			
N1 Critical Technologies	01/28/2021	TRF EOC Server UPS replacement	2,445.95
Total N1 Critical Technologies:			2,445.95
<b>Napa Auto Parts</b>			
Napa Auto Parts	01/20/2021	new Unit 6	1,053.60
Napa Auto Parts	01/29/2021	Domestic Water Tank hatch maintenance	82.16
Napa Auto Parts	01/29/2021	Unit 5 service	55.61
Napa Auto Parts	01/29/2021	Unit 5 safety light	29.72
Total Napa Auto Parts:			1,221.09
<b>North Coast Fabricators</b>			
North Coast Fabricators	01/28/2021	Emergency Work - Collector 2 Transformer Repair	3,424.00
North Coast Fabricators	01/28/2021	Emergency Work - Collector 2.1 Pump Motor replacement	1,712.00
Total North Coast Fabricators:			5,136.00
<b>North Coast Laboratories</b>			
North Coast Laboratories	01/07/2021	lab tests - Humboldt Bay Retail	95.00
North Coast Laboratories	01/07/2021	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	01/07/2021	lab tests - Humboldt Bay Retail	285.00
North Coast Laboratories	01/07/2021	lab tests - Humboldt Bay Retail	35.80
North Coast Laboratories	01/07/2021	lab tests - Humboldt Bay Retail	95.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 1/1/2021-1/31/2021Page: 6  
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Vendor Name	Date Paid	Description	Amount Paid
North Coast Laboratories	01/07/2021	lab tests - Fieldbrook-Glendale CSD	95.00
North Coast Laboratories	01/07/2021	lab tests - Humboldt Bay Retail	95.00
North Coast Laboratories	01/07/2021	lab tests - Fieldbrook-Glendale CSD	95.00
Total North Coast Laboratories:			890.80
<b>Northern California Safety Consortium</b>			
Northern California Safety Consortium	01/07/2021	monthly membership fee	75.00
Total Northern California Safety Consortium:			75.00
<b>Notthoff Underwater Service</b>			
Notthoff Underwater Service	01/20/2021	Inspect Ruth Dam Outlet Structure and Plunge Pool	5,070.00
Total Notthoff Underwater Service:			5,070.00
<b>Occupational Health Service of Mad River</b>			
Occupational Health Service of Mad River	01/28/2021	DMV physical	236.25
Total Occupational Health Service of Mad River:			236.25
<b>Pace Supply Corp</b>			
Pace Supply Corp	01/29/2021	Techite Intertie Location Abandonment	1,256.30
Total Pace Supply Corp:			1,256.30
<b>Pacific Gas &amp; Electric Co.</b>			
Pacific Gas & Electric Co.	01/20/2021	Eureka Office	553.67
Pacific Gas & Electric Co.	01/20/2021	Jackson Ranch Rectifier	15.50
Pacific Gas & Electric Co.	01/20/2021	299 Rectifier	118.49
Pacific Gas & Electric Co.	01/20/2021	West End Road Rectifier	119.76
Pacific Gas & Electric Co.	01/20/2021	TRF	8,376.49
Pacific Gas & Electric Co.	01/20/2021	Ruth Hydro Valve Control	29.34
Pacific Gas & Electric Co.	01/20/2021	Ruth Hydro Valve Control	31.60
Pacific Gas & Electric Co.	01/20/2021	Samoa Booster Pump Station	315.55
Pacific Gas & Electric Co.	01/20/2021	Samoa Dial Station	30.50
Pacific Gas & Electric Co.	01/20/2021	Essex Pumping 12/1 - 31/2020	55,964.93
Pacific Gas & Electric Co.	01/29/2021	Ruth Bunkhouse	98.76
Pacific Gas & Electric Co.	01/29/2021	Ruth HQ	86.30
Total Pacific Gas & Electric Co.:			65,740.89
<b>Pacific Paper Co.</b>			
Pacific Paper Co.	01/28/2021	Eureka office supplies	70.12
Pacific Paper Co.	01/28/2021	Eureka office supplies	342.87
Pacific Paper Co.	01/28/2021	Ergonomic desks for Operations and Electrical	464.38
Total Pacific Paper Co.:			877.37
<b>Pape Material Handling</b>			
Pape Material Handling	01/28/2021	John Deere 60G Excavator	97,340.93
Total Pape Material Handling:			97,340.93
<b>Picky, Picky, Picky, Inc</b>			
Picky, Picky, Picky, Inc	01/29/2021	Safety Boots for Matt Davis	158.18

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 1/1/2021-1/31/2021Page: 7  
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Vendor Name	Date Paid	Description	Amount Paid
Total Picky, Picky, Picky, Inc:			158.18
<b>Pitney Bowes</b>			
Pitney Bowes	01/22/2021	postage meter supplies	87.60
Pitney Bowes	01/20/2021	refill postage	500.00
Total Pitney Bowes:			587.60
<b>PitStop Cleaning`</b>			
PitStop Cleaning`	01/08/2021	Eureka office cleaning	160.00
Total PitStop Cleaning`:			160.00
<b>Platt Electric Supply</b>			
Platt Electric Supply	01/28/2021	Pipeline Maintenance	94.80
Platt Electric Supply	01/28/2021	Emergency Work - Collector 2 Motor replacement	250.71
Platt Electric Supply	01/28/2021	Electrocial Shop Supplies	133.14
Platt Electric Supply	01/28/2021	Electrical Shop tools	10.07
Platt Electric Supply	01/28/2021	Service Charge	66.47
Platt Electric Supply	01/28/2021	Pipeline Maintenance	711.10
Platt Electric Supply	01/28/2021	Electrocial Shop Supplies	14.48
Total Platt Electric Supply:			1,280.77
<b>Rebecca J. Moyle</b>			
Rebecca J. Moyle	01/08/2021	auto mileage reimbursement	24.50
Rebecca J. Moyle	01/28/2021	Eureka Office Petty Cash- Ruth Area Fire Recovery	35.78
Rebecca J. Moyle	01/28/2021	Eureka Office Petty Cash- Essex COVID-19 Safety Supplies	48.79
Rebecca J. Moyle	01/28/2021	Eureka Office Petty Cash- Eureka office Landscaping	46.75
Total Rebecca J. Moyle:			155.82
<b>Recology Arcata</b>			
Recology Arcata	01/21/2021	Essex Garbage Service	627.13
Total Recology Arcata:			627.13
<b>Recology Humboldt County</b>			
Recology Humboldt County	01/20/2021	Eureka office garbage/recycling service	91.71
Total Recology Humboldt County:			91.71
<b>Redwood Electrical Services</b>			
Redwood Electrical Services	01/28/2021	Emergency repair Collector 2 Transformer replacement	6,603.60
Total Redwood Electrical Services:			6,603.60
<b>RESA Power Solutions-Transformer Svcs,LL</b>			
RESA Power Solutions-Transformer Svcs,LL	01/08/2021	Collector 2 Transformer Oil Test Kit	25.00
Total RESA Power Solutions-Transformer Svcs,LL:			25.00
<b>Ron Lake</b>			
Ron Lake	01/07/2021	Ruth Area Fire Disaster Recovery	1,898.25

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 1/1/2021-1/31/2021Page: 8  
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Vendor Name	Date Paid	Description	Amount Paid
Total Ron Lake:			1,898.25
<b>Scrapper's Edge</b>			
Scrapper's Edge	01/28/2021	Ruth area Fire Disaster Recovery	83.59
Total Scrapper's Edge:			83.59
<b>Sitestar Nationwide Internet</b>			
Sitestar Nationwide Internet	01/07/2021	Essex Internet	52.90
Total Sitestar Nationwide Internet:			52.90
<b>Six Rivers Communications</b>			
Six Rivers Communications	01/12/2021	Radio maintenance Unit 16	1,000.00
Six Rivers Communications	01/28/2021	New Unit 6	292.37
Total Six Rivers Communications:			1,292.37
<b>Streamlight</b>			
Streamlight	01/28/2021	maintenance shop safety light	29.57
Total Streamlight:			29.57
<b>Sudden Link</b>			
Sudden Link	01/07/2021	Essex Phones	106.64
Sudden Link	01/07/2021	Essex internet	192.73
Sudden Link	01/07/2021	TRF Internet	23.65
Sudden Link	01/07/2021	TRF Internet - Blue Lake SCADA Monitoring	47.29
Sudden Link	01/07/2021	TRF Internet - Fieldbrook-Glendale CSD	47.29
Sudden Link	01/08/2021	Eureka Internet	208.45
Sudden Link	01/07/2021	Fieldbrook-Glendale CSD Internet	309.69
Total Sudden Link:			935.74
<b>Sunnybrae Ace Hardware</b>			
Sunnybrae Ace Hardware	01/28/2021	maintenance shop supplies	46.39
Total Sunnybrae Ace Hardware:			46.39
<b>Thatcher Company, Inc</b>			
Thatcher Company, Inc	01/28/2021	Water Treatment supplies	5,196.16
Total Thatcher Company, Inc:			5,196.16
<b>The Mill Yard</b>			
The Mill Yard	01/07/2021	Pipeline Maintenance	21.68
The Mill Yard	01/29/2021	TRF Line Shed 5	45.19
The Mill Yard	01/29/2021	Humboldt Bay Retail Fence/Gate Repair	144.25
The Mill Yard	01/29/2021	Humboldt Bay Retail Fence/Gate Repair	64.45-
Total The Mill Yard:			146.67
<b>Thomas Law Group</b>			
Thomas Law Group	01/07/2021	Legal Fees - December 2020	225.00

Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 1/1/2021-1/31/2021Page: 9  
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Vendor Name	Date Paid	Description	Amount Paid
Total Thomas Law Group:			225.00
<b>Thrifty Supply</b>			
Thrifty Supply	01/08/2021	Essex Maint Shop Tools	52.41
Thrifty Supply	01/08/2021	Maintenance Supplies	10.70
Thrifty Supply	01/29/2021	TRF alum pump repair	11.76
Total Thrifty Supply:			74.87
<b>Trinity County General Services</b>			
Trinity County General Services	01/28/2021	Pickett Peak site lease	257.50
Total Trinity County General Services:			257.50
<b>Trinity County Solid Waste</b>			
Trinity County Solid Waste	01/12/2021	Ruth Area Fire Disaster Recovery	38.40
Trinity County Solid Waste	01/12/2021	Ruth HQ dump fees	8.43
Trinity County Solid Waste	01/12/2021	Ruth Hydro dump fees	8.43
Total Trinity County Solid Waste:			55.26
<b>U.S. Bank Corporate Payment System</b>			
U.S. Bank Corporate Payment System	01/12/2021	Meeting Minutes Webinar - General Manager Training	47.00
U.S. Bank Corporate Payment System	01/12/2021	Safety Jackets	838.11
U.S. Bank Corporate Payment System	01/12/2021	Responding to Dam Emergencies - Webinar	99.00
U.S. Bank Corporate Payment System	01/12/2021	Eureka Office Supplies	40.61
U.S. Bank Corporate Payment System	01/12/2021	COVID Safety Supplies	197.69
U.S. Bank Corporate Payment System	01/12/2021	Essex Tool & Equipment Storage	1,155.17
U.S. Bank Corporate Payment System	01/12/2021	New Unit 6	368.89
U.S. Bank Corporate Payment System	01/12/2021	New Unit 6	495.44
U.S. Bank Corporate Payment System	01/12/2021	Essex Tool & Equipment Storage	385.06
U.S. Bank Corporate Payment System	01/12/2021	Eureka Office Emergency Generator	61.93
U.S. Bank Corporate Payment System	01/12/2021	TRF Lab Supplies	13.63
U.S. Bank Corporate Payment System	01/12/2021	Purchase Order Software	95.60
U.S. Bank Corporate Payment System	01/12/2021	COVID Safety Supplies	172.72
U.S. Bank Corporate Payment System	01/12/2021	Position Advertisement - Executive Asst/Board Secretary	40.00
U.S. Bank Corporate Payment System	01/12/2021	Eureka Office Supplies	295.01
U.S. Bank Corporate Payment System	01/12/2021	Purchase Order Software	79.70
U.S. Bank Corporate Payment System	01/12/2021	Essex Tool & Equipment Storage	1,054.92
U.S. Bank Corporate Payment System	01/12/2021	Essex office supplies	62.48
U.S. Bank Corporate Payment System	01/12/2021	Responding to Dam Emergencies Webinar	130.00
U.S. Bank Corporate Payment System	01/12/2021	Essex COVID Safety Supplies	21.68
U.S. Bank Corporate Payment System	01/12/2021	Wet Suit Storage - Ruth HQ	30.69
U.S. Bank Corporate Payment System	01/12/2021	Wet Suit Storage - Ruth Hydro	30.69
U.S. Bank Corporate Payment System	01/12/2021	Essex Distribution Certification Technical Training	200.00
U.S. Bank Corporate Payment System	01/12/2021	Essex COVID Safety Supplies	28.15
U.S. Bank Corporate Payment System	01/12/2021	Essex Computer Supplies	11.20
U.S. Bank Corporate Payment System	01/12/2021	Unit 14 Maintenance - Ruth Area Fire Disaster Recovery	271.24
U.S. Bank Corporate Payment System	01/12/2021	Essex Maintenance shop tool organizers	39.26
U.S. Bank Corporate Payment System	01/12/2021	TRF tool organizers	39.26
U.S. Bank Corporate Payment System	01/12/2021	Essex office supplies	337.50
U.S. Bank Corporate Payment System	01/12/2021	Ruth Area Fire Disaster Recovery	6,380.56
U.S. Bank Corporate Payment System	01/12/2021	Essex COVID safety supplies	172.35
U.S. Bank Corporate Payment System	01/12/2021	Ruth Area Fire Disaster Recovery	8,374.31
U.S. Bank Corporate Payment System	01/12/2021	Essex COVID Safety Supplies	70.46
U.S. Bank Corporate Payment System	01/12/2021	TRF repair	39.53



Humboldt Bay Municipal Water District

--Monthly Expenses by Vendor Detail Report--  
Report dates: 1/1/2021-1/31/2021Page: 10  
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Vendor Name	Date Paid	Description	Amount Paid
Total U.S. Bank Corporate Payment System:			20,909.72
<b>U.S. Geological Survey, WRD</b>			
U.S. Geological Survey, WRD	01/28/2021	USGS Gauging Station Maintenance 2019/20	8,050.00
U.S. Geological Survey, WRD	01/28/2021	USGS Gauging Station Maintenance 2020/21	7,380.00
Total U.S. Geological Survey, WRD:			15,430.00
<b>VALEO Networks</b>			
VALEO Networks	01/28/2021	Essential Care Computer Service for Eureka office	1,086.19
Total VALEO Networks:			1,086.19
<b>Valley Pacific Petroleum Servi, Inc</b>			
Valley Pacific Petroleum Servi, Inc	01/29/2021	refill Ruth HQ Bulk Fuel	253.27
Valley Pacific Petroleum Servi, Inc	01/29/2021	refill Ruth Hydro Bulk Fuel	253.26
Valley Pacific Petroleum Servi, Inc	01/07/2021	Ruth Area Auxiliary Fuel	69.15
Valley Pacific Petroleum Servi, Inc	01/07/2021	Ruth Hydro Auxiliary Fuel	69.15
Valley Pacific Petroleum Servi, Inc	01/07/2021	Pumping and Control	335.11
Valley Pacific Petroleum Servi, Inc	01/07/2021	Water Quality	335.11
Valley Pacific Petroleum Servi, Inc	01/07/2021	Maintenance	335.11
Valley Pacific Petroleum Servi, Inc	01/07/2021	Humboldt Bay Retail	87.13
Valley Pacific Petroleum Servi, Inc	01/07/2021	Fieldbrook-Glendale CSD	247.98
Valley Pacific Petroleum Servi, Inc	01/29/2021	New Unit 6	58.82
Total Valley Pacific Petroleum Servi, Inc:			2,044.09
<b>Verizon Wireless</b>			
Verizon Wireless	01/12/2021	General Manager	42.92
Verizon Wireless	01/12/2021	Ruth Area Fire Recovery	40.01
Verizon Wireless	01/12/2021	Customer Service - Humboldt Bay	14.91
Verizon Wireless	01/12/2021	Customer Service - Fieldbrook-Glendale CSD	42.42
Verizon Wireless	01/12/2021	Operations 1	.23
Verizon Wireless	01/12/2021	Customer Service Ipad-Humboldt Bay	9.88
Verizon Wireless	01/12/2021	Customer Service Ipad - Fieldbrook-Glendale CSD	28.13
Verizon Wireless	01/12/2021	Ruth Area	25.82
Verizon Wireless	01/12/2021	Ruth Hydro	25.81
Total Verizon Wireless:			230.13
<b>West Group</b>			
West Group	01/12/2021	California Water Code 2019	116.64
Total West Group:			116.64
Grand Totals:			407,169.55

Humboldt Bay Municipal Water District

--Monthly Overtime Report--  
Pay period dates: 1/1/2021 - 1/31/2021Page: 1  
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Position Title	2-01 Overtime Emp Hrs	2-01 Overtime Emp Amt	2-02 Doubletime Emp Hrs	2-02 Doubletime Emp Amt
Actg/HR Spec	5.00	\$374	.00	\$0
Total ADMIN:	5.00	\$374	.00	\$0
Maint Worker	3.75	\$124	.00	\$0
Elec & Ins Tech	3.25	\$189	.00	\$0
Maint Worker	3.50	\$100	.00	\$0
Oper & Mnt Tech	1.00	\$54	.00	\$0
Total ESSEX:	11.50	\$467	.00	\$0
Hydro Oper Ruth	2.00	\$110	.00	\$0
Total RUTH:	2.00	\$110	.00	\$0
Grand Totals:	18.50	\$951	.00	\$0

Memo to: HBMWD Board of Directors  
From: Dale Davidsen, Superintendent  
Date: February 2, 2021  
Subject: Essex/Ruth January 2021 Operational Report

SECTION 10.3a PAGE NO. 1

### **Upper Mad River, Ruth Lake, and Hydro Plant**

1. The flow at Mad River above Ruth Reservoir (Zenia Bridge) averaged 181 cfs. The low flow was 39 cfs on January 26<sup>th</sup> and the high flow was 692 cfs on January 13<sup>th</sup>
2. The conditions at Ruth Lake for January were as follows:  
The lake level on January 31<sup>st</sup> was 2650.28 feet which is:
  - 14.53 feet higher than December 31<sup>st</sup>, 2020
  - 4.74 feet lower than January 31<sup>st</sup>, 2020
  - 1.46 feet lower than the ten year average
  - 3.72 feet below the spillway
3. There were 11.02 inches of recorded rainfall for January at Ruth Headquarters
4. Ruth Hydro produced 201,600 KWh in January
5. The lake discharge averaged 52 cfs with a high of 88 cfs on January 31<sup>st</sup>

### **Lower Mad River, Winzler Control, and TRF**

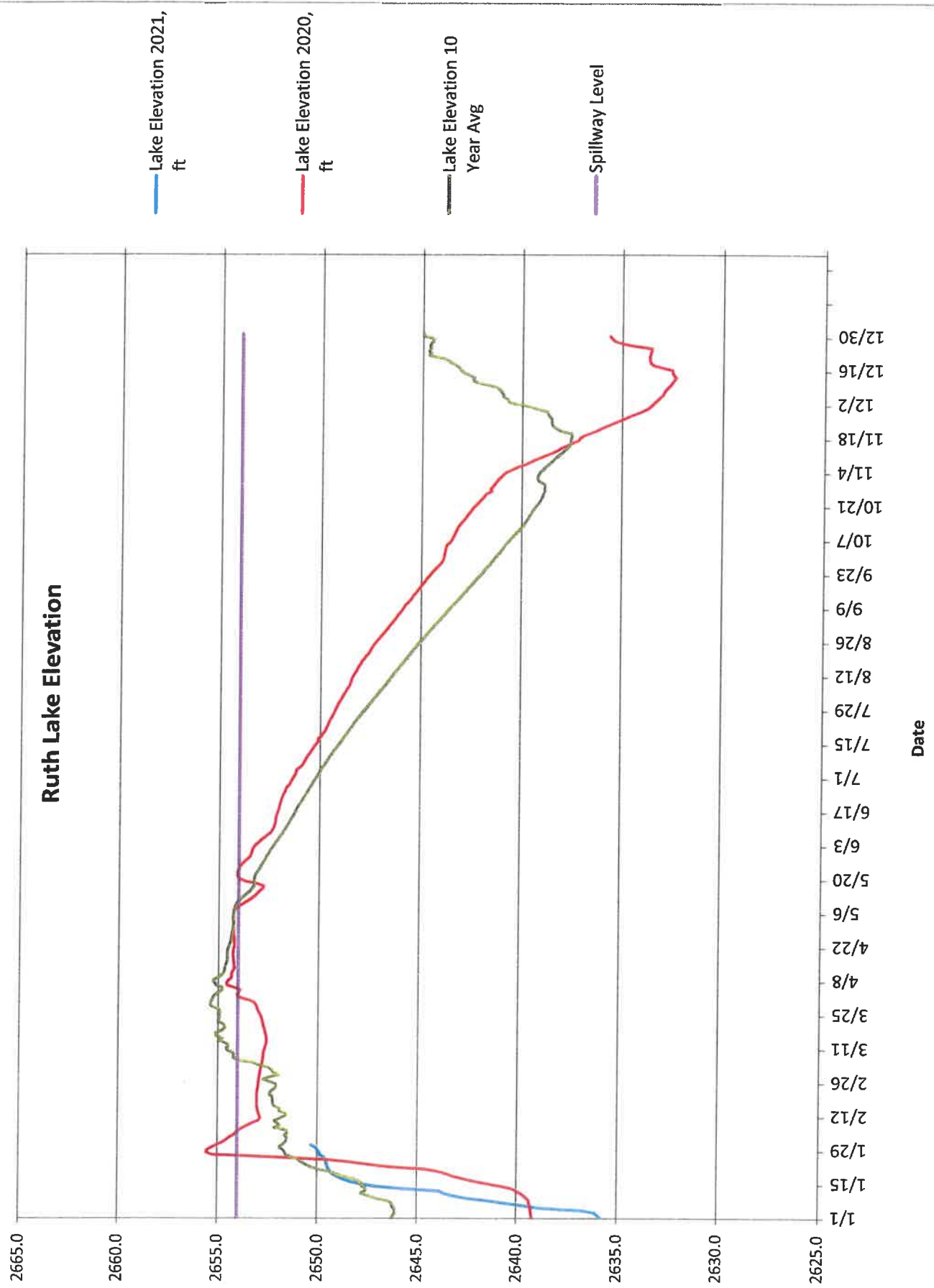
6. The river at Winzler Control Center for January had an average flow of 1278 cfs. The river flow reached a high flow of 4570 cfs on January 5<sup>th</sup>.
7. The domestic water conditions were as follows:
  - The monthly turbidity average was 0.07 NTU, which meets Public Health Secondary Standards
  - For January, we pumped 220.543 million gallons at an average of 7.043 MGD
  - The maximum metered daily municipal use was 8.030 MGD on January 10<sup>th</sup>The TRF conditions were as follows:
  - Average monthly filtered water turbidity was 0.07 NTU.
  - There were 54 TRF filter backwashes in January.
8. January 6<sup>th</sup> – Started removal and replacement of Transformer on Collector 2. The transformer failed and was replaced through the warranty
9. January 7<sup>th</sup> – Mario and I met with Fieldbrook General Manager, Rick Hanger and Royal Gold to discuss a potential new meter service

10. January 13<sup>th</sup>

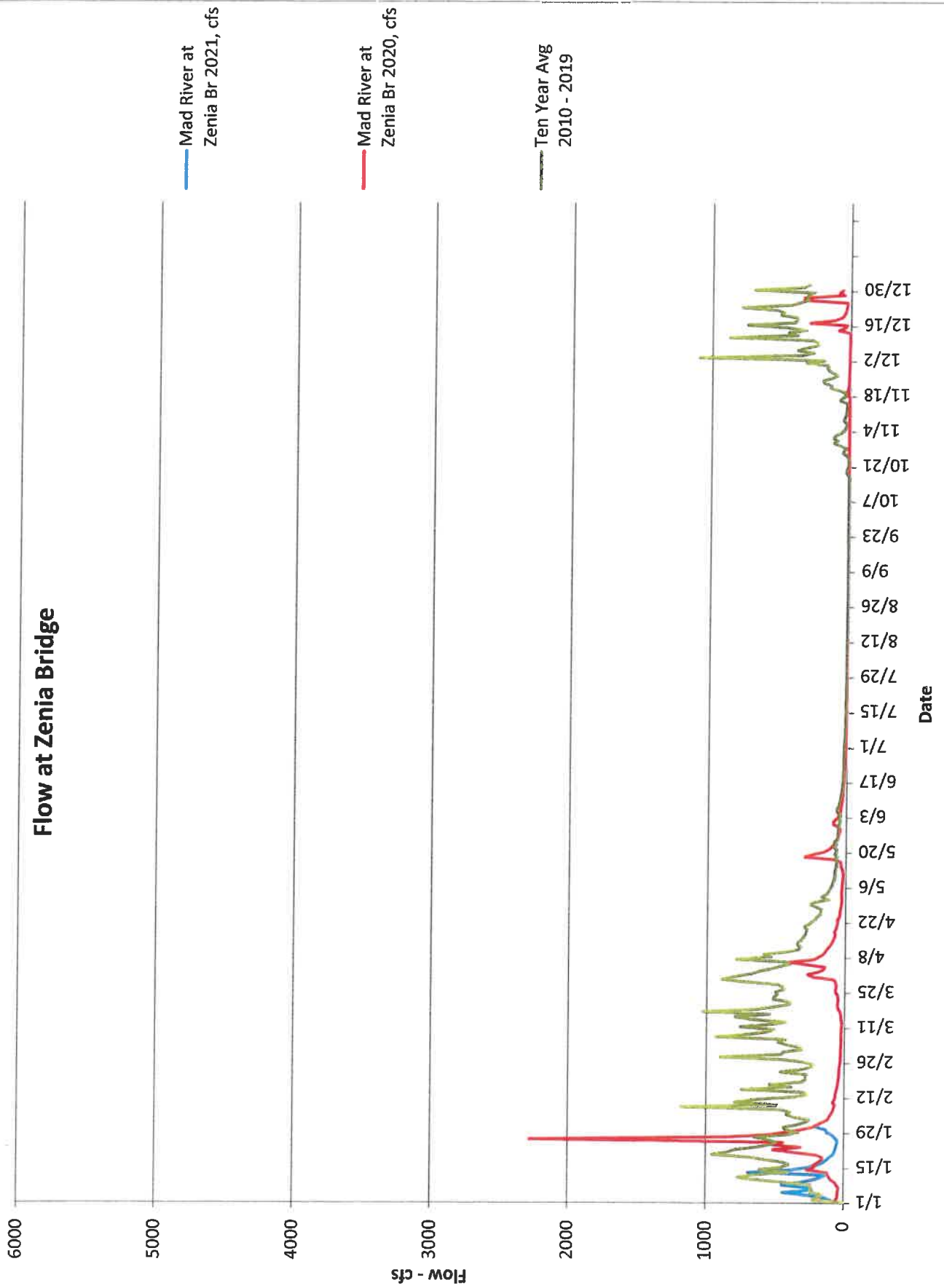
SECTION 10.3a PAGE NO. 2

- Safety meetings
    - i. WIIPP
    - ii. EAP & ODSP
    - iii. General Emergency response
    - iv. AQMD permit requirements
    - v. Cyber Security discussion
  - 12 kV project meeting with PG&E regarding 2 services for commissioning
11. January 15<sup>th</sup> – Repaired leak on large service lateral in Glendale area.
12. January 18<sup>th</sup> – Notified of the first COVID-19 case at Essex. Communicated with all potentially exposed staff.
13. January 22<sup>nd</sup> – Mario and I attended a Zoom Meeting with John and Nordic Aqua Farms
14. January 23<sup>rd</sup> – Spent 3.5 hrs working with the Humboldt County Public Health Dept., and Chris with phone calls and emails regarding COVID Cases.
15. January 28<sup>th</sup> – Maintenance delivered new unit 6 to Ruth
16. Current and Ongoing Projects
- COVID 19 – Dealing with modified staffing arrangements due to COVID cases as best we can. Due to current cases, we have complete separation of staff at TRF and Essex, which has caused staffing challenges. We have also elevated the level of disinfecting shared work spaces, put out new memo for work place safety requirements.
  - 12kV project. – Project site winterized for now. Working with all parties on generator control strategy and IPA/switchgear submittal.
  - Routine annual equipment maintenance and services.

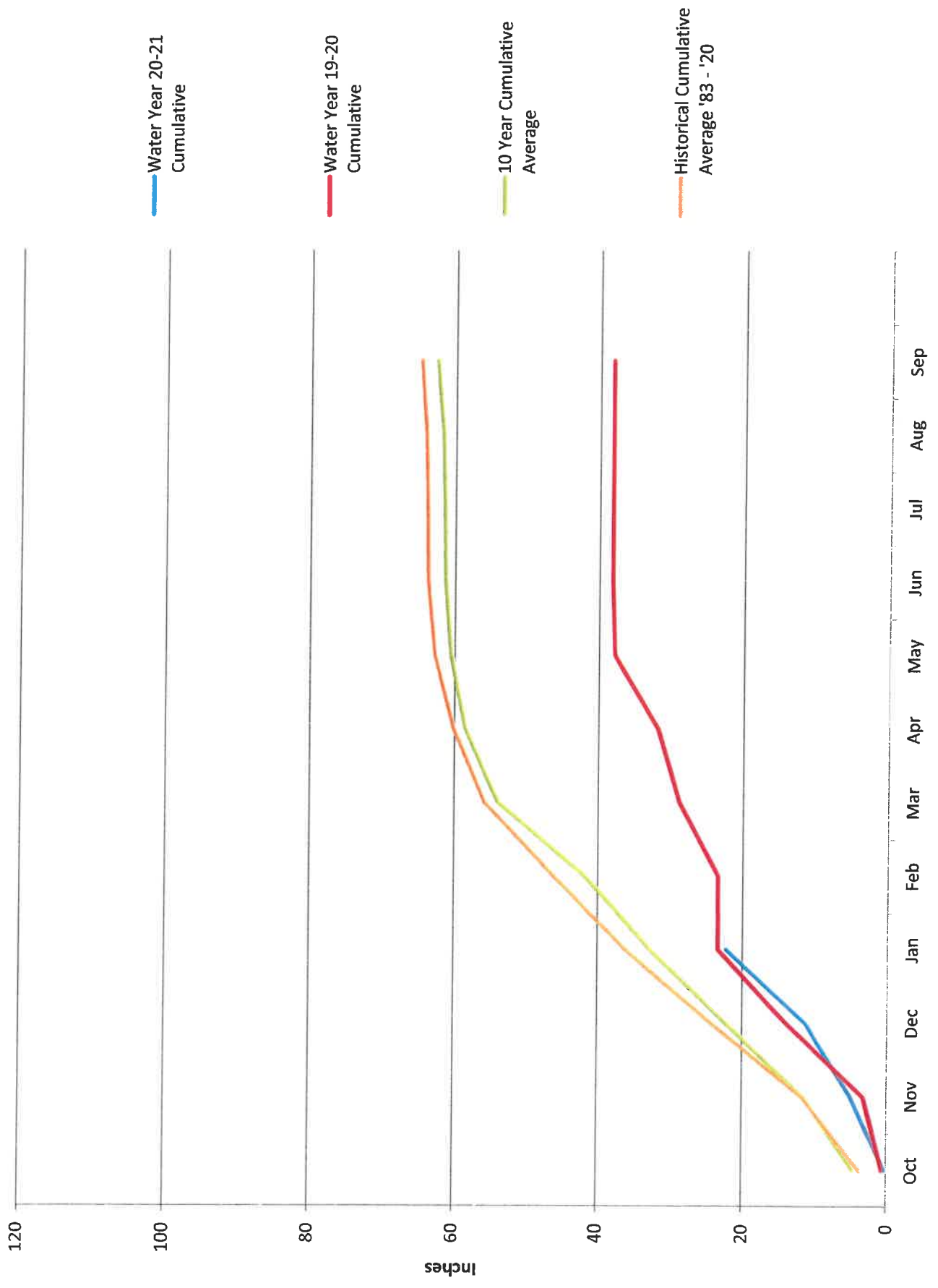
### Ruth Lake Elevation

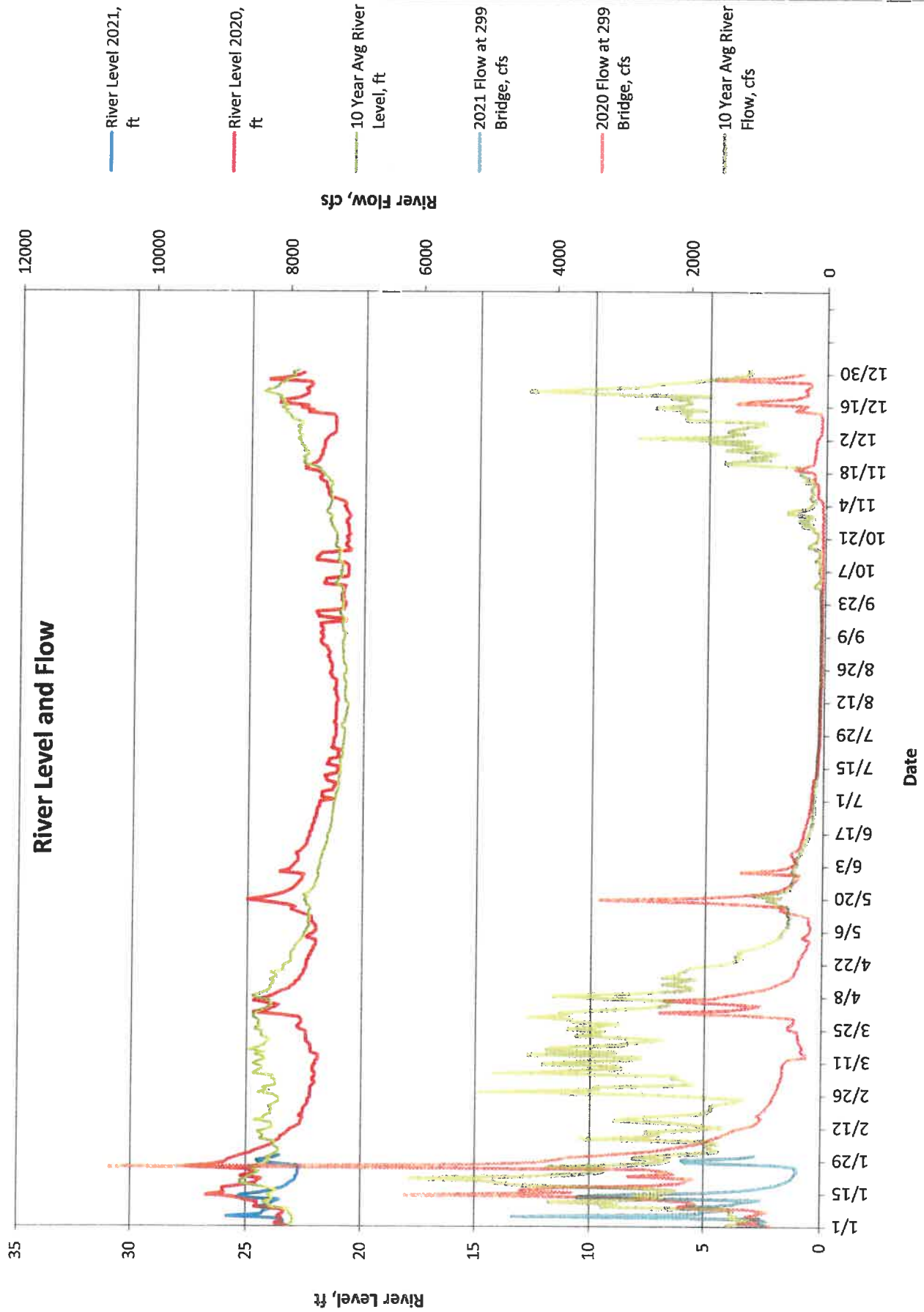


### Flow at Zenia Bridge



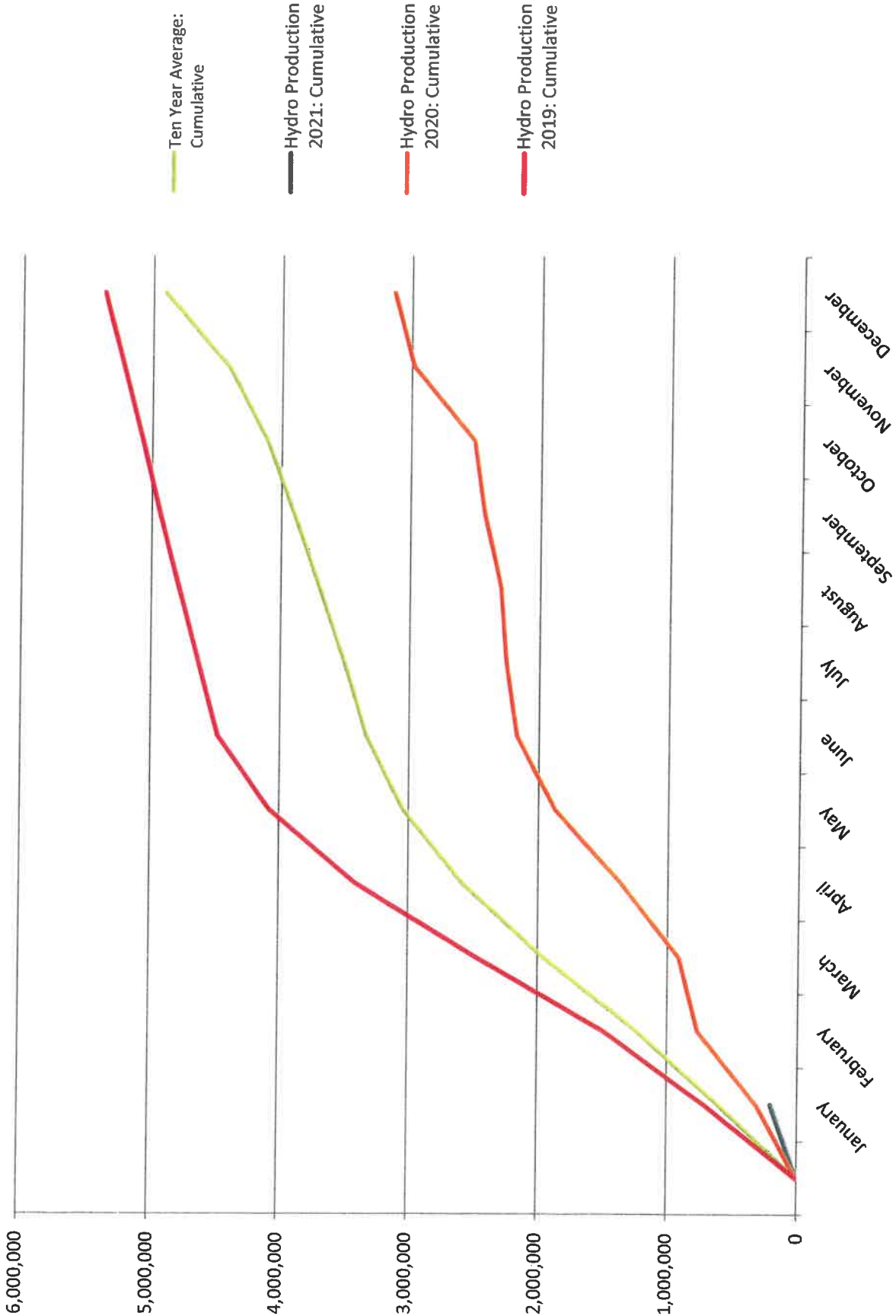
### Ruth Rainfall - Water Year 2020-2021







### Ruth Hydro Production: kW per Month



Memo to: Board of Directors  
From: Dale Davidsen, Superintendent  
Date: February 2, 2021  
Subject: Surplus vehicle request

The District has replaced the Ruth Representatives vehicle in the current FY budget. I propose the District surplus the old vehicle described below.

2011 Ford F-150, 5.0 Liter V-8, 4x4, Super cab, Short bed, with Brush guard and 8,000 Lb. Warn winch, 89,076 miles.

# WORK EXCLUSION FLOW-CHART

NEGATIVE COVID-19 TEST=RETURN TO WORK



YOU WILL BE NOTIFIED BY HUMBOLDT CO. PUBLIC HEALTH DEPT. BASED ON THE CRITERIA BELOW. YOU MAY NOT RETURN TO WORK UNTIL RELEASED BY THEM.

DO YOU HAVE ANY SYMPTOMS?



**P-N-S**

YOU ARE EXCLUDED FROM WORK FOR 10-DAYS, STARTING FROM THE DAY OF YOUR TEST\*



**P-W-S**

YOU ARE EXCLUDED FROM WORK FOR 10-DAYS, STARTING FROM THE DAY YOUR SYMPTOMS STARTED. YOU MUST BE SYMPTOM FREE TO RETURN TO WORK

IF YOU DEVELOP SYMPTOMS LATER, YOUR EXCLUSION CHANGES TO P-W-S

M.V.D. FEB 02 2021



CSDA

**California Special  
Districts Association***Districts Stronger Together*

**DATE:** January 28, 2021

**TO:** CSDA Voting Member Presidents and General Managers

**FROM:** CSDA Elections and Bylaws Committee

**SUBJECT:** CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT A

---

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map).

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
*(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.  
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.  
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
 Fax: 916.442.7889  
 E-mail: [amberp@csda.net](mailto:amberp@csda.net)

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

#### **Expiring Terms**

(See enclosed map for Network breakdown)

**Northern Network** Seat A – Ralph Emerson, GM, Garberville Sanitary District\*  
**Sierra Network** Seat A – Noelle Mattock, Director, El Dorado Hills Community Services District\*  
**Bay Area Network** Seat A – Chad Davisson, GM, Ironhouse Sanitary District\*  
**Central Network** Seat A – Vacant  
**Coastal Network** Seat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District\*  
**Southern Network** Seat A – Jo MacKenzie, Director, Vista Irrigation District\*

**This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021.**

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail [Amberp@csda.net](mailto:Amberp@csda.net) by **March 29, 2021** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on May 28, 2021 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(\* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).



**California Special  
Districts Association**  
*Districts Stronger Together*

**2021 BOARD OF DIRECTORS NOMINATION FORM**

Name of Candidate: \_\_\_\_\_

District: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Network: \_\_\_\_\_ (see map)

Telephone: \_\_\_\_\_  
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Nominated by (optional): \_\_\_\_\_

**Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732

amberp@cda.net

***DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021***



**California Special  
Districts Association**  
*Districts Stronger Together*

### 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: \_\_\_\_\_

District/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Elected/Appointed/Staff: \_\_\_\_\_

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

\_\_\_\_\_  
\_\_\_\_\_

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

\_\_\_\_\_  
\_\_\_\_\_

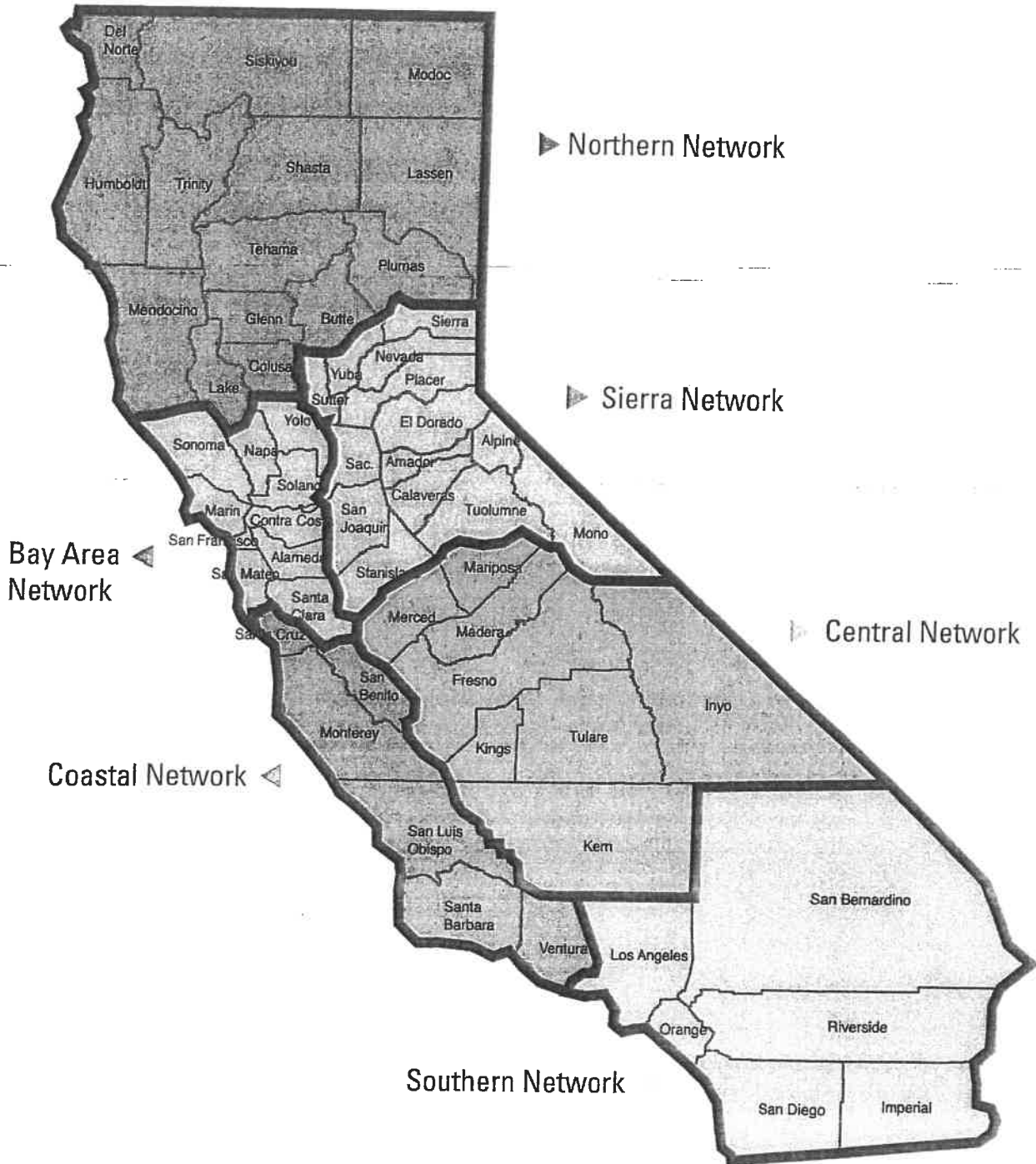
4. List civic organization involvement:

\_\_\_\_\_  
\_\_\_\_\_

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



California Special Districts Association  
**DISTRICT NETWORKS**







## AB 361 – Brown Act: Remote Meetings During Emergencies

### SUMMARY

Assembly Bill 361 will provide additional flexibility for local city councils, boards, commissions, and other agencies to meet remotely via video and teleconference during a local emergency that makes meeting in person unsafe, while still maintaining high levels of public access and transparency. This legislation will not allow local agencies to meet remotely during emergencies that would not prevent the local agency board from meeting in person, nor will this legislation create any new authorization for a local agency to declare a local emergency.

### BACKGROUND

In 1953, the Ralph M. Brown Act, known simply as the “Brown Act” ever since, guaranteed the public's right to attend and participate in meetings of local legislative bodies. To meet this objective, the Brown Act drew up requirements regarding public notices of meetings, the posting of agendas, and physical access to those meetings.

In 1988, AB 3191 (Frazee) updated the Brown Act by authorizing local legislative bodies to use video teleconferencing in connection with any meeting or proceeding authorized by law, for the benefit of the public. However, AB 3191 also required that the public had to have physical access to each remote meeting location. Subsequently, in 1998, SB 138 (Kopp) expanded the allowable uses of teleconferencing even further.

When the COVID-19 pandemic started, local agency boards struggled to conduct their meetings in compliance with the Brown Act’s public accessibility requirements while still abiding by stay-at-home orders. As a result, Governor Newsom signed Orders [N-25-20](#), [N-29-20](#), and [N-35-20](#) to grant local agencies the flexibility to meet remotely during the COVID-19 pandemic.

### PROBLEM

The Governor’s executive orders allowed public agencies to meet remotely and did not require physical public access to those meeting locations. Unfortunately, those Executive Orders only apply to the current health pandemic and do not contemplate future health, fire, flood, or other unforeseen emergencies.

### SOLUTION

AB 361 will provide additional flexibility for local agencies looking to meet remotely in order to continue providing the public with essential services during a proclaimed state of emergency or local emergency. In doing so, local agency boards will not have to rely on an Executive Order from the Governor.

While maintaining high standards of public transparency and access, AB 361 will allow public agencies to meet remotely to continue providing services to the public without jeopardizing the safety of the public, local agency personnel, or board members. Local agencies will accommodate both internet video conferencing platforms and phone lines to ensure that the public can access these meetings with or without an internet connection. This means that if a specified state or local emergency is declared, a local city council would be allowed to meet via a videoconferencing platform and/or phone. The public would be able to participate through such online and telephonic platforms, too.

Most importantly, if a meeting could still be held in-person without endangering local agency board members or personnel, then the local agency will not be entitled to meet remotely.

Local agencies looking to meet remotely pursuant to these provisions will have to do so in accordance with a locally declared emergency or an emergency declared by the Governor of California. A local emergency could include a toxic leak or wildfire evacuation that inhibits the local body from meeting in person. Together, these important provisions will provide local agencies with the flexibility necessary to meet remotely while preserving public access during a specified emergency.

### SUPPORT

- California Special Districts Association (Sponsor)

### FOR MORE INFORMATION

Julio Mendez Vargas, *Associate Consultant*  
Email: [Julio.MendezVargas@asm.ca.gov](mailto:Julio.MendezVargas@asm.ca.gov)  
Phone: (760) 848-8224



## HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL [OFFICE@HBMWD.COM](mailto:OFFICE@HBMWD.COM)

Website: [www.hbmwd.com](http://www.hbmwd.com)

### BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

### GENERAL MANAGER

JOHN FRIEDENBACH

February 11, 2021

Assembly Member Robert Rivas [[Julio.MendezVargas@asm.ca.gov](mailto:Julio.MendezVargas@asm.ca.gov)]

California State Assembly

State Capitol, Room 5158

Sacramento, CA 95814

### RE: Assembly Bill 361 (Rivas) – Support [As Introduced]

Dear Assembly Member Rivas:

The Humboldt Bay Municipal Water District (HBMWD) is pleased to support your Assembly Bill 361, related to the Ralph M. Brown Act ("the Brown Act"). HBMWD is a special district whose mission is to reliably deliver high quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost; reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost; and protect the environment of the Mad River watershed to preserve water rights, water supply and water quality interests of the District.

In light of a stay-at-home order and the need to keep individuals physically distanced from one another, Governor Newsom issued a number of subsequent executive orders (N-25-20, N-29-20, N-35-20) modifying the requirements of the Brown Act. AB 361 seeks to codify several provisions from within the executive orders.

AB 361 would allow local agencies to safely meet remotely during an emergency. The changes to law included in AB 361 are what have allowed local agencies to continue to operate while also complying with important public health directives issued by officials during the COVID-19 pandemic; by enshrining these provisions in statute, this bill ensures that local agencies would continue to be able to remain safe in future emergencies that threaten public health.

AB 361 will include important safeguards that ensure public agency transparency and public access. For a public agency to utilize these provisions to meet remotely, a local agency must meet subsequent or concurrent to a proclaimed state of emergency or declared local emergency, and declare that the nature of the emergency would prevent them from safely meeting in-person. This bill would specifically prohibit local agencies from requiring members of the public to submit their comments in advance, guaranteeing that the public has the opportunity to observe and offer comment during the meeting.

For these reasons, Humboldt Bay Municipal Water District is pleased to support Assembly Bill 361 (Rivas). Please feel free to contact us if you have any questions.

*John Friedenbach*  
General Manager

**Humboldt Bay Municipal Water District**

To: Board of Directors  
From: John Friedenbach  
Date: February 4, 2021

Re: Upcoming Pension Webinars

**Discussion**

Staff has scheduled two webinars that Directors may be interested in attending.

The first is on Tuesday, February 23<sup>rd</sup> at 10:00 a.m. The topics will include: 1) review of HBMWD's current 2019 CalPERS valuation report; and 2) CalPERS pension program – the how and why; and 3) strategies of most beneficial mitigation practices of UAL.

The second is on Wednesday, February 24<sup>th</sup> at 10:00 a.m. This topic will be a review of our current PARS UAL Trust.

If any Director is interested in attending, please contact staff and we will provide you with the virtual access information.

**BOARD MEMBERS**

Virginia Bass  
Sue Long  
Bruce Rupp  
Ericka Barber  
Larry Oetker



**COUNTY STAFF**

Amanda Loftis  
Cindy Luke  
Amanda Cherry

**COUNTY OF HUMBOLDT REDEVELOPMENT OVERSIGHT BOARD**

**Virtual Meeting – All Online**

**You can attend this meeting and provide comments by navigating to the below link:**

<https://zoom.us/j/92702203505?pwd=VWtqRFUwVG1lYzRZU1VxSiM1ZWo4Zz09>

Zoom Meeting ID: 927 0220 3505

Zoom Meeting Passcode: 456Gji

**AGENDA**

**Tuesday, February 02, 2021**

**4:00 PM**

**Special Meeting**

- A. SALUTE TO THE FLAG
- B. ROLL CALL
- C. MODIFICATIONS TO THE AGENDA
- D. PUBLIC COMMENT
- E. ACTION ITEMS
  - a. Consideration and approval of the Updated 2021/2022 Eureka Recognized Obligation Payment Schedule (ROPS)
  - b. Elect Humboldt Redevelopment Oversight Board Chairperson
- F. ADJOURNMENT



## Humboldt County Redevelopment Oversight Board

For the regular meeting of: 02/02/2021

**To:** Humboldt County Redevelopment Oversight Board

**From:** Lane Millar, City of Eureka Finance Director

**Agenda Section:** E. Action Items, subsection a

### **SUBJECT:**

Consideration and approval of Eureka Recognized Obligation Payment Schedule (ROPS 21-22).

### **RECOMMENDATION(S):**

That the Humboldt County Redevelopment Oversight Board:

1. Approve the Eureka Recognized Obligation Payment Schedule (ROPS 21-22) and authorize Successor Agency staff to submit same to the State Department of Finance.

### **SOURCE OF FUNDING:**

Redevelopment Property Tax Trust Fund (RPTTF)

### **DISCUSSION:**

The City of Eureka was designated as the Successor Agency to the Redevelopment Agency of the City of Eureka's (Successor Agency) to oversee the wind-down of the former redevelopment agency's operations following the steps established by ABX1 26 and AB 1484, collectively known as the Dissolution Act. Activities included preserving assets, fulfilling legally binding commitments, overseeing the termination of activities, and returning resources expeditiously to the affected taxing entities. The Redevelopment Agency of the City of Eureka was dissolved.

The Recognized Obligation Payment Schedule (ROPS) is the report that authorizes the amount of former redevelopment agency property tax increment to be allocated to the Successor Agency for payment of Enforceable Obligations. The Successor Agency is required to submit the ROPS annually to the County Oversight Board.

**FINANCIAL IMPACT:**

The payments shown on the Eureka Recognized Obligation Schedule for will be included in the applicable fiscal years' Operational Plan for the Successor Agency. The funding source is property tax increment distributed from the Redevelopment Property Tax Trust Fund.

**ATTACHMENTS:**

- A. Eureka Recognized Obligation Schedule (ROPS 21-22)
- B. HCROB Resolution 2021-05: *Eureka Recognized Obligation Payment Schedule (ROPS 21-22)*.

**Recognized Obligation Payment Schedule (ROPS 21-22) - Summary**  
**Filed for the July 1, 2021 through June 30, 2022 Period**

**Successor Agency:** Eureka

**County:** Humboldt

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>21-22A Total (July - December)</b>	<b>21-22B Total (January - June)</b>	<b>ROPS 21-22 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 1,320,409</b>	<b>\$ 1,320,409</b>	<b>\$ 2,640,818</b>
F RPTTF	1,315,441	1,315,441	2,630,882
G Administrative RPTTF	4,968	4,968	9,936
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 1,320,409</b>	<b>\$ 1,320,409</b>	<b>\$ 2,640,818</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

_____	
Name	Title
/s/ _____	
Signature	Date

Attachment A

Eureka  
 Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail  
 July 1, 2021 through June 30, 2022

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					ROPS 21-22B (Jan - Jun)					21-22B Total			
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF				
																						Q	P	O
6	CA Boating & Waterways Loan	Third-Party Loans	09/16/1996	08/01/2028	State of California	Bond issue for waterfront development	Merged	\$16,665,252		\$2,640,818	\$-	\$-	\$-	\$1,315,441	\$4,968	\$1,320,409	\$-	\$-	\$-	\$-	\$1,315,441	\$4,968	\$1,320,409	
								1,394,264	N	\$174,282	-	-	-	87,141	-	\$87,141	-	-	-	-	87,141	-	\$87,141	
7	CA Boating & Waterways Loan	Third-Party Loans	09/16/1996	08/01/2028	City of Eureka	Harbor dredging loan requirement	Merged	140,000	N	\$20,000	-	-	-	10,000	-	\$10,000	-	-	-	-	10,000	-	\$10,000	
8	CA Boating & Waterways Loan	Third-Party Loans	09/16/1996	08/01/2028	City of Eureka	Capital improv. loan requirement	Merged	210,000	N	\$30,000	-	-	-	15,000	-	\$15,000	-	-	-	-	15,000	-	\$15,000	
9	Multiple Assistance Center	Third-Party Loans	11/06/2001	06/30/2024	HOME Prog Income	Payback of MAC construction loan	Merged	200,000	N	\$50,000	-	-	-	25,000	-	\$25,000	-	-	-	-	25,000	-	\$25,000	
16	Administrative allowance	Admin Costs	06/29/2011	06/30/2021	Various	Administrative allowance	Merged	250,000	N	\$9,936	-	-	-	-	-	\$4,968	-	-	-	-	-	-	4,968	\$4,968
58	2017 Series A Bonds	Refunding Bonds Issued After 6/27/12	04/18/2017	11/01/2020	U.S. Bank	Bond issue for refunding taxable debt		-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
59	2017 Series B Bonds	Refunding Bonds Issued After 6/27/12	04/18/2017	11/01/2036	U.S. Bank	Bond issue for refunding non-taxable debt		14,470,988	N	\$2,356,600	-	-	-	1,178,300	-	\$1,178,300	-	-	-	-	1,178,300	-	-	\$1,178,300



Attachment A

**Eureka**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances**  
**July 1, 2018 through June 30, 2019**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H			
								Fund Sources		
								Bond Proceeds	Reserve Balance	Other Funds
	<b>ROPS 18-19 Cash Balances</b> (07/01/18 - 06/30/19)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	RPTTF	Comments			
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/18)</b> RPTTF amount should exclude "A" period distribution amount.			243,031						
<b>2</b>	<b>Revenue/Income (Actual 06/30/19)</b> RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller			3,273,413						
<b>3</b>	<b>Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)</b>			3,141,250						
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/19)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									
<b>5</b>	<b>ROPS 18-19 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC			No entry required						
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/19)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$375,194	\$-	\$-				

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

**Eureka**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Notes**  
**July 1, 2021 through June 30, 2022**

Item #	Notes/Comments
6	Amounts represent average debt service using the method approved by the DOF on ROPS III.
7	Amounts represent average debt service using the method approved by the DOF on ROPS III.
8	Amounts represent average debt service using the method approved by the DOF on ROPS III.
9	Amounts represent average debt service using the method approved by the DOF on ROPS III.
16	
58	
59	Amounts represent average debt service using the method approved by the DOF on ROPS III.

**RESOLUTION NO. 2021-05****A RESOLUTION OF THE HUMBOLDT COUNTY REDEVELOPMENT OVERSIGHT BOARD ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 21-22) FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177**

**WHEREAS**, the Redevelopment Agency of the City of Eureka (“Agency”) was a Redevelopment Agency formed and exercised its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 et seq. (“CRL”); and

**WHEREAS**, Section 34177 (1)(2) of the Health and Safety Code requires the City of Eureka as the Successor Agency to submit to the State Department of Finance (DOF), the State Controller and the Humboldt County Auditor-Controller for review, the Recognized Obligation Payment Schedules (ROPS) which include enforceable obligations and Successor Agency administrative costs; and

**WHEREAS**, on June 27, 2012, the Governor signed into law, AB 1484 to make technical and substantive amendments to AB 26 concerning issues including but not limited to, enforceable obligations and Successor Agency administrative costs; and

**WHEREAS**, pursuant to AB 1484, the ROPS 21-22 for the period of July 1, 2021 to June 30, 2022 shall be submitted to the County Auditor-Controller, the State Controller’s Office, and the Department of; and

**WHEREAS**, Health and Safety Code Section 34171 (1) (1) (E) requires the Successor Agency to identify and use available funding sources other than Property Tax Trust Funds, such as cash reserves.

**NOW THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF EUREKA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1. The Recitals set forth above are true and correct**, and are incorporated herein by reference.

**SECTION 2. The Recognized Obligation Payment Schedule**, attached hereto and incorporated herein by reference as “Attachment A”, is hereby adopted, effective July 1, 2021, subject to all reservations of rights and contingencies set forth above.

**SECTION 3. Submittal of the Recognized Obligation Payment Schedule.** The Humboldt County Redevelopment Oversight Board hereby authorizes the submittal of the Recognized Obligation Payment Schedule to the Humboldt County Auditor-Controller and the State Department of Finance.

**BE IT FURTHER RESOLVED** The Eureka Successor Agency Executive Director or their designee is authorized to take all actions necessary to implement this Resolution, including without limitation, the posting of this Resolution and the Recognized Obligation Payment Schedule on the City’s website, and the provision of notice to the Humboldt County Auditor-Controller and the State Department of Finance.

**PASSED AND ADOPTED** by the Humboldt County Redevelopment Oversight Board, on February 02, 2021 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

HCROB Chairperson

---

Secretary to HCROB



## Humboldt County Redevelopment Oversight Board

For the regular meeting of: 02/02/2021

**To:** Humboldt County Redevelopment Oversight Board

**From:** Auditor-Controller Staff

**Agenda Section:** E. Action Items, subsection b

### **SUBJECT:**

To elect the Humboldt County Redevelopment Oversight Board Chairperson.

### **RECOMMENDATION(S):**

That the Humboldt County Redevelopment Oversight Board elect a Chairperson.

### **SOURCE OF FUNDING:**

Officers of the HCROB serve without compensation and without reimbursement for expenses. No funding source is required for this agenda item.

### **DISCUSSION:**

California Health and Safety Code (HSC) Section 34179(a) requires that the HCROB elect one of its members to serve as Chairperson. There is no requirement to elect other officers; however, this does not preclude the HCROB from electing other officers, such as Vice Chairperson. Once a Chairperson is elected, the HCROB must report the name of the elected individual(s) to the California Department of Finance (DOF).

Typically, the Chairperson will serve as the "Presiding Officer" at all meetings and performs other duties as needed and assigned by the HCROB. The Presiding Officer maintains order and keeps discussions in line with the meeting agenda. The Chairperson will also be responsible for signing documents necessary to carry out the business of the HCROB.

### **FINANCIAL IMPACT:**

n/a

### **ATTACHMENTS:**

A. HCROB Resolution 2021-06 for Election of a Chairperson

**RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE HUMBOLDT COUNTY REDEVELOPMENT  
OVERSIGHT BOARD APPROVING THE ELECTION OF THE CHAIRPERSON OF  
THE HUMBOLDT COUNTY REDEVELOPMENT OVERSIGHT BOARD**

**WHEREAS**, Health and Safety Code (HSC) 34179(a) requires the election of a member to serve as Chairperson of the Humboldt County Redevelopment Oversight Board (HCROB);

**WHEREAS**, per HSC 34179(c), HCROB members shall serve without compensation or reimbursement for expenses;

**WHEREAS**, pursuant to HSC 34179(d), HCROB are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code;

**WHEREAS**, the election of a Chairperson will further the HCROB’s ability to perform its fiduciary duty to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other related revenues;

**NOW THEREFORE, THE HUMBOLDT COUNTY REDEVELOPMENT OVERSIGHT BOARD  
HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct, and are incorporated herein by reference.

**SECTION 2.** HCROB Member \_\_\_\_\_ is hereby elected as Chairperson of the Humboldt County Redevelopment Oversight Board.

**SECTION 3.** This resolution shall take effect from and after the date of its passage and adoption.

**PASSED AND ADOPTED** by the Humboldt County Redevelopment Oversight Board, State of California, on February 2<sup>nd</sup>, 2021 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
HCROB Chairperson

\_\_\_\_\_  
Secretary to HCROB



# Region 1 Board Meeting

## ACWA REGION 1 BOARD MEETING

Wednesday, February 3, 2021 | 1:00 – 2:30 p.m.

Zoom:

<https://acwa.zoom.us/j/98457887221?pwd=cEhhTkR6V0NlUETsRzkyczR4ZW1nZz09>

### Agenda

- I. Call to Order, Welcome Brad Sherwood
- II. Self-Introductions Board
- III. ACWA Update Jennifer Rotz
- IV. Region Update Rotz
  - a. Region 1 Rules & Regulations
  - b. 2021 Region Election Timeline
- V. ACTION ITEM: Nominating Committee Board
  - a. Appoint 2021 Region 1 Election Nominating Committee
- VI. ACTION ITEM: Appoint Region 1 Alternate Chair Board
- VII. 2020-2021 Region 1 Committee Representation Board
  - a. Review 2020-2021 Region 1 Committee Member Roster
  - b. Review 2020-2021 Region 1 Committee Reporter Roster
  - c. ACTION ITEM: Appoint Energy Committee Reporter
- VIII. Review Region 1 2020-2021 Work Plan Board
- IX. Discuss 2021 Region Activities Rotz/Board
  - a. Region Event Planning Process
  - b. Spring/Fall Conference Membership Meetings
  - c. Region Event
  - d. ACWA Spring Conference Region 1 Issue Forum
- X. Water Supply Update Sherwood/Board
- XI. Elected Leaders Update Board
- XII. Additional Discussion Items All

### ACWA REGION 1 BOARD 2020-2021

**Chair**  
**Brad Sherwood,**  
Sonoma Water

**Vice Chair**  
**Jennifer Burke,**  
City of Santa Rosa

**Board Members**  
**Tamara Alaniz,**  
Brooktrails Township  
Community Services  
District

**Jon L. Foreman,**  
Valley of the Moon Water  
District

**Dennis Mayo,**  
McKinleyville Community  
Services District

**J. Bruce Rupp,**  
Humboldt Bay Municipal  
Water District

**Elizabeth Salomone,**  
Mendocino County  
Russian River Flood  
Control & Water  
Conservation  
Improvement District

### QUESTIONS

Contact Jennifer Rotz,  
Regional Affairs  
Representative, at  
[JenniferR@acwa.com](mailto:JenniferR@acwa.com) or  
(916) 441-4545

**John Bosler**  
Secretary/General Manager/CEO

January 27, 2021

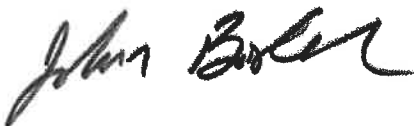
Dear Fellow ACWA/JPIA Member:

On January 26, 2021 the Cucamonga Valley Water District Board of Directors adopted Resolution No. 2021-1-2 nominating President Randall James Reed for the position of ACWA/JPIA Executive Committee. We are formally requesting your support of President Reed's nomination through the adoption of a concurring resolution from your agency.

President Reed is well qualified to take on this leadership role in ACWA/JPIA as you will see in his attached statement of qualifications, and he is committed to continuing the great work of providing quality insurance and employee benefit services that ensure our agencies and ratepayers are receiving the most cost-effective service possible.

I have attached a sample concurring resolution in support of his nomination, as well as his candidate statement. The elections for ACWA/JPIA Executive Committee will be held this spring, and the deadline to submit nominations is March 19, 2021. Should you desire to adopt a resolution or if you have questions please contact our Executive Assistant to the Board, Taya Victorino at 909.987.2591 or [tayav@cvwdwater.com](mailto:tayav@cvwdwater.com).

Thank you in advance for your consideration.



John Bosler  
General Manager/CEO

Attachments:

Resolution No. 2021-1-2 Nominating Randall Reed  
Candidate Statement – President Reed  
Sample Concurring Resolution



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CUCAMONGA VALLEY WATER DISTRICT NOMINATING ITS JPIA BOARD MEMBER  
TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER  
AGENCIES JOINT POWERS INSURANCE AUTHORITY ("JPIA")**

**WHEREAS**, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

**WHEREAS**, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT** that its member of the JPIA Board of Directors, **Randall James Reed**, be nominated as a candidate for the Executive Committee for the election to be held during the JPIA's spring 2021 Board of Directors' meeting.

**BE IT FURTHER RESOLVED** that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

**APPROVED, ADOPTED AND SIGNED** this 26<sup>th</sup> day of January 2021.

CUCAMONGA VALLEY WATER DISTRICT



Randall James Reed  
President

ATTEST:



John Bosler  
Secretary and General Manager/CEO

RESOLUTION NO. 2020-1-2


STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        ) ss.

I, **JOHN BOSLER**, Secretary of the Board of Directors of Cucamonga Valley Water District, do hereby certify that the foregoing **Resolution No. 2021-1-2** was adopted by the Board of Directors of said District at a regular board meeting held on January 26, 2021. A recorded vote of the Board is as follows:

AYES: Cetina, Curatalo, Gibboney, Kenley, Reed

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

  
\_\_\_\_\_  
JOHN BOSLER  
Cucamonga Valley Water District  
and the Board of Directors thereof

Randall James Reed  
Statement of Qualifications  
Association of California Water Agencies  
Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee

I am pleased to share with you my interest in continuing my service on the Executive Committee for ACWA/JPIA. I am prepared and ready to help lead the organization as we continue to uphold ACWA/JPIA's mission "*to consistently and cost effectively provide the broadest possible affordable insurance coverage and related services to its member agencies.*"



My experience with ACWA/JPIA began over a year ago when I was appointed by the Cucamonga Valley Water District (CVWD) to serve as their ACWA/JPIA representative. In that same year I was elected to the Executive Committee to fill a vacancy and eagerly rose to the challenge. Now I am dedicated to ensuring the success of ACWA/JPIA. We provide a vital service to the water community and they provide a vital service to their communities. I know how important this organization is for the member agencies who depend on our success.

I have served on the CVWD board of directors for approximately 18 years, and currently serve as their President. At CVWD, we have taken full advantage of all the programs the ACWA/JPIA has to offer to ensure our employees are working in the safest environment possible. Our board of directors has also adopted a *Commitment to Excellence* pledge putting into place best management practices which bolsters our effectiveness for loss prevention and safety.

I currently serve on the board of the Association of San Bernardino County Special Districts. In my past roll as board president, I was focused on increasing my understanding of our members needs so that I may know how to better serve and lead the association. I will continue to use this same approach if re-elected to serve on the ACWA/JPIA Executive Committee.

Professionally, I am retired from a 32 year career in the wastewater management field as an electrical and instrumentation supervisor. I earned a Bachelor's degree in Information Management Systems from California State University San Bernardino and have been an active member in the Association of California Water Agencies, California Special Districts Association and the California Water Environment Association. I'm a proud veteran of the United States Marine Corp.

Thank you for allowing me to share my experience, leadership and knowledge. I look forward to the opportunity to represent you and your agency. Please feel free to contact me directly at (909) 240-1344 should you have questions or if you would like to support my candidacy.

Thank you in advance for your consideration,

A handwritten signature in black ink that reads "Randall Reed". The signature is written in a cursive, flowing style.

**Resolution No. 2021-02**

**Resolution of the Humboldt Bay Municipal Water District Board of Directors  
Concurring in the Nomination to the Executive Committee of ACWA/JPIA**

**WHEREAS**, this District is a member district of the JPIA; and

**WHEREAS**; the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive committee, three member districts must concur with the nominating district; and

**WHEREAS**; another nominating District, Cucamonga Valley Water District, has requested that this District concur in its nomination of its member of the JPIA Board of Directors to the Executive Committee of the JPIA;

**NOW, THEREFORE, BE IT RESOLVED** that the Humboldt Bay Municipal Water District: does concur with the nomination of Randall James Reed to the Executive Committee of the JPIA.

**Be It Further Resolved** that the District Secretary is hereby directed to transmit a certified copy of the Resolution to the JPIA at PO Box 619082, Roseville, CA, 95561-9082

Adopted and approved this 11th day of February, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

Attest:

\_\_\_\_\_  
Sheri Woo, President

\_\_\_\_\_  
J. Bruce Rupp, Secretary/Treasurer



Redwood Coast Energy Authority  
 633 3<sup>rd</sup> Street, Eureka, CA 95501  
 Phone: (707) 269-1700 Toll-Free (800) 931-7232 Fax: (707) 269-1777  
 E-mail: [info@redwoodenergy.org](mailto:info@redwoodenergy.org) Web: [www.redwoodenergy.org](http://www.redwoodenergy.org)

## **BOARD OF DIRECTORS MEETING AGENDA**

**January 28, 2021 -Thursday, 3:30 p.m.**

### **COVID-19 NOTICE**

#### **RCEA AND HUMBOLDT BAY MUNICIPAL WATER DISTRICT OFFICES WILL NOT BE OPEN TO THE PUBLIC FOR THIS MEETING**

Pursuant to the Governor's Executive Order N-29-20 of March 17, 2020, and the Humboldt County Health Officer's March 30, 2020, Shelter-in-Place Order, the RCEA Board of Directors meeting will not be convened in a physical location. Board members will participate in the meeting via an online Zoom video conference.

**To listen to the meeting by phone**, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051. **To watch the meeting online**, join the Zoom webinar at <https://us02web.zoom.us/j/81972368051>.

**You may submit written public comment** before and during the meeting by email to [PublicComment@redwoodenergy.org](mailto:PublicComment@redwoodenergy.org). Please identify the agenda item number in the subject line. Comments received before the agenda item is heard will be read into the record, with a maximum allowance of approximately 500 words per comment. Comments received after the agenda item is heard and before the meeting's end will be included in the meeting record but not read aloud during the meeting.

**To make a comment during the public comment periods**, raise your hand in the online Zoom webinar, or press star (\*) 9 on your phone to raise your hand. You will continue to hear the meeting while you wait. When it is your turn to speak, a staff member will unmute your phone or computer. You will have 3 minutes to speak.

While downloading the Zoom application may provide a better meeting experience, Zoom does not need to be installed on your computer to participate. After clicking the webinar link above, click "start from your browser."

In compliance with the Americans with Disabilities Act, any member of the public needing special accommodation to participate in this meeting should call (707) 269-1700 or email [Ltaketa@redwoodenergy.org](mailto:Ltaketa@redwoodenergy.org) at least 3 business days before the meeting. Advance notice enables RCEA staff to make their best effort to reasonably accommodate access to this meeting while maintaining public safety.

Pursuant to Government Code section 54957.5, all writings or documents relating to any item on this agenda which have been provided to a majority of the Board of Directors, including those received less than 72 hours prior to the RCEA Board meeting, will be made available to the public at [www.redwoodenergy.org](http://www.redwoodenergy.org).

**OPEN SESSION** Call to Order by Executive Director**1. BOARD APPOINTMENTS****1.1. Election of Officers and Community Advisory Committee Liaison Appointments**

Select the RCEA Board Chair and Vice Chair and authorize them as signers on RCEA bank accounts.

Appoint a Board Liaison, and an alternate liaison if desired, to the Community Advisory Committee to serve through January 2022.

**1.2. Board Subcommittee Review and Member Assignment**

Determine whether the standing Finance Subcommittee should continue its work.

Appoint up to four Directors to serve on the standing Finance Subcommittee for one-year terms ending on the first regular Board meeting of 2022.

Determine whether the Offshore Wind Phase I Subcommittee should continue its work and solicit up to four Director-volunteers to serve on the ad hoc Offshore Wind Phase I Subcommittee until project area site control is secured from the Federal Bureau of Ocean Energy Management.

Determine whether the Racial Justice Action Plan Subcommittee should continue its work and verify whether the current Directors would like to continue serving on the subcommittee.

Create an ad hoc committee for long-duration storage procurement review of up three Board members to serve on this committee until December 31, 2021, or until all contracts to which RCEA is a party resulting from the associated joint request for offers are executed, whichever comes first.

**2. REPORTS FROM MEMBER ENTITIES****3. ORAL COMMUNICATIONS**

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral communications, the Board may respond to statements. Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

**4. CONSENT CALENDAR**

All matters on the Consent Calendar are considered to be routine by the Board and are enacted in one motion. There is no separate discussion of any of these items. If discussion is required, that item is removed from the Consent Calendar and considered separately. At the end of the reading of the Consent Calendar, Board members or members of the public can request that an item be removed for separate discussion.

**4.1** Approve Minutes of December 17, 2020, Board Meeting.

**4.2** Approve Disbursements Report.

**4.3** Accept Financial Reports.

**4.4** Approve the 2021 RCEA Board of Directors Meeting Calendar.

- 4.5 Approve Updated and Unchanged Community Choice Energy Weighted Board Vote Distribution.
- 4.6 Authorize Staff and General Counsel to Negotiate a Contract Extension with Calpine Energy Solutions for Data Management Services for Up to Five Years and Bring the Agreement to the Board for Final Approval Prior to Execution.
- 4.7 Approve Offshore Wind Cooperation Agreement Amendment No. 2 and Authorize the Executive Director to Execute the Amendment and All Associated Documents as Necessary, Contingent on Final Review and Approval by RCEA Legal Counsel.

## 5. REMOVED FROM CONSENT CALENDAR ITEMS

Items removed from the Consent Calendar will be heard under this section.

## COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighted voting as established in the RCEA joint powers agreement.

## 6. OLD CCE BUSINESS

- 6.1. 2021 CCE Customer Rate Setting Update (Information only)
- 6.2. Energy Risk Management Overview (Information only)

## 7. NEW CCE BUSINESS – None.

## END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

## 8. OLD BUSINESS

- 8.1 RePower Humboldt Strategic Plan Status Update (Information only)

## 9. NEW BUSINESS – None.

## 10. STAFF REPORTS – None.

## 11. FUTURE AGENDA ITEMS

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

## 12. ADJOURNMENT

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### NEXT REGULAR MEETING

Thursday, February 25, 2021, 3:30 p.m.

This meeting will be an online teleconference following shelter-in-place orders.