



Property Owner Application to Dredge Under Umbrella Permits, San Rafael Creek Non-Federal Maintenance Dredging

["Umbrella Permits" means the US Army Corps of Engineer's Permit No. SPN – 2022-00295;
Bay Conservation and Development Commission Permit No. M2021.023.00;
Clean Water Act Section 401 Certification Place ID: 879551 and WDID #: 2 CW449457; and
CA Department of Fish and Wildlife Lake or Streambed Alteration Agreement, notification No.
EPIMS-MAN-28305-R3]

This Application is submitted to the City of San Rafael ("City") by the owner(s) (collectively, "Owner") of the following Property:

Property: _____ Street Address: _____

Owner's Name: _____
Representative and Email address: _____
Contact Information: Phone number: _____

This Application and any subsequent dredging of the Property are subject to the following terms and conditions.

Terms and Conditions

Application; Umbrella Permits fee; Tidelands Permit required. Owner agrees and acknowledges that Owner is not permitted to use the Umbrella Permits or otherwise perform any dredging of the Property until Owner has satisfied all of the following conditions:

1. Owner submits to the City a complete, signed Application.
2. Owner pays in full with the City's Department of Public Works, the Umbrella Permits Fee, calculated at \$0.32 per square foot of dredged area, pursuant to the accompanying invoice # ____.
3. Owner applies for and obtains a Tidelands Permit from the City's Department of Public Works. The City will not grant a Tidelands Permit unless Owner has submitted a complete, signed Application and paid in full the Permit Fee. The Tidelands Permit application may be accessed at <https://www.cityofsanrafael.org/dredging/>. An additional Tidelands Dredging Permit fee will apply.

Complete and accurate application. In July 2021, Owner agreed to participate in the City's umbrella permitting project for maintenance dredging by completing and submitting the City's form, available at <https://www.cityofsanrafael.org/dredging-umbrella-permits/>. Owner hereby

certifies that the information submitted in connection with that application, which was approved by the City of San Rafael Department of Public Works, is accurate and complete.

Terms and conditions of Umbrella Permits. Owner hereby certifies that Owner has read, understands, and agrees to all terms and conditions set forth in the Umbrella Permits – i) US Army Corps of Engineer’s Permit No. SPN – 2022-00295, ii) the Bay Conservation and Development Commission Permit No. M2021.023.00, iii) the Clean Water Act Section 401 Certification Place ID: 879551 and WDID # 2 CW449457, and iv) the CA Department of Fish and Wildlife Lake or Streambed Alteration Agreement, notification No. EPIMS-MAN-28305-R3 - and that Owner will comply with all of the terms and conditions of the Umbrella Permits.

Dredger’s Handbook. Owner hereby certifies that Owner has read the attached ‘Dredger’s Handbook: A testing, permitting, and reporting guide for maintenance dredging in the San Francisco Bay – January 2021’ and will abide by all construction, testing, permitting, and reporting requirements of the handbook.

Dredge window; work hours; means and methods. Owner hereby acknowledges that any work authorized must be completed during the valid dates permitted under the Umbrella Permits (June 1 and November 30), after which a new authorization is required. Dredging and related work is limited between the hours of 7:00 a.m. and 6:30 p.m. Monday through Friday, and between 8:00 a.m. and 6:00 p.m. on Saturday. No dredging work is allowed on Sunday. Any deviation to these hours must be pre-approved by Public Works. Owner further understands dredging is only authorized to a depth of -6 feet mean lower low water (MLLW) plus a 1-foot over dredge allowance. Maintenance and repair of structures is not allowed without additional permits and approvals.

Post-dredging and Disposal Completion Report. Owner hereby acknowledges that, as part of the Tidelands Permit, Owner will be required to submit a Post-dredging and Disposal Completion Report to the City within thirty (30) calendar days after completion of the discharge operations. Owner understands that failure to provide notices and post-construction reporting will result in a hold placed on future project applications for the applicant/owner, authorized agents, and associated contractors.

Assumption of risk. Owner hereby acknowledges and agrees that the Property and dredging work may be subject to hazards, including without limitation from slope instability, erosion, landslides and wave uprush, storm conditions, and sea level rise; and Owner expressly agrees to assume all risk of personal or property damage and/or loss in connection with the dredging, Umbrella Permits, Tideland Permit, and associated work.

Indemnification. To the greatest extent permitted by law, Owner hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, defend and hold the City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the “Indemnified Parties”) harmless from and against all liability, loss, cost, claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, damage and expense (including without limitation attorneys’ fees and costs of litigation) (all of the foregoing, collectively “Claims”) arising out of or in connection with or related to any dredging of the Property, this

Application, the Umbrella Permits, or Tideland Permit, including without limitation, Claims arising in connection with the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance. This indemnity will apply whether the hazardous substance is on, under or about the Property or associated with the work. The term "hazardous substance" means any substance, material or waste that is or becomes designated or regulated as toxic, hazardous, pollutant, or contaminant or a similar designation or regulation under any federal, state or local law. Owner's defense and indemnity obligations under this section shall not apply to the extent any Claim results from the gross negligence or willful misconduct of the Indemnified Parties. Owner's defense and indemnity obligations pursuant to this section shall survive the expiration or earlier termination of dredging permits or other authorizations.

IN WITNESS WHEREOF, the Property Owner has executed this Application as set forth below.

PROPERTY OWNER:

I, as Owner of the Property, hereby represent that all information that I will provide or have provided to the City of San Rafael in connection with this Application to dredge the Property under the Umbrella Permits is true and correct. I have read and understand this Application, and its terms and conditions, and am able and willing to comply with all requirements. I acknowledge that submission of this Application does not permit me to dredge the Property under the Umbrella Permits and that before dredging the Property I am required to obtain a Tidelands Permit from the City.

Property Owner Signature: _____ Date: _____
Property Owner Name: _____

If second property owner:
Property Owner Signature: _____ Date: _____
Property Owner Name: _____

If third property owner:
Property Owner Signature: _____ Date: _____
Property Owner Name: _____

If fourth property owner:
Property Owner Signature: _____ Date: _____
Property Owner Name: _____

Maintenance Dredging Best Practices Addendum

To minimize adverse environmental impacts and the unpermitted deposition, spill, or discharge of any liquid or solid into the sea, the applicant shall implement the following requirements and best management practices described in the attached 'Dredger's Handbook: A testing, permitting, and reporting guide for maintenance dredging in the San Francisco Bay – January 2021' and will abide by all construction, testing, permitting, and reporting requirements of the handbook at a minimum, in addition to the requirements of the aforementioned permits:

- No construction materials, debris, waste, oil, or liquid chemicals shall be placed or stored where it may be subject to wave erosion and dispersion, stormwater, or where it may contribute to or come into contact with nuisance flow.
- Any and all debris resulting from construction activities shall be removed from the site within ten (10) calendar days of completion of construction.
- No machinery or construction materials not essential for project implementation shall be allowed at any time in the intertidal zone or in the harbor.
- All debris and trash shall be disposed of in the proper trash and recycling receptacles at the end of each construction day.
- The discharge of any hazardous materials into the Creek or any receiving waters shall be prohibited.
- Floating booms will be used to contain debris discharged into Bay waters, and any debris discharged will be removed as soon as possible but no later than the end of each day.
- Non-buoyant debris discharged into surrounding waters will be recovered by divers as soon as possible after loss.
- A copy of all applicable permits any signed Notice to Proceed (NTP) shall be maintained on all vessels used to dredge, transport, and dispose of dredged material.
- If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify USACE of what you have found. They will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- If a violation of any permit condition occurs during operations, the applicant shall report such violations to the USACE Regulatory Division within twenty-four (24) hours after the violation occurs. If the applicant retains any contractors, the applicant shall instruct all such contractors that notice of any permit violations must be immediately so the applicant can report the violation as required.

Requirements specific to offshore (ocean) disposal if contaminants prohibit in-Bay disposal:

- The permittee shall ensure dredged material is not leaked or spilled from the disposal vessel(s) during transit to the ocean disposal site. The permittee shall transport dredged material to the ocean disposal site only when weather and sea state conditions will not interfere with safe transportation and will not create risk of spillage, leak, or other loss of dredged material during transit. No disposal vessel trips shall be initiated when the National Weather Service has issued a gale warning for local waters during the time period necessary to complete disposal operations.
- A copy of the Clean Water Act Section 401 Water Quality Standards Certification must remain at the project site for the duration of the work and be available for inspection upon request.
- All contracts involving the subject project shall include the conditions of material suitability and approval for disposal.