

Date: May 14, 2026

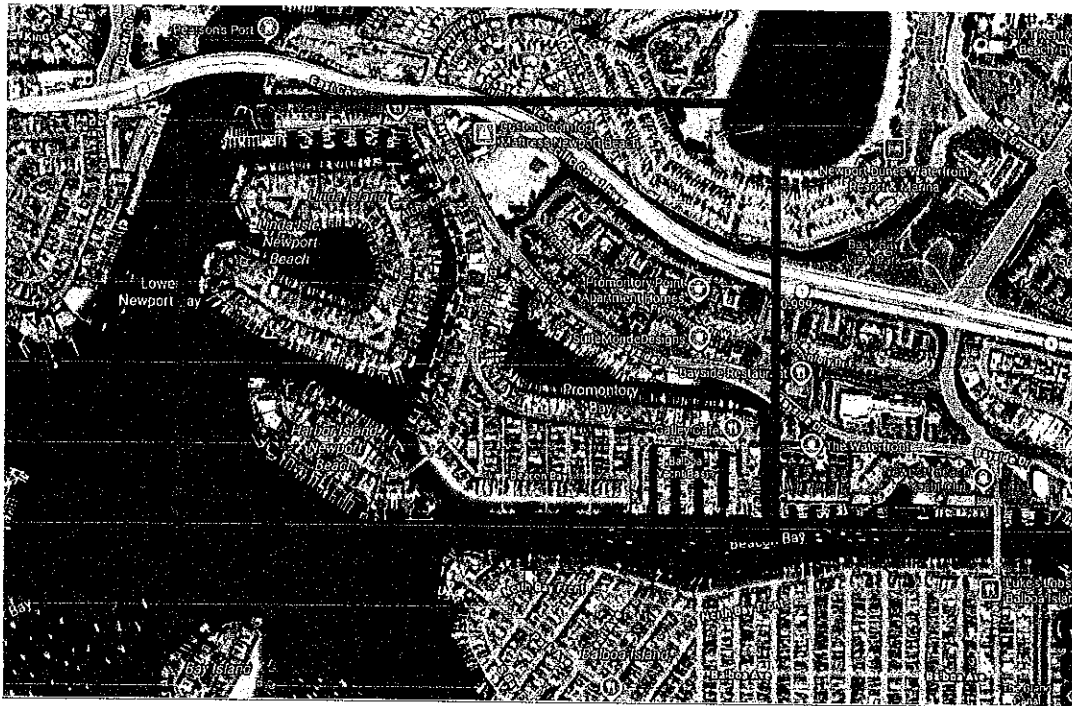
**Lieutenant Governor Eleni Kounalakis**  
California State Lands Commission  
100 Howe Avenue, Suite 100 South  
Sacramento, CA 95825

***Subject: Formal Objection to Discriminatory Tidelands Rate Structures and Private Residential Dock Fee Exemptions Within Newport Harbor***

To Lieutenant Governor Kounalakis:

### **I. Purpose of This Comment**

This correspondence serves as a formal public comment and objection regarding the inequitable, discriminatory, and legally inconsistent application of tideland occupancy fees within Newport Bay. Specifically, this letter challenges the administrative framework that **allows private residential dock owners along the perimeter of Promontory Bay, Linda Island, Harbor Island, as well as certain other areas within Newport Harbor, to occupy sovereign state waters without paying ANY standard per-square-foot Tidelands pier permit rental fees assessed against other residential dock users in the City of Newport Beach.**



## II. The Core Disparities and Rate Discrimination

Under the current administrative arrangement, an invisible jurisdictional line drawn from Chapter 526, Statutes of 1919, separates county-administered tidelands from city-administered tidelands. This historical boundary line has resulted in significant public policy and economic distortions:

1. **Rate Discrimination:** Identical physical uses of sovereign public waters (private recreational docks) are subjected to materially different fee structures based solely on an administrative jurisdictional distinction. This arrangement appears inconsistent with the statutory “no discrimination in rates, tolls, or charges” principles reflected in regional tideland grants, including Chapter 74, Statutes of 1978.
2. **Inequitable Burden Shifting:** While average recreational boaters, offshore mooring permittees, and many Newport Beach waterfront homeowners are subjected to tideland-related permit fees and increasing harbor-related costs, certain private residential dock owners occupying sovereign waters appear exempt from the standard residential dock permit fee structure applied elsewhere within Newport Harbor. Residential pier permit rates themselves also do not appear to have undergone substantial or regular revision during the past decade.

## III. Legal and Constitutional Vulnerabilities

The current exemption of portions of Newport Harbor from uniform residential dock fee structures presents several significant legal and constitutional concerns:

- **Unlawful Gift of Public Funds (Cal. Const. Art. XVI, § 6):** By permitting private residential properties to utilize valuable sovereign water space for little or no comparable municipal fee collection, administrative trustees may effectively be conferring a disproportionate private benefit through the reduced-cost use of public trust assets without obtaining equivalent public compensation.
- **Equal Protection Concerns (Cal. Const. Art. I, § 7):** Creating materially different fee treatment for similarly situated residential dock users based solely on localized jurisdictional boundaries raises concerns regarding arbitrary classifications among users of sovereign tidelands.
- **Public Trust Doctrine Concerns:** Tidelands are held in trust for the benefit of all Californians for purposes including navigation, commerce, fisheries, and public access. When private docks permanently occupy and restrict public waters without

a reasonably uniform and equitable compensation structure, the state's fiduciary obligations under the Public Trust Doctrine warrant closer review.

- **Potential Inconsistency with Legislative Intent (Chapter 715, Statutes of 1984):** While Chapter 715 authorized leasing arrangements for certain filled lands and limited residential landscaping uses, it does not appear intended to exempt substantial over-water residential dock structures from broader harbor fee obligations or uniform tideland management principles.

#### **IV. Action Requested**

To address these apparent disparities and ensure consistent administration of sovereign tidelands within Newport Harbor, the California Coastal Commission and the California State Lands Commission should jointly undertake the following actions:

1. **Initiate an Audit:** Conduct a joint administrative review of County of Orange and City of Newport Beach sovereign land leases, permits, and fee structures affecting Harbor Island and similarly situated residential dock areas within Newport Harbor to determine the extent of any discrepancies in per-square-foot occupancy fees and related harbor charges.
2. **Evaluate Rate Uniformity:** Review whether existing local coastal program provisions, sovereign land lease arrangements, and municipal permit structures provide equitable and nondiscriminatory treatment among similarly situated residential dock users throughout Newport Harbor.
3. **Direct Revenues Toward Public Benefit:** To the extent additional revenues are identified through future fee harmonization or revised lease structures, ensure such funds are directed toward enhancing public coastal access, harbor maintenance, environmental dredging, and other public trust purposes within Newport Bay.

Sovereign state lands belong to all citizens of California. The current jurisdictional structure should be reevaluated to ensure equitable administration of sovereign tidelands and consistent treatment of similarly situated waterfront users.

Respectfully submitted,

***A citizen of Newport Beach concerned with fairness***

**Archived:** Friday, May 29, 2026 10:57:49 AM

**From:** [Christopher](#)

**Sent:** Tuesday, May 5, 2026 8:32:05 AM

**To:** [Dumlao, Matthew@SLC](mailto:Dumlao.Matthew@SLC); [Plovnick, Jeffrey@SLC](mailto:Plovnick.Jeffrey@SLC); [Pemberton, Sheri@SLC](mailto:Pemberton.Sheri@SLC); [CSLC CommissionMeetings](#); [Sahar Durali](#); [Pemberton, Sheri@SLC](mailto:Pemberton.Sheri@SLC)

**Subject:** A Win-Win solution for ALL user groups in the Newport Harbor Mooring dilemma.

**Response requested:** Yes

**Sensitivity:** Normal

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**Attention:** This email originated from outside of SLC and should be treated with extra caution.

Dear Commissioners,

Here is a sensible solution for all groups involved. This is a WIN for the homeowners with docks, a WIN for mooring users, and a WIN

for the city. More importantly, it can finally settle the moorings vs private piers vs City of NB once and for all.

Please watch this 2 minute video.

Thank you.



Newport Moorings Benchmark Rate  
[youtube.com](https://www.youtube.com)

Christopher Bliss

California State Lands Commission  
100 Howe Avenue, Suite 100 South  
Sacramento, CA 95825

June 17, 2026

Sent via e-mail to: [cslc.commissionmeetings@slc.ca.gov](mailto:cslc.commissionmeetings@slc.ca.gov);  
[Sahar.Durali@doj.ca.gov](mailto:Sahar.Durali@doj.ca.gov);

Re: City of Newport Beach Tidelands Management

Dear California State Lands Commissioners and Alternates; State Controller Malia M. Cohen; Deputy State Controller, Environmental Policy Kristina Kunkel; Lieutenant Governor Eleni Kounalakis; Policy Director Karl Larson; State Finance Director Joe Stephenshaw; Chief Deputy Finance Director Michele Perrault,

What follows, as you know, is a not an all-inclusive set of observations on the evolution of State Lands 2025: ***“Report on the City of Newport Beach’s Public Trust Lands Management”***, and related City and State actions:

State Lands Staff Report 66, for the August 2025 Meeting of the Commission, included this text:

***“There are clear differences in rate revisions for moorings and residential piers. The trend for mooring permit rates has been to use regular appraisals to reflect market conditions; the trend for residential pier permits has been to reduce the overall rent amount through reductions of lease area and lowering of rates without conducting new or updated appraisals. These decisions appear to be political in nature and may violate both the granting statute and the California constitution.”***

Following that Report’s release, a Newport Beach Harbor Commissioner noted political aspects of Newport’s Tideland’s management as well:

**From:** [Scully, Steve](#)  
**To:** [CSLC.CommissionMeetings@slc.ca.gov](mailto:CSLC.CommissionMeetings@slc.ca.gov)  
**Subject:** Item 66 - Report on the City of Newport Beach’s Public Trust Lands Management  
**Date:** August 20, 2025 8:07:28 PM

***“Similarly, the discussion around residential pier permits has become politically sensitive and presents challenges for our City Council. I believe is important to acknowledge these concerns openly and respectfully.”***

***“The Harbor Commission understands our responsibility to manage Newport Harbor consistently with the Public Trust Doctrine, the California Constitution, and the City’s grant statutes. At the same time, we must navigate the practical and political realities of our community.”***

State Lands Staff Report 105, for the December 16, 2025 meeting of the Commission, included this text:

***“There are clear differences in rate revision methodologies for mooring permits and residential piers. The trend for mooring permit rates has been to use regular appraisals to reflect market conditions, which is generally appropriate; the trend for residential pier permits has been to reduce the overall rent amount through reductions of lease area and lowering of rates without conducting new or updated appraisals. decisions relating to residential piers appear to be political in nature and may violate both the granting statute and the California Constitution. Moving forward, the City should change this practice and follow consistent valuation methodologies, applied at the same time interval, for both mooring permits and residential piers.”***

Within the agenda materials for that December 16, 2025 Commission meeting, is a redline version of Staff Report 105. Infra, are examples of State Lands redlining text from pages 4 and 5 of that Report:

Staff Report 105 (continued)

actions appear to conflict with its legal obligations to the state, this report identifies the potential legal violations so that the City may review its management and provide responses and make corrections as needed. Taking into account public input, staff added a section discussing residential pier subleasing to the final report and made minor changes to several other sections. Staff has also prepared responses to public comments, attached as Exhibit D. The final report also includes responses to public comments.

**RESPONSE TO PUBLIC COMMENT:**

As mentioned above, ~~staff has prepared responses to public comments the final report includes responses to public comments~~. In reviewing these comments, it is apparent that commentor's concerns fall generally into several topics. Brief responses to each of these topics are as follows:

Language *that “decisions” “appear to be political in nature”* from predecessor Report 66, is included within Report 105, **also** on pages 4 and 5, and is **not** redlined. However, the **“Report on the City of Newport Beach’s Public Trust Lands Management”** associated with Report 105, and sent the City a short time there-after, does not contain the **“appears to political in nature”** language. Commissioners, what became of things which had previously appeared political in nature?

At the December 16, 2025 meeting, State Lands expressed desire for the City of Newport Beach to show sufficient progress addressing issues identified by State Lands in 3 to 6 months. One recommendation was that the City should immediately have Residential Pier rates appraised. State Lands Staff and the City though, failed to mention that the City had commissioned such an appraisal in early 2025, and has refused to release it to the public, defining it as a “draft” document, exempt from public records release. State Lands Staff appears to have used this publicly undisclosed appraisal, for rate calculations within their Staff Report(s). Why has Staff not opined that the City’s 2025 Residential Pier appraisal could be reasonably relied upon, and instead, indicated that another, costly appraisal should immediately be undertaken?

On February 10, 2026, after having received State Lands final Report, Newport’s Mayor and Council voted to form an Ad Hoc Committee of 2 members of themselves, to later advise all the members of themselves:

**RESOLUTION NO. 2026-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ESTABLISHING THE PUBLIC LANDS TRUST MANAGEMENT AD HOC COMMITTEE TO REVIEW AND DEVELOP RECOMMENDATIONS REGARDING THE CALIFORNIA STATE LANDS COMMISSION REPORT REGARDING THE CITY’S MANAGEMENT OF THE TIDELANDS**

**NOW, THEREFORE,** the City Council of the City of Newport Beach hereby resolves as follows:

**Section 1:** The Public Trust Lands Management Ad Hoc Committee is hereby established consisting of two Council Members, who shall be appointed by the Mayor and confirmed by the City Council. The Mayor hereby appoints Mayor Pro Tem Noah Blom and Council Member Joe Stapleton to the Committee, who are hereby confirmed by the adoption of this resolution.

**Section 2:** The sole purpose and responsibility of the Committee is to review and develop recommendations to the full City Council regarding a legally compliant, transparent, and strategic path forward to ensure that the City's actions are consistent with applicable state law and the public trust principals. The Committee's scope shall include, but not be limited to, making recommendations to the entire City Council on the best path forward to evaluate: (1) the Report and the City's current management of public trust lands; (2) the rates and fees charged for the use of public trust lands to ensure compliance with legal and fiscal requirements; (3) the transferability of moorings; (4) the overall fairness, equity, and public benefit associated with access to public trust resources; and (5) the most effective methods for meaningful public and stakeholder engagement to ensure community input is incorporated into the City's decision-making process.

Four Council seats in Newport are up for grabs this November, which may explain why after forming the Ad Hoc Committee, the City seems to have rethought, changed course, and shifted process back to the Harbor Commission. A Commission not elected by, nor accountable to the public, and who created and oversaw **years** of the City's problematic management of public trust lands, as well as being the originator of many of the issues before us now.

State Lands should seriously consider that the ever-changing City whims on who will deal with the issues locally, and on what time frame, do not constitute sufficient progress. They constitute stalling beyond election cycles, and the perpetuation of clear instances of discrimination in rates, rights, and coastal access, for an even longer period of time.

After issuance of State Lands final version of the Report in December 2025, and formation of the City's Ad Hoc in February 2026, Public Stakeholder meetings were requested of the City in March. They did not occur. Public Stakeholder meetings were requested of the City in April. They did not occur. The first such public meeting took place on March 27, 2026, and included no

Mayor or Councilmembers, who are to be the final decisionmakers locally, although now removed from the policymaking process.

The City indicated that there were not accommodations for Stakeholders to have slides displayed at this May 27, 2026 meeting, yet the City and State Lands had accommodations to display their materials. The City was told in writing, that the May 27 meeting was not publicly noticed on the City's website, in the three locations that public meetings are typically noticed. The City subsequently noticed the meeting in two of these locations, but not where the City Clerk has identified as the master location, where all City public meetings should be found.

Informational materials about the State Lands Commission's Category 1 Southern California Benchmark Rate for docks, piers, and buoys, was submitted to the City for public Comment for their May 26, 2026 City Council meeting; their May 27<sup>th</sup> "Navigating Newport Harbor's Future Community Meeting"; and their June 9, 2026 City Council Meeting, but cannot be found online within the City agenda materials (As of 06/17/2026). Other public comment can be found for these Council meetings though. In addition to submitted public comment typically being available online through the City's website, previously the City Clerk would print out copies, so that those attending meetings could grab one as they entered the meeting. This procedure no longer occurs. Benchmark information submitted for these 3 public, City meetings, being handled in these ways, is indicative of ongoing issues with the City's management of Tidelands.

In the more than 6 months that have now passed since this Commission asked to see progress in 3 to 6 months, the City has, conveniently for those seeking re-election this year, shifted the formulation of plans/schemes, back to a body unaccountable to voters, and to perhaps mid, or late 2027. This, in spite of formation in February of Mayor and Council's Ad Hoc intended to do it. The City has also continued to distribute, and state false information, attributing some of this false information as edicts from State Lands.

I strongly encourage State Lands Commissioners and Staff, without litigation being required, to recognize that processes in Newport have, and continue to go beyond **appearing** to be political in nature, and that in removing that language from your final Report, you were again manipulated by the City.

State Lands should not further make itself party to City plans to continue at least well into 2027, the **appalling, incredible rate discrepancy, and real definite inequity going on here**, that your Executive Officer spoke of before the Coastal Commission on October 9, 2024.

I also encourage that you recognize **your** stated requirement in Staff Report 66, page 2:

***“If the Commission determines that any “transaction or condition” is “in probable conflict with this act [the grant statute] or with any other provision of law,” it must report to the Legislature, which may direct the Attorney General to bring litigation to revoke the grant or compel compliance.”***

And in Staff Report 105, page 2:

***“If the Commission determines that any “transaction or condition” is “in probable conflict with this act [the grant statute] or with any other provision of law,” it must report to the Legislature, which may direct the Attorney General to bring litigation to revoke the grant or compel compliance.”***

And in “State Lands “Report on the City of Newport Beach’s Public Trust Lands Management”, page 6, transmitted to the City on January 6, 2026:

***“If the Commission determines that any “transaction or condition” is “in probable conflict with this act [the grant statute] or with any other provision of law,” it must report to the Legislature, which may direct the Attorney General to bring litigation to revoke the grant or compel compliance.”***

Must report to the Legislature is stated multiple times by State Lands as a mandate, not a choice, but at the May 27 Community Meeting in Newport Beach, State Lands said:

***“Our Report did use some qualified language. Because, Commission has not. Has basically made a decision to not, find a formal***

**violation**... *If the City was in a formal violation it would institute, or require that there be a formal hearing, and that could lead to potential legal or legislative action, which would basically preclude our ability to work laterally with the City...*”

The City Stated:

**“They used qualifying language, because if they used you are in violation, that triggers an issue with the State, and a more formal review, so they’re using qualifying language, it allows us as the City, us as a harbor community, to review our management. “**

State Lands said:

**“The verbiage is intentional, because we did not wanna say that we were .”**

These remarks imply that there’s an intention to usurp/avoid Legislative action, in favor of allowing the City opportunity to try and wriggle out of accountability. This approach would have those who the City has harmed most through its management, cause them further harm, both financially, and through loss of coastal access, as the City seeks to transition access to be more and more exclusively available to those of greater means.

Some of the changes that State Lands is recommending in the **“Report on the City of Newport Beach’s Public Trust Lands Management”**, look like actions that necessitate Legislative action. For State Lands to continue to work closely with the City, given its documented past improper actions; given the resultant loss of millions of dollars to the people of California; given the involvement of policy and decision-makers with financial and other interests; given State Lands indication that it MUST report to the Legislature, could be perceived as State Lands trying to escape that “must report” condition. This should be of serious, serious concern.

And why might some seek to avoid Legislative or Attorney General involvement? In October 2024, at a State Lands meeting in Imperial Beach, it was revealed to the Commission that the City of Newport Beach had knowingly and willfully gone against State Lands policy and direction.

This led to a decade plus of gifting to some who were, and have been Decision and Policymakers, the fee free use of public Tidelands:



== CITY OF ==  
**NEWPORT BEACH**  
City Council Staff Report

February 10, 2015  
Agenda Item No. 16

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** David A. Webb, Public Works Director- (949) 644-3330,  
dawebb@newportbeachca.gov

**PREPARED BY:** Chris Miller, Harbor Resources Manager

**PHONE:** (949) 644-3043

**TITLE:** Residential Piers: Adjusting the Rental Calculation and Approving a Revised Model Permit Template

Following the Study Session, staff discussed the City Council's proposed changes to the residential pier program with SLC staff. SLC staff was generally not opposed to the revisions to the residential pier permit and the use of the Rasmuson appraisal of \$0.50 sf. However, SLC staff stated that is the SLC's practice to include the interior U-shape of a slip within the pier footprint, as doing so reflects what they see as a private use of public property (i.e. few if any visitors will consider the interior of the U - if vacant - to be usable public space).

Ultimately, the decision to include or exclude the interior U-shape of a slip is left to the discretion of the City Council. As to whether the SLC will deem our actions (especially relating to the water in the U) as contrary to our responsibilities under the Tidelands Trust, that is unknown.

Pending the City Council's adoption of the attached resolution, staff is prepared to mail out the revised residential pier permits with a new ten year term by March 1, 2015.

About a month following this revelation at the October 2024 meeting of the State Lands Commission, a lead analyst overseeing Newport, and appearing to have been in place for the entirety of this gifting, departed State Lands employment for another State position. About 2 months later, the Executive Officer did the same, and the Assistant Executive Officer retired. Each too, appearing to have been in place over the entirety of the period of Newport's

gifting. The City Manager of Newport Beach left her contract a year early in 2025, and is being compensated at about a half million dollars in pay and benefits, to not come to work in 2026.

State Lands has used the term “unexpected staff departures” to describe the sudden career path changes there. Considering that for 10 years, the City of Newport Beach annually provided detailed Tidelands Financial Reports to State Lands, showing one comparably sized group of Permit lease holders with lower tier access, contributing substantially more to the Tidelands Fund, while another group with much better access, contributed substantially less (\$1.1 million in revenue from off-shore, on-shore, guest, and transfer moorings, and \$256,159 from residential piers in FY ending June 30, 2018; \$1.9 million in revenue from off-shore, on-shore, guest, and transfer moorings, and \$282,562 from residential piers in FY ending June 30, 2024; and \$1.9 million in revenue from off-shore, on-shore, guest, and transfer moorings and short-term mooring licenses, and \$287,707 from residential piers in FY ending June 30, 2025).

It must be contemplated who else at State Lands stood by as this occurred for so long? And consideration given to if those individuals now, may be acting in a manner seeking to protect themselves from adverse consequence resulting from the lack of oversight of the City’s problematic style of Tidelands management, and the resultant loss of revenue?

Multiple State Lands Reports say:

***“The City’s grant contains specific provisions regarding Commission oversight. to the Legislature such amendments as it may determine to be necessary in the terms and conditions of this act” and also, “from time to time, institute a formal inquiry to determine that the terms and conditions of this act, and amendments thereto, have been complied with in good ”***

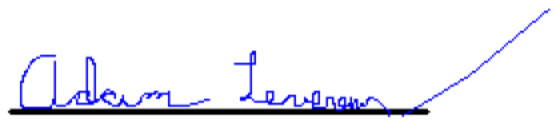
Where has this “time to time” “formal inquiry” been? Who at the Commission should have been initiating it? And is an apparent lack of formal inquiry for at least 10 years errant, or intentional?

I posit to each of you, that decisions and actions at the City level have, and continue to go well beyond appearances of being political in nature. I posit to

you, the real possibility that career and financial considerations of some at State Lands, could explain a continuing desire to compel others to work closely with the City; to not publicly address the millions of dollars lost; to not address the ongoing appalling, incredible discrepancy between rates, and the real definite inequity going on here; to not have the Legislature or Attorney General have a look. Each of these things too, are reflective of political in nature.

California's most highly placed stewards of finance should not be dismissive of what the record indicates has, and continues to occur under Newport's stewardship as a Trustee of State Lands. Nor should the California Attorney General's Office, whose representatives have been hearing about the City of Newport Beach's discriminatory and self-serving mismanagement of a valuable State resource for over 2 years now, at both State Lands and Coastal Commissions. Inaction, complicity, acceptance, do not become the positions State level actors now hold, or seek to hold.

Regards,



Adam Leverenz

On behalf of Newport Harbor Stakeholders



January 20, 2026

Mayor Daniel Lurie

Paul Yep, Chief for Public Safety

Han Zou, Communication Director

Dean Crispen, Chief of Fire Department

Garreth Miller, Assistant Deputy Chief, ESER Project Manager

Carla Short, Director of Department of Public Works

Scott Anderson, Deputy Director for Project Delivery

Stephen Robinson, Assistant General Manager for Infrastructure

Carmen Chu, City Administrator

Brian Strong, Director for Office of Resilience and Capital Planning

### Resolution to Expand AWSS to All SF Neighborhoods

WHEREAS, The standalone, high pressure, high volume Auxiliary Water Supply System (AWSS) has a proven track record in San Francisco for over one hundred years.

WHEREAS, AWSS was the gold standard in 2010 when then-Mayor Newsom transferred AWSS from the SF Fire Department to the SF Public Utilities Commission.

WHEREAS, AWSS has stood the test of time and is still the gold standard in 2026.

WHEREAS, All neighborhoods should have the same standalone, high pressure, high volume AWSS coverage as a matter of geographic equity.

WHEREAS, If many neighborhoods are destroyed by another earthquake and ensuing fires, the City's tax base would also be destroyed.

WHEREAS, If the City's tax base was destroyed, this would preclude the payment of City pensions until the City was rebuilt which could take many years.

WHEREAS, If many neighborhoods of the City were destroyed by post-earthquake fires, there would be no need for the current number of City employees with many City jobs being eliminated for many years.

THEREFORE, Be it resolved, in order to avoid these multiple disasters, CSFN is insisting that all SF neighborhoods be protected by the standalone, high pressure, high volume Auxiliary Water Supply System (AWSS) as it is the only system with a proven track record.

Deborah Murphy  
President CSFN  
[bridgelady@earthlink.net](mailto:bridgelady@earthlink.net)  
[president@csfn.net](mailto:president@csfn.net)



**Archived:** Monday, June 22, 2026 8:59:10 AM

**From:** [Jim Mosher](#)

**Sent:** Friday, June 19, 2026 3:15:40 PM

**To:** [CSLC CommissionMeetings](#)

**Subject:** Item 50 (6/23/2006 agenda) - CITY OF NEWPORT BEACH (GRANTEE) - Public Comment re Fair Market Value

**Sensitivity:** Normal

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**Attention:** This email originated from outside of SLC and should be treated with extra caution.

Dear State Lands Commissioners,

The public in Newport Beach is aware the State Lands Commission has expressed concerns about the City's management of the harbor area, particularly with respect to whether the grantee (the City) is collecting fair market rent for private use of the granted lands.

The public is also aware that since at least 1948 (see [page 13](#) of contract C-519(B) in the City's archive) the City has been leasing public trust land to the "Balboa Bay Club" for the site that is the subject of the current agenda item, and currently improved with private residential apartments, a club/resort hotel and a marina facility.

Until seeing the present agenda item, the public, or at least I, was not aware yet another revision to the lease was being considered.

**My concern is that moving dates within the many past and present lease amendments and extensions have caused promised re-evaluations of the fair market rent to deferred to where it is impossible to tell how the proposed rent compares to fair market rent.**

As far as I am able to ascertain from the City records, the last lease agreement that contained recitals assuring it was based on recent fair market appraisal is the 25-year lease dated May 13, 1986 ("[C-519\(E\)](#)"). However, before it expired, it was replaced by a 50-year lease with an October 5, 2000, "commencement date" ("[C-519\(L\)](#)") in a form very similar to the presently proposed one. I am unable to locate the City Council meeting at which this was approved, or anything in the public record indicating how the rent was determined. [Its Section 5.5](#) does promise that on the 26th anniversary, which would have been this year (2026), a "fair market adjustment" would be made to the base rent, based on an appraisal. However, before it expired, as [Item 7](#) on the October 22, 2013, Council consent calendar, this was replaced with a new 50-year lease, "C-519(S)," pushing the commencement date to October 29, 2013, and with a revised [Section 5.5](#) pushing the "fair market adjustment" date to the 19th anniversary from that new commencement date, meaning the appraisal promised for 2026, would not occur until 2032, 6 years later than originally expected. It may be noted the 2013 [Item 7](#) staff report has attached to it, on pages 74 and 90 of the 96-page document, two economic "analyses," but these do not appear to be fair market appraisals. Instead, they are consultant's assessments of the value of the 13-year extension in the end date. They contain no assessment that I can see of the rents generated by generated Newport Beach harborfront properties.

The proposed new 50-year lease before the Commission for consideration as Item 50, which appears to rescind any promises made in the existing lease, will presumably move the "commencement date" to a new date in 2026, and since it appears to contain the same Section 5.5 promising an appraisal in 19 years, that appraisal will now be deferred until 2045.

In other words, I can find no suggestion in the public record that the fair market appraisal conducted 40 years ago, in 1986, has ever been updated. And despite that, the City is asking to push the re-appraisal of fair market value,

once promised for 2026, to a new a date of 2045.

**This pattern of repeated pattern of extensions to the lease every 10 or 15 years, each pushing the fair market adjustment date farther and farther into the future suggests the fair market appraisal and adjustment may never come.**

In summary, I do not know why the present extension is being considered, and since no redline has been provided, I have not have time to determine what other changes the City may be seeking, but I would think the requested deferment of the previously promised re-evaluation of fair market rent should be a concern to the Commission.

Yours sincerely,

Jim Mosher  
Newport Beach resident

**Archived:** Thursday, June 18, 2026 11:22:49 AM

**From:** [aeboken](#)

**Sent:** Thursday, June 18, 2026 9:45:48 AM

**To:** [CSLC CommissionMeetings](#)

**Subject:** Written Submission for State Lands Commission Meeting June 23, 2026 Agenda Item #2 - Public Comment on Non-Agenda Items - **\*\*What if San Francisco Becomes the Next Pacific Palisades?\***

**Sensitivity:** Normal

**Attachments:**

[losangeles\(1\).jpg](#); [AWSS Expansion Resolution\(1\)\(1\).pdf](#);

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**Attention:** This email originated from outside of SLC and should be treated with extra caution.

TO: State Lands Commission

FR: Eileen Boken,  
State and Federal Legislative Liaison

Coalition for San Francisco Neighborhoods\*

\*For identification purposes only.

RE: Written Submission for State Lands Commission Meeting June 23, 2026 Agenda Item #2 - Public Comment on Non-Agenda Items - **\*\*What if San Francisco Becomes the Next Pacific Palisades?\***

This written submission to the State Lands Commission is a follow up to my written submission to the Ocean Protection Council for its June 16, 2026 meeting.

On the Ocean Protection Council webpage dated May 5, 2025 which is titled From Ashes to Action: Wildfire Impacts on California's Coast and Ocean Health, the article states:

"Many of California's [ecosystems are wildfire adapted](#). However, the size and scale of Southern California [Pacific Palisades] wildfires are unprecedented. The urban location lends to more toxic runoff with a greater potential to harm coastal and marine ecosystems that could pose significant threats to California's health, economy, and identity."

This begs the question.

What if San Francisco becomes the next Pacific Palisades?

In 2010, then-San Francisco Mayor Gavin Newsom transferred the City's independent, high pressure, high volume Auxiliary Water Supply System (AWSS), which is specifically designed to fight catastrophic fires, from the San

Francisco Fire Department to the San Francisco Public Utilities Commission.

The intent of the Memorandum of Understanding was not only to transfer AWSS jurisdiction and assets, but also to expand AWSS to the unprotected areas of the City.

Since then, the SF Public Utilities Commission has abandoned AWSS expansion and is pursuing an unproven strategy which could result in San Francisco's Westside becoming the next Pacific Palisades.

Beachfront homes in Pacific Palisades burned to the ground because the Los Angeles Fire Department didn't have the infrastructure to fight catastrophic fires using ocean water.

Expanding AWSS to San Francisco's Westside would, in fact, use ocean water to fight catastrophic fires.

If San Francisco were to become the next Pacific Palisades, this could have a significant and negative impact on the legacy of both Governor Newsom and his entire administration.

Therefore, I'm urging both Governor Newsom and the State Lands Commission to re-affirm Governor Newsom's 2010 commitment to equal fire protection for all in San Francisco by expanding AWSS to the City's unprotected neighborhoods.

Attached is the Coalition for San Francisco Neighborhoods resolution regarding equal fire protection for all, as well as, an image of Pacific Palisades after the 2025 fire.

I'm also urging the State Lands Commission to support the findings and recommendations from the San Francisco Civil Grand Jury report from 2018-2019 titled Act Now Before It Is Too Late: Aggressively Expand and Enhance Our High-Pressure Emergency Firefighting Water System.

One of the recommendations was to install dedicated emergency firefighting water pumps at both Hunters Point and at Ocean Beach in order to maintain the high pressure which is part of the system's design.

###





## MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

10 Commodore Drive  
Emeryville, CA 94608

phone: (415) 441-6600  
fax: (415) 441-1025

website: [www.sfmex.org](http://www.sfmex.org)  
email: [info@sfmx.org](mailto:info@sfmx.org)

June 17, 2026

Executive Director Larry Goldzband  
San Francisco Bay Conservation and Development Commission (BCDC)  
375 Beale Street, Suite 510  
San Francisco, CA 94105

Re: Gashouse Cove Fuel Dock and San Francisco Bay Maritime Resiliency

Dear Executive Director Goldzband:

The Harbor Safety Committee of the San Francisco Bay Region (Committee) submits this letter to express serious concerns regarding the proposed closure of the Gashouse Cove gasoline and diesel fuel dock as part of the San Francisco Marina Improvement and Remediation Project.

The Committee supports environmental remediation within East Harbor. Environmental remediation and preservation of critical maritime infrastructure can occur at the same time. The proposed removal of the Gashouse Cove fuel dock raises concerns about emergency preparedness, navigation safety, maritime resiliency, and public access to San Francisco Bay. Materials reviewed by the Committee and discussions with emergency responders, marina operators, San Francisco Bar Pilots, and maritime stakeholders support those concerns.

The San Francisco Police Department (SFPD) Marine Unit confirmed the SFPD, San Francisco Fire Department (SFFD), and United States Coast Guard (USCG) use the Gashouse Cove fuel dock for emergency response operations, vessel boardings, medical evacuations, and other public safety missions San Francisco Bay. The Bay Area continues to lose publicly accessible marine fuel facilities, particularly gasoline fueling infrastructure.

The San Francisco Bar Pilots rely on marine fuel access near the Golden Gate Bridge to fulfill their statutory and regulatory responsibilities and maintain operational readiness. Significant sedimentation and the lack of dredging over several decades can make the Clipper Yacht Harbor fuel dock in Sausalito effectively unnavigable during low tides, and the East Bay fuel facilities are too far away to support emergency response and operational needs in the Central Bay and Golden Gate Bridge area.

Project teams have conducted remediation projects in San Francisco Bay while adjacent maritime operations remained active. During recent remediation work near SF Pier 41½ ferry operators continued service within approximately ten meters of active remediation areas. The project demonstrated that environmental remediation and maritime operations can safely coexist when operators implement appropriate environmental and operational controls.

Project teams commonly use perimeter float containment systems, turbidity barriers, and phased construction methods to maintain maritime operations during remediation projects. During discussions with San Francisco Recreation and Park Department (SFRPD) staff, Committee members heard two primary concerns about continuing fuel dock operations during remediation: crowding within the work area and increased project costs. SFRPD also included approximately \$25 million in its estimate for dredging a 145-foot-wide access channel to the fuel dock and the engineered cap, even though the fuel dock currently operates without dredging and has remained functional for 38 years.

SFRPD did not establish to the Committee's satisfaction that continued operation of the fuel dock during remediation would be infeasible, even though remediation activities would occur approximately 167 meters from the fuel dock. Information reviewed by the Committee, including discussions with RWQCB staff, indicates SFRPD could keep the existing fuel dock operational during remediation while still meeting environmental protection requirements.

The Committee requests BCDC exercise its oversight authority over waterfront redevelopment, marina modifications, changes to water-dependent uses, and Bay Plan policies by rejecting the San Francisco Marina plans in their current form. The current proposal does not preserve essential maritime infrastructure and public trust maritime uses, including marine fuel access, continued operation of the only public boat lift in San Francisco, continued operation of the only touch-and-go dock in northern San Francisco, blue-collar boating access, and dedicated areas supporting maritime safety training and youth maritime education.



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Emeryville, CA 94608

phone: (415) 441-6600  
fax: (415) 441-1025

website: [www.sfmix.org](http://www.sfmix.org)  
email: [info@sfmx.org](mailto:info@sfmx.org)

*San Francisco Bay Conservation and Development Commission*

*Re: Gashouse Cove Fuel Dock and San Francisco Bay Maritime Resiliency*

*Page 2*

The Committee also requests BCDC carefully evaluate the maritime safety and resiliency impacts associated with permanently removing the Gashouse Cove fuel dock. The evaluation should determine whether continued operation during portions of the remediation process, or preservation of equivalent centrally located fuel access, would better support the Bay's public trust and maritime uses.

The Committee requests a written response before the next regularly scheduled Committee meeting on July 9, 2026, so Committee members can include BCDC's response and perspective in their continuing review and discussion of this matter.

Please direct any questions regarding this correspondence to the Committee at [hsc@sfmx.org](mailto:hsc@sfmx.org).

Respectfully,

Frederick Scott Humphrey  
Chairman, Harbor Safety Committee of the San Francisco Bay Region

CC: Daniel Lurie, Mayor, City and County of San Francisco  
Sarah Madland, Director, San Francisco Recreation and Park Department  
Kathleen Anderson, President, San Francisco Recreation and Park Commission  
Gail Gilman, President, San Francisco Port Commission  
Eileen White, Executive Officer, San Francisco Bay Regional Water Quality Control Board  
Captain Jarod Toczko, Captain of the Port, USCG Sector San Francisco  
San Francisco Police Department (SFPD) Marine Unit  
San Francisco Fire Department (SFFD)  
San Francisco Bar Pilots  
Certified Unified Program Agencies (CUPAs)  
California Governor's Office of Emergency Services (Cal OES)  
CalFire Office of the State Fire Marshal  
Harbor Safety Committee Members

Memorandum — May 14, 2026 Harbor Safety Committee, San Francisco Bay Region  
Report & Recommendation: Gashouse Cove Marine Fuel Access and San Francisco Bay  
Emergency Resiliency

Summary

As part of the Refurbishment of the San Francisco Marina's East Basin, the San Francisco Recreation & Parks Department (SFRPD) is planning to close the gas and diesel fuel dock at Gashouse Cove. It is recommended to take a position to oppose the closures of Gashouse Cove gas and diesel fuel dock. Loss of marine fuel access reduces emergency response capability, evacuation capacity, public safety access, and Bay resiliency.

Background

The docks in the East Basin are past their useful service life, and numerous berths have been removed from service. There are contaminants in the sediment due to leaching from a gasification plant that was located on the shore. Pacific Gas & Electric Company (PGE) is the successor to the original owner. The City and County of San Francisco has sued PGE resulting in an agreement for remediation, replacement of recreational facilities, and funding. SFRPD is planning on the removal of the gas and diesel marine fuel dock.

Role of Harbor Safety Committee (HSC)

The HSC is responsible for the planning of safe navigation and operation of tank ships, tank barges, and other vessels within the harbor, and making recommendations to Administrator of the Office of Spill Prevention and Response. During Public Comment at a regularly scheduled meeting of the HSC, the closure of the gas and diesel marine fuel dock was presented to the HSC with a request that the HSC support the continued operation of the gas and diesel marine fuel dock.

Meetings & Conversations

Chair Humphrey organized a meeting that included Ms. Monica Scott, Capital Project Manager for SFRPD; Mr. Scott Grindy, Harbor Master for SFRPD and former member of the HSC; Mr. Dominic Moreno, Acting Maritime Director for the Port of San Francisco; Jim Haussener, HSC Member; and Captain Maggie Hallahan, HSC Alternate.

During the research phase others were contacted including staff from the San Francisco Police Department's Marine Unit, Governor's Office of Emergency Services, Cal OES, City of Long Beach Fire Department' Marine Safety Bureau, California Regional Water Quality Control Board, San Francisco Bay Region (Regional Board), and the current operator of the Gashouse Cove gas and diesel marine fuel dock.

Life Safety

The SFPD Marine Unit has confirmed that the Gashouse Cove gas and diesel fuel dock is actively used by SFPD, SFFD, and the U.S. Coast Guard for emergency response, rescue operations, medical evacuation, vessel boardings, and public safety operations throughout San Francisco Bay. Maintaining a centrally located fuel dock supporting both gasoline and diesel vessels is critical to public safety and emergency readiness. We have

been told that removing the facility would increase emergency response times and negatively impact local, state, and federal marine emergency operations during critical incidents.

Cal OES indicate that maritime fuel available is a local matter connected to the San Francisco Bay area communities and their emergency response agencies. Cal OES continued to inform this working group that during catastrophic incidents — Emergency response decisions on the water depend upon reliable local marine gasoline and diesel availability and access. Cal OES also noted that during the 1989 Loma Prieta earthquake, private vessels assisted the SFFD in responding to San Franciscans from the waterfront. Following inspection, the Gashouse Cove fuel dock resumed operations immediately and supported on-water emergency coordination and Incident Command activities, including operations coordinated through the U.S. Coast Guard Auxiliary.

#### Dredging

The operator of the gas and diesel marine fuel dock reports an alongside depth of water of - 8.5' MLLW, which is sufficient for their customers and that the dock has not been dredged in the past thirty-five years. Staff at the Regional Board have advised that if there is no dredging to take place at the gas and diesel marina fuel dock, there is no need for remediation at that location.

#### Fiscal

During our meeting with San Francisco staff, we were advised that the cost to keep the gas and diesel marine fuel dock where it would be approximately \$25 million. And to move the fuel dock to another location within the basin to would cost \$4.5 million. In our review of their engineer's preliminary estimate, these costs were only for dredging, the resultant placement of an engineered cap, and time added to the overall project construction. There was no discussion of the cost of removing the floating facilities, removal of the existing underground petroleum storage tanks, or the cost to install new tanks at a different location along with floating dock upgrades and appurtenant equipment. At this time, based on the information received from San Francisco staff, Regional Board staff and the current operator we are unaware of any costs for the existing facility to remain where it is and in its full current use.

#### Recommendation

That the Harbor Safety Committee adopt a formal position supporting preservation and continued operation of the Gashouse Cove gas and diesel fuel dock as critical maritime emergency infrastructure for San Francisco Bay. We have found the continued operation of the existing facility provides the most reasonable, cost-effective, operationally efficient, and publicly beneficial outcome while maintaining critical marine gas and diesel fuel access and emergency response capability for San Francisco Bay during a potential State of Emergency. Further, the Chair of the HSC is authorized to disseminate this position.



## HSC Working Group

# HSC Ad Hock Working Group - Gas House Cove

- Friday, March 20, 2026**
- 10:00 AM - 11:00 AM (PDT)
- SFMX  
[10 Commodore Drive](#)  
[Emeryville, CA 94608](#)  
[United States](#)

### Event Details

Ad Hock Working Group - Gas House Cove Fuel Dock

Agenda:

Meeting recording Link:

Extra Documents

#### Share Event:



EMAIL



FACEBOOK



LINKEDIN

### For More Information:

**Stephen Brown**

[stephen@sfmtx.org](mailto:stephen@sfmtx.org)

#### **Ad hoc meeting to discuss the status of the Gashouse Cove Fuel Dock**

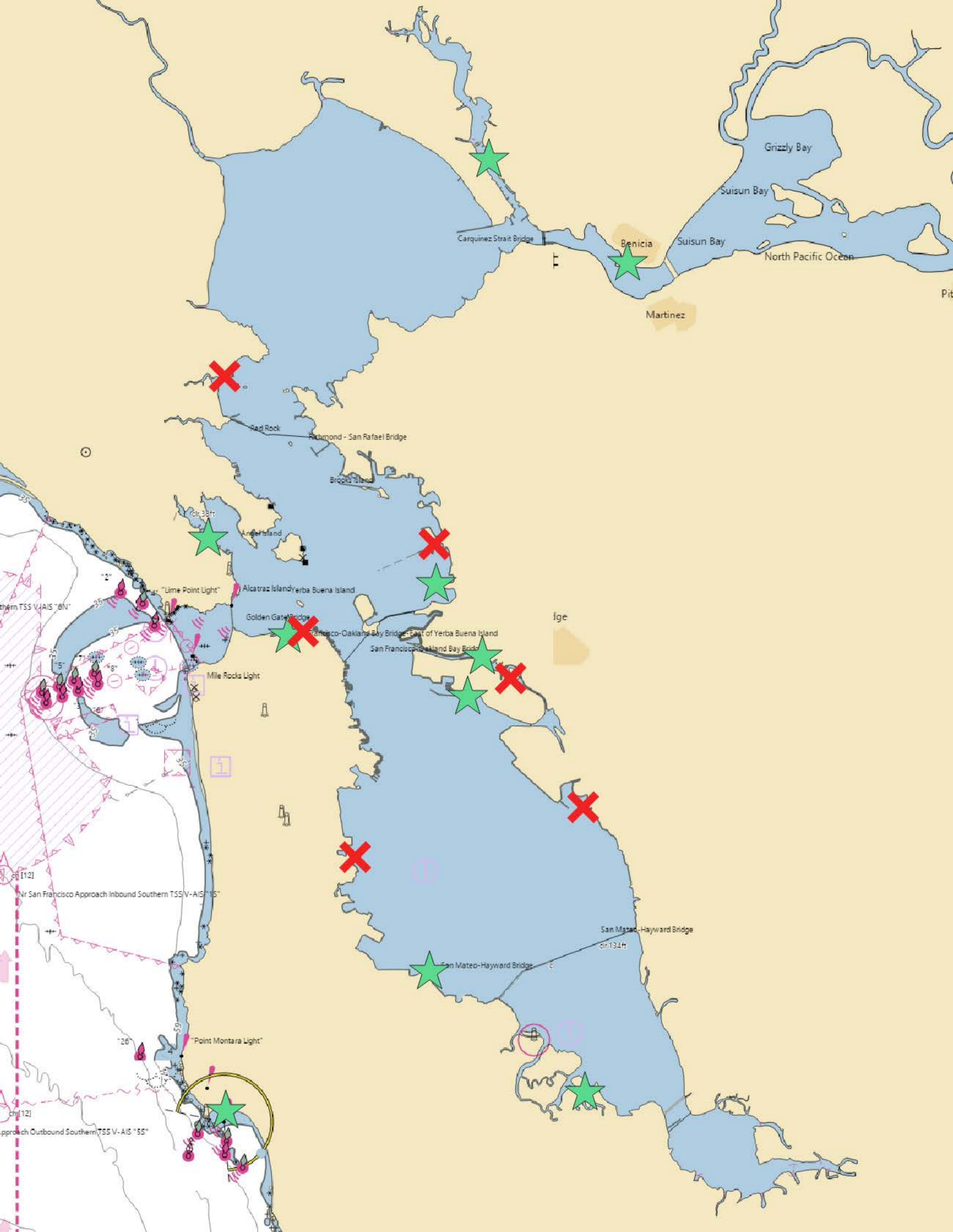
**Topic:** Several members of the public brought to the Harbor Safety Committee concerns over closing the Gashouse Cove Fuel Dock. A repeated theme is the concern for emergency responders not having a fuel dock on the west side of the San Francisco Bay. This short, meeting is to follow up on a HSC old business topic in preparation for the April HSC meeting.

#### **Proposed attendees:**

- Scott Humphrey, HSC Chair, Facilitator
- James Haussener, HSC Pleasure Boat Operators representative
- Monica Scott, City of San Francisco
- Marcus Freeling, HSC Secretariat
- Maggie Hallahan, Industry Expert

#### **Agenda:** (times are approximate):

1. (2 minutes) Meeting opening and introductions.
2. (10 minutes) Update from Monica Scott on the Gashouse Cove Fuel Dock.
3. (15 minutes) Scott H. facilitates short, open discussion.
4. (3 minutes) Scott H. closes the meeting.



3-31-2026

Hello Captain Maggie Hallahan,

Both the fuel dock at Gas House Cove and the small dock next to Gas House Cove has been used numerous times by members of the SFPD, SFFD and USCG. During boardings of vessels it sometimes becomes unsafe to board a vessel on the bay so we re-route the vessel to Gas House Cove to conduct the boarding on a dock. We have taken kitesurfers, windsurfers, sea sick passengers from charter boats and several other injured/sick or deceased individuals that we encounter on the job to that dock.

Maintaining a centrally located fueling station that supports both diesel and gasoline vessels is critical to the safety, efficiency, and economic stability of the waterfront. From an operational standpoint, marine units—including local law enforcement, fireboats, and our federal partners such as the United States Coast Guard—depend on immediate and reliable access to fuel. Relocating this resource to a less central area would increase response times and could negatively impact emergency readiness during critical incidents. In addition to public safety, the fuel dock plays an essential role in supporting the working waterfront. Commercial fishing vessels, recreational boating and charter boats rely on centrally located fueling to minimize downtime and maintain efficient operations. Moving this service farther away would require additional transit time strictly for fueling, increasing congestion and operational costs across the harbor.

From a maritime safety perspective, keeping fueling operations centralized helps reduce unnecessary vessel movement across busy navigation channels. The San Francisco Bay is already a high-traffic and complex waterway, and reducing fueling locations could increase the risk of congestion at fuel docks.

There are also important economic considerations. The Port of San Francisco depends on accessible infrastructure to sustain its commercial users. Removing or relocating the fuel dock could push operators to alternative ports (Pillar Point Harbor) ultimately impacting local revenue and maritime activity.

Finally, from an environmental and practical standpoint, upgrading and modernizing the existing facility presents a more efficient and lower-impact solution than constructing a new site. Enhancements to the current dock can incorporate modern safety and environmental protections without the added disruption of new construction.

For these reasons, I strongly recommend retaining and improving the existing centrally located fuel dock rather than pursuing removal and relocation. Its continued operation is vital to maintaining a safe, efficient, and economically viable waterfront.

As far as the question of the turning basin being too windy to operate a vessel safely. I do not agree. I believe the ability to operate a boat is limited by the operator and vessel. Based on my 18 years in the San Francisco Police Department and 2 years at Station Golden Gate, I do not recall any vessel accidents

**Sergeant Michael Bushnell #2290**  
San Francisco Police Department

Marine Unit/Homeland Security Unit  
[michael.a.bushnell@sfgov.org](mailto:michael.a.bushnell@sfgov.org)  
Office: (415) 409-1020

Hello Sergeant Bushnell,

I am writing in follow-up to the Ad Hoc discussion regarding the Gashouse Cove Fuel Dock at the San Francisco Marina that we attended this morning via Teams. Participants in the meeting included Scott Humphrey (Executive Director, Marine Exchange of the San Francisco Bay Region; Chairperson, Harbor Safety Committee of the San Francisco Bay Region), James Haussener, Maggie Hallahan, Monica Scott (REC), Marcus Freeling, Stephen Brown, and Harbor Master Scott Grindy.

During the meeting, it was stated by Harbor Master Scott Grindy that there has been no known use of Gashouse Cove as an extraction site over the past 10 years. I would like to respectfully request clarification on this point, as it is my understanding that the dock continues to serve an active and important role in emergency response.

Specifically, I am asking if you could provide a brief written statement outlining how the Gashouse Cove Fuel Dock is currently used for emergency access and response operations. The dock's location offers practical advantages, including relatively direct and efficient physical access for emergency vehicles and marine units navigating through the Marina, particularly given the high volume of pedestrian and recreational activity in the area.

Additionally, I would appreciate your perspective on the importance of maintaining the fuel dock at its current location during the remediation process, and the need to ensure that a fuel dock remains operational at the San Francisco Marina at all times. From an operational standpoint, it would also be helpful to understand whether the current location is the most effective for your vessels, and whether it is your preference to keep the fuel dock in its current location.

There was also discussion during the meeting regarding vessel maneuverability in high winds. Mr. Grindy indicated that turning vessels near the current fuel dock can be difficult in high wind conditions. It would be valuable to clarify your experience—specifically, whether high winds impact your ability to safely approach, maneuver, and refuel at this location versus alternative potential locations within the West Marina. Additionally, based on your experience, do conditions within Gashouse Cove offer more protection from wind compared to the more exposed areas of the West Harbor?

Maintaining and clearly documenting this access point is important to supporting public safety operations and ensuring that emergency responders retain a viable and effective route when needed.

I have included Scott Humphrey ([scotth@sfmtx.org](mailto:scotth@sfmtx.org)) on this request so that we may compile responses for submission to the Ad Hoc group. Please cc me when you respond.

I appreciate your time and any clarification you can provide.

Captain Maggie Hallahan

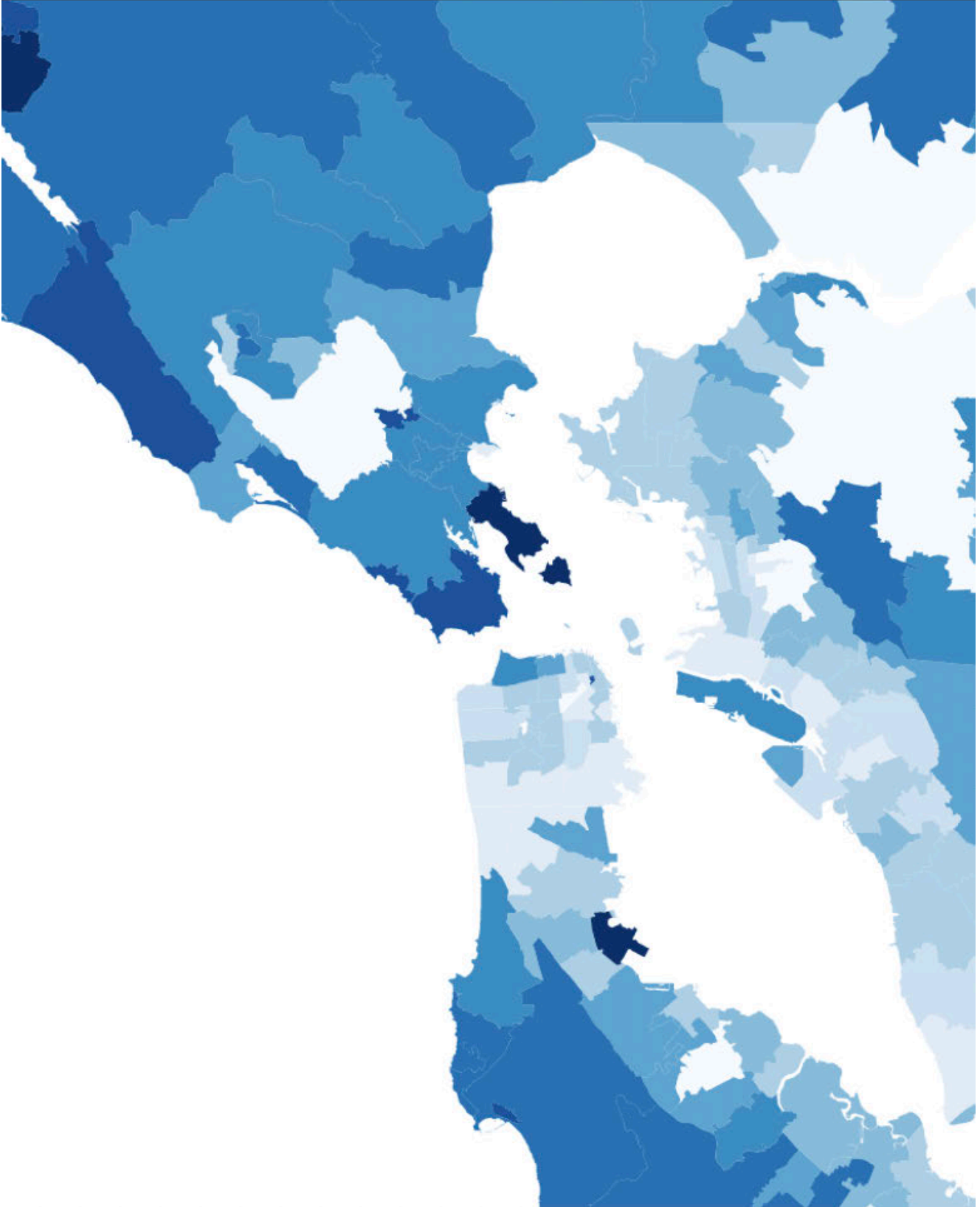


#	Marina / Fuel Dock	Active	Fuel Type	Emp	Phon	Address
1	SF Marina Gas House Cove	Y	DG		415-	99 Yacht Road, San Francisco, CA 94123
2	Sausalito Clipper Yacht Harbor	Y	DG		(415)	310 Harbor Drive, Sausalito, CA 94965
3	Safe Harbor Emeryville	Y	DG		510-	3310 Powell St, Emeryville, CA 94608
4	Jack London Square Fuel Dock	Y	DG		510-	Jack London Square, 38 Webster St, Oakland, CA 94607
5	Loch Lomond Marina	N			https	100 Loch Lomond Drive, San Rafael, CA 94901
6	Grand Marina Alameda	N			https	2099 Grand Street, Alameda, CA 94501
7	Berkeley Marina Fuel Dock	N				201 University Avenue, Berkeley, CA 94710
8	Hyde Street Pier San Francisco	N				2905 Hyde Street, San Francisco, CA 94109
9	Oyster Point Marina Fuel Dock	N				95 Harbor Master Road, South San Francisco, CA 94080
10	Vallejo Marina	Y	DG		(707)	42 Harbor Way, Vallejo, CA 94590
11	Benicia Marina	Y	DG		707-	266 E B St, Benicia, CA 94510
12	Westpoint Harbor Redwood City	Y	DG		(650)	101 Westpoint Harbor Drive, Redwood City, CA 94063
13	Coyote Point Marina	Y	DG	m	(650)	1900 Coyote Point Dr, San Mateo, CA 94401
14	Ballena Isle Marina	Y	DG		510-	1150 Ballena Blvd, Alameda, CA 94501
15	San Leandro Fuel Dock	N				

# ca cards per zip populations PDF

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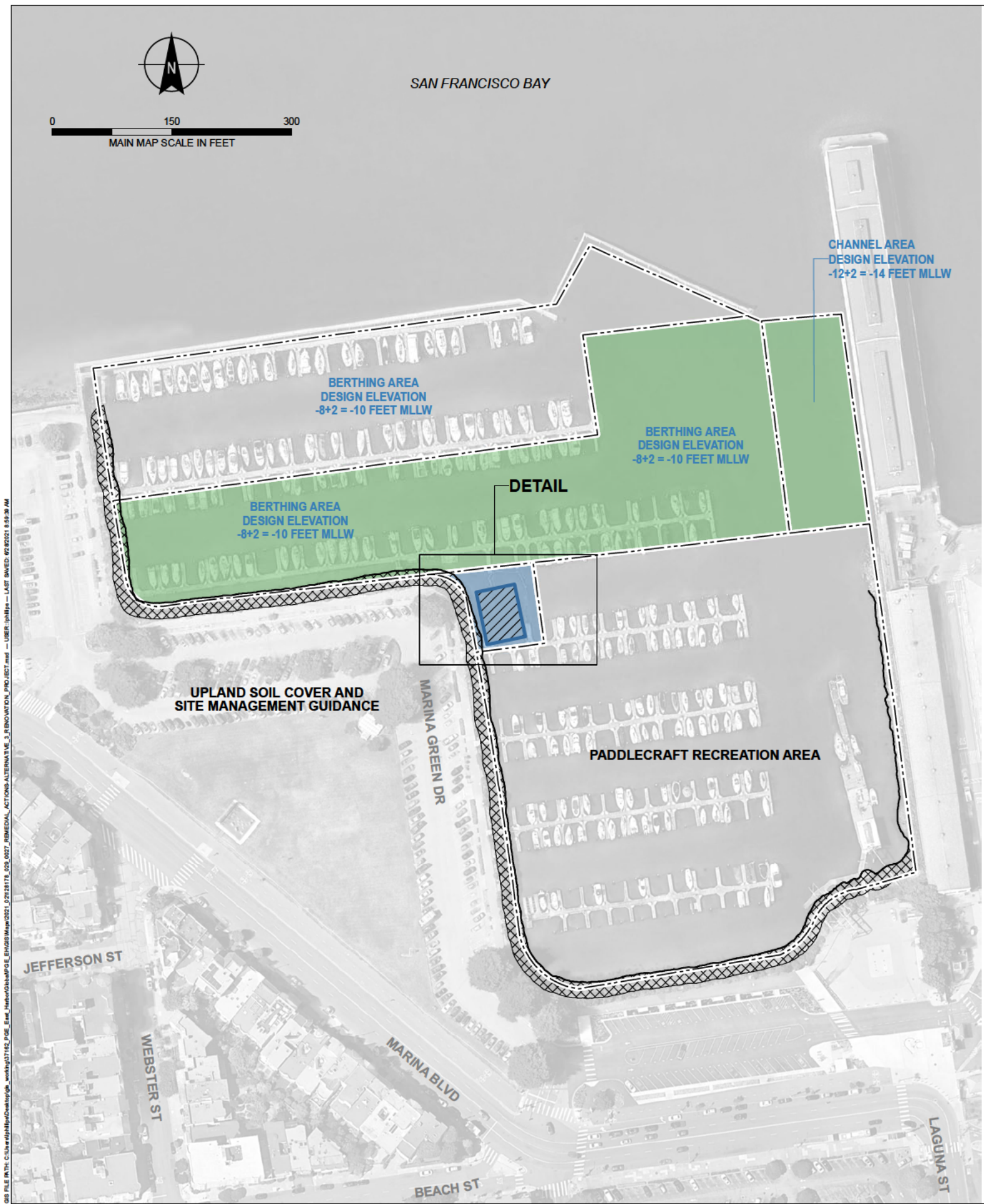
AD HOC COMMITTEE  
 "Initial Analysis of Boating Slips, Moorings, and Boating Amenities in California"  
 Established: May 23, 2025  
 Completion Date: November 6, 2025  
 DBW Commission: Ad Hoc Committee Members:  
 Maggie Hallahan  
 Hampus Idsater

Supporting Data from:  
 California Vessel Waste Disposal Plan Published February 2020 by California State Parks Boating and Waterways  
 California State Water Resources Control Board, 2019  
 California Department of Motor Vehicles 2025  
 California Department of Boating and Waterways, 2005  
 United States Environmental Protection Agency, 2018  
 United States Department of the Interior, Fish and Wildlife Service, 1994

County	Total Slips <25'	Slips <25' with access to a private dump station	Publicly Accessible Sewage Dump Station	Dump Station Ratio	Total Slips ≥25'	Total Mooring Buoys	Slips ≥25' + Mooring Buoys with access to private stationary or in-slip sewage pumpout	Publicly Accessible Sewage Pumpout	Pumpout Ratio	Publicly Accessible Floating Restroom
Region 1 Totals	2094	0	3	698	2107	300	25	17	140	21
Region 2 Totals	830	0	8	104	853	1039	0	15	126	30
Region 3 Totals	3065	65	12	250	6576	792	852	28	233	32
Region 4 Totals	3936	74	8	483	18435	159	1874	66	253	8
Region 5 Totals	422	0	6	70	3226	548	0	13	290	5
Region 6 Totals	2562	500	5	412	14327	1641	1193	38	389	7
Region 7 Totals	3885	10	11	352	12515	1429	2358	40	290	13
<b>Total</b>	<b>16794</b>				<b>58039</b>	<b>5908</b>	<b>6302</b>			

Estimated Total State Boat Slips and Total Mooring Buoys	
Smaller than 25'	16794
larger than 25'	58039
Total number of slips in above Vessel Waste Disposal Plan report	74833
Estimated Total Mooring Buoys	5,908
Total Slips and Total Mooring Buoys CA	80,741
Estimated Registered CA - Reg and U.S.- documented merchant/ recreational vessels in California	
Below number based on national total of documented U.S. vessels May 01 2024 381,103 records	
Estimated U.S.C.G. California share = 10 % of 381,103 = ~38,110 vessels	38,110
STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES STATISTICAL REPORT - CURRENTLY REGISTERED VESSELS Date: January 3, 2025	
In the State of California, there are 563,020 registered vessels measuring 16 feet 0 inches to 25 feet 11 inches in length, and 31,697 registered vessels measuring 26 feet to 60 feet in length.	
This total does not include vessels registered with the United States Coast Guard (USCG) that are located in California. With Others added in for a total approx 645,951 vessels	645,951
TOTAL CALIFORNIA Vessels in CA	684,061
TOTAL CALIFORNIA Boat Slips & Total Mooring Buoys t	80,741

California vessels that are not included in this report are canoes, rowboats, paddleboards, paddleboards, parasails, seaplanes operating on the water, motorless floating homes, ships' lifeboats, and other types of vessels that are not required to be registered.



**LEGEND**

- CURRENT SHORELINE AT ELEVATION 0.0 FEET MLLW
- VINYL OR STEEL SHEETPILE WALL
- DREDGE TO -14.5 FEET MLLW AND BACKFILL
- PERMEABLE REACTIVE BARRIER INCORPORATED INTO SHORELINE RECONSTRUCTION
- SUBAREA BOUNDARY
- DREDGE AND CAP BELOW EXISTING SEDIMENT SURFACE
- DREDGE TO -13 FEET MLLW AND CAP BELOW DESIGN ELEVATION

**NOTES**

1. SHORELINE RECONSTRUCTION COMPLETED DURING RENOVATION PROJECT MAY INCORPORATE PERMEABLE REACTIVE BARRIER.
2. MLLW = MEAN LOWER LOW WATER
3. INSTITUTIONAL CONTROLS WOULD ENSURE THAT EXISTING INCOMPLETE OR INSIGNIFICANT PATHWAYS DO NOT BECOME COMPLETE.
4. EXTENT OF PERMEABLE REACTIVE BARRIER MAY BE REVISED BASED ON PROJECT AND REMEDIAL REQUIREMENTS.
5. AERIAL IMAGERY SOURCE: GOOGLE, MARCH 2018



**HALEY ALDRICH** PACIFIC GAS AND ELECTRIC COMPANY (PG&E)  
 EAST HARBOR FEASIBILITY STUDY  
 SAN FRANCISCO, CALIFORNIA

**REMEDIAL ACTIONS - ALTERNATIVE 3  
 RENOVATION PROJECT**


JUNE 2021

**FIGURE 27**

## **9. Fuel Dock Depth Retention**

Q: Could the fuel dock remain at an eight-foot depth?

A: Yes, this depth would not expose the contamination in deeper sediment.

**From:** Chan, Angus@Waterboards Angus.Chan@Waterboards.ca.gov   
**Subject:** RE: PG&E dredging and capping at GHC SF Marina  
**Date:** June 4, 2025 at 2:20 PM  
**To:** Kate Thompson katet@me.com, Maggie Hallahan maggie@mhpv.net  
**Cc:** Steven Welch stevenwelch22@gmail.com, Steenson, Ross@Waterboards Ross.Steenson@waterboards.ca.gov

---

Maggie, Kate, and Steve –

Great talking to you on Monday as well. I'm providing some clarifications on the answers to your questions, in red below. Feel free to reach out again if you have additional questions.

### **1. Marine Pool Inclusion**

Q: If supported by the City, could PG&E incorporate a marine pool at the Point into the current plan?

A: Yes, we believe that is possible. A new feasibility study likely would not be needed, but an addendum might be necessary if significant changes to the remediation were needed.

### **2. Fuel Dock Dredge Depth**

Q: What is the current or planned dredge depth at the fuel dock area?

A: The current depth is 8 feet. The plan is to fill and cap the area, but it could also be capped at a lower depth.

### **3. Fuel Dock Relocation Approval**

Q: If the fuel dock were relocated 168 meters forward, would the Water Board object?

A: No. We assume that permanent relocation of the fuel dock would be after remediation (i.e., the relocation would not prevent access for remediation).

### **4. Remedial Plan Submission Timeline**

Q: When does the Water Board expect PG&E to submit the final Remedial Action Plan?

A: We expect PG&E to submit a Draft Remedial Action Plan later this summer or fall. The Water Board will review the document and likely issue comments. Once Water Board comments are adequately resolved, a revised document would be made available for public review and comment. After review and resolution of the comments, a Final Remedial Action Plan would be submitted (likely in 2026).

### **5. Post-Remediation Monitoring**

Q: Who will be responsible for monitoring the site for residual MGP contamination after remediation, and for how long?

A: Both PG&E and RPD are responsible parties for the investigation, cleanup, and monitoring of the MGP contamination as explained in our October 15, 2019, Water Code Section 13267 Technical Report Requirement [letter](#). We understand that the parties are cooperating, and PG&E is taking the lead for remediation-related activities, including post-remediation verification monitoring. We believe that the 2 years is schedule-related: PG&E would implement the remediation over the course of about 2 years then RPD would complete the Marina Improvement Project.

### **6. Cap Integrity and Boat Traffic**

Q: After project completion, could a boat break the cap by running into it?

A: No, it is not likely if the cap is maintained.

### **7. Future Liability After Transfer**

Q: After the property transfer, who will be legally and financially responsible for any future environmental issues?

A: Both PG&E and RPD will remain liable for the MGP contamination — see response to question 5. PG&E cannot transfer its liability to another party.

#### **8. Municipal Liability Norms**

Q: Is it standard practice for a municipality like San Francisco to assume liability following remediation by a private entity?

A: The California Water Code allows the Water Board to hold current owners of a property (the City in this case) responsible for contamination on their property. However, this does not absolve PG&E of its liability for discharge of the MGP waste, as discussed above.

#### **9. Fuel Dock Depth Retention**

Q: Could the fuel dock remain at an eight-foot depth?

A: Yes, this depth would not expose the contamination in deeper sediment.

#### **10. Post-Remediation Dredging**

Q: Can dredging occur in the future in the shallow area or any area after the project is completed?

A: Yes.

**Angus Chan, P.E.** (*he/him*)

Senior Water Resource Control Engineer (Specialist)  
San Francisco Bay Regional Water Quality Control Board  
(510) 622-2363

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At the request of the City of San Francisco Rec and Park Department (SF RPD), Pacific Gas & Electric's (PG&E's) environmental remediation design contractor, Haley & Aldrich, performed preliminary analysis to estimate additional remediation costs for two proposed fuel dock locations (existing East Harbor location and Location F). Two marina depth options provided by SF RPD were evaluated for each potential location to accommodate fuel dock traffic, -10 foot (ft) mean lower low water (MLLW) and -12 ft MLLW, each with a 2-ft overdredge allowance. The proposed design for the renovated marina without a fuel dock in the East Harbor is -8 ft MLLW in the berthing area and -10 ft MLLW in the channel area.

Based on cost estimates provided by PG&E's remediation contractors with dredging and capping experience in the San Francisco Bay area, Haley & Aldrich developed preliminary costs for the primary remedial activities below:

- Environmental dredging and disposal unit costs
- Placement of engineered cap unit costs
- Labor charges to complete environmental dredging/engineered capping and associated environmental regulation, safety, quality control and permitting compliance



**Preliminary Estimate: Additional Remediation Cost to Achieve Marina Design Depths – Fuel Dock in Existing East Harbor Location:**

To allow for the fuel dock to remain in the existing location, the estimated remediation cost increase for the two Marina design depths includes:

- For -10+2 ft MLLW design depth: \$24.2 million
  - Dredge 23,300 cubic yards (cy; \$5.7 million), including an additional 3 ft of dredging to allow for placement of an engineered cap to protect against propeller wash erosion
  - Place 88,100 square feet of engineered cap along the bottom and side slopes (\$2.1 million)
  - Adds 10 weeks of dredging and 9 weeks of capping (\$16.4 million)
- For -12+2 ft MLLW design depth: \$28.5 million
  - Dredge 29,500 cy (\$7.2 million)
  - Place 92,700 square feet of engineered cap along bottom and side slopes (\$2.3 million)
  - Adds 12 weeks of dredging and 10 weeks of capping (\$19 million)

**Preliminary Estimate: Additional Remediation Cost to Achieve Marina Design Depths – Fuel Dock in Location F**

To install the fuel dock at location F, the preliminary estimated remediation costs increase for the two Marina design depths includes:

- For -10+2 ft MLLW design depth: \$4.5 million
  - Dredge 6,400 cy (\$1.6 million)
  - Cap additional 2,100 square feet (sf) along the slope to the shallow water recreation area (\$0.05 million)
    - Note that the current design and costs include capping in the berthing area
  - Adds 3 weeks of operations (\$2.8 million)
- For -12+2 ft MLLW design depth: \$9.5 million
  - Dredge 15,100 cy (\$3.7 million)
  - Cap additional 6,000 sf along the slope to the shallow water recreation area (\$0.15 million)
    - Note that the current design and costs include capping in the berthing and channel areas
  - Adds 6 weeks of operations (\$5.6 million)



# Ad hoc Meeting Gashouse Cove Fuel Dock-20260320\_110412-Meeting Recording

March 20, 2026, 6:04PM

35m 39s

● **Scott Humphrey** started transcription

**SH** **Scott Humphrey** 0:05

There we go. If you would start again, Maggie, I'm sorry.

**CH** **Captain Maggie Hallahan** 0:07

Yes, Yep, sure. Captain Maggie Hallahan. I hail from San Francisco North Shore Aquatic Park since I was a little girl, and I am a Sea Scout leader. I'm a licensed Coast Guard captain.

I have been in blue water all over the world, including the Hawaiian Islands and mostly recreational boating, though I have done some teaching and commercial captioning. I also want to say that Governor Gavin Newsom, when he became governor, asked me to be on the California Boating and Water.

And I accepted just as COVID was ending. And it's been a very interesting two years, and I've been re-upped for another four years on the commission. And I am not here as a commissioner for California Boating and Waterways, which I am actually in the position of recreation.

Voting for the waterways for Northern California, but I because there is a loan out with SF Marina, so I cannot speak at all in terms of that. I want to make that super clear and that I'm here though as a Sea Scout leader, South End member.

**SH** **Scott Humphrey** 1:11

OK.

**CH** **Captain Maggie Hallahan** 1:20

Rowing and swimming. And then I'm also an overall recreational boater all over the Bay. Thank you very much.

**SH** **Scott Humphrey** 1:28

Thank you, Monica. If you would introduce yourself. I don't think we've ever met face to face. I think I've gotten emails back and forth, but good to finally meet you.

**SM** **Scott, Monica (REC)** 1:35

Yeah, yeah. Great to meet you and everyone else here on the call that I haven't met. My name is Monica Scott. I am a project manager with the Capital division of the San Francisco Recreation and Parks Department. This is my primary. The Marina project is my primary project at the moment.

And I've been involved with it since coming up on. Yeah, three years now, 2023. I started with this project. So I am a licensed landscape architect. And yeah, I'll pass it off to Scott Grindy.

**SH** **Scott Humphrey** 2:03

OK.

Scott Grindy, good morning.

**GS** **Grindy, Scott (REC)** 2:14

Well, I hope it's a good morning. You know, it's sunny out and the weather's good and the whales are out front. My name is Scott Grindy. I'm the harbor master here at the San Francisco Marina and I just finished about an 8 year, nine year stint with the Harbor Safety Committee.

**SH** **Scott Humphrey** 2:15

It is.

**GS** **Grindy, Scott (REC)** 2:31

And you know, Jim is graciously taking that ball of wax and moving it forward.

**SH** **Scott Humphrey** 2:41

Thank you, Scott. Um, Dominic.

**MD** **Moreno, Dominic (PRT)** 2:48

Good morning, everybody. My name is Dominic Moren. I'm the assistant current assistant maritime director for the Port of San Francisco. I'll let this group know

because the news will probably get out into the industry. Andre Coleman is going to be stepping away from the port. I'll be acting maritime director come.

**SH** **Scott Humphrey** 3:03  
OK.

**MD** **Moreno, Dominic (PRT)** 3:03  
April 17th. Thank you. Thank you. Thank you. Good to see. I think I recognize everybody except Steve Brown, but I yeah, we we manage the 7 1/2 miles of waterfront over here for the port.

**SH** **Scott Humphrey** 3:05  
Congratulations.  
Very good. And Marcus?

**MF** **Marcus Freeling** 3:27  
Yeah, this is Marcus Freeling, Secretariat for the Harbor Safety Committee and the External Operations Manager with the Marine Exchange.

**SH** **Scott Humphrey** 3:38  
Thank you, Marcus. And finally, Steph Brown.

**SB** **Stephen Brown** 3:42  
Hi, everyone. I'll turn my camera on in a second. OK. Hi, I'm Stephen, database manager for the Marine Exchange. I'm just sort of shadowing today. I'm kind of getting more involved in all of the committees and so I'm just sort of just observing, taking in everything to trying to be in the background.

**SH** **Scott Humphrey** 3:59  
Yep. And you'll probably hear from Steph in another capacity. He's going to help you get your sign in, your membership sign in to our new website system, which will give you what's called a membership compass so that you can see your Marine Exchange membership and all of the committees that you're signed up to receive emails from, et cetera.

**SB** **Stephen Brown** 3:59

O.

**SH** **Scott Humphrey** 4:19

Dominic, you've got your hand up.

**MD** **Moreno, Dominic (PRT)** 4:20

I do. I just want to revise my my previous comments. I recognize everybody on this screen.

**SH** **Scott Humphrey** 4:25

Oh, OK, once the camera kick on it, like.

**SB** **Stephen Brown** 4:25

OK.

Right. No, it's all good. I know. Yeah. Yeah. OK.

**MD** **Moreno, Dominic (PRT)** 4:26

Sorry, Steph. Yeah, yeah, yeah, with the camera off, I didn't reg it. Sorry.

**SH** **Scott Humphrey** 4:30

All right. So Monica, if you would give us an update on the project at at the Marina and the Gas House Cove.

**SM** **Scott, Monica (REC)** 4:41

Yeah, sure thing. I have um some slides prepared that are about the project in general with some detail on the fuel doc. So is if that's OK, I'll share my screen.

**SH** **Scott Humphrey** 4:51

Please do. If you would provide me the the slide deck afterwards, I'll put it in the minutes for our little meeting. Thank you.

**SM** **Scott, Monica (REC)** 4:57

Yeah, no problem.

**SH** **Scott Humphrey** 5:00

I you. I think you should be able to share, right? OK. Oh, I know every time is the first time. There we go.

**SM** **Scott, Monica (REC)** 5:02

Yeah, yeah, I'm just navigating.

OK.

So yeah, just for context, I'm sure you all are well aware of the location of the San Francisco Marina, but it's here on the northern waterfront, nestled between Crissy Field to the West and Fort Mason to the east.

And our project is within the confines of this, um, yellow orange Polygon, um, while we're not touching everything in there and.

The focus of the project is in the East Harbor and also a portion of the West Harbor, which is on. You can see them labeled here. Are you all able to see my cursor if I'm moving it around or not really?

**SH** **Scott Humphrey** 5:53

I don't see your cursor.

**SM** **Scott, Monica (REC)** 5:55

Yeah, sometimes that doesn't work. Anyway. Luckily we have a lot of labels here, so um.

**SH** **Scott Humphrey** 5:58

Yeah.

**SM** **Scott, Monica (REC)** 6:02

This is the existing condition here, more or less. We already had to remove some of the docks in the southern portion of the East Harbor due to their deteriorating condition and this upcoming project schedule.

So this is a joint project between the city, Reckon Park and PG&E, Pacific Gas and Electric due to contamination from legacy industry here that they had pre 1906 earthquake.

That's where the Gas House Cove comes from. They had a manufactured gas plant.

Right at this northeast corner of the where the shoreline of the triangle is. So the project will include. So there was a yeah, about 20 years of investigation slash litigation to get to the project that I'm.

Um working on now, which is called a joint project.

And there's and that's been approved by the Board of Supervisors and Mayor London Breed at that time and that was negotiated with the city attorney and PG&E. So that project is capped with a budget of \$190 million and that is all in.

For the planning work as well as the current design and construction and then in the future the ongoing monitoring that will be taking place. So what you see here with this shaded area, this is.

The areas here are going to be dredged and capped, and there's an area of targeted deeper dredge with that small rectangle. If you're out there now, you'll see there's like a currently a boom enclosing that area.

In the southern portion there is an existing sediment cover of multiple feet and so the project will be leaving that in place, which functions as a cap, but it does change the use of the Marina from being able to have powerboats and deep draft.

Sailing vessels and the fuel dock of course as well will not be able to stay there with this level of remediation. So there's also going to be this dashed blue line is indicating.

What is called a permeable reactive barrier. So basically the riprap, the rock slope that's there now will be peeled off and then we'll be doing some regrading of the shoreline itself and to allow for a more stable slope to be reinstalled, but before the rock is replaced.

Placed, there'll be a a barrier, yeah, a layer of barrier, just kind of they call it a belts and suspenders approach. So this is all regulated by the Regional Water Quality Control Board of the state of California. So there's been.

Numerous feasibility studies that have been published and reviewed and they are preparing to issue what's called a remedial action plan.

So they are. They're really the the prime regulator for this project.

And then we have our proposed Marina improvements. Once that dredging is done, we will be in the capping will be coming in to the East Harbor. Starting on the right here, we're going to be improving the breakwater that's currently.

Enclosing the East Harbor and then we are installing reoriented docks, so we'll be able to install an additional breakwater to further calm the waters here given the very active waves that are passing under Fort Mason right now.

We're also going to be adding pedestrian access to that portion of the breakwater. You can see there in brown versus the white.

And we'll also be installing a gangway down to a community dock, which will be open with the park hours to the public, which is running north-south there in what we call the shallow water basin and this.

The skinny dock running east West is a visitor dock which will be behind a gate and that will have, I believe it's birthing space for about 13 boats with side ties. So this is where we're envisioning.

Yeah, that that's that's for the harbour master to to manage. But yeah, we're excited to be able to provide such an extensive amount of visitor dock space as well. They'll also be a installation of floats and indicators preventing boats from entering into those larger boats.

So the powerboats from entering into this shallow water basin, the shoreline, I'll kind of just I don't, I don't think this is as of is as of much interest to you all, but the shoreline, this is the Bay Trail running here in orange. So we'll be doing some reconfiguring of that to expand the.

Area We're removing some of the parking lot, but I'll kind of leave that as it is. And then in the West Harbor, we have the wave organ here at the tip of the jetty. This is on the left side of the screen. We'll be installing a new breakwater.

Because of the very high rates of sedimentation that the entry channel of the West Harbor currently has to deal with on an annual basis with dredging. So we did a lot of.

Morphological modeling of like sand transport and this design of this breakwater, I believe it's about 225 feet will allow us. It's expected that we will not have to dredge again for 12.

10 to 15 years following installation. So with that being added in year one and year 2, we'll be coming back to, you know, basically proof is in the pudding. We'll make sure that it really is slowing down the sedimentation.

And we'll be dredging, extensively dredging more than the typical maintenance dredge to reinstall these docks here in yellowish, which were originally installed back in 2012 with the West Harbor renovation.

The location here on the left is a potential relocated fuel dock location and there is currently an existing pump out there and I have more slides to go into more detail on that.

I'm gonna.

I'm gonna keep going, but if you if you guys have burning questions, maybe I'll just keep going through. I have a couple more slides. So is that OK, Scott?

**SH** **Scott Humphrey** 12:59

Yeah, we've got time for a couple more. Sure.

**SM** **Scott, Monica (REC)** 13:02

OK.

So this is an analysis of other potential locations for the fuel dock aside from the West Harbor one there labeled number labeled with the letter A. So we did extensive analysis of the feasibility of.

Where is the best place to relocate this fuel dock? And yeah, anyway, this week, maybe we could, we can come back to this one later. But basically we looked at, you know, swell, westerly swells, northerly storm waves, the, you know, turning diameter, the the berth orientation.

Access to the underground storage tanks, vessel lengths that they can accommodate and of course how many slips we would lose with by locating it in the various locations. I will say it's not shown here because it it extends beyond the project budget, but we also did call.

Tossed out what type of remediation would be involved in maintaining the fuel dock in its current location and it was in the rough order of magnitude. The engineers estimated it at between 20 to \$25 million. So that kind of that's why that's not even shown here because we couldn't.

Realistically, consider that.

So this is detail that was provided to the Marina Harbor Association and yeah, many other public meetings over the last year with the analysis of with that West Harbor fuel dock location, if that is where it ends up.

This is the clear space. This red is is a potential vessel fueling and how that works with the entry channel like we are aware this is um.

The least worst option. This is like the best of not a lot of great options, but this is what we are contemplating and this is in our CEQA environmental clearance which was just completed yesterday. That addendum with to the EIR was published.

And also in our permitting applications.

And this is our, you know, we're we're aware that there's, you know, kind of diminishing opportunities for for boaters to fuel up, especially with gasoline. We

know there is a diesel option which is.

You know, currently the the replacement for the Hyde St. fuel dock, while that's offline, still very close to our Marina and but for gas, folks would have to go up to Sausalito as the closest one.

And this is just a rough, rough schedule. We're we're pretty much still on track here with construction starting in mid 2027 and then extending kind of in phases through the end of 2029.

Yeah, so that's about it. I I know Dominic is on the line. I I will just add, as has been shared with the public multiple times, Rec and Park is working with other city agencies to address the concerns.

Of the fire department and the Police Department regarding the fuel dock and the need for that for gasoline.

How? Just to say, though, there are multiple options for the emergency vessels to get diesel currently along the San Francisco waterfront. Um, but yeah, I will. I'll stop there.

**SH** **Scott Humphrey** 16:36

Could not get.

OK, let's take a time now. We're down to about 11:20. I'd like to start with Maggie and.

Give you 3 minutes. If you would, I'll start a a timer just to keep everybody on track to discuss your concerns. And I believe I before we do so, I'll just introduce the idea that I believe the primary concern is the closing of the fuel dock and not having a place.

In the South part of the San Francisco Bay for gasoline, is that correct? Is as a general overall high level, Maggie?

**CH** **Captain Maggie Hallahan** 17:20

Yeah. And there's other that I'll try to keep it short, but could I, I think what I'll do is can can you, Scott, bring up on your map and share a screen just from a Google satellite of the area so we can just pull that up?

**SH** **Scott Humphrey** 17:25

OK, ready.

Yeah, same by one second. Yep, Yep, Yep.

**CH** **Captain Maggie Hallahan** 17:39

Cool. So as you all know, the Sea Scout base is an aquatic park just on the other side of.

**SH** **Scott Humphrey** 17:48

Hold on, I'm digging through windows here. And by the way, time hasn't started. I'm just looking for. There we go. You want satellite or map?

**CH** **Captain Maggie Hallahan** 17:51

OK.

Uh, satellite.

**SH** **Scott Humphrey** 17:56

All righty and stand by for sharing.

Alrighty, where are we? Here we go.

**CH** **Captain Maggie Hallahan** 18:04

Yep. So, whoops, slow down. Come out just a little bit. There we go. So our Sea Scout base is right there where it says Aquatic Cove and to the left. If you all don't know, it was built there in 1946, right after World War 2.

**SH** **Scott Humphrey** 18:08

Uh huh.

**CH** **Captain Maggie Hallahan** 18:22

But previous to that, we actually started Sea Scout Base. It had a Sea Scout slips in 1915 for the Panama Pacific Expo and were located there until the late 30s. So we had a lot of history of this whole area and as you know, there's a pretty constant swell.

Well, that hits Black Point and the rest of it is very on the on the basically the West side of Black Point is almost all landfill. So if you go over to Gas House Cove to the existing fuel dock.

There we go. Right next to the fuel dock is the Laguna outfall, and four times a year there'll be at least four times a year there'll be raw sewage release at that point into

that little harbor. Gas House Cove is the legal name.

For this area, and it has historical relevance, not just because it's the fuel dock, but there actually was a barge there that would give gas. So that's why a lot of Mariners call it Gas House Cove.

So we Yep, that's good. Thank you. So right to the right is the huge sewer outfall that comes down Laguna St. and also there's creosol and other kinds of things from the 1960s when they built this area.

So even though there is 6 feet of sediment, what all the testing has been done is for that area where the where the deeper dredging is going to be. That's where the earlier PG&E plant dumped in the water. And that's why California boating, I mean California water only wants dredging right?

There and that little if you point your finger right where the little floats are. So our perspective from the Sea Scout leaders is, is that we won't be launching kayaks and stand up board here because it has to be something called rec one water testing but the California.

Regional water boards and the California State Water Board only advises Rec one testing. They don't make you have it. And a lot of times people confuse that the California Water Board Angus Chan is giving a permit for the dredging in that one spot and that and they're going to monitor how much power plant toxic.

Since they get out, but Angus Chan has nothing to do with Rec one water testing or Rec one permitting. So there's been no research or deep dive into that whole area being used for stand up board or kayaking, which is Rec one recommended by the California Water Board, nor will they need to have to have a permit.

For it. So we're very concerned about that and also that there'll be shore power on the boats above that and it will be very close to people falling in the water and being in the water, which is called water contact with if you speak with Angus Chan, who's giving the permit for the.

For this, he calls it no water contact, so he doesn't recommend anyone touching the water in that area. So Angus Chan is a really important person to interview. He's been following this. He's a senior analyst and then when I hear.

SH

**Scott Humphrey** 21:41

Let me pause you for just a second. We're we're a little bit over 3 minutes. I just want to make sure we're on track with the primary objective, which what is the primary objective?

**CH** **Captain Maggie Hallahan** 21:43

Yeah.

OK.

OK. So our primary objective about the fuel dock is also you can speak with Angus Chan about dredging there. I have never been able to see the analysis of 20 to \$25 million to keep the fuel dock where it is.

And a lot of our people think that the fuel dock should stay where it is and not be moved. So I'd like to, you know, be great to see the documentation of that. It would cost that much to keep the fuel dock there. As Angus Chan says, there is no change. And it's already at 9 feet low tide and it can stay where it is and there's no charge. It can just stay there, the fuel dock from the California Water Board perspective. So that's the end of what I have to say for now.

**SH** **Scott Humphrey** 22:29

And would that staying there be keeping it open during is are you proposing it open during the during the mitigation time?

**CH** **Captain Maggie Hallahan** 22:34

Yes, yes, yes, yes. Ross Summers has written and said that it could stay there in use during the time of dredging in that small triangular area, and I have it in writing.

**SH** **Scott Humphrey** 22:49

OK.

Very good. Let's go around the the metaphoric table here. If we run over a couple minutes, I'm OK with that. If you're OK with it, Dominic, did would would you like to make a comment or were you more just observing and listening?

**CH** **Captain Maggie Hallahan** 22:51

With Angus Chow.

**MD** **Moreno, Dominic (PRT)** 23:09

Yeah, I think my my comments are more from the city family perspective and the conversations that are ongoing about solving for the emergency vessels. But I I didn't hear that in this conversation, so I'll just observe. Thank you.

**SH** **Scott Humphrey** 23:26

OK, um.

**CH** **Captain Maggie Hallahan** 23:26

Can I just say one more thing? It was one second. The emergency vessel extract point is right there at because you can see the turn around where the the fuel tanks are underground right there in rock. And so it's even in the 1989 earthquake, it didn't.

**SH** **Scott Humphrey** 23:29

Very briefly, guys.

**CH** **Captain Maggie Hallahan** 23:46

Shake it all and stayed open. And that was the emergency. That is our emergency extract point there at Gas House Cove.

**SH** **Scott Humphrey** 23:53

OK. Jim Hausner, any comments?

**JH** **james haussener** 23:59

Well, I guess you know and and Monica I think put it right is the the most desirable of the least desirable or something like that about the various options that you looked at. So I appreciate that that you looked at all of them. I know that that having used that pump out station.

That sometimes that's a difficult spot because an outgoing current you get some some good size water movement through there and and just wonder as to whether that's people are going to be able to get in there and then combine it with both fuel dock and the pump out station on I don't know how long that dock.

Is 100 feet long, Scott?

**GS** **Grindy, Scott (REC)** 24:38

It's about there, yeah.

**JH** **james haussener** 24:40

Yeah. So it's it's not a lot of space and and so where are people going to be queuing

up to a certain extent and blocking the channel, I guess for everybody else trying to get in and out. What's going to happen as a result of that?

But I certainly agree that further down, I think you had number D, you know, all the way inside the basin. You don't want people going all the way inside the basin in order to do that. And you do have the issues with the currents and the winds and waves.

So, so that's that's the primary issue I guess is is that truly the the.

The best of the of the worst sort of thing versus where it is and I have no idea what it would take to keep it where it is. But I will admit that \$25 million is a staggering number on that and and certainly we need to do something about the remediation. So I'm glad that the city.

And PG E are doing something before you know that contaminant goes further out. You know, I know Dominic and his team going back to when Jay OC was at the port and every year we seem to have PAH is going further and further out at Pier 35 and Pier 39 and that sort of stuff so.

**SH** **Scott Humphrey** 25:57

Mhm.

**JH** **james haussener** 25:57

Clean this up and cleaning up what's going on in Vallejo as well are all important. I think from the Harbor Safety Committee's point of view for navigation is what are we going to do for gasoline and don't want to twist the city's arm too much, but certainly do have a need there.

And and not only that, but I was thinking because I've been in this business a long time back when Governor Duke Mason was around, we actually did a full survey of all the fuel docks in the Bay Area because of earthquake issues and suddenly you got bridges are down and rescue vessels and what are we going to do for them. So that's somewhat.

Inside the purview of the Harbor Safety Committee, but but similar when we have mass casualty incidents and then we get sheriff and police boats, fire boats coming from all other agencies and where are we going to fuel them up as we deal with that so.

I guess it'd be nice to take a look and see what your analysis is, but certainly appreciate that you're working with everybody in trying to do something here and

make that happen. So thank you very much for that. And I guess the question is. Question is, is there any other option? But seeing as I look like you had A through H up there, it didn't seem like there was much. So I guess that's my only comments Scott is that.

**SH** **Scott Humphrey** 27:19

Thank you.

Scott, any expert comments on the Marina itself with focus on the possibility of keeping the the fuel dock open during the mitigation? I'm not suggesting that as a as a as an option, but just as a comment on that.

**GS** **Grindy, Scott (REC)** 27:32

What?

Well, I think the comments I wrote down as far as comments towards a couple things was one, the emergency extract. I don't know if people are aware, but you know the fire boats are actually in the West Harbor. This jet ski rescue watercraft are also in the West Harbor.

We moved that with the fire department, so they're right next to the opening of the West entry for two purposes. One is emergency access getting out quickly. Yeah, exactly right. We're kind of generally right. Yeah, right there. And the other part of that is that that whole.

**SH** **Scott Humphrey** 28:05

Like here, OK.

OK.

**GS** **Grindy, Scott (REC)** 28:14

gangway, gangway and uh doc as you see walking from you got a big square at the bottom. OK, and then going to the left it goes to an ADA ramp.

**SH** **Scott Humphrey** 28:22

Yeah.

**GS** **Grindy, Scott (REC)** 28:29

What that does is it allows them to bring their emergency rescues that they have

done in the past probably 5 plus years to that location and then have the gurney roll up a ADA ramp which is low, low elevation gain.

To their marked out areas for their ambulances and fire trucks. The location over at the east by the fuel dock I have not seen in my 10 years. Never have I seen anybody extract from there.

**SH** **Scott Humphrey** 28:51

Mm.

**GS** **Grindy, Scott (REC)** 29:02

Because they had to take the Gurney or equivalent up a flight of about 25 stairs to get up to that level. Yeah, they had to go up. They had to go across the gangway and up a flight of stairs. So, you know, usually the ambulance worker, especially if you're extracting somebody who's been injured or similar.

**SH** **Scott Humphrey** 29:11

That computer.

Uh, OK.

**GS** **Grindy, Scott (REC)** 29:22

They're working on them as they go. You don't want to have them vertically standing on a Gurney trying to go up the stairway. You want to have it the safest and smoothest pathway to get them out. The other part about the fuel dock present location, I fueled there a couple times and I stopped fueling there.

**SH** **Scott Humphrey** 29:33

OK.

**GS** **Grindy, Scott (REC)** 29:40

I have a big boat and you know when you got the westward coming in winds, it I don't have bow thrusters and I'm a 54 foot boat. It's very difficult to pull out of there. So when we have a lot of boats in the same kind of power condition. You're also getting them thrusting a lot, trying to get turned around after they have fueled, because usually they come in bow first. Um.

I believe and Monica, correct me if I'm wrong, but I believe the outfall is soon to be corrected just like they did the other one in the Marina Green area where they no OK.

**SM** **Scott, Monica (REC)** 30:17

No, no, no, no. They're they're in the Marina Green area. They they closed an outfall here. They're just doing rehabilitation of it to the yeah, so yeah.

**GS** **Grindy, Scott (REC)** 30:24

Right.

OK, OK.

OK, uh, let's see. What else do I have here? Um.

You know, not a lot of comment other than, you know, I don't really see the benefit of trying to run a fuel dock when you got construction going on. It's just going to add to the cost. You know, the I think our engineers actually looked at the land the tanks sit on.

And they were not original bedrock. That was a filled zone back when Fort Mason was built. It may be historically old, but it wasn't bedrock that they were sitting on.

**SH** **Scott Humphrey** 31:02

OK, we're at the we're over time now. But Maggie, I'd like to give you an opportunity for some final comments. And then after that, I don't expect that this ad hoc meeting is going to come up with a solution. I wanted to get some notes that we can use.

To address at the next Harbor Safety Committee meeting when we address this as old business, and I don't necessarily suggest that the Harbor Safety Committee is the right body to address this to its finality, but we certainly are the right body to get the conversation going and then hand it off.

To the right folks. So Maggie, if you'd like to make some final comments.

**CH** **Captain Maggie Hallahan** 31:47

Yeah, sure. So I'm hoping that we could have some more data-driven response. I would. I knew people like Sergeant Bushnell, who's done a deep dive research on how much they've used Gas House Cove and how how they have.

extracted or use that point because the fire trucks can get in there quickly. And so I I will volunteer to get more numbers from San Francisco Fire and San Francisco Police about you know that. And then I'm happy to share our document that we developed

with California Water.

Board the Regional Water Board, Angus Chan and Ross, just to show you what their response is to the idea of keeping the fuel dock where it is and that it could continue where it is. So I think there could be some solutions about how that area is used in there. Our big fear is that.

**SH** **Scott Humphrey** 32:41  
OK.

**CH** **Captain Maggie Hallahan** 32:46  
It's going to just turn into a big mudflat like how West Harbor is at the end. So that is what the community is really and then the extraction to a quick and easy dock and fuel. So happy to follow up with those three areas to give data-driven.

**SH** **Scott Humphrey** 32:59  
OK.

**CH** **Captain Maggie Hallahan** 33:05  
Documents.

**SH** **Scott Humphrey** 33:07  
OK. And are there documents, Monica, that you can provide as well that are publicly accessible that we maybe we can post with the minutes of this meeting that will help answer some of Maggie's questions?

**CH** **Captain Maggie Hallahan** 33:07  
Oh.

**SM** **Scott, Monica (REC)** 33:21  
Yes, for sure. Yeah, we we've addressed many of the concerns about the water quality in the future testing that will be required by a different division of the water board than where Angus works and also happy to share the estimate and how that was generated for the additional remediation costs for keeping the fuel dock.

**SH** **Scott Humphrey** 33:23  
OK.

**SM** **Scott, Monica (REC)** 33:41  
There it is. Um, is that that's the type of thing that you're thinking of, Scott? OK.

**SH** **Scott Humphrey** 33:43  
OK, very good.

**CH** **Captain Maggie Hallahan** 33:45  
Yep, that would be great. Yes. Thank you.

**SH** **Scott Humphrey** 33:49  
Absolutely. Thank you so much. Look, everyone, I really appreciate this very short call meeting just to get some facts. And I'm at fault here for not following up at the last Harbor Safety in old business. It completely slipped my mind. We probably should have done this then, but we'll do it at the next or the following Harbor Safety Committee to get the get the.  
While re rolling on this and what is the date to close down the fuel dock and based on the current schedule, do you happen to know?

**SM** **Scott, Monica (REC)** 34:15  
It'll be by June 1st, 2027.

**SH** **Scott Humphrey** 34:19  
June 1st, 2027. Very good.

**SM** **Scott, Monica (REC)** 34:19  
Probably, probably shutting down a few weeks prior. That's like construction start for the for the demolition. And I'm also happy, Scott, to attend one of your meetings, if that makes more sense, you know, so we can follow up.

**SH** **Scott Humphrey** 34:24

OK.

Absolutely. That would be fantastic.

**SM** **Scott, Monica (REC)** 34:36

Let me know what what works.

**SH** **Scott Humphrey** 34:37

OK. Well, thank you everyone. And I just got to make one plug before we hang up and that is to remind you that our Coast Guard VTS people, 35 women and men sitting over there on Yerba Buena Island are not getting paid. They have not been paid in almost a month. You know it from the TSA.

**CH** **Captain Maggie Hallahan** 34:53

Wow.

**SH** **Scott Humphrey** 34:57

Of course the lines at the airport are backed up for miles, but you know we got folks sitting there at Coast Guard VTS that haven't seen a paycheck and it's got to be hitting them hard and that has to be impacting safety around the Bay. So please keep them in your thoughts and and reach out to your representatives to encourage some compromise here.

To get the money flowing back to our Coast Guard folks.

**CH** **Captain Maggie Hallahan** 35:20

Absolutely. Thank you for that comment.

**SH** **Scott Humphrey** 35:23

Thank you everybody. I appreciate your time this afternoon. I'll get the notes produced for this meeting and get them up posted for with minutes for you to take a look at shortly.

**MD** **Moreno, Dominic (PRT)** 35:32

Thanks, Scott. Thank you. Bye.

**CH** **Captain Maggie Hallahan** 35:33

Great. Thanks. Thank you. Nice seeing everybody. Thank you. Bye.

**SM** **Scott, Monica (REC)** 35:33

Thank you. Nice to meet you all.

**SH** **Scott Humphrey** 35:34

Have a nice day, everybody. Good weekend. Bye.

● **Scott Humphrey** stopped transcription

November 18th, 2025

San Francisco Recreation and Park Department  
McLaren Lodge, Golden Gate Park  
501 Stanyan Street  
San Francisco, CA 94117

Attn: Recreation and Park Commission

**Re: Community Support for Maintaining Gashouse Cove Marina, San Francisco's Gas and Diesel Fuel Dock Operations**

Dear Commissioners:

We write as members and representatives of San Francisco's maritime and waterfront community—environmental advocates, swimmers, rowers, and youth maritime educators—to express our strong support for maintaining the Gashouse Cove gas and diesel fuel dock as part of the Marina Improvement and Remediation Project. This facility serves as critical infrastructure not only for emergency services, but for recreational access, maritime safety, and the preservation of San Francisco's 175-year maritime heritage.

**Critical Maritime Infrastructure**

The Gashouse Cove fuel dock is the only public fueling facility remaining on the San Francisco waterfront. It serves a diverse community of users including recreational boaters, commercial vessels, emergency responders, maritime youth programs, and visiting vessels from around the Bay and beyond. This facility includes not only fuel pumps, but also a pump-out station, oil spill response capabilities, and serves as an emergency extraction point for disabled vessels.

The loss of this facility would force all vessel operators—from the U.S. Coast Guard to Sea Scout training vessels—to transit to Sausalito or Emeryville for fuel. This represents not merely an inconvenience, but a fundamental threat to maritime safety and Bay access. During emergencies, when the 1989 earthquake recovery demonstrated the critical value of this facility, or during medical evacuations and search-and-rescue operations, every minute matters.

Example — SFPD Marine Unit: In fiscal year 2024–2025, the SFPD Marine Unit used the SF Marina Gashouse Cove Fuel Dock 86 times—70 gasoline and 16 diesel. Gasoline access is especially critical because roughly 80 percent of marine vessels run on gasoline, and unlike diesel, gasoline cannot be delivered by truck over the water.

**Recreational Access and Maritime Community**

San Francisco Bay is one of the world's premier sailing destinations, attracting recreational boaters from across Northern California and beyond. The availability of fuel on the San Francisco waterfront is essential to maintaining this vibrant maritime community. Visiting boaters patronize local marinas, restaurants, and businesses—contributing to San Francisco's economy and maritime culture. Eliminating the city's only fuel dock would effectively discourage recreational boating access to San Francisco, diminishing one of the Bay Area's unique recreational resources.

The Pacific Inter-Club Yacht Association (PICYA), representing over 100 yacht clubs across Northern California, has emphasized that accessible fuel infrastructure is not just convenient—it is essential for safe navigation of San Francisco Bay's sometimes challenging conditions. Boaters should not be forced to undertake risky crossings to distant fuel docks when conditions deteriorate or fuel runs low.

### **Youth Maritime Education**

For more than a century, Gashouse Cove has served as a training ground for San Francisco's youth maritime programs. The Sea Scouts, including the Makani Maritime Explorers and the SF Vikings (2023 National Champion Sea Scout Club), depend on this facility for their vessels and training operations. These programs teach young people seamanship, water safety, navigation, environmental stewardship, and leadership—skills that have launched countless maritime careers and built generations of Bay stewards.

The elimination of the fuel dock, boat lift, and associated small-craft berths would effectively end these youth programs' ability to operate from this historic location. This represents an unacceptable loss of opportunity for San Francisco's young people, particularly those from underserved communities who gain access to the Bay through these programs.

### **Environmental Stewardship and Practical Considerations**

As environmental advocates, we recognize the importance of remediating the legacy pollution from the historic manufactured gas plant. However, we must also advocate for solutions that maintain public access and avoid creating new environmental or safety hazards.

Critically, the California Regional Water Quality Control Board has confirmed that PG&E's cleanup does not require removal of the fuel dock. The navigational channel to the fuel dock has not been dredged in 35 years, yet maintains a natural depth of 8.5 feet at low tide through regular boat traffic. The State Water Board has confirmed this channel can remain in place and continue to be used without alteration.

We are also deeply concerned about SFRP's proposal to promote swimming and kayaking in waters adjacent to the Laguna Street combined sewer outfall, which occasionally

discharges untreated sewage into the Bay. This outfall has not been adequately disclosed in project materials, and promoting recreation in these waters raises serious public health concerns. The existing maritime uses—which occur on vessels rather than through direct water contact—represent a more appropriate use of waters affected by the sewer outfall.

### **Support for Local Maritime Industry**

The fuel dock also serves San Francisco's remaining commercial fishing fleet, charter operators, marine contractors, and other working waterfront users. The Port of San Francisco's current fuel infrastructure is inadequate and unreliable, with the Maxum diesel facility at Fisherman's Wharf out of service and in disrepair. Eliminating Gashouse Cove's fuel dock without a viable replacement would further diminish San Francisco's working waterfront and the maritime jobs that depend on it.

### **A Balanced Path Forward**

We urge the Recreation and Park Commission to adopt a balanced approach that accomplishes environmental remediation while preserving maritime access and infrastructure. Specifically, we call on the Commission to:

- **Maintain the fuel dock in its current location** during and after the PG&E remediation, as confirmed feasible by the Regional Water Board
- **Preserve the boat lift and small-craft berthing** that supports youth programs and recreational access
- **Fully disclose the Laguna Street sewer outfall** in all project materials and reconsider promoting water-contact recreation in affected areas
- **Conduct an independent review** of the project's financial assumptions and environmental analysis
- **Engage the maritime community** in developing alternatives that meet both cleanup and access goals

The loss of San Francisco's last fuel dock would represent an irreversible diminishment of public access to the Bay and a betrayal of the California Public Trust Doctrine that requires waterfront lands to be preserved for maritime and public purposes. The existing fuel dock infrastructure—upgraded by the State of California and serving the public effectively for over 60 years—should be preserved as the essential maritime infrastructure that it is.

We stand ready to work collaboratively with SFRP, PG&E, the Regional Water Board, and other stakeholders to achieve both environmental protection and maritime access. These goals are not mutually exclusive, and San Francisco's maritime community deserves solutions that honor both values.

Thank you for your consideration of these critical concerns.

**Respectfully,**

**Steven Welch**

Chair, Golden Gate Area Council Sea Scout Committee; San Francisco small-business owner

**Captain Maggie Hallahan**

Sea Scout Leader; Makani Maritime Explorers Leader; California Boating & Waterways Commissioner (*CA DBW Title represents personal position, not that of the Commission*)

**David Jackson**

Commodore, Pacific Inter-Club Yacht Association, representing over 100 yacht clubs across Northern California.

**Diane Walton**

San Francisco Baykeeper Board Member; Dolphin Swimming Club Board Member

**Erika Gliebe**

South End Rowing Club Board Member; Open Water Swim Coach

**Ian Wren**

Staff Scientist, San Francisco Baykeeper

**Patti Mangan**

Communications Director, South Beach Yacht Club; Producer, Sail Sport Talk; Executive Director, Fillmore Merchants Association; PICYA Staff Commodore

**Paul Lanzi**

Golden Gate District Commissioner, Scouting America

**Christiana Hoffman Inesi**

Sea Scout Leader, Makani Maritime Explorers Leader

**Captain Kate Thompson, R.N.**

USCG 50-Ton Master; Sailboat Captain; Registered Nurse

**Captain Kenneth Billiet-Shupe**

Skipper, Sea Scout Ship *Sea Fox*; Golden Gate Area Council, Scouting America

**Michael Schuck**

Parent of Sea Scout and Makani Youth

**Sabryna Holloway**

Parent of Sea Scout and Makani Youth

**Walter Howe**

Parent of Makani Youth

**Justin Disney**

Parent of Sea Scout and Makani Youth

**Corrina M. Rice**

Parent of Sea Scout Makani Youth

**Sam McMillan**

Grandparent of two Sea Scout Makani Youth

Pearci "PJ" Bastiany III

Sea Scout Makani Volunteer

**Matt Leffers**

Dolphin Swimming and Boating Club Member

**Jeffery Tong**

Dolphin Swimming and Boating Club Member

**Stuart Ganna**

Dolphin Swimming and Boating Club Member

**Chapte Ian**

Dolphin Swimming and Boating Club Member

**James Dilworth**

Dolphin Swimming and Boating Club Member

**John Robel**

Dolphin Swimming and Boating Club Member

**Sharon Wong**

Dolphin Swimming and Boating Club Member

**Janne Corn**

Dolphin Swimming and Boating Club Member

**William Kashner**

Dolphin Swimming and Boating Club Member

**Ken Corgn**

Dolphin Swimming and Boating Club Member

# San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | [info@bcdc.ca.gov](mailto:info@bcdc.ca.gov) | [www.bcdc.ca.gov](http://www.bcdc.ca.gov)

## **PERMIT NO. 2007.003.12**

(Originally Issued on May 5, 2008, and Amended Through August 13, 2021)

## **AMENDMENT NO. TWELVE**

## **EXCLUSIVE of AMENDMENT NO. SEVEN**

San Francisco Recreation and Park Department |  
City and County of San Francisco  
San Francisco Marina Small Craft Harbor  
1 Marina Green Drive  
San Francisco, CA 94123

On March 6, 2008 the San Francisco Bay Conservation and Development Commission, by a vote of 17 affirmative, 0 negative, and 0 abstentions, approved the resolution pursuant to which this original permit was issued. On June 30, 2010, the Executive Director approved Amendment No. One. On November 4, 2010, the San Francisco Bay Conservation and Development Commission, by a vote of 18 affirmative, 0 negative, and 0 abstentions, approved the resolution pursuant to which Material Amendment No. Two was issued. Moreover, on February 8, 2011, November 3, 2011, February 16, 2012, August 22, 2012, July 15, 2016, January 25, 2017, October 1, 2018, ~~and~~ December 3, 2018, and August 13, 2021, the Executive Director approved Amendment Nos. Three, Four, Five, Six, Eight, Nine, Ten, ~~and~~ Eleven, and Twelve, respectively. Amendments Nos. Eight, ~~and~~ Nine and Ten were issued prior to Amendment No. Seven.

### **I. Authorization**

- A. **Authorized Project.** Subject to the conditions stated below, the permittee, the City and County of San Francisco Recreation and Parks Department (RPD), is hereby granted permission to undertake maintenance dredging over a 10-year period at the San Francisco Marina West Basin, develop a sand trap below the entrance channel of the West Basin, renovate and upgrade the existing marina facilities within the West Basin, and implement various public access improvements, located in the Central Bay in the City and County of San Francisco. Authorized work includes the following activities:



# SAN FRANCISCO MARINA RENOVATION PROJECT

## Final Environmental Impact Report

San Francisco Planning Department  
Case No. 2002.1129E  
State Clearing House No. 2003122131

**Draft EIR Publication Date:**  
September 6, 2005

**Draft EIR Public Hearing Dates:**  
October 6, 2005 and January 12, 2006

**Draft EIR Public Comment Period:**  
September 6, 2005 – January 20, 2006

**Final EIR Certification Date:**  
January 11, 2007

# Box 1

## Property Ownership and Applicant Information (must be completed by all applicants)

### a. APPLICANT:

Owns project site       Leases project site       Homeowner Association owns/will own       Other Property Rights: \_\_\_\_\_

Name/Title: SF Recreation & Park District (RPD)

Address: 501 Stanyan Street

City, State, Zip: San Francisco, CA 94117

Telephone: (628) 642-6632 Fax: \_\_\_\_\_

Email: rec-sfmarinaproject@sfgov.org

I hereby authorize Paula Gill

to act as my representative and bind me in all matters concerning this application.

Monica Scott Digitally signed by Monica Scott  
Date: 2025.12.19 13:14:17 -08'00'

Signature of Applicant

Monica Scott

Print Name

12/19/2025

Date (mm/dd/yyyy)

APPLICANT'S REPRESENTATIVE:  None

Name/Title: Monica Scott, Project Manger (RPD)

Address: 501 Stanyan Street

City, State, Zip: Sn Francisco, CA 94117

Telephone: (628) 642-6632 Fax: \_\_\_\_\_

Email: monica.scott@sfgov.org

### b. CO-APPLICANT:

Owns project site       Leases project site       Homeowner Association owns/will own       Other Property Rights: access agreement

Name/Title: Pacific Gas & Electric Company (PG&E)

Address: 300 Lakeside Drive

City, State, Zip: Oakland, CA 94612

Telephone: (650) 203-3582 Fax: \_\_\_\_\_

Email: brenda.mcconathy@pge.com

I hereby authorize Paula Gill

to act as my representative and bind me in all matters concerning this application.

Brenda M. McConathy

Signature of Co-Applicant

Brenda M. McConathy

Print Name

12/19/2025

Date (mm/dd/yyyy)

CO-APPLICANT'S REPRESENTATIVE:  None

Name/ Title: Brenda McConathy, Manager (PG&E)

Address: 300 Lakeside Drive

City, State, Zip: Oakland, CA 94612

Telephone: (650) 203-3582 Fax: \_\_\_\_\_

Email: brenda.mcconathy@pge.com

### c. PROPERTY OWNER: Same As Applicant or Co-Applicant      OWNER'S REPRESENTATIVE: None

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby authorize \_\_\_\_\_

to act as my representative and bind me in all matters concerning this application.

Signature of Owner

Print Name

Date (mm/dd/yyyy)

**Problem 2: Loss of Fuel Dock Infrastructure**

**Fuel dock decommissioned by SFRP  
Emergency marine response danger  
Boaters must cross Bay for fuel**



**To name a few of our  
Agencies who need a San  
Francisco Fuel Dock and  
Marine Infrastructure**

**Federal Agencies**

United States Army Corps of Engineers

United States Coast Guard

**California State Agencies**

California Department of Fish and Game

Caltrans (CA Department of Transportation)

California Highway Patrol

California State Guard

**County-Level Agencies**

**Alameda County:**

Alameda County Fire Department

Alameda City Fire Department

Alameda Police Department

**Contra Costa County:**

Contra Costa County Fire

Contra Costa County Sheriff

**Marin County:**

Marin County Sheriff

Southern Marin Fire Department

**Napa County:**

Napa County Sheriff

**Sacramento County:**

Sacramento County Sheriff

**San Francisco County:**

San Francisco Fire Department

San Francisco Police Department

San Francisco Bar Pilots

**San Joaquin County:**

San Joaquin County Sheriff

**San Mateo County:**

San Mateo Sheriff

**Sonoma County:**

Sonoma County Sheriff

**City-Level Agencies**

Oakland Fire Department

Oakland Police Department

Pittsburg Police Department

San Rafael Police Department

Tiburon Fire Department

**Other Organizations**

Port Chicago Fire

Vessel Assist – [TowBoatUS](http://TowBoatUS.com)



**Increases risk to emergency marine response capability**



**Appendix VI  
Underground Storage Tank  
Monitoring System Certification Form**



TYPE OF ACTION     Installation     Repair     12 Month

<b>1. FACILITY INFORMATION</b>		
CERS ID 10057240	Certification Date 05-24-2024	
Facility Name Gashouse Cove Marina		
Facility Address 10 Marina Blvd	City San Francisco	ZIP Code 94123
<b>2. SERVICE TECHNICIAN INFORMATION</b>		
Company Performing the Certification R.L Stevens Co	Phone 510-889-0908	
Mailing Address P.O Box 361 San Leandro, Ca . 94577		
Service Technician Performing Test David Pereira		
Contractor/Tank Tester License Number 415807		
ICC Number 5240739	ICC Expiration Date 07-27-2024	
<b>3. TRAINING AND CERTIFICATIONS</b>		
<i>Manufacturer and Test Equipment Training Certifications</i>		<i>Expiration Date</i>
Incon level 2		10-24-2024
Vaporless LDT-890		06-21-2025
<b>4. CERTIFICATION BY SERVICE TECHNICIAN CONDUCTING TEST</b>		
<i>I hereby certify that the monitoring system is operational in accordance with California Code of Regulations, title 23, division 3, chapter 16, section 2638; that required supporting documentation is attached; and all information contained herein is accurate.</i>		
Service Technician Signature 	Date 05-24-2024	Total # of Pages 10

CERS = California Environmental Reporting System, GPH = Gallons Per Hour, ID = Identification, ICC = International Code Council, LLD = Line Leak Detector, NA = Not Applicable, SW = Single-Walled, UDC = Under-Dispenser Containment, UST = Underground Storage Tank, VPH = Vacuum/Pressure/Hydrostatic

Page 1 of 6

**In current compliance**

**From:** Grindy, Scott (REC) scott.grindy@sfgov.org   
**Subject:** RE: Question about West Harbor dredging schedule for Sea Scout trip  
**Date:** March 16, 2026 at 2:03 PM  
**To:** Maggie Hallahan   
**Cc:** Steven Welch stevenwelch22@gmail.com, Grindy, Scott (REC) scott.grindy@sfgov.org

---

Hello,

Each marina up and down the west coast of north America has similar issues of security but also misuse of access. Some have short term stop and go docks but still charge a small fee. The fee assists with the dock maintenance. The fee when not paid or misused in the system gives law enforcement under various regulations including the DBW California Boating Law to be enforced. As you are aware the port has at least one near Pier 1 at no charge with a time limit, but it is tied for use with a restaurant for the revenue linked to that dock.

You have probably heard about the many boater issues in the north bay and east delta areas where boats are both abandoned and or using available dock space in a marina to stop and then burglarize boats. We have had similar past issues as has most of the marinas around the bay. We also when as example an end tie is empty, junk boats get dumped at the dock. USCG also being close to the bridge dumps boats at our docks, requiring us to acquire grant funds to dispose of the junk boats. Dredging costs alone are causing many marinas to reduce and or close such as Vallejo.

Most marinas have specific guest docks in their design layouts where this marina was designed and approved differently. Boaters here have guest docks but locations with what is called "Temporary Suspension" which is where they put their berth as available to use as a guest berth to the marina office when they are away cruising or in the yard for repairs. If we rent their berth it reduces per day their cost by 75% per day. We have specific docks typically end ties for guest berthing.

As you may recall we have an east / west long dock in the east marina design that will be both serve as a small boat dock for regular berthing and a guest dock in the east harbor with public access during specific hours of the day. I will be retired by the time of completion and operation, but the noted dock could have a "loading" zone intent in one berth if the operation works with the business plan of the marina. The dock will also be with ADA accessible ramp as part of the design as well. Monica Scott [monica.scott@sfgov.org](mailto:monica.scott@sfgov.org) is the PM for that project and its best if you have questions on that dock or similar in the east harbor project questions to chat with her.

In general, every marina has a different "guest berth" program. The cost overhead of most of the regional marinas is reducing staff coverage. With less staff to help control the abuse issues there will be cost impacts to any operational marina. Touch and go works in some locations but not all and how each marina deals with its abuse of guest docks is also very different.

We have in both marinas a sewage pump out station. In general, that is a touch and

go dock but is limited to the dock the pump is at it is NOT a dock to park and load/unload. Abuses in our west marina have caused issues enough that we are considering security gates to the specific dock that has the pump out. Abuses from illegal charters, to picking and or releasing passengers. It puts liability on the marina for any personal accidents via the dock use, plus angers paying tenant customers of the amount of trespass and security issues. With two yacht clubs with their own berthing in the west marina, their docks are often used as the touch and go docks for their customer base. The present marina docks of the west marina due to the narrowness of the marina design do not really allow to have a load/unload berth without foot traffic walking a distance on occupied docks and then having to deal with a security one way gate.

With your board position role on DBW, it seems it would be prudent to find funding to provide versions of a touch and go dock with proper depths, and capacities in key bay area locations and statewide. (With no revenue generation it would probably not be considered a guest dock where there would be grant funds with pay back funding to be considered in the funding of the grant).

West coast wise, the marina industry is going through a major downward shift again, operating costs versus revenue are causing many marinas to consider shutting down completely and or reducing to best revenue generating berthing only. Not sure if you have gone through any marina operations training programs via AMI or similar but if not, it would be worth the time to do so.

Not sure if you are aware of the Pacific Coast Congress of Harbormasters and Port Managers, which reaches from Alaska to California, but their next spring conference is in Emeryville CA this April, and the link is attached, as there might be some opportunities of training and awareness in the marina field.

*Best Regards,*

*Scott Grindy  
Harbor Master CMM, CPE*

San Francisco Recreation and Park Department | City & County of San Francisco  
San Francisco Marina Small Craft Harbor | 1 Marina Green Drive | San Francisco,  
CA 94123  
PH: (415) 831.6324 | Fax: (415) 775.1060 [scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)



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Watch us on [sfRecParkTV](#)  
Sign up for our [e-News](#)

---

**From:** Maggie Hallahan <[REDACTED]>

**Sent:** Monday, March 16, 2026 12:04 PM  
**To:** Grindy, Scott (REC) <[scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)>  
**Cc:** Steven Welch [REDACTED]  
**Subject:** Question about West Harbor dredging schedule for Sea Scout trip

Hi Scott,

Thank you for the information and for explaining the current security considerations for the marina docks. I completely understand the concerns about tenant security and unauthorized use of the docks.

I will follow up with the yacht clubs and Chrissy as suggested regarding possible access through their facilities.

I did want to ask a broader question: why is there currently no designated public "touch-and-go" dock access at the San Francisco Marina? Given the Marina's role as a major public boating facility, it seems like some form of short-term public landing area could be helpful for boaters who simply need brief access without tying up long-term or using tenant docks.

I'm curious whether this has been considered in the past or if there are operational or policy reasons.

Thank you again for your guidance, and I appreciate the recommendation about using the west channel only at higher tides until the initial work is completed. How deep is it now at high tide.

Best regards,  
Maggie Hallahan

On Mar 16, 2026, at 11:53 AM, Grindy, Scott (REC) <[scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)> wrote:

Maggie,

The only "touch and go" that I would allow any vessels is via the two-yacht club owned docks and via the fuel dock area.

Our gates are locked with access only to our tenants. Marina gates are secured for boating tenants only, and other access is considered trespassing. Our customers often complain about "touch and go" of charters and similar activities in regard to their boat security concerns and misuse of our docks, I am sure you understand dock security matters.

You might want to reach out to one of the two yacht clubs as their docks especially the St FYC docks are less secured by gates, and you probably already have contact with their dockmaster staff as well.

Their email address is: Docks [docks@stfyc.com](mailto:docks@stfyc.com) or Chrissy at the Fuel Dock who you are already acquainted with at 415-567-6880.

Guest rates are for 24-hour period and are at \$2. Per foot per day this time of year with peak season rate of \$4. Per foot per day.

I highly recommend only accessing during high tides at this time for the west channel entry till the initial work is completed as noted earlier.

Best Regards,

Scott Grindy  
Harbor Master CMM, CPE

San Francisco Recreation and Park Department | City & County of San Francisco

San Francisco Marina Small Craft Harbor | 1 Marina Green Drive | San Francisco, CA 94123  
PH: (415) 831.6324 | Fax: (415) 775.1060 [scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)



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Like us on Facebook  
Follow us on Twitter  
Watch us on sfRecParkTV  
Sign up for our e-News

From: Maggie Hallahan <[REDACTED]>  
Sent: Monday, March 16, 2026 11:34 AM  
To: Grindy, Scott (REC) <[scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)>  
Cc: Steven Welch <[REDACTED]>  
Subject: Re: Question about West Harbor dredging schedule for Sea Scout trip

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Scott,

Thank you.

We are planning to go out on Saturday, April 4, 2026 with Golden Bear, and one of our volunteer sailboats may also come in to West Harbor to take some youth aboard.

If they do join, where would be a good place for them to touch and go to board our Sea Scouts? The vessel draws about 5–5½ feet.

Best,  
Maggie

On Mar 16, 2026, at 11:24 AM, Grindy, Scott (REC) <[scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)> wrote:

Hello Maggie,

Permitting was just approved on this past Friday late afternoon.

We are awaiting the contractor for information on mobilization schedule via our consultants, but we anticipate initiation of the work to begin sometime this week. The initial effort will be 2,500 CY of knockdown, then actual dredging is anticipated to start on or about the 20th of March. As you would know the fish window along with the various permit activities add to the effort of dredging approvals. Anticipate due to volume and contractor equipment size this may be two to three months of effort.

In the San Francisco bay, except for the ship channel areas, all dredging is by clam shell only for many years. Hydraulic is not allowed.

Please refer to the attachments for the various disposal questions of the dredge spoils.

Navigation activities and notices will be via the contractor to USCG etc.

Navigation activities and notices will be via the contractor to USCGC etc.

Our internal notices to our customers will include contact information for the dredger if active in the channel when vessels are to transit through that information is as follows:

- 1. Cell phone on the excavator/crane barge performing the dredge work. Rick cell 415 601 1024
- 2. Marine radio channel for hailing by recreational vessels in/out bound of the channel. VHF 77

The Sea Scout Adventure you are mentioning, will your group be entering as a tour or using our docks as I do not have any reservations regarding dock use?

What days do you anticipate the activity to occur?

Note your email system appears to be duplicating your sent emails as I received 2 identical ones within 2 minutes of each other, I have attached the duplicated emails for your reference.

Best Regards,

Scott Grindy  
Harbor Master CMM, CPE

San Francisco Recreation and Park Department | City & County of San Francisco  
San Francisco Marina Small Craft Harbor | 1 Marina Green Drive | San Francisco, CA 94123  
PH: (415) 831.6324 | Fax: (415) 775.1060 [scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)



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From: Maggie Hallahan <[m\[REDACTED\]@sfgov.org](mailto:m[REDACTED]@sfgov.org)>  
Sent: Monday, March 16, 2026 10:41 AM  
To: Grindy, Scott (REC) <[scott.grindy@sfgov.org](mailto:scott.grindy@sfgov.org)>  
Cc: Steven Welch <[s\[REDACTED\]@sfgov.org](mailto:s[REDACTED]@sfgov.org)>  
Subject: Question about West Harbor dredging schedule for Sea Scout trip

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Scott,

Hope you are well.

Do you have any information about the upcoming dredging at the West Harbor entrance at the San Francisco Marina? We are planning an upcoming Sea Scout adventure and would like to understand how the dredging may affect access to the harbor.

Specifically, could you share:

- Anticipated start and finish dates for the dredging
- The method of dredging that will be used
- Whether there will be navigation restrictions at the harbor entrance during operations
- Where the dredged sand or sediment will be placed or disposed

Having this information will help us plan safely for youth boating activities.

Thank you very much for any details you can share.

Best regards,  
Captain Maggie Hallahan

Maggie Hallahan



Maggie Hallahan



Maggie Hallahan



Mail

Attachment.eml



Mail

Attachment.eml

As part of the plan, the Gashouse Cove fuel dock — a fixture in the East Harbor for generations, and one of the few public fuel docks in San Francisco — will be relocated to the West Harbor, near the St. Francis Yacht Club. The East Harbor fuel tanks are underground; plans for a new West Harbor fuel dock have not been finalized.

Chrissy Kaplan, operator of the Gashouse Cove fuel dock for more than 50 years, told commissioners Thursday that her dock has come to the aid of the waterfront during emergencies as a fuel station for fireboats. “I object to the design concept for this project,” she said. “You are eliminating a resource that is not broken.”

Anderson said there will be no interruption in fuel service during the construction process.

---

Summary: Tenants of the San Francisco Marina Remodel express deep concern that proposed changes prioritize aesthetics over a functional working waterfront, risking displacement, reduced affordability, and loss of essential services. Key issues include rising berth costs, limited access, reduced parking, and insufficient consideration of operational needs, alongside fears that relocating critical infrastructure like the fuel dock could compromise emergency response and public safety due to congestion and poor access during major events. Tenants also highlight the importance of maintaining youth programs, small craft access, and marine services, emphasizing that the marina should remain an inclusive, affordable hub for boating rather than becoming a park-like space that excludes long-standing users and undermines financial sustainability through reduced occupancy and engagement.

3/29/2026

To any interested party:

My name is Ed Tavasieff. I have been a tenant in the East Harbor known as Gas House Cove for over 40 years.

Currently there are plans to renovate the East Harbor that include moving the fuel dock to the West Harbor. It is my opinion that doing so, will result in unforeseen difficulties rendering the usefulness of the proposed fuel dock unacceptable.

First, there is the moving of such infrastructure to a new location and the cost involved. These monies could be used more effectively in creating more revenue generating berthing in the East Harbor.

Second, currently the fuel dock is used by emergency personal on a regular basis for fuel, safety operations, homeland security, marine enforcement, injured egress, and event localization for emergency services. Agencies such as The United States Coast Guard, San Francisco Police, San Francisco Fire Dept. etc. depend upon the easy, centrally located access point, that the current fuel dock provides. These services are necessary to carry out essential daily routines that provide for the public safety. Moving the fuel dock to the West Harbor will cause a significant impact to these essential services and public safety in turn. The West Harbor proposal would not allow these essential services to operate at the capacity they provide now, due to overcrowding in the waterway by boat traffic and a never-ending need for dredging. Especially during events.

Third, the West Harbor is host to many events that involve heavy use of the narrow waterway to transit the West Harbor. Events such as the Blue Angles or Big Boat Series, or Sail GP, etc. involve many boats and support vessels transiting the Harbor. Police, fire, other Bay Area agencies trying to get fuel or care for the injured and carry out their jobs would be unable to reach the proposed fuel dock during these times.

Fourth, the West Harbor does not have easy access to marine/ land-based services such as an ambulance during the above-mentioned events. Closed off streets and significant pedestrian

traffic would prevent prompt medical services to reach an injured person, in a timely manner, who is being transferred from marine emergency services to an ambulance.

The necessity of the current fuel dock in the East Harbor cannot be over emphasized. Its location, ease of access from sea to land, remoteness from the congested event confusion found in the West Harbor and not having to rely on yearly dredging to access fuel etc. highlights its importance.

To realize its importance is easily done just by going down and hanging around and seeing with your own eyes.

On a side note: the boat hoist has been decommissioned for many years much to the loss of mariners who would otherwise have access to the Bay and are now forced to travel far to launch their boats. This hoist was used extensively during its operational period by everyone for fishing, sailing, maintenance, and safety.

What a shame such a strategically located marina is being disregarded and made into a useless park that provides nothing to the boating public and puts further financial burden on the Harbor. We have so many parks in this vicinity such as Aquatic Park, Fort Mason Park, Moscone Park, Crissy Field Park, Tunnel Top Park etc. and hardly any parks for boats.

There was a time, when San Francisco “knew how”, and the East Harbor was enjoyed by all, from Hunters Point to Pacific Heights. Boating was affordable, every berth was occupied, and the waiting list was extensive. Since then berth rates have increased ten-fold, and more, and as a result only a fraction of boating enthusiasts can afford using the harbor anymore. As the rates continue to increase the number of abandoned vessels and empty berths increases putting financial stress on the Harbor.

We recently had a 30% increase in berth rates in order to cover harbor expenses like dredging. As would be expected this forced even more vacancies and loss of revenue. As this revenue continues to decrease it may become necessary to increase berth rates again, causing current berth holders to shoulder harbor expenses or abandon their boats or look for safe harbor elsewhere. More lost revenue and financial suicide for the Harbor is likely.

The solution to this dilemma is creating as many berths as possible in the East Harbor and make it attractive and affordable for everyone. Currently this is not the case. The proposed plan includes one access gate that is remote and often closed during events. Berth rates are going to be almost double what rates are now in the East Harbor. Only a small fraction of the berths will be 25' eliminating most of the boating public who would rather keep their boats in the water and not have to trailer and launch their boats every time. Parking access is also very limited at the proposed gate access point and will make moving gear back and forth difficult and timely. This area is also very popular for the public to park or sit on the bench and enjoy the activities and views of the Bay, further restricting necessary access to one's boat.

Several of us made a proposal that would add 65 berths to the current plan and provide 3 more gates to access boats and that would not be impacted by event closures. This was promptly dismissed by the project manager over a very minor technicality. Given the importance of more occupancy to the financial health of the Marina, we were shocked.

The proposed plan also creates a one-way direction for vehicular traffic and eliminates approximately 50 + parking spaces. This action will make access to berths even more difficult. These issues and more could have been addressed and avoided if boaters were just asked. Meetings have proven useless thus far.

Boats are no more a luxury than a set of golf clubs or a horse or tennis racket, or surfboard or any part of any form of recreation one participates in. Boats are just what you need to be a boater.

I am saddened to have to leave the East Harbor after more than 40 years, but I am hopeful that there may yet be a solution to address the financial stability and affordability of the East Harbor. This can happen only if people who are able to bring common sense to this plan will listen and take the necessary action to make the East Harbor a success for all.

Ed Tavasieff

Commercial Fisher

edso\_fish@hotmail.com

FILE NO.

RESOLUTION NO.

1 [Settlement of Unlitigated Claim - Pacific Gas & Electric Company - Not to Exceed \$190  
2 million]

3 **Resolution approving settlement of the City's claims against Pacific Gas & Electric**  
4 **Company ("PG&E") concerning environmental pollution at the Marina East Harbor; City**  
5 **to dismiss claims against PG&E pursuant to cost-sharing agreement whereby PG&E**  
6 **and City will cooperate on the environmental cleanup and reconstruction of the Marina**  
7 **Yacht Harbor; PG&E to pay up to \$190 million toward the cleanup and reconstruction,**  
8 **with the Recreation and Park Department to repay PG&E up to \$29.4 million over 30**  
9 **years solely out of Marina revenues; other material terms include possible recording of**  
10 **land use covenants, mutual indemnity, and each party to bear its own legal costs.**

11  
12 WHEREAS, on January 18, 2001, the City commenced an action entitled *City and*  
13 *County Of San Francisco v. Pacific Gas & Electric Company, et al.*, No. C 01-0316 SBA,  
14 United States District Court, Northern District of California, against PG&E, arising out of the  
15 presence of the chemical compounds at the East Harbor Marina in San Francisco; and

16 WHEREAS, on June 2, 2004, the court dismissed the action without prejudice, in order  
17 to allow the PG&E and the City to negotiate a settlement for the investigation and cleanup of  
18 pollution at the site; and

19 WHEREAS, from 2004 through 2020, the parties entered into a series of cost sharing  
20 agreements enabling them to work together to develop a solution for site cleanup and  
21 reconstruction; and

22 WHEREAS, PG&E has now agreed to a settlement of the matter, calling for City to  
23 issue a full and final release of its claims against PG&E regarding the pollution at the site, in  
24 exchange for PG&E funding the parties to jointly perform the planning, outreach, design,  
25

1 environmental review, permitting, and construction of a potential project to clean up and  
2 reconstruct the East Harbor and the adjoining West Harbor, with the intention of addressing  
3 environmental remediation concerns, promoting environmental stewardship, and providing the  
4 public with increased recreational opportunities and water access amenities, all in a financially  
5 sustainable and holistic manner; and

6 WHEREAS, the settlement requires PG&E to pay up to \$190 million ("not-to-exceed  
7 Settlement Amount") in project costs and provide financial assurances for the project, and for  
8 the Recreation and Park Department to reimburse PG&E up to \$29.4 million in project costs at  
9 zero interest on a 30-year term beginning three years after project completion; and

10 WHEREAS, the Recreation and Park Department reimbursement to PG&E shall be  
11 payable solely out of Marina revenues, and City will not be required to appropriate general  
12 fund dollars for the repayment in the event Marina revenues are insufficient to cover the  
13 reimbursement; and

14 WHEREAS, the Recreation and Park Commission has recommended settlement; and

15 WHEREAS, the settlement does not obligate the City to approve a project at the Site,  
16 and any decision regarding a potential project shall be subject to environmental review under  
17 the California Environmental Quality Act and further regulatory and City approvals as required  
18 by law following completion of planning and design of plans for the Site; now, therefore, be it

19 RESOLVED, that pursuant to Administrative Code, Section 10.24(b), the Board of  
20 Supervisors hereby authorizes the City Attorney to settle the action, with PG&E financing the  
21 project based on a not-to-exceed Settlement Amount of \$190 million, and the City repaying  
22 PG&E up to \$29.4 million solely out of Marina revenues at no interest on a 30 year term  
23 beginning three years after project completion. Other material terms include dismissal of the  
24 action with prejudice, mutual indemnity, and each party to bear its own legal costs; and be it  
25

1 FURTHER RESOLVED, that the Board of Supervisors authorizes the Recreation and  
 2 Park Department General Manager to enter into any modifications and amendments to the  
 3 settlement agreement, including to any of its exhibits, and authorizes the General Manager to  
 4 execute further agreements related to the settlement, including land use covenants that may  
 5 need to be recorded against the site by the Department of Real Estate in connection with the  
 6 approval of the site cleanup, that the General Manager determines in consultation with the  
 7 City Attorney are in the best interests of the City and do not materially increase the obligations  
 8 or liabilities of the City, are necessary or advisable to effectuate the purposes of the  
 9 settlement or this Resolution, and are in compliance with all applicable laws, including the  
 10 City's Charter.

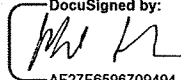
13 APPROVED:

14 DENNIS J. HERRERA  
15 City Attorney


16 /s/  
17 RONALD P. FLYNN  
18 Chief Deputy City Attorney

RECOMMENDED:

RECREATION AND PARK DEPARTMENT

DocuSigned by:  
  
AF27F6596709494...  
Phil Ginsburg  
General Manager

APPROVED:

  
ASHLEY SUMMERS  
Secretary, Recreation and Park Commission

23 n:\lit\l2021\001099\01507457.docx

**EXECUTION COPY**  
**SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE**

**Case Name:** **City And County of San Francisco v. Pacific Gas and Electric Company,**  
**et al., No. C 01-0316 SBA, United States District Court, Northern District**  
**of California**

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## SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of the last day of execution of this document by and between the following Parties (collectively "Parties"):

1. Plaintiff City and County of San Francisco, by and through its Recreation and Parks Department ("City"); and
2. Defendant Pacific Gas and Electric Company ("PG&E");

### RECITALS

WHEREAS, the City owns and operates a public park and recreational marina at the Marina East Harbor and the Marina West Harbor (collectively "Marina Yacht Harbor" or "Site"); and

WHEREAS, PG&E and others previously owned and operated a coal gasification plant in the vicinity of the Site that produced materials which may be found at the East Harbor Marina, and elevated concentrations of chemical compounds including polycyclic aromatic hydrocarbons have been discovered in subsurface soils and sediments underlying the East Harbor Marina; and

WHEREAS, on January 18, 2001, the City commenced an action entitled *City and County Of San Francisco v. Pacific Gas & Electric Company, et al.*, No. C 01-0316 SBA, United States District Court, Northern District of California ("Action"), against PG&E, arising out of the presence of the chemical compounds at the East Harbor Marina; and

WHEREAS, on June 2, 2004, the court in the Action entered an order dismissing the Action without prejudice, in order to allow the Parties to attempt to carry out a settlement related to the investigation and cleanup of the chemical compounds at the East Harbor Marina; and

WHEREAS, the Parties previously agreed to a nonbinding Term Sheet that sets forth the elements of a proposed Settlement, and provided the basis for continued negotiations, which culminated in this final Settlement Agreement;

WHEREAS, the Parties have previously entered into a series of interim Cost Sharing Agreements, while they reserve their rights to assert their respective positions concerning the Action, the most recent of which is attached hereto as Appendix C ("ICSA") and incorporated herein by reference; and

WHEREAS, the City and PG&E now wish to settle and dismiss the Action;

WHEREAS, as part of the settlement the Parties desire to jointly work on the planning, outreach, design, environmental review, permitting, construction, and completion of a project at the Site that will address environmental remediation concerns, enable environmental stewardship, and provide the public with increased recreational opportunities and water access amenities, all in a financially sustainable and holistic manner ("Project"); and

WHEREAS, as a part of this settlement PG&E has agreed to fund the Project up to a certain amount ("Not-to-Exceed Settlement Amount") and provide required Financial Assurance to the Water Board for the Project as required by that agency pursuant to California regulations, and the City has agreed to repay a portion of the Not-to-Exceed Settlement Amount, pursuant to the terms set forth herein;

WHEREAS, this settlement is the compromise of disputed claims and is not to be construed as an admission of liability on the part of PG&E, which expressly denies any such liability;

WHEREAS, PG&E and City understand and acknowledge this settlement agreement is subject to all requisite final City and PG&E approvals, including approval by the San Francisco Recreation and Park Commission, the San Francisco Board of Supervisors, and PG&E Executive Management, each acting in its sole discretion;

NOW, THEREFORE, in consideration of the foregoing Recitals, the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PG&E agree as follows:

## **Article 1      DEFINITIONS**

(1)      “Agreement” means this Settlement Agreement, including all attached and associated appendices, including but not limited to Appendix A (“Project Management Plan”), Appendix B (“Project Budget”), as each may be formally or informally amended.

(2)      “Project” means the joint planning, outreach, design, environmental review, permitting, construction, and completion of a project at the Site that will address environmental remediation concerns, enable environmental stewardship, and provide the public with increased recreational opportunities and water access amenities, all in a financially sustainable and holistic manner.

(3)      “Project Budget” means allocation of the Not-To-Exceed Settlement Amount described in Section 3.1 as agreed upon by the Parties, with estimated expenditures detailed in Appendix B; the Project Budget may be informally amended by the Parties without a formal modification of this Agreement in accordance with the Project Management Plan and Section 3.4, if the informal modification does not change the Not-to-Exceed Settlement Amount; any change to the Not-to-Exceed Settlement Amount requires a formal modification in compliance with City requirements and PG&E governance policies.

(4)      “Project Costs” are the necessary costs mutually agreed to by the Parties in accordance with this Agreement to achieve Project completion.

(5)      “Project Management Plan” refers to the plan for how the Parties will jointly manage and execute the Project, as set forth in Section 5.4. The current version of the Project Management Plan is attached as Appendix A and may be amended informally as mutually agreed by the Parties

## **Article 2      CONDITIONS OF SETTLEMENT**

### **2.1      Environmental Review**

The City and PG&E acknowledge that further development and design are necessary to identify the actions and activities necessary to implement the Project in a manner that achieves all necessary environmental approvals, including but not limited to the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act (NEPA). The Parties mutually agree to work together to achieve all necessary Project environmental reviews and approvals. The Parties acknowledge that the Project may change as a result of the environmental review, and

that the City is required under CEQA to retain discretion to modify the Project or adopt mitigation measures to address identified significant environmental impacts, select an alternative identified during the environmental review process, or disapprove the Project if the environmental impacts are not outweighed by the economic and social benefits of the Project.

## **2.2 PG&E Approvals.**

The City and PG&E each understands and agrees that this settlement, including all terms of this Settlement Agreement is contingent upon approval by PG&E's Executive Management as outlined in its governance policies.

## **2.3 City Approvals.**

The City and PG&E each understands and agrees that this settlement, including all terms of this Settlement Agreement, is contingent upon the formal adoption of a resolution authorizing the settlement and Settlement Agreement by the San Francisco Board of Supervisors acting in its sole discretion.

# **Article 3 CONSIDERATION**

## **3.1 Settlement Amount.**

The Not-to-Exceed Settlement Amount of \$190M includes a (1) Target Budget Amount of \$130M, (2) Contingency Amount of \$30M, and (3) Excess Contingency Amount of \$30M. If Project Costs are projected to rise above the Target Budget Amount, Project scope elements may be removed, or value engineering options considered, by mutual agreement of the Parties as set forth in the Project Management Plan. Attached hereto as Appendix B (Project Budget) is a table setting forth the Parties' best estimate of the initial allocation of costs within the Target Budget Amount.

## **3.2 Cost Sharing.**

Project Costs up to \$160M will be shared on a 91%/9% basis. PG&E is responsible for 91% (up to \$145.6M) and the City is responsible for 9% (up to \$14.4M). Project Costs above \$160M and below \$190M will be shared on a 50%/50% basis. All Project Costs will be initially funded by PG&E with the City's share reimbursed as detailed in Section 3.3. In no event short of the Parties agreeing to a formal modification of this Agreement shall the City be obligated to pay costs in excess of \$29.4M. In no event, short of the Parties agreeing to a formal modification of this Agreement shall PG&E be obligated to pay costs in excess of \$160.6M.

## **3.3 City Repayment Share.**

Within 90 days of receipt and payment of all Project Costs, the Parties shall jointly determine the total amount of Project Costs that City must pay PG&E under Section 3.2 and Section 3.4.1 (the "Repayment Amount"), and prepare a schedule for City's payment thereof. The Repayment Amount will be payable solely out of Marina revenues. The payment schedule shall assume regular annual installments based on zero interest over a 30-year repayment term, with the annual installment amount calculated by dividing the total Repayment Amount by 30. The first payment shall be due beginning after the third year after the Recreation and Park Department regains beneficial occupancy of the Site. The City may pre-pay the Repayment Amount at any time. In the event City has not paid the full Repayment Amount by the end of the 30-year repayment term, interest shall

accrue on the unpaid amount as determined by the then-prevailing pre-judgment interest rate set per the California Civil Code.

### **3.4 Adjustments to Target Budget and Use of Contingency.**

#### **3.4.1 Informal Budget Adjustment – Up to \$190M.**

The Project Budget set forth in Appendix B may be adjusted up or down as mutually agreed by the Parties within the Not-to Exceed Settlement Amount of \$190M without a formal modification to this Agreement. Any increase above the Target Budget (\$130M) shall first use the Contingency Amount and then the Excess Contingency Amount as the Project is implemented. Any Project Budget increase above \$160M requires written approval of both the Recreation and Park Department General Manager and the PG&E Director of Environmental Remediation. Appendix A will be amended accordingly to reflect mutually agreed changes in project elements and budget adjustments and to reflect the current Project Budget.

#### **3.4.2 Formal Budget Adjustments – Above \$190M**

Any Project Budget adjustment that exceeds \$190M requires a formal modification, executed in accordance with City requirements and PG&E governance policies. Neither Party is obligated to enter into contracts, including contract change orders, and amendments that will cause the Project Budget to exceed \$190M, regardless of Project status. In the event a proposed contract, contract change order or contract amendment for the Project will cause the Project Budget to exceed \$190M, the Parties shall work together to reduce the proposed contract scope and budget such that the Project Budget does not exceed \$190M. Should the Parties mutually agree to execute a formal modification to this Agreement to increase the Project Budget beyond \$190M, the Parties will also provide for cost sharing of such increase.

#### **3.4.3 Project Suspension**

If Project Costs are projected to rise above \$190M at any time before receipt of all final Project construction bids, either Party may temporarily suspend the Project. Upon suspension, the Parties shall work together to reduce the Project scope and budget so that Project Costs do not exceed \$190M. Neither Party is obligated to agree to a Project Budget exceeding \$190M.

#### **3.4.4 Project Guarantee and Financial Assurance**

Within 180 days of Execution of this Agreement by both Parties, PG&E will guarantee 91% of the initial project budget of \$160M plus 50% of the \$30M Excess Contingency (collectively, the "Guarantee Amount"). PG&E may provide the Guarantee using financial mechanisms of its choice, subject to City approval which shall not be unreasonably withheld, and the costs of securing the Guarantee shall be a Project Cost. Should the Regional Water Quality Control Board - San Francisco Bay Region (SFRWQCB) require financial assurances in any Order it issues to PG&E for remediation of the East Harbor, the financial assurances provided by PG&E to the SFRWQCB under the Order shall be considered a City approved financial mechanism, the amount of such financial assurances shall be credited towards the Guarantee Amount, and their cost shall be a Project Cost. The Guarantee Amount shall be adjusted annually as Project Costs are spent. The City may waive all or any portion of the Guarantee during the course of the Project at its sole discretion. No Guarantee shall be required after completion of Project construction.

### **3.5 Unexpended Settlement Amount.**

Upon final completion of the Project to the satisfaction of the City, any funds within the \$190M Not-to-Exceed Settlement Amount that are not spent pursuant to the final Project Budget as determined in the final Appendix B shall no longer be available to the City for any purpose and shall belong to PG&E.

### **3.6 Use of Contingency.**

The Parties shall manage the work such that the Contingency and Excess Contingency funds are allocated in a manner that best meets Project objectives of addressing environmental remediation concerns, enabling environmental stewardship, and providing the public with increased recreational opportunities and water access amenities, in a financially sustainable and holistic manner.

## **Article 4 PROJECT EXPENDITURES**

### **4.1 Design and Construction Costs.**

Project Costs shall be paid subject to written approval of both Parties, based upon the submission of periodic payment applications, as authorized under the Project Management Plan. Payment for Project Costs will be made in arrears and only for work performed to the satisfaction of the Parties. Paid Project Costs shall be tracked as Project expenditures.

## **Article 5 PROJECT WORK**

### **5.1 Best Efforts.**

The Parties agree to use best efforts and cooperate in good faith towards the planning, outreach, design, permitting, construction, and completion of the Project to meet the following objectives: 1) keeping within the Target Budget Amount of \$130M, 2) working towards a design that will allow the City to perform Marina business operations including, but not limited to, repair, leasing, and future maintenance dredging of its berthing areas; 3) addressing environmental remediation concerns, 3) enabling environmental stewardship; and 4) providing the public with increased recreational opportunities and water access amenities. Meeting Project objectives shall be accomplished in a financially sustainable and holistic manner.

The Parties acknowledge that costs are uncertain and that both Parties will use their best efforts during the planning, outreach, design, permit, contracting and construction stages to minimize costs while meeting key budget objectives.

### **5.2 Schedule.**

The Parties agree to proceed with due diligence through the permitting, procurement and construction portions of this Project. The goal is to start Project construction in 2025, in accordance with the Project Management Plan.

### **5.3 Preliminary Settlement Concept.**

The preliminary concept elements below inform the Target Budget Amount of \$130M. These elements may change by mutual agreement of the Parties during implementation of the Project due to various factors, including, but not limited to cost, feasibility, permit requirements schedule, public outreach and environmental review. If during Project

execution, Project Costs are projected to rise above the Target Budget Amount of \$130M, the Parties will consider value engineering options and/or remove scope elements by mutual agreement as described in this Agreement and in the Project Management Plan.

**5.3.1 Pre-construction**

- i. Planning and Community Outreach
- ii. Preliminary Design
- iii. Environmental Review
- iv. Permitting
- v. Full design
- vi. Contracting

**5.3.2 East Harbor: Potential Key Elements.**

- i. Marina removal
- ii. Site work to obtain SFRWQCB approval
  1. Dredging /capping as necessary of northern area
  2. Capping of southern area
  3. Side slope walls/permeable barriers
- iii. Floating walkway to Fort Mason with possible water taxi connection
- iv. Kayak/SUP launch area and conversion of EH Fuel dock
- v. Marina replacements/rebuild of approximately 172 slips
- vi. Walkway on existing breakwater, as budget allows
- vii. Project Management, Construction Management
- viii. Contingency

**5.3.3 West Harbor: Potential Key Elements.**

- i. Removal of wave attenuator for reuse or disposal
- ii. Relocation of East Harbor Fuel Dock
- iii. Addition of West Harbor breakwater (including jetty extension)
- iv. Addition of approximately 235 slips to West Harbor
- v. Project Management, Construction Management
- vi. Contingency

**5.4 Project Management Plan.**

All design and construction will be performed in accordance with a Project Management Plan, the current version of which is attached as Appendix A. The purpose of the Project Management Plan shall be to address how the parties will coordinate on the proposed Project. The Project Management Plan may be modified informally and on an ongoing

basis by the Project team, with approval from Senior Management as described in the Project Management Plan. The Project Management Plan is intended to address the following topics:

- a. Procurement and Contracting Strategy
- b. Resource Allocation
- c. Project Management (PM) / Responsible, Accountable, Consulted and Informed (RACI) Chart
- d. Dispute Resolution – Technical Disputes
- e. Internal Labor Invoicing
- f. Cost Tracking
- g. Contractor Bonding
- h. Outreach (Community Engagement)
- i. LUC
- j. Construction Warranty
- k. Contract Documents
- l. Contractor Insurance

#### **5.5 Prevailing Wage Rates.**

The latest Wage Rates for Private Employment on Public Contracts in San Francisco County, as determined by the Director of the California Department of Industrial Relations, as the same may be changed during the term of this Agreement, are hereby incorporated herein by reference. PG&E agrees that prevailing wage rates shall apply to the Project work and will include, in any contract or subcontract relating to the Project, a requirement that all persons performing labor shall be paid not less than the highest applicable prevailing rate of wages.

#### **5.6 Contract Documents.**

The contract documents that may be prepared for the Project work in accordance with the Project Management Plan and any other agreements relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible.

#### **5.7 City's Charter and Administrative Code.**

As applicable, the contract documents shall be subject to, and PG&E agrees to comply with, all applicable provisions of the City's Charter and Administrative Code regarding public works construction contracts, including but not limited Chapter 6 of the San Francisco Administrative Code which is incorporated herein by this reference as if set forth in full.

#### **5.8 Project Managers.**

PG&E and City shall each designate a Project Manager. The Parties shall use best efforts to maintain the same Project Manager throughout the duration of the Agreement. The duties and obligations of the Project Managers are set forth in the Project Management Plan.

### **5.9 Internal Labor.**

Necessary hourly time spent on Project tasks by the City's Project Manager, the City's Planner within the Recreation and Park Department, PG&E's Project Manager, and the Project Cost Engineer (retained by PG&E) may be billed to the Project, regardless of their position as employees of the City or PG&E.

## **Article 6 INDEMNITY AND LUCS**

### **6.1 General Indemnity – PG&E.**

PG&E shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages of every kind and character, arising from its performance of Project work. PG&E shall indemnify City against all future claims of manufactured gas plant contamination in the East Harbor, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PG&E, its officers, agents or employees, in which case damages will be apportioned pro rata under the California doctrine of comparative fault, and except that the City will indemnify and defend PG&E against any such claims based on noncompliance by the City with the terms of any LUC at the East Harbor Marina, future changes of use, or dredging in the East Harbor Marina that is deeper than allowed by the remediation design (which will include a design dredging depth and other design elements to enable the City to continue to perform periodic dredging for operational purposes).

### **6.2 General Indemnity – City.**

The City shall defend, indemnify, and hold PG&E, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages of every kind and character, arising from its performance of Project work and its Marina operations, including all future claims of contamination in the West Harbor, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees, in which case damages will be apportioned pro rata under the California doctrine of comparative fault.

### **6.3 Land Use Covenants (LUC).**

Subject to approval from the State Lands Commission and other applicable agencies, and subject to City approval which shall not be unreasonably withheld, City will place LUCs on the Project area if required by the Regional Water Quality Control Board or another regulatory agency.

## **Article 7 RIGHTS IN PROJECT WORK**

### **7.1 Ownership**

Any interest of PG&E or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by PG&E or its subcontractors and/or any of the Project work performed by PG&E under this Agreement shall become the property of City and title will be deemed transmitted to City.

## **Article 8 DISPUTE RESOLUTION PROCEDURE**

### **8.1 Dispute Resolution.**

The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance or receipt of services under this Agreement, including those related to non-payment or disputed invoices, ("Disputes") in accordance with an escalation process detailed in the Project Management Plan. After the Parties have exhausted the informal dispute resolution process, then, if agreed by both Parties in writing, the Parties shall attempt non-binding alternative dispute resolution. Should dispute resolution under this section be unsuccessful, then enforcement of the terms of this Settlement Agreement may be by a separate action brought by either Party, each Party to bear its own legal fees and costs.

### **8.2 No Work Stoppage.**

The status of any Dispute notwithstanding, the Parties shall proceed diligently with the performance of each Party's obligations under this Agreement.

### **8.3 Fees and Costs.**

Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

## **Article 9 MUTUAL RELEASE AND DISMISSAL**

### **9.1 PG&E's Release.**

Upon final completion of the Project, PG&E agrees to fully and forever release and discharge City and its boards, commissions, officers, directors, employees and agents, from all actions, causes of action, damages and claims that arise from or are in any way related to the Action.

### **9.2 City's Release.**

Upon final completion of the Project, the City agrees to fully and forever release and discharge PG&E and its officers, directors, employees and agents, from all actions, causes of action, damages and claims that arise from or are in any way related to the Action.

### **9.3 Dismissal.**

Within 60 days after final execution and approval of the Settlement Agreement the City shall dismiss the Action in its entirety with prejudice. Enforcement of the terms of this Settlement Agreement may be by a separate action brought by either Party, each Party to bear its own legal fees and costs. Enforcement may include, without limitation, (1) PG&E's compliance with the San Francisco Regional Water Quality Control Board's Order for remediation of the East Harbor, and (2) PG&E's financial assurances for the Project Costs.

## **Article 10 GENERAL PROVISIONS**

### **10.1 Notices to the Parties.**

Unless otherwise indicated in this Agreement, all written communications, except for those pursuant to the terms of the Project Management Plan, sent by the Parties as required under this Agreement, may be by U.S. mail or e-mail, and shall be addressed as follows:

**To CITY:**  
Toks Ajike  
Director of Capital and Planning  
Recreation and Parks Department  
30 Van Ness Avenue  
San Francisco, CA 94102

Email: [toks.ajike@sfgov.org](mailto:toks.ajike@sfgov.org)

And:

Louise S. Simpson  
City Attorney's Office  
1390 Market Street, 7th Floor  
San Francisco, CA 94102

Email: [louise.simpson@sfcityatt.org](mailto:louise.simpson@sfcityatt.org)

**To PG&E:**  
Pacific Gas and Electric Company  
77 Beale St. M/C B28P  
San Francisco CA 94105  
Attn: Director of Remediation

And:

Pacific Gas and Electric Co.  
Attn: Law Department Managing  
Attorney Environmental Law  
PO Box 7442 M/C B30A  
San Francisco, CA 94120-7742

Email: [Legal\\_Papers\\_Mailbox@PGE.com](mailto:Legal_Papers_Mailbox@PGE.com)

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

## **10.2 Sunshine Ordinance.**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**10.3 Modification of this Agreement.**

Except as stated herein, this Agreement may not be modified, nor may compliance with any of its terms be waived except by written instrument executed by the Parties and approved in the same manner as this Agreement.

**10.4 Non-assignment.**

The City and PG&E each represents that it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third Partyer entity (including without limitation any insurer) any interest in the Action.

**10.5 California Civil Code § 1542 Waiver.**

The City, and PG&E each certifies that it has read Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

As to the matters released in this Agreement, the City and PG&E each specifically waives any benefit or right under California Civil Code Section 1542 and each assumes all risks of claims, known or unknown, heretofore or hereafter, arising from this waiver.

**10.6 Entire Agreement.**

The City and PG&E each acknowledges that this Settlement Agreement, including Appendix A (Project Management Plan) and Appendix B (Project Budget), contain and constitute the entire agreement between the City and PG&E. The terms of this Settlement Agreement are contractual and not a mere recital.

**10.7 No Admission of Liability.**

No aspect of this Settlement Agreement or the settlement which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by PG&E or the City of liability for any purpose.

**10.8 Severability.**

If any of the provisions of this Settlement Agreement or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Full and Final Release to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Full and Final Release are declared and understood to be severable.

**10.9 Litigation Costs.**

The City and PG&E each shall bear its own legal expenses and costs incurred in connection with the Action, the Project, and any action to enforce this Settlement Agreement.

**10.10 Fully Negotiated.**

This Settlement Agreement and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one Party than another.

**10.11 Agreement Made in California; Venue; Enforceability.**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**10.12 Compliance with Laws.**

PG&E shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to PG&E's performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**10.13 Third Party Beneficiaries.**

No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a Party hereto.

**10.14 Counterparts.**

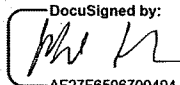
This Agreement may be signed in counterparts, including electronic signatures.

SIGNATURES ON NEXT PAGE

**IN WITNESS WHEREOF**, the Parties hereto have caused this Settlement Agreement to be executed and attested by their proper officers thereunder duly as follows:

City and County of San Francisco


Dated: 1/15/2021

By:  DocuSigned by:  
AF27F6596709494...

PHILIP A. GINSBURG  
General Manager, Recreation and Parks  
Department

Pacific Gas and Electric Company

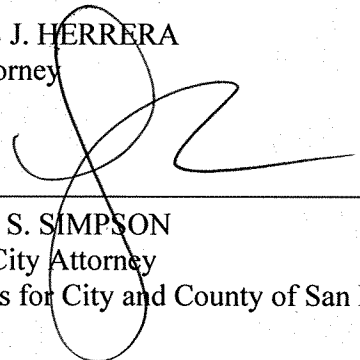
Dated: 12/30/20

By:   
ANDREW WILLIAMS  
Vice President, Shared Services

**APPROVED AS TO FORM:**

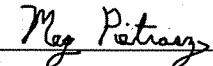
DENNIS J. HERRERA  
City Attorney

Dated: 11/3/2021

  
LOUISE S. SIMPSON  
Deputy City Attorney  
Attorneys for City and County of San Francisco

PACIFIC GAS AND ELECTRIC COMPANY

Dated: \_\_\_\_\_

  
MARGARET PIETRAZ  
Sr. Attorney

**Appendix List**

- Appendix A – (Initial) Project Management Plan**
- Appendix B – (Initial) Project Budget**
- Appendix C – Interim Cost Sharing Agreement**

## APPENDIX A

**San Francisco Marina Improvement Project**  
**Project Management Plan – Exhibit A to Settlement Agreement**

**Document No. 1**  
**December 17, 2020**

**Pacific Gas and Electric Company and  
City/County of San Francisco, Recreation and Parks Department**

## Project Management Plan

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### Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved

## Project Management Plan

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**Attachments**

- Attachment A. Scope Elements and Costs
- Attachment B. Summary of Deliverables and Phase Gates
- Attachment C. Project Team Organization Chart
- Attachment D. Internal Labor Resources
- Attachment E. File Naming Convention
- Attachment F. Project Forms

## Project Management Plan

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### Acronyms and Abbreviations

BAAQMD	Bay Area Air Quality Management District
CEQA	California Environmental Quality Act
DTSC	Department of Toxic Substances Control
EH	East Harbor
EIR	Environmental Impact Report
FS	Feasibility Study
FSA	Final Settlement Agreement
ICSA	Interim Cost-Sharing Agreement
IS	Initial Study
LUC	Land use covenant
M	Million
MGP	Manufactured Gas Plant
PG&E	Pacific Gas and Electric Company
PM	Project Manager
PMP	Project Management Plan
RACI	Responsible, Accountable, Consulted, and Informed
RAP	Remedial Action Plan
RPD	City/County of San Francisco Recreation and Park Department
RWQCB	San Francisco Regional Water Quality Control Board
WBS	Work Breakdown Structure

## Project Management Plan

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# 1. Introduction

Pacific Gas and Electric Company (PG&E) and City of San Francisco Recreation and Park Department (RPD) are jointly developing a project to environmentally remediate and renovate the San Francisco Marina in San Francisco, California. This effort ("Project") will address environmental concerns with respect to the site in an overall, holistic manner, and will increase recreational opportunities for the public. Guiding principles of the Project are: address environmental remediation concerns, enable environmental stewardship, and provide the public with increased recreational opportunities and water access amenities, in a financially sustainable and holistic manner.

This Project Management Plan (PMP) is an exhibit to the Final Settlement Agreement (FSA) between PG&E and RPD, and it describes how the two parties will manage the scope, budget, and schedule and share responsibilities, and the process by which the two parties will execute the work.

## 1.1 Purpose

The purpose of this PMP is to provide guidance for implementing a broad and flexible management approach to deliver the key Project elements defined in the FSA and Section 2 of this PMP. This PMP is intended to accomplish the following:

- a. Document the decisions that PG&E and RPD have made regarding team organization, communication, management approach, execution, and Project controls
- b. Establish the Project scope, schedule, and budget that will serve as a baseline during Project performance monitoring
- c. Summarize procurement strategies PG&E and RPD will consider as the Project progresses
- d. Describe the Project team organization and define their overall roles and responsibilities
- e. Identify internal resources that PG&E and RPD will employ on the Project
- f. Describe how the Project team will communicate, manage risk and change, resolve issues, and ensure safety and compliance during Project execution
- g. Define how PG&E and RPD will monitor Project performance, maintain quality control, and approve key Project elements
- h. Summarize how PG&E and RPD will engage the community and stakeholders during the Project
- i. Provide flexibility in developing approaches and requirements through each Project phase, including initiation, feasibility, design, permitting, construction, and close-out

This PMP is organized in sections associated with major topics of Project management, including scope, schedule, procurement, cost, team organization, controls, and communication. Tables and figures are presented at the end of each section. Project documents that contain evolving Project information, such as the Project schedule, are provided as appendices and will be maintained as separate stand-alone documents as the Project progresses. PG&E and RPD will update this PMP as needed during Project execution, as they refine how they jointly manage the Project.

## 1.2 Desired Project Outcomes

The desired outcome of the Project is to address environmental concerns in an overall, holistic manner, and increase recreational opportunities for the public. The Project is cost-constrained as defined in the FSA. PG&E and RPD have identified the following desired outcomes for management of the Project:

- a. Complete the Project on time and within the target budget

## Project Management Plan

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- b. Effectively track and manage Project scope, schedule and budget
- c. Foster proactive communications to promote teamwork, anticipate and resolve issues and obtain timely approvals
- d. Provide necessary internal support from respective organizations in a timely manner (resources and timely approvals/input)
- e. Build and maintain community consensus for the Project
- f. Identify proactive and effective solutions to maintain the target budget (e.g., value engineering to manage scope and risk)

## Project Management Plan

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## 2. Project Scope

### 2.1 Key Project Elements

The preliminary concept elements, as defined in the FSA, include:

#### 1.1.1 Pre-construction

- i. Planning and Community Outreach
- ii. Preliminary Design
- iii. Environmental Review
- iv. Permitting
- v. Full design
- vi. Contracting

#### 1.1.2 East Harbor: Potential Key Elements

- i. Marina removal
- ii. Site work to obtain SFRWQCB approval
  1. Dredging /capping as necessary of northern area
  2. Capping of southern area
  3. Side slope walls/permeable barriers
- iii. Floating walkway to Fort Mason with possible water taxi connection
- iv. Kayak/SUP launch area and conversion of EH Fuel dock
- v. Marina replacements/rebuild of approximately 172 slips
- vi. Walkway on existing breakwater, as budget allows
- vii. Project Management, Construction Management
- viii. Contingency

#### 1.1.3 West Harbor: Potential Key Elements

- i. Removal of wave attenuator for reuse or disposal
- ii. Relocation of East Harbor Fuel Dock
- iii. Addition of West Harbor breakwater (including jetty extension)
- iv. Addition of approximately 235 slips to West Harbor
- v. Project Management, Construction Management
- vi. Contingency

Sea level rise and seawall stability are outside the scope of this Project, except where relevant to the design or construction of specific Project elements.

These initial concept elements were used to develop the target budget and are included in Attachment A. The Project is cost-constrained as defined in the FSA. If costs are projected to rise above the target budget (described in Section 5), PG&E and RPD may, by mutual agreement, take steps to remove scope elements and/or consider value engineering options (described in Section 6.8).

## Project Management Plan

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### 2.2 Project Phase Descriptions

The Project will be completed in six phases:

- a. Phase 0: Project Initiation
- b. Phase 1: California Environmental Quality Act (CEQA), Remedial Action Plan (RAP), Initial Design and Permitting
- c. Phase 2: Final Design and Permitting
- d. Phase 3: Construction Procurement
- e. Phase 4: Construction
- f. Phase 5: Project Close-out
- g. Phase 6: Post-Remediation Monitoring

A brief description of each Project phase is provided in the subsections below. Figure 2-1 illustrates the Project flow from Phase 0 through Phase 6 and includes a summary of key deliverables and phase gates for each phase. Figure 2-2 illustrates the continuity and overlap of project elements in the pre-construction phases (Phases 1-3), such as design and permitting, and how these align with the phase gates. Key deliverables and work products for each phase and phase gate elements are also summarized in tabular form in Attachment B. These tables are intended as living documents that can be readily updated throughout the duration of the Project and be used for the preparation of phase gate completion reviews (Section 7.3.4).

#### 2.2.1 Phase 0 – Project Initiation

The objectives of this phase are to establish the overall management structure to promote success, including:

- a. plans for collaborative decision-making,
- b. methods to effectively track and manage Project scope, schedule and budget,
- c. developing the Project procurement strategy (see Section 4),
- d. fostering proactive communications to promote collaboration, and
- e. anticipating and resolving issues and obtaining timely approvals.

Outputs from this phase are presented in Table B-1 of Attachment B and include this PMP and associated execution plans (including Quality Management Plan, Risk Management Plan, Community Engagement Plan), a project schedule, work breakdown structure (WBS), as well as templates for procurement, invoicing, and internal reporting. In addition, the Feasibility Study (FS) for sediment remediation will be completed during Phase 0.

#### 2.2.2 Phase 1 – CEQA, RAP, Initial Design and Permitting

The objectives of Phase 1 are to further develop and finalize the scope of work for the East Harbor remediation and marina improvement components of the Project, to complete the CEQA process for the project, to initiate the permitting process and communication with regulators, and to engage the community and other stakeholders in the process through execution of the Community Engagement Plan developed in Phase 0.

Through the CEQA process, PG&E and RPD will identify potential environmental impacts associated with the Project and will identify ways to prevent or reduce these impacts through consideration of alternatives or mitigation measures. CEQA deliverables produced during this phase will include a Notice of Intent, Initial Study, and (draft) Environmental Impact Report (EIR). The purpose of an EIR is to provide public agencies and members of the public with detailed information regarding the environmental effects associated with implementing a project. The EIR should analyze the environmental consequences of a project, identify ways to reduce or avoid the project's potential environmental effects, and identify alternatives to the project that can avoid or reduce

## Project Management Plan

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impacts. CEQA requires that all State and local government agencies consider the environmental consequences of projects over which they have discretionary authority.

During this phase, PG&E will also further develop potential remediation alternatives to address the contaminated sediments in the East Harbor. In parallel with the CEQA process, PG&E will prepare a RAP that describes the selected remediation alternative to address sediment contamination.

The results of the CEQA and RAP will inform the design of the Project and its implementation. Design will go through a series of phases, starting with a Pre-Concept, followed by a Concept Design, a 30% Design, and a 60% Design.

PG&E and RPD will communicate with permitting agencies as they complete the EIR, RAP, and Concept Design. These discussions will inform permit applications that RPD will submit during Phase 1 and 2, as PG&E and RPD prepare the 30% and 60% Designs.

During Phase 1, PG&E and RPD will select a procurement strategy for Phases 2 through 4. The parties will initially discuss the strategy at the 30% design stage and may finalize and implement it then. If the decision is not reached at the 30% design, PG&E and RPD will implement a decision no later than the completion of the 60% design. Section 4 describes procurement strategy options that PG&E and RPD will consider.

Design will continue into Phase 2 and Phase 3 as described below and illustrated in Figures 2-1 and 2-2.

Deliverables are summarized in Table B-1 of Attachment B and will include CEQA certification, regulatory approval of the RAP, and a decision on procurement strategy.

### **2.2.3 Phase 2 – Final Design and Permitting**

This phase is expected to include the completion of the 90% design for the Project, and the completion and submittal of permit applications and consultation with regulators. The Project will require permits and/or authorizations from the following stakeholders:

- a. San Francisco Regional Water Quality Control Board (RWQCB)
- b. U.S. Environmental Protection Agency
- c. United States Army Corps of Engineers
- d. San Francisco Bay Conservation and Development Commission (BCDC)
- e. San Francisco Department of Public Health
- f. State Lands Commission
- g. U.S. Fish and Wildlife
- h. California Department of Fish and Wildlife
- i. NOAA Fisheries
- j. Golden Gate National Recreation Area
- k. National Parks Service (adjacent land owner)
- l. Bay Area Air Quality Management District (BAAQMD)

### **2.2.4 Phase 3 – Construction Procurement<sup>1</sup>**

This phase is expected to include work between PG&E and RPD to finalize the Project design. The parties will also create detailed specifications for the construction contract documents, establish prequalification requirements

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<sup>1</sup> Note: bidding either occurs as design/build after completion of Phase 1 or in Phase 3 (as shown) after Project is fully permitted.

## Project Management Plan

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and use these to develop a list of qualified bidders, develop contract terms, solicit and evaluate bids, and award contracts. Procurement and contracting are discussed in more detail in Section 4. This phase will close with the award of construction contracts for the remediation and marina improvement components of the Project.

### 2.2.5 Phase 4 – Construction

This phase is expected to include the completion of the remediation work in East Harbor and the marina improvement work in East and West Harbor, both of which will be based on the 100% designs. Construction is anticipated to take multiple years, with work at the two harbors to be conducted in parallel. For East Harbor, remediation elements will be completed first, followed by the East Harbor improvements. Removal of the East Harbor Marina and relocation of the East Harbor fuel dock will be initial improvement tasks in East Harbor and will be performed together with the remediation activities. When appropriate, the Project team will seek to perform work at West Harbor concurrently with work at East Harbor. Construction work will be inspected and monitored to assure compliance with the Project design and contract specifications. Deliverables may include completed construction elements, construction inspection reports, and remediation status/completion reports.

### 2.2.6 Phase 5 – Project Close-out

This phase is expected to include close out of Phase 4, the construction of the Project, with exception of Post-construction Monitoring (Phase 6). The activities necessary for closure of the Project will include:

- a. Acceptance of Phase 5 deliverables including construction as-builts and construction completion reports
- b. RWQCB approval of the remedial action completion report
- c. Ensuring that land use covenant (LUC) agreements have been approved and recorded, if required by regulatory agencies
- d. Post-Project assessment and documentation of lessons learned
- e. Administrative and contractual closure of the Project through Phase 5, including:
  - i. Confirm the Project has addressed all terms and conditions of the FSA
  - ii. Ensure that all contract conditions have been met, liens/lien notices have been released and bills have been received and paid
  - iii. Agreement by PG&E and RPD on Project construction costs
  - iv. Formal close-out of all construction-related contracts and claims associated with the Project
  - v. Complete and archive construction-related Project documents and records

### 2.2.7 Phase 6 – Post-Construction

This phase is expected to include post-construction remediation monitoring and reporting of results to regulatory agencies, which will be required to demonstrate compliance with the provisions in the RAP. It is currently anticipated that 3 years of post-construction monitoring and reporting of the completed remediation will be required. The environmental remediation monitoring is considered complete when RWQCB agrees that post-construction monitoring can be terminated.

In addition, other regulatory agencies may require monitoring under their permits. Compliance with these requirements is expected to be completed in this phase.

## Project Management Plan

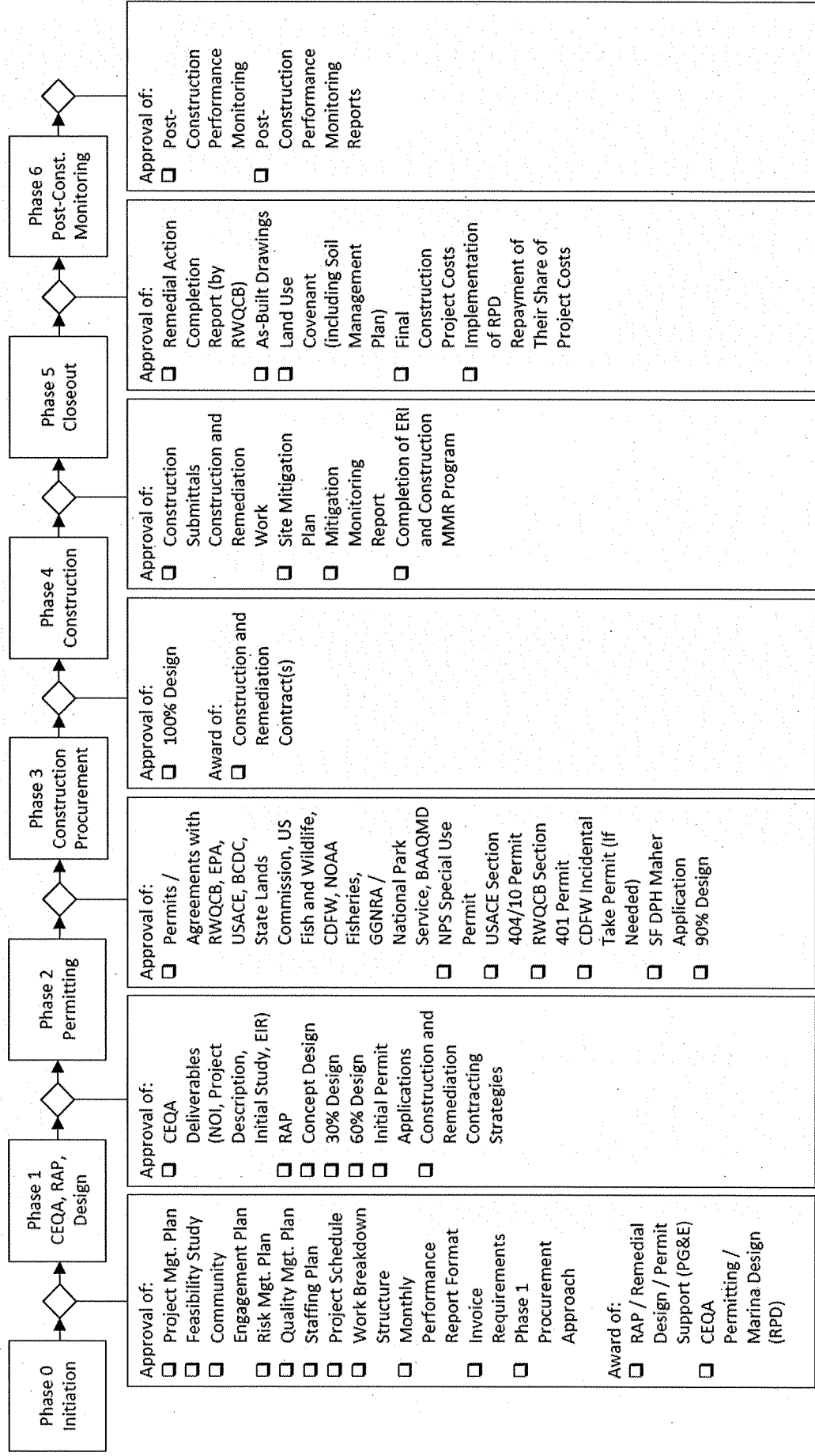
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### **2.3 Deliverables and Phase Gate Summary**

A summary of the expected key deliverables and internal work products to be completed in each phase is provided in Attachment B, Table B-1. Phase gates are summarized in Figure 2-1 below and in Attachment B, Table B-2.

## Project Management Plan

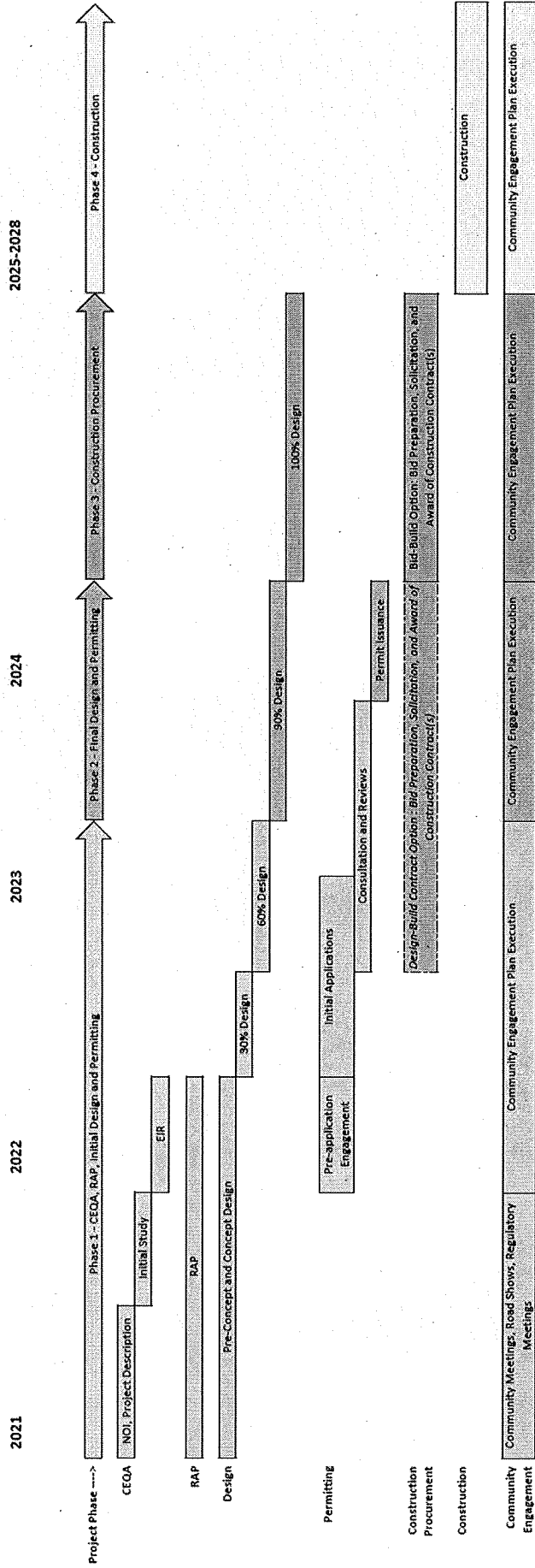
Figure 2-1. Project Phase Gates



Note: Additional phase gates identified during the execution of the project will be tracked in Table B-2 of Attachment B.

## Project Management Plan

Figure 2-2 Continuity and Overlap of Project Elements in Phases 1 Through 4



## Project Management Plan

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### 3. Project Schedule

PG&E and RPD will develop a Project schedule that presents the various scope elements broken down into specific tasks. Key Project milestones anticipated to be included in the Project Schedule are:

- a. FSA Executed
- b. FS Approved by RWQCB
- c. EIR Scoping Meeting
- d. Publication of Draft EIR
- e. Certification of the Final EIR
- f. RPD Commission Approval
- g. RAP Approved by RWQCB
- h. Permits Obtained
- i. Design Complete
- j. Construction Contract(s) Awarded
- k. Mobilize for Construction
- l. Conduct Remedial Action in East Harbor and Marina Improvement at East and West Harbors
- m. Remedial Action Completion Report Approved by RWQCB
- n. Project Closeout
- o. LUC Recorded

Schedule maintenance and tracking procedures are described in Section 7.1. Any potential changes to the schedule will be processed as described in Section 6.8.

## Project Management Plan

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### 4. Procurement Strategy

To achieve the Project objectives and desired outcomes stated in Section 1, PG&E and RPD will develop and implement a procurement strategy for the Project as described in the subsections below. The timing and scope of procurements are vital components of the procurement strategy.

#### 4.1 Phase 1 (CEQA, RAP, Initial Design and Permitting)

As described in Section 2, Phase 1 consists of completing the CEQA process, preparing a RAP, initiating the permitting process and engaging with regulating agencies, and advancing the design to 60% for remediation and marina improvement. During the Project initiation phase (Phase 0), PG&E and RPD will procure the following services for Phase 1:

- a. PG&E will contract RAP, remediation design, and associated permitting support (to either the 30% or 60% design, depending on the project team's decision on procurement strategy for subsequent phases, described below)
- b. RPD will contract CEQA/environmental review, regulatory permitting and marina design services (to either the 30% or 60% design)

During Phase 1, PG&E and RPD will select a procurement strategy for Phases 2 through 4. The parties will initially discuss the strategy at the 30% design stage and may finalize and implement it then. If the decision is not reached at the 30% design, PG&E and RPD will make and implement the decision no later than the completion of the 60% design.

Prior to soliciting proposals or awarding contracts for Phase 1 support, PG&E and RPD will collaborate on the following activities:

- c. Identify required contract terms and conditions, including measurement and payment terms for contractors (see also Section 4.3)
- d. Develop consistent format for proposals or solicitation documents, including the scope of work and associated costs that align with the project cost tracking approach
- e. Agree on selection criteria

PG&E and RPD will mutually afford the other the opportunity to review any prospective solicitations for Fee Proposals and Qualifications for professional services in support of the Project stated herein. Each respective party will utilize their administrative review and approval processes with respect to procurement and contracting. Responses to solicitations (qualifications, fees, experience statements) for Phase 1 services will be mutually shared and reviewed, and each party shall notify the other of the selected vendor prior to award of a Contract.

#### 4.2 Subsequent Project Phases

As the RAP and CEQA processes proceed in Phase 1, PG&E and RPD will identify scope items that require contractor support in Phases 2 through 4. This will require technical coordination between PG&E and RPD designers and engineers so that both parties share a common understanding of key Project features. With this common understanding, PG&E and RPD will need to decide how to procure contractors for the remaining Project phases. Options include:

- a. **Combined or individual contracts** for remediation and marina improvement. In general, PG&E maintains the lead role related to sediment remediation, while RPD leads efforts related to marina improvement. However, PG&E and RPD may elect to combine remediation and improvement services under a single contract under either PG&E or RPD as the contracting party.

## Project Management Plan

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In addition to combined or individual contracts, PG&E and RPD may decide to proceed with one of the following contract approaches:

- b. **Design/build**, in which the Phase 1 contractors complete the 30% or 60% construction and remediation designs described in the RAP and CEQA documents. PG&E and RPD issue bid solicitations for contractors to complete the designs and implement them during construction/remediation (Phases 2, 3, and 4).
- c. **Design/bid/build**, in which the Phase 1 contractors complete the 60%, 90%, and 100% construction and remediation designs and assist PG&E and RPD with issuing bid solicitations (Phase 3) for contractors to perform construction/remediation (Phase 4) based on the 90% design.

Phase 1 includes an initial decision point on the procurement strategy at the completion of 30% design, at which time PG&E and RPD may decide to implement one or more of the options described above. If they do not decide at the 30% design stage, then they will make the decision no later than the completion of the 60% design.

Like the Phase 1 procurement, PG&E and RPD will collaborate on contract terms and conditions, format for bid solicitations, and selection criteria. Selection criteria may include such factors as experience, health and safety record, cost, reputation, and work history. PG&E and RPD will hold a meeting before Phase 1 is complete to decide who will be the contracting party or parties. If procuring remediation and marina improvement services separately, PG&E and RPD review each other's bid solicitation packages, and they will follow their respective administrative review and approval processes prior to releasing their solicitations to prospective bidders. Upon receipt of bids, PG&E and RPD will share them and inform each other of which bidders they select.

### 4.3 Contracting Requirements

Contracted work under PG&E and RPD may occur concurrently and, at times, in the same work areas., PG&E and RPD will identify key contracting terms for each type of contract during Project initiation (Phase 0) to ensure that contract terms are consistent with the FSA. Examples of contracting terms include:

- a. Prevailing wage as defined in the FSA
- b. As applicable, provisions of the City's charter and administrative code regarding public works construction contracts, including but not limited to Chapter 6 of the City of San Francisco's Administrative Code
- c. Contractor safety requirements, including the contractor's safety record
- d. Insurance and bonding requirements for construction and remediation
- e. Warranty coverages and durations
- f. Work stoppage.

## Project Management Plan

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### **5. Project Cost**

#### **5.1 Preliminary Budget**

The parties have analyzed and performed preliminary cost estimation for the Project Scope (Section 2) and have agreed to a target budget amount of \$130 million (M) dollars, with a \$30M contingency (agreement contingency), and an excess contingency amount of \$30M, for a maximum project cost of \$190M. A summary of the scope elements and cost is provided in Attachment A.

The parties acknowledge that the costs are uncertain, and that both parties will use their best efforts during the planning, outreach, design, permitting, contracting, and construction stages to minimize costs while meeting key Project objectives. Project control processes that will be implemented are described in Section 7.

If, during the execution of the Project, costs are projected to rise above the target of \$130M, Project scope elements may be removed, or value engineering options considered, by mutual agreement of the parties. The change management process is described in Section 6.8. The maximum Project costs are constrained per the FSA.

#### **5.2 Payment**

##### **5.2.1 Quarterly Reimbursements from PG&E to RPD**

PG&E will pay 100% of Project-related costs during the execution of the Project, reimbursing RPD for their incurred costs as described in Section 7. On a quarterly basis, RPD will invoice PG&E for its incurred costs.

##### **5.2.2 Loan Repayment by RPD to PG&E**

RPD will repay PG&E its share of the final Project costs in accordance with the cost-sharing terms in the FSA.

## Project Management Plan

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### 6. Project Management

This section describes how PG&E and RPD will jointly manage the Project. Specifically, it describes Project team organization, roles and responsibilities, and governance procedures. An overview of the Project team organization, with a brief description of each organization level, is provided in Section 6.1. Additional detail on roles and responsibilities by organization level is provided in Section 6.2. Resource allocation and internal labor charges are discussed in Sections 6.3 and 6.4. Project team communications and management of documents, risk, change, issue resolution, and compliance and safety are presented in Sections 6.5 through 6.10.

#### 6.1 Team Organization

PG&E and RPD have organized a team to effectively plan, implement, and monitor the Project. As shown on the organization chart (Attachment C), the Project team consists of Governing Authorities, Executive Management, Senior Management, and Core Team. Each organization level will include representatives from PG&E and RPD. The Project team will be supported by other functions within PG&E and RPD (i.e., contracting, accounting, stakeholder engagement, legal, and subject matter expertise). Team members will participate in routine meetings as discussed in the sections below and presented in Table 6-2. Internal communications are addressed in more detail in Section 6.5.

##### 6.1.1 Governing Authorities

PG&E and RPD will engage various governing authorities for approvals during the Project. These individuals include PG&E's Vice President of Shared Services (or other company officer who may be designated by PG&E's Board of Directors), and the Recreation and Park (RP) Commission and San Francisco Board of Supervisors for RPD. Governing authorities will not participate in routine Project team meetings, but they will be kept informed of significant changes to the scope, schedule, and cost that may result in the release of agreement contingency as described in Section 6.8, should these occur.

##### 6.1.2 Executive Management

The purpose of Executive Management is to provide executive governance for the Project, provide strategic direction, monitor progress, review performance, and resolve issues that cannot be resolved by the Core Team and Senior Management. PG&E's Environmental Remediation Director or designee will serve as PG&E's representative on the Executive Management team. RPD's General Manager will serve as their representative. These members may designate alternates should other responsibilities prevent their participation during the Project. At a minimum, Executive Management will participate in Project team meetings (anticipated to occur quarterly) and will formally sign off on the completion of each Project phase.

##### 6.1.3 Senior Management

Senior Management will support the Core Team by monitoring performance, providing input and direction, committing resources to the Project, and serving as a first level of escalation if issues cannot be resolved at the Core Team level. PG&E's Manufactured Gas Plant (MGP) Portfolio Manager will serve as their Senior Management Representative. RPD's representative will be their Supervising Project Manager (PM). It is anticipated that Senior Management will meet monthly with the Core Team and quarterly with Executive Management and Core Team.

##### 6.1.4 Core Team

The Core Team will manage and communicate day-to-day activities on the Project and will coordinate technical, financial, contractual, stakeholder, and operational tasks performed by their contractors and internal resources. Members of the Core Team will consist of:

- a. PG&E PM

## Project Management Plan

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- b. RPD PM
- c. PG&E Technical Advisor
- d. RPD Planner (for CEQA process)
- e. PG&E Cost Engineer
- f. Contractor PMs for technical work elements

Within the Core Team, the PG&E and RPD PMs have final decision-making authority. It is anticipated that the team will hold weekly Core Team calls, monthly meetings with Senior Management, and quarterly meetings with Senior Management and Executive Management.

### 6.2 Roles and Responsibilities

Project roles and responsibilities for the Project team members are summarized in Table 6-1. Specific roles for individual team members are presented in a Responsible, Accountable, Consulted, and Informed (RACI) matrix in Figure 6-1. A RACI matrix allows team members to clearly understand their areas of responsibilities as well as how they must interact with other members of the team. The responsibility matrix identifies the various tasks that are anticipated during the planning and execution of the Project. For each task, the various team members have been assigned one or more of the following responsibilities:

- a. **Responsible:** The person who does the work to achieve the task. They have responsibility for getting the work done or decision made.
- b. **Accountable:** The person who is accountable for the correct and thorough completion of the task. This is the role that "Responsible" is accountable to and approves their work.
- c. **Consulted:** The people who provide information for the project and with whom there is two-way communication. This is usually several people, often subject matter experts.
- d. **Informed:** The people who are affected by the outcome of the tasks and therefore need to be kept up to date.

### 6.3 Internal Resource Allocation

PG&E and RPD will commit the necessary internal resources to successfully complete the Project. Internal resources will support the Project in various ways, including:

- a. Subject matter expertise related to permitting, design, and construction (remediation and marina improvement)
- b. Contracting support for procurements and contract administration
- c. Accounting support for invoice processing and payments to contractors (and PG&E payments to RPD)
- d. Community engagement support
- e. Legal support for contracting and to advise when legal questions arise during Project execution

As described in Section 4, external resources will be contracted as needed to support these internal resources during execution of the Project.

During Phase 0, PG&E and RPD will develop a Staffing Plan that commits their internal resources and establishes levels of effort for the Project. PG&E and RPD will inform each other when staffing changes occur and amend the Staffing Plan, as necessary.

## Project Management Plan

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### 6.4 Internal Labor Charges

Internal resources who can charge labor hours to the Project are established in the FSA and include the PG&E PM and Cost Engineer, and RPD PM and Planner (Attachment D). As part of the scheduling and budgeting process, PG&E and RPD need to agree on appropriate levels of effort.

### 6.5 Internal Communications

PG&E and RPD recognize that adequate communication within the Project team is essential for the Project to be a success. Internal meetings among the Project team will occur as shown in Table 6-2. Attendees will participate either in person or via an online conferencing tool. Written communication including agendas, hand-outs, and meeting summaries will be maintained in the document repository. Procedures for key internal written Project communications discussed in this PMP are summarized in Table 6-3.

### 6.6 Document Management

The Project will produce numerous documents for various purposes, including meeting agendas and minutes, contracts, outreach materials, inspection forms, change requests, phase completion forms, and deliverables. PG&E and RPD will set up and maintain a document repository with intuitive file structure and file naming convention to facilitate management of these Project documents. Guidance on Project file naming convention is provided in Attachment E. Permissions will be established for ability to upload, edit, review, approve, and retrieve content. Contractors will receive instructions on how to use the repository. PG&E and RPD will review the repository on a regular basis for completeness and for consistency with document management guidelines. Additional detail on management and control of Project documents including Project records will be provided in the Quality Management Plan.

### 6.7 Risk Management

To cost-effectively perform risk management, PG&E and RPD will develop a Risk Management Plan that incorporates the goals, strategies, and methods for performing risk management on the Project. The plan will describe the risk identification, estimation, evaluation, and control processes that will be implemented throughout the life of the Project. A risk register will be used to record the risks associated with the Project. The register will include documentation of the specifically identified risk, an assessment of the severity of the impact including potential impact on the reputation of PG&E and/or RPD, the probability and timing of the occurrence, potential mitigation steps, and the cost in time and budget to mitigate the identified risk. The risk register will be reviewed and updated on a quarterly basis. The Risk Management Plan will also describe how resources will be assigned to identified risks, and how updates to the risk register will be communicated to the appropriate members of the Project Team.

### 6.8 Change Management

Changes will occur during Project execution, resulting in the need to communicate and manage them effectively. Changes may affect the Project's scope, schedule, and budget, or other information in the Project plans. Options to manage change include the following:

- a. Value engineering measures to mitigate the cost or schedule impact of the change
- b. Removal or modification of scope elements to offset the cost impact of the change
- c. Release of contingency funds to cover the cost of the change.

Two types of contingency release are possible:

- d. **Contract contingency** – contingency funds allocated in contracts awarded by PG&E or RPD.

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- e. **Agreement contingency** – contingency funds established in the FSA between PG&E and RPD, described in Section 5.

As noted in Section 5, the Project target budget is \$130M (and the goal of change management is to keep Project costs at or below the target budget). However, there is a \$30M contingency that may be used if approved by Executive Management and an excess \$30M contingency requiring Governing Authority approval.

During the Project, PG&E and RPD will manage change as shown on Figure 6-2 and as described as follows:

1. **Identify change.** Throughout the Project, PG&E and RPD will identify deviations from the baseline scope, schedule, and budget presented in Sections 2, 3, and 5.
2. **Assess impact.** PG&E and RPD will assess the change's impact in terms of scope modifications, cost increase or decrease, schedule adjustments, or amendments to the Project plans. To reduce the impact, PG&E and RPD may conduct value engineering to identify mitigation measures. Examples include scope offsets and alternate construction methods to increase production rates or reduce unit costs.
3. **Determine significance level and submit change request, if required.** PG&E and RPD PMs will assign a category to the change based on its impact, as follows:
  - a. **Incidental changes** do not measurably affect the Project's scope, schedule, or budget. These can be approved by PG&E and RPD PMs without preparing a formal change request. Minor weather delays that can be recovered during the current phase of work are an example of an incidental change.
  - b. **Significant changes** have a substantial impact on the Project's scope, schedule, or budget. Often, they will require the release of contract or agreement contingency funds described in Section 5. They may cause schedule extensions or modifications to the marina design. To address significant changes, the PG&E and RPD PMs shall prepare a change request for approval by the appropriate management level of each party's organization as shown below.

Change Type	Contingency Release	PG&E Approver	RPD Approver
Incidental	None	Project Manager	Project Manager
Significant	None	Senior Management	Senior Management
Significant	Release of Contract Contingency	Senior Management	Project Manager
Significant	Release of Agreement Contingency (>\$130M - \$160M)	Senior Management and Executive Management	Senior and Executive Management
Significant	Release of Excess Contingency (>\$160M-\$190M)	Senior Management, Executive Management, and Vice-President of Shared Services or appropriate approving authority	Senior and Executive Management or appropriate approving authority

Notes:

- Contract contingency funds are allocated in contracts awarded by PG&E or RPD.
- Agreement and excess contingency funds are established in the FSA between PG&E and RPD and are beyond the \$130M base project budget.

Change request forms shall describe the change, why it is necessary, and impact on scope, schedule, budget, or details in the Project plans such as technical work plans or design submittals. A change request template has been included in Attachment F.

4. **Review and approve change request.** Depending on the significance level, the Core Team and Senior Management will review the change request, including any value engineering recommendations, and either approve or disapprove. If the parties cannot agree on the change (e.g., they do not agree on the scope

## Project Management Plan

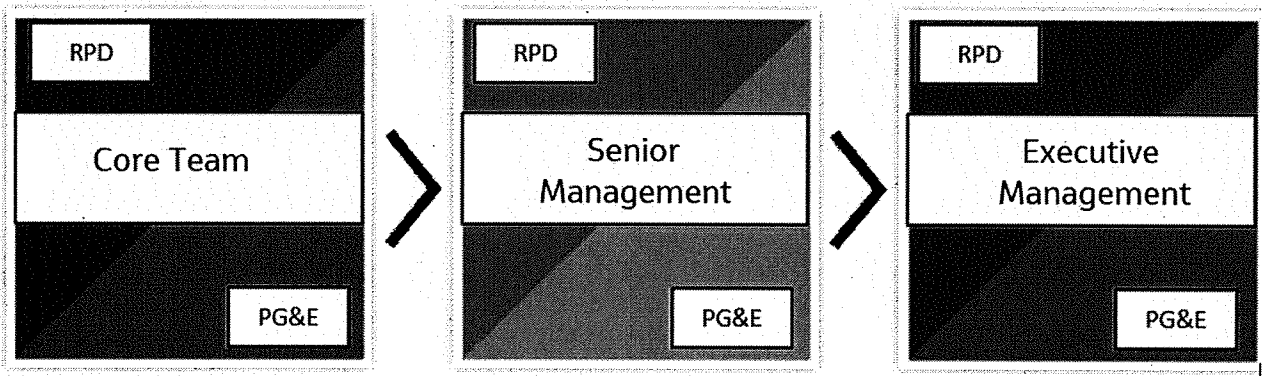
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modifications proposed in the change request), then the parties will enter an issue resolution process for technical items described in Section 6.9.

5. **Document the release of contingency.** PG&E and RPD will document the release of contingency as follows:
  - a. Document the contract contingency release in a Field Authorization for Addition/Deduction of Work signed by PG&E or RPD and their contractor.
  - b. Document the agreement or excess contingency release in an authorization form signed by PG&E and RPD Senior Management. Acknowledge the agreement or excess contingency release in monthly status reports, which are described in Section 7.1.
6. **Implement the change.** If necessary, PG&E and RPD will amend agreements with their contractors to incorporate the approved change. PG&E and RPD PMs will work with their contractors to implement the change into the Project. The Project cost-loaded schedule will be updated with the change, and any risks associated with the change will be captured in the risk register.

### 6.9 Issue Resolution

When agreement within a certain level of the Project team on an issue cannot be reached, escalation through the Project team organization will allow for resolution. The process for escalation is illustrated in the diagram below.



For example, if the PG&E and RPD PMs cannot agree on an issue, they will elevate it to Senior Management, who will convene and attempt to resolve the issue. If an agreement cannot be reached there, Senior Management will elevate the issue to Executive Management. Any issues that cannot be resolved by the Core Team, the Senior Management, and/or Executive Management will be addressed under the terms established in the FSA. Note that this escalation process only applies to issues within the scope of this PMP. Any legal disputes will be addressed in accordance with the FSA.

### 6.10 Compliance and Safety

All work on the Project must meet the following safety and compliance goals:

- a. Comply with applicable federal, state, and local regulations and requirements
- b. Adhere to contracting parties' safety requirements, compliance procedures and training requirements
- c. Actively report and learn from safety near hits, prevent Occupational Safety and Health Association recordable incidents, and prevent compliance Notice of Violations.

Contractors will be responsible for adherence with the requirements, such as preparing Environmental Compliance Management Plans and Health and Safety Plans as applicable, and for ensuring their team members and subcontractors have the required training, licenses and certifications.

## Project Management Plan

Table 6-1. Project Roles and Responsibilities

Role	Responsibilities
Governing Authorities	<ul style="list-style-type: none"> <li>▪ Establish corporate guidelines and governance (PG&amp;E)</li> <li>▪ Set public policies (RPD and Board of Supervisors) that may affect Project</li> <li>▪ CEQA certification (RP and Planning Commissions)</li> <li>▪ Concept design approval (RP Commission)</li> <li>▪</li> </ul>
Executive Management	<ul style="list-style-type: none"> <li>▪ Provide strategic direction and input</li> <li>▪ Approve procurement strategy</li> <li>▪ Provide input on risk management</li> <li>▪ Approve Community Engagement Plan and support community outreach</li> <li>▪ Sign off on Project phase completion</li> <li>▪ Review and approve significant change requests</li> <li>▪ Commit internal resources to support Project</li> <li>▪ Meet quarterly with Senior Management and Core Team</li> <li>▪ Serve as final escalation level for issue resolution</li> </ul>
Senior Management	<ul style="list-style-type: none"> <li>▪ Provide strategic direction and input</li> <li>▪ Approve selection of contractors</li> <li>▪ Approve contract terms and conditions with contractors</li> <li>▪ Approve Risk Management Plan and support its execution</li> <li>▪ Approve Quality Management Plan and Project acceptance criteria</li> <li>▪ Approve Community Engagement Plan and support community outreach</li> <li>▪ Support change management process, including value engineering efforts</li> <li>▪ Review and approve change requests, except for significant changes that require approval by Governing Authorities and/or Executive Management</li> <li>▪ Approve Staffing Plan and make commitment of resources</li> <li>▪ Verify Project phase completion</li> <li>▪ Meet quarterly with Executive Management and monthly with Core Team</li> <li>▪ Serve as first escalation level for issue resolution</li> </ul>

## Project Management Plan

Role	Responsibilities
Core Team	<ul style="list-style-type: none"> <li>▪ Perform day-to-day Project management</li> <li>▪ Execute procurement strategy and solicit bids from contractors</li> <li>▪ Recommend (or approve) selection of contractors (PMs)</li> <li>▪ Set up invoicing and Project controls tools</li> <li>▪ Set up and maintain document management system</li> <li>▪ Approve invoices</li> <li>▪ Monitor scope, schedule, and budget performance</li> <li>▪ Maintain and distribute cost-loaded schedule</li> <li>▪ Review and approve Project technical deliverables</li> <li>▪ Approve completion of construction work elements</li> <li>▪ Prepare Risk Management Plan and perform risk management</li> <li>▪ Prepare Quality Management Plan and perform quality management</li> <li>▪ Lead change management process, including value engineering efforts</li> <li>▪ Prepare and maintain Staffing Plan and coordinate efforts of contractors and internal resources</li> <li>▪ Manage safety and compliance throughout Project</li> <li>▪ Prepare Community Engagement Plan and coordinate community outreach efforts</li> <li>▪ Plan and attend quarterly meetings with Executive Management and monthly meetings with Senior Management</li> <li>▪ Plan and attend weekly coordination calls</li> <li>▪ Elevate issues if cannot be resolved by PG&amp;E and RPD PMs</li> </ul>

Note: Meeting frequencies outlined in the table are suggested; optimal meeting frequency will be determined during execution of the Project and based on the needs of the Project.

## Project Management Plan

Table 6-2. Internal Project Team Communications – Routine Calls and Meetings

Communication	Description	Participants
Core Team Calls	<p>Meetings that cover:</p> <ul style="list-style-type: none"> <li>▪ Project progress (scope, schedule and budget performance)</li> <li>▪ Upcoming key milestones</li> <li>▪ Discussion of Project details (technical contractual, etc.)</li> <li>▪ Review of action items</li> </ul> <p>Anticipated meeting frequency: weekly</p>	<ul style="list-style-type: none"> <li>▪ Core Team</li> </ul>
Senior Management Meetings	<p>Meetings that cover:</p> <ul style="list-style-type: none"> <li>▪ Project progress (scope, schedule, and budget performance)</li> <li>▪ Upcoming key milestones</li> <li>▪ Allocation/need for additional internal resources</li> </ul> <p>Anticipated meeting frequency: monthly</p>	<ul style="list-style-type: none"> <li>▪ Senior Management</li> <li>▪ Core Team<sup>a</sup></li> </ul>
Executive Management Meetings	<p>Meetings that cover:</p> <ul style="list-style-type: none"> <li>▪ Project progress (scope, schedule, and budget performance)</li> <li>▪ Upcoming key milestones</li> <li>▪ Community engagement update</li> </ul> <p>Anticipated meeting frequency: quarterly</p>	<ul style="list-style-type: none"> <li>▪ Executive Management</li> <li>▪ Senior Management</li> <li>▪ Core Team<sup>a</sup></li> </ul>
Phase Gate Review Meetings (These can coincide with a quarterly Executive Management meeting)	<p>As-needed meetings that cover:</p> <ul style="list-style-type: none"> <li>▪ Confirmation that key deliverables and milestones for the Project phase have been achieved</li> <li>▪ Executive Management approval and sign off on Project phase completion.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Executive Management</li> <li>▪ Senior Management</li> <li>▪ Core Team<sup>a</sup></li> </ul>
Change Request Review Meetings (These can coincide with meetings described above)	<p>As-needed meetings or calls that covers:</p> <ul style="list-style-type: none"> <li>▪ Review and approval of a change request, including a release of contingency (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Governing Authorities (if required)<sup>b</sup></li> <li>▪ Executive Management (if required)<sup>b</sup></li> <li>▪ Senior Management</li> <li>▪ Core Team<sup>a</sup></li> </ul>
<p><sup>a</sup> PG&amp;E and RPD PM attendance is required. They will determine attendance by other Core Team members.</p> <p><sup>b</sup> Executive Management attendance is only required at Change Request Review meetings evaluating significant changes (see Section 6.8).</p>		

## Project Management Plan

Table 6-3. Procedures for Key Internal Written Project Communications

What	Who	When	How	From
Project Status Updates	<ul style="list-style-type: none"> <li>- Senior Management</li> <li>- Core Team</li> </ul>	Monthly	Email	PMs or designee
Meeting Summary/Action Items	<ul style="list-style-type: none"> <li>- All meeting attendees</li> </ul>	Following each routine meeting (See Table 6-2)	Email	PMs or designee
Change Request	<ul style="list-style-type: none"> <li>- Governing Authorities</li> <li>- Executive Management</li> <li>- Senior Management</li> <li>- Core Team</li> </ul>	As needed	Template document, distributed via email	PMs or designee
Phase Completion Form	<ul style="list-style-type: none"> <li>- Executive Management</li> <li>- Senior Management</li> <li>- Core Team</li> </ul>	As needed	Template document, distributed via email	PMs or designee
PMP Updates	<ul style="list-style-type: none"> <li>- Senior Management</li> <li>- Core Team</li> </ul>	As needed	Email link to file repository	PMs or designee
Root Cause Analysis / Corrective Action Records	<ul style="list-style-type: none"> <li>- Executive Management</li> <li>- Senior Management</li> <li>- Core Team</li> </ul>	As needed	Email	PMs or designee
Technical Deliverable Reviews	Varies by deliverable. To be determined in Quality Management Plan.	As needed	Varies by deliverable. To be determined in Quality Management Plan.	Varies by deliverable. To be determined in Quality Management Plan.

Project Management Plan

Figure 6-1. Project RACI Chart

East Harbor Marina Project Responsibilities

Legend: (R)Responsible, (A)Accountable, (C)Consult, (I)Informed

Task	Core Team			Senior Management			Executive Management			Governing Authorities			Shared Services (PG&E and RPD unless otherwise noted)			Subject Matter Experts	
	PG&E PM/TA	RPD PM	PG&E Controls Lead	RPD Planner	Technical Lead	PG&E MGP Portfolio Mgr	RPD Supervisor PM	PG&E Chief (Environmental Remediation)	RPD General Mgr	PG&E U/PSH	SP&O/TP Commission	Contracting	Accounting	Communications	Legal		
<b>Procurement Management</b>																	
Determine Procurement Strategy and Approach (Phase I)	R	R	I	C		A	A	I	I			C			I		
Determine Procurement Strategy and Approach (Phase II) - Design/Build or Design/Bid/Build	C	C	I	I		R	R	A	A			C			C		
Develop Source Selection Criteria and Review Bids for PG&E's and RPD's Contractors	R	R	I	R		A	A	I	I			C			C		
Prepare Bid Documents Including SOW	R	R	R	R		A	A	I	I								
Identify Required Contract Terms and Conditions, Including Measurement and Payment Terms for Contractors	R	R	C	I		A	A	I	I			R			C		
Determine Insurance, Bonding, and other Required Contract Terms for Construction Contractors	R	R	I	I		A	A	I	I			R			C	C	
Negotiate and Award Contracts Based on Approval Thresholds	C	C	I	I		A	A	I	I			R					
<b>Invoicing and Payment</b>																	
Create Standard Invoice Format	A	A	R	I		I	I	I	I								
Review and Approve Invoices	R/I	R/I	I	C		A	A	(Delegated)									
Pay Invoices			I											R/A			
Reconcile Cost Reimbursements Between PG&E and RPD																	
<b>Risk Management</b>																	
Develop Risk Log and Risk Management Plan (RMP)	R	R	I	R		R	R	A	A			C					
Conduct Routine Risk Reviews / Maintain and Update RMP	R	R	I	R		R	R	A	A			C					
<b>Quality Management</b>																	
Develop Quality Management Plan (QMP)	R	R		C		A	A	I	I								
Defining Performance Standards and Project Acceptance Criteria	R, C	R, C	I	C		A	A	I	I								R (RPD Safety)
Review and Approve Project Technical Submittals	R, C	R, C	I	C		A	A	I	I								
Review and Approve Construction Work Elements	R, A	R, A		R, C		I	I	I	I								
Identify Deficiencies and Conduct Root Cause Analyses	R, A	R, A		R, C		I	I	I	I								
Implement Corrective Actions	R, A	R, A		R, C		I	I	I	I								

Project Management Plan

East Harbor Marina Project Responsibilities  
 Legend: (R)esponsible, (A)ccountable, (C)onsulted, (I)nformed

Task	Core Team				Senior Management				Executive Management				Governing Authorities				Shared Services (PG&E and RPD unless otherwise noted)			
	PG&E PM / TA	RPD PM	Project Controls Lead	RPD Planner	Technical Leads	PG&E/ASR Portfolio Mgr	RPD Supervising PM	PG&E Chief Environmental Remediation	RPD General Mgr	PG&E (P&S)	SP/CS/PP Commission	Contracting	Accounting	Communications	Legal	Subject Matter Experts				
<b>Internal Communications</b>																				
Conduct Weekly Core Team Meetings	A	A	R	R	R															
Prepare Weekly Meeting Summary / Action Items	A	A	I	I	I															
Conduct Regular Core Team and Senior Management Meetings (Monthly or As Needed)	A	A	R	C	C	R														
Prepare Monthly Meeting Summary / Action Items	A	A	I	I	I	I														
Conduct Regular Executive Management Meetings (At Least Quarterly)	A	A	R	C	C	R														
Prepare Quarterly Meeting Summary / Action Items	A	A	I	I	I	I														
<b>Compliance and Safety (Performance)</b>																				
Establish Compliance and Safety Requirements for Construction (preparation of HASP, ECP)	A	A		R (for CEQA compliance)	R											A, C				
Inspect Work for Compliance with HASP, ECP	A	A			C											R (PG&E 3rd Party and Internal; RPD Resident Engineer)				
Identify Deficiencies and Conduct Root Cause Analysis	A, C	A, C		R (for CEQA compliance)	R	I	I	I	I							R (PG&E 3rd Party and Internal; RPD Resident Engineer)				
Implement Corrective Actions	A, C	A, C		R (for CEQA compliance)	R	I	I	I	I							I				
<b>Community Outreach</b>																				
Prepare Community Engagement Plan	R, A	R, A	I	C, I	I	C, A	C, A	C, A	C, A							R (3rd Party Consultant) C (Includes Government Relations and Communications) Regulator Input				
Identify Stakeholders and Risks	A	A		C	I	C	I	I	I							R (3rd Party Consultant, City's POC)				
Execute Community Engagement Plan	R	R	I	R	R	R	R, A	R, A	R, A							C (3rd Party Consultant, Regulators)				



Project Management Plan

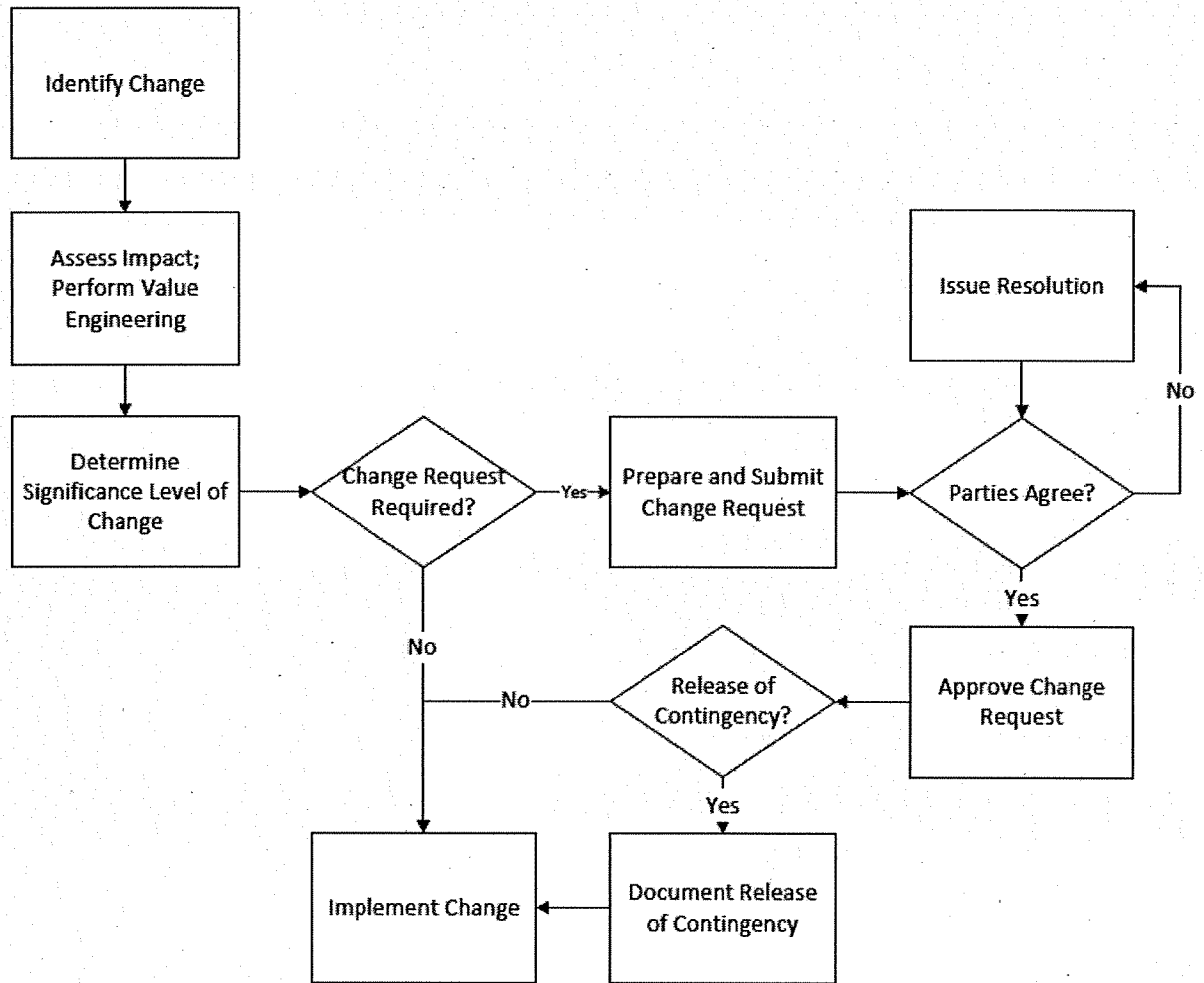
East Harbor Marina Project Responsibilities  
 Legend: (R)Responsible, (A)Accountable, (C)Consulted, (I)Informed

Task	Core Team				Senior Management			Executive Management			Shared Services (PC&E and RPD unless otherwise noted)					Subject Matter Experts
	PC&E PM / TA	RPD PM	Project Controls Lead	RPD Planner	Technical Leads	PC&E/ RPD Portfolio Mgr	RPD Supervising PM	PC&E Chief Environmental Remediation	RPD General Mgr	PC&E / RPD Commission	Contracting	Accounting	Communications	Legal		
<b>Document Management</b>																
Set Up and Maintain Document Repository	R	R	R	R	R	I	I	I								
Perform QC / Completeness Check	A, R	A, R			R (for technical reports)										R (PC&E Internal only)	
<b>Performance Monitoring / Project Controls</b>																
Prepare Baseline Budget and Schedule	A	A	R	C	C	I	I									
Design Performance Report	A	A	R	I	I	C	C	C								
Update Cost-Loaded Schedule and Distribute Monthly	A	A	R	C	C	I	I									

## Project Management Plan

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Figure 6-2. Change Management Process



## Project Management Plan

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### 7. Project Controls

This section describes how PG&E and RPD will monitor Project performance, maintain quality control, and approve key Project elements.

#### 7.1 Monthly Project Performance Monitoring

PG&E and RPD have developed a baseline scope and budget for the Project that are presented in the following sections of the PMP:

- a. The baseline scope is presented in Section 2 and Attachment A.
- b. The target budget is summarized in Section 5 and Attachment A. Excluding contingency, the baseline budget is \$130M.

A baseline schedule and WBS will be developed by PG&E and RPD during Phase 0 of the Project. Adjustments to the baseline may occur through the change management process described in Section 6.8.

PG&E and RPD will track Project performance against the baseline by the following monthly process:

1. PG&E and RPD will incur costs (internal labor and approved contractor invoices) and assign them to work breakdown structure tasks, if not already assigned. Tasks in the WBS may be modified as the Project team refines scope items during Project execution.
2. PG&E and RPD contractors will send invoices to both parties by the second week of the month. The Contracting party (PG&E or RPD) will approve and pay invoices from their respective contractors.
3. RPD will issue quarterly invoices to PG&E for reimbursement. RPD's invoices will include their internal costs as they apportion them to the Project through RPD's fiscal management process, as well as RPD Contractor invoices.
4. Within the first week of the month, PG&E and RPD PMs will review the draft Project P6 schedule with PG&E's Project Controls Lead and update the forecasted completion dates and provide progress estimates.
5. PG&E's Project Controls Lead will compile monthly "actual" Project spend from the following sources:
  - a. PG&E internal charges and PG&E contractor costs charged to the Project in PG&E's SAP financial system during the reporting period
  - b. Quarterly RPD reimbursement invoices to PG&E described in Step 3
  - c. RPD contractor invoices submitted to RPD for review and approval (and submitted to PG&E for cost tracking purposes)
  - d. PG&E and RPD contractor charges incurred on the Project but not yet invoiced to PG&E and RPD (PG&E and RPD PMs will provide this information in monthly forecast updates due in the first week of the month)

PG&E's Project Controls Lead will review the information above to avoid double-counting internal or contractor costs in the calculation of Project actual spend.
6. Using the information obtained in Steps 4 and 5, PG&E's Project Controls Lead will prepare a monthly performance report that presents the following information:
  - a. Summary of Project progress during the reporting period
  - b. Anticipated work to be completed during the next reporting period
  - c. Updated P6 cost-loaded schedule

## Project Management Plan

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- d. Current Project budget (baseline budget plus approved releases of agreement contingency described in Section 6.8)
- e. Approved agreement or excess contingency release requests
- f. Actual Project spend to date (described in Item 5)
- g. Budget and schedule progress
- h. Estimate-to-complete

During Phase 0, PG&E and RPD will design a monthly Project performance report format to summarize planned versus actual schedule and costs. Schedule updates will include new activities identified during the Project, such as community meetings presented in the Community Engagement Plan. PG&E and RPD PMs are responsible for making the monthly Project performance reports available to the Core Team and Senior Management.

### 7.2 Quality Control

PG&E and RPD will develop a Quality Management Plan to define Project quality standards and acceptance criteria, and the policies, procedures and guidelines that will be implemented to manage quality and ensure that the Project achieves the quality objectives and acceptance criteria. The Quality Management Plan will also describe the process that will be used for dealing with non-conformance, including a root cause analysis and corrective action procedures.

### 7.3 Approval Process

#### 7.3.1 Deliverables

Technical reports, Project management documents, and other deliverables prepared by a contractor will be reviewed by the contracting party (PG&E or RPD) and provided to the other party for review, as appropriate, for adherence to the scope of work, quality standards and acceptance criteria established for the work product and communicated to the contractor as part of their contract. The PM for the Contracting party is responsible for ensuring that designated representatives from both RPD and PG&E can review draft and final deliverables prior to approval, and for providing contractor with comments on draft deliverables within timeframes established by the Core Team. RPD and PG&E may engage technical peer reviewer(s) by mutual consent. Once PG&E and RPD representatives both agree that the submittal meets expectations, the contracting party PM will notify the contractor that the submittal has been accepted.

#### 7.3.2 Construction Elements

Approval criteria for construction elements will be established in the design specifications, construction contractor's scope of work, and construction contract terms and conditions. These will include measurement and payment terms for pay items, field inspections of construction work-in-progress or completed work items, and completion of a punch-list of items identified following a field inspection.

#### 7.3.3 Invoice Approvals

Invoicing guidelines will be included in contract terms provided to contractors. Both parties will receive a copy of contractor invoices upon submittal. The contracting party (PG&E or RPD) will review the invoice for compliance with the contract terms and conditions and will coordinate with the contractor to resolve any discrepancies. If issues with a contractor invoice arises, the Core Team will discuss them during their weekly team call. Barring any disagreement, the contracting party will approve and process the contractor invoice via their internal procedures.

## Project Management Plan

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### 7.3.4 Phase Gate Approval

The Project includes a series of "phase gates," or decision points within the Project that signal acceptance of major deliverables. Key deliverables and phase gate requirements are summarized in Attachment B, Tables B-1 and B-2, respectively, and in Figure 2-1. As shown in Table 6-2, PG&E and RPD will conduct Phase Gate Review Meetings during which representatives from the Project team, specified in Table 6-2, will review the accepted final deliverables for that Project phase and confirm that key deliverables and milestones for the phase have been achieved. PG&E and RPD may identify additional phase gate approval requirements during the Project, and these should be considered as part of change management (Section 6.8) and monthly project performance monitoring (Section 7.1). Phase gate approvals will be documented on a Project phase completion form. A template has been provided in Attachment F. As shown in Figure 6-1, Senior Management is responsible for confirming completion of each Project phase, after which documentation of the Project phase completion will be provided to Executive Management for approval.

## Project Management Plan

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# 8. External Communications

## 8.1 Roles and Responsibilities

PG&E and RPD will work collaboratively to engage the community and stakeholders during the Project. As property owner and trustee of submerged and tide lands, RPD will take the lead role in engaging externally (e.g., to entities outside of PG&E and RPD). RPD will work collaboratively with PG&E on external communications and PG&E will inform and consult as necessary to produce a cohesive message as it relates to aspects of the work, regulatory process, and surrounding land context. Specific roles and responsibilities will be defined in the Community Engagement Plan, described below.

## 8.2 Community Engagement Plan

To build and maintain project awareness in the community throughout the Project, PG&E and RPD will prepare and implement a Community Engagement Plan during Phase 0. This plan will inform, educate, and positively engage members of the community. It will address ongoing engagement with elected officials, regulatory agencies, and other stakeholders. Further, it will describe the community engagement roles and responsibilities, goals, key audiences, approach, communication process, and calendar of events (such as community meetings, road shows, and meetings with regulatory agencies). The Community Engagement Plan will identify Project stakeholders and establish a frequency and timing for engagement with the stakeholders.

Project Management Plan

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## Attachment A. Scope Elements and Costs

**ATTACHMENT A  
(Initial) Project Budget**

<b>TASK</b>	<b>ESTIMATE</b>
1 PRE-CONSTRUCTION PROGRAM MANAGEMENT	3,523,000
2 CEQA/REGULATORY COMPLIANCE	4,450,000
3 PUBLIC FUEL DOCK	2,289,000
4 EAST HARBOR REMEDIATION	67,961,000
5 EAST HARBOR RENOVATION, PUBLIC ACCESS AND RECREATIONAL AMENITIES	23,897,000
6 WEST HARBOR BREAKWATER AND MARINA IMPROVEMENTS	27,880,000
<b>TARGET BUDGET AMOUNT</b>	<b>\$130,000,000</b>

Project Management Plan

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## **Attachment B. Summary of Key Deliverables and Phase Gates**

**Table B-1. Summary of Anticipated Key Deliverables and Work Products.**

This table should be maintained as living document and updated as new deliverables and work products are identified.

<b>Key Deliverable / Work Product</b>
<b>Phase 0 – Project Initiation</b>
Project Management Plan, Including Procurement Approach for Phase 0
Feasibility Study
Community Engagement Plan
Risk Management Plan
Quality Management Plan
Staffing Plan
Project Schedule
Work Breakdown Structure
Monthly Performance Report Format
Invoice Requirements
Phase 1 Procurement Approach
<b>Phase 1 – CEQA, RAP, Initial Design and Permitting</b>
Remedial Action Plan
CEQA Notice of Intent and Project Description
CEQA Initial Study
CEQA EIR
30% Design - Remediation
60% Design - Remediation
30% Design – Marina Improvement
60% Design – Marina Improvement
Initial Permit Applications
Construction and Remediation Contracting Strategies
<b>Phase 2 – Final Design and Permitting</b>
Regional Water Quality Control Board Section 401 Permit Application
United States Environmental Protection Agency Permit Application
United States Army Corps of Engineers Section 404/10 Permit Application
San Francisco Bay Conservation and Development Commission Permit Application
State Lands Commission Authorization Application (if required)

<b>Key Deliverable / Work Product</b>
Golden Gate National Recreation Area/ National Park Service Authorization Application
USFW, CDFW, NOAA Fisheries Authorization Application
Bay Area Air Quality Management District Permit Application
CDFW Incidental Take Permit (If Needed)
San Francisco Department of Public Health Maher Ordinance Application
90% Design – Remediation
90% Design – Marina Improvement
<b>Phase 3 – Construction Procurement</b>
100% Design – Remediation
100% Design – Marina Improvement
List of Qualified Bidders
Construction Contract Terms
Construction Bid Documents
<b>Phase 4 – Construction</b>
Site Mitigation Plan
Construction Inspection Reports - Remediation
Construction Inspection Reports – Marina Improvement
Mitigation Monitoring Report
<b>Phase 5 – Project Close-out</b>
Remedial Action Completion Report
As-built drawings – Marina Improvement
Land Use Covenant (Including Soil Management Plan)
Final Construction Project Cost
Implementation of RPD Repayment of Their Share of Project Costs
<b>Phase 6 – Post-construction Monitoring</b>
Post-construction Monitoring Reports

**Acronyms:**

- CEQA = California Environmental Quality Act
- CDFW = California Department of Fish and Wildlife
- EIR = Environmental Impact Report
- NOAA = National Oceanic and Atmospheric Administration
- RAP = Remedial Action Plan
- USFW = United States Fish and Wildlife Service

**Table B-2. Summary of Phase Gates**

This table should be maintained as living document and updated as new phase gates are identified.

<b>Phase 0 – Project Initiation</b>
Approval of Phase 0 Deliverables and Work Products (See Table B-1)
Award of RAP Contract
Award of Remedial Design Contract
Award of CEQA Permitting contract
Award of Marina Design Contract
<b>Phase 1 – CEQA / RAP / Initial Design and Permitting</b>
Approval of Phase 1 Deliverables and Work Products (See Table B-1)
Decision on Construction and Remediation Contracting Strategy
<b>Phase 2 – Final Design and Permitting</b>
Approval of Phase 1 Deliverables and Work Products (See Table B-1)
All Required Permits/Authorizations Issued, Including: <ul style="list-style-type: none"> <li>– United States Environmental Protection Agency Permit</li> <li>– NPS Special Use Permit</li> <li>– USACE Section 404/10 Permit</li> <li>– RWQCB Section 401 Permit</li> <li>– CDFW Incidental Take Permit (if required)</li> <li>– San Francisco Bay Conservation and Development Commission Permit</li> <li>– State Lands Commission Authorization (If required)</li> <li>– Golden Gate National Recreation Area/ National Park Service Authorization</li> <li>– USFW, CDFW, NOAA Fisheries Authorization</li> <li>– San Francisco Department of Public Health Approval of Maher Ordinance Application</li> <li>– Bay Area Air Quality Management District Permit</li> </ul>
<b>Phase 3 – Construction Procurement<sup>1</sup></b>
Approval of Phase 3 Deliverables and Work Products (See Table B-1)
Award of Remediation Contract
Award of Marina Improvement Contract
<b>Phase 4 – Construction</b>
Approval of Phase 4 Deliverables and Work Products (See Table B-1)

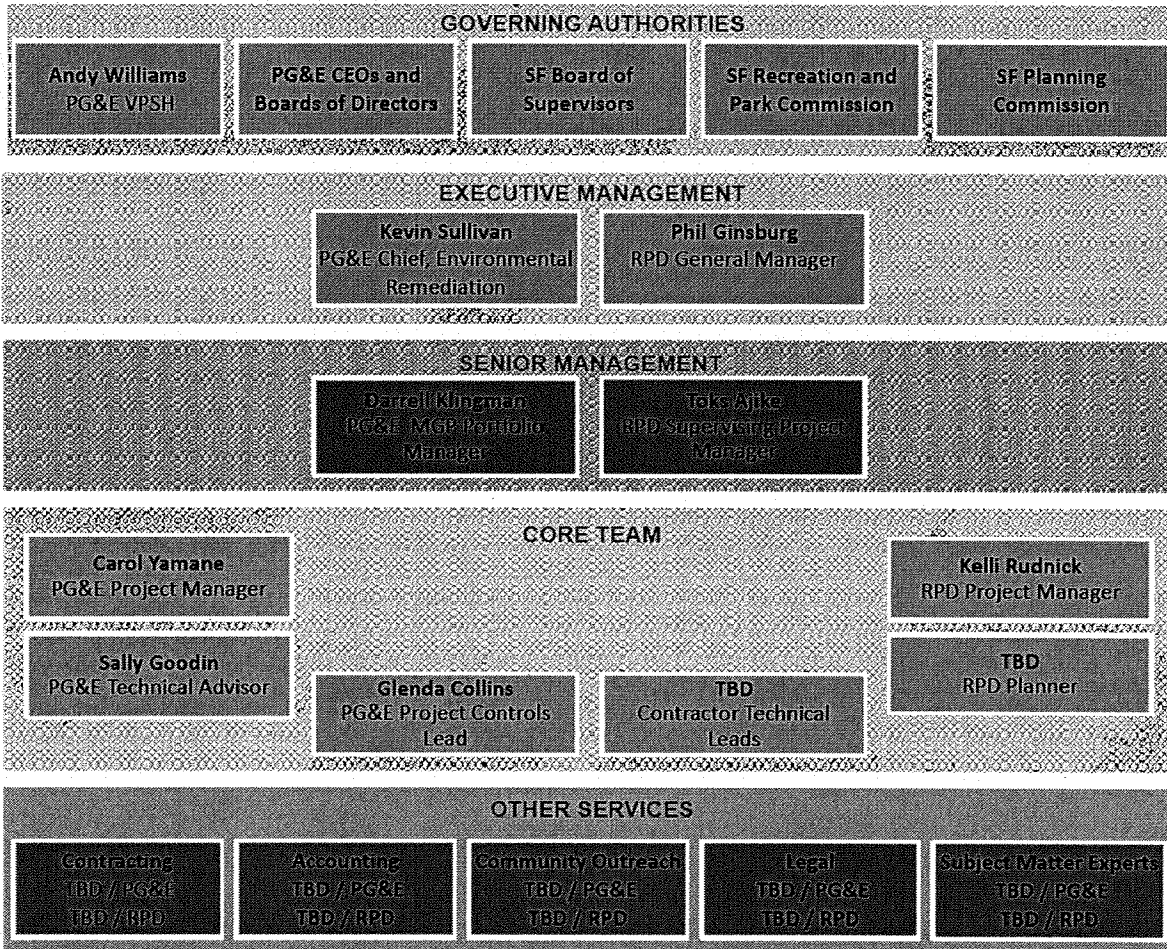
<b>Phase 5 – Project Close-Out</b>
Approval of Phase 5 Deliverables and Work Products (See Table B-1)
Acceptance of Remedial Action Completion Report by RWQCB
LUC agreements approved and recorded
Agreement on Final Project Construction Cost
Formal close-out of all contracts and claims associated with the Project
Post-Project Assessment and Documentation of Lessons Learned
Final Project Documents Archived
Implement Repayment of RPD's Share of Project Costs to PG&E
<b>Phase 6 – Post-Remediation Monitoring</b>
Approval of Phase 6 Deliverables and Work Products (See Table B-1)

<sup>1</sup> Note: Remediation and Improvement may be single or separate contracts

Project Management Plan

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## **Attachment C. Project Team Organization Chart**



Project Management Plan

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## **Attachment D. Internal Labor Resources**

**Attachment D. Internal Billable Resources**

<b>Organization</b>	<b>Name</b>	<b>Position / Title</b>
PG&E	Carol Yamane	Project Manager
PG&E	Glenda Collins	Project Controls Lead
RPD	Kelli Rudnick	Project Manager
RPD	TBD	Environmental Planner

Project Management Plan

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## **Attachment E. File Naming Convention**

**QUICK REFERENCE**  
**Email Subject Line Conventions**  
*Use the following in the Subject Line of emails*

1. Start the Subject line with SF-JP  
SF-JP Draft Quarterly Groundwater Report REVIEW
2. Add the subject of the email:  
SF-JP Draft Quarterly Groundwater Report REVIEW
3. Add any action required in all cap:  
SF-JP Draft Quarterly Groundwater Report REVIEW  
SF-JP Scope of Work APPROVAL  
SF-JP Change Order SIGNATURE

**QUICK REFERENCE**  
**File Naming Conventions**

*Use underscores (\_) to separate elements. Use dashes (-) to delimit different works within the same element. File names should be under 50 characters. Do NOT use spaces in the file name: SF-JP\_SAP-Rpt\_20200528.docx*

1. Add the site abbreviation to the beginning of the file name:  
SF-JP\_SAP-Rpt\_20200528.pdf                      for SF Joint Project  
SF-EH\_RAP\_20200528.pdf                         for SF East Harbor  
SF-WH\_Design\_20200528.pdf                     for SF West Harbor
2. Use the following date conventions:  
SF-JP\_RAP-Appendices\_20200528.pdf            (use YYYYMMDD when the file refers to the year, month, and day)  
SF-JP\_RAP-Appendices\_202005.pdf             (use YYYYMM when the file refers to the year and month only)  
SF-JP\_RAP-Appendices\_2020.pdf                (use YYYY when the file refers to the year only)
3. Use YYYY-Qx for quarterly documents:  
SF-EH\_GWM-Rpt-2020-Q2\_20200530.pdf
4. Use "Dft" or "Fnl" at the end of the file name:  
SF-EH\_RAP\_20140425\_Dft.pdf  
SF-JP\_Monthly-Proj-Cost-Rpt\_20200528\_Fnl.pdf
5. Optional: If a "Draft" file is being reviewed by multiple individuals, use initials to capture comments at the end of the file name. Versions of the same document must have the same beginning document type/title:  
SF-EH\_RAP\_20140425\_Draft\_T1R7.pdf  
SF-EH\_RAP\_20140425\_Draft\_AB12.pdf
6. For Invoices: use the contract number, invoice number, invoice date and company:  
SF-JP\_2700293923-D31111BV010\_20200526\_Jacobs.pdf

Project Management Plan

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## **Attachment F. Project Forms**



**Contingency Release Summary**

Type	Authorized	Previous Release	Current Request	Remaining
Contract Contingency	\$	\$	\$	\$
Agreement Contingency	\$30M	\$	\$	\$
Excess Contingency	\$30M	\$	\$	\$

**APPROVALS (See Page 1 or Section 6.8 of the PMP for Approval Level Required)**

**CORE TEAM**

Approved by PG&E Project Manager with Signature	DATE	Approved by RPD Project Manager with Signature	DATE
Name (printed): _____		Name (printed): _____	

**SENIOR MANAGEMENT**

Approved by PG&E SM Representative with Signature	DATE	Approved by RPD SM Representative with Signature	DATE
Name (printed): _____		Name (printed): _____	

**EXECUTIVE MANAGEMENT**

Approved by PG&E EM Representative with Signature	DATE	Approved by RPD EM Representative with Signature	DATE
Name (printed): _____		Name (printed): _____	

**GOVERNING AUTHORITY / OTHER**

Approved by PG&E GA Representative with Signature	DATE	Approved by RPD Representative with Signature	DATE
Name (printed): _____		Name (printed): _____	

**PHASE GATE REVIEW FORM**  
**San Francisco Marina Improvement Project**

**PROJECT DETAILS**

<b>Phase</b>	<input checked="" type="checkbox"/> Phase 0: Project Initiation	<input type="checkbox"/> Phase 3: Construction Procurement
	<input type="checkbox"/> Phase 1: California Environmental Quality Act (CEQA), Remedial Action Plan (RAP), Initial Design and Permitting	<input type="checkbox"/> Phase 4: Construction
	<input type="checkbox"/> Phase 2: Final Design and Permitting	<input type="checkbox"/> Phase 5: Project Close-out
		<input type="checkbox"/> Phase 6: Post-Remediation Monitoring

<b>Report Prepared By</b>		<b>Date</b>	
---------------------------	--	-------------	--

**Project / Phase Description**

The objectives of this phase are to establish the overall governance structure, including plans for collaborative decision-making, methods to effectively track and manage Project scope, schedule and budget, foster proactive communications to promote collaboration, and anticipate and resolve issues and obtain timely approvals.

**OVERALL PROJECT STATUS**

<b>Overall Status</b>	
<b>Project Schedule</b>	
<b>Project Expenses</b>	
<b>Project Deliverables</b>	
<b>Project Risks</b>	
<b>Project Issues</b>	

**REVIEW DETAILS**

<b>Review Category</b>	<b>Review Question</b>	<b>Answer</b>	<b>Variance</b>
Schedule	Was the phase completed to schedule?	y/n	
Expenses	Was the phase completed within budgeted cost?	y/n	

**Deliverables / Work Products:**

1. Project Management Plan	Was Deliverable #1 completed and approved?	y/n	
2. Feasibility Study (FS)	Was Deliverable #2 completed and approved?	y/n	
3. Community Engagement Plan	Was Deliverable #3 completed and approved?	y/n	
4. Risk Management Plan	Was Deliverable #4 completed and approved?	y/n	
5. Quality Management Plan			
6. Staffing Plan			
7. Contract Terms and Conditions			
8. Monthly Performance Report Template			
9. Invoice Format			
10. Standard Bid Format			
11. Phase 1 Procurement Approach			

**Awards:**

1. Award of RAP Contract	Was item #1 awarded?	y/n	
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2. Award of Remedial Design Contract	Was item #2 awarded?	y/n	
3. Award of Marina Design Contract	Was item #3 awarded?	y/n	
4. Award of CEQA Permitting contract	Was item #4 awarded?		

**Other:**

Risks	Are there any outstanding project risks?	y/n	
Issues	Are there any outstanding project issues?	y/n	
Changes	Are there any outstanding project changes?	y/n	

**APPROVAL DETAILS**

**Supporting Documentation**

Name	Signature	Organization/ Title	Date

## APPENDIX B

**APPENDIX B  
(Initial) Project Budget**

<b>TASK</b>	<b>ESTIMATE</b>
1 PRE-CONSTRUCTION PROGRAM MANAGEMENT	3,523,000
2 CEQA/REGULATORY COMPLIANCE	4,450,000
3 PUBLIC FUEL DOCK	2,289,000
4 EAST HARBOR REMEDIATION	67,961,000
5 EAST HARBOR RENOVATION, PUBLIC ACCESS AND RECREATIONAL AMENITIES	23,897,000
6 WEST HARBOR BREAKWATER AND MARINA IMPROVEMENTS	27,880,000

**TARGET BUDGET AMOUNT \$130,000,000**

## APPENDIX C

**INTERIM COST SHARING AGREEMENT  
TO PREPARE FOR  
SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE  
BETWEEN  
CITY AND COUNTY OF SAN FRANCISCO and PACIFIC GAS AND ELECTRIC  
COMPANY**

This Interim Cost Sharing Agreement ("Interim CSA") is made effective as of the last day of execution of this document by and between the City and County of San Francisco, by and through its Recreation and Parks Department ("City"), and Pacific Gas and Electric Company ("PG&E") (collectively "the Parties").

**RECITALS**

A. City owns and operates a public park and recreational marina at the Marina East Harbor and the Marina West Harbor (the "Site") in San Francisco;

B. PG&E and others previously owned and operated a coal gasification plant near the Site and elevated concentrations of chemical compounds including polycyclic aromatic hydrocarbons (PAHs) have been discovered in subsurface soils and sediments underlying the Site;

C. On January 18, 2001, the City commenced an action entitled City and County Of San Francisco v. Pacific Gas & Electric Company, et al., No. C 01-0316 SBA, United States District Court, Northern District of California, against PG&E arising out of the presence at the Site of chemical compounds from coal gasification (the "Action") and the Parties have been engaged in discussions in an effort to settle the Action;

D. On June 2, 2004, the court in the Action entered an order dismissing the Action without prejudice, to allow the Parties to attempt to carry out a settlement related to the investigation and cleanup of the chemical compounds at the Site;

E. To help reach a settlement, the Parties have previously entered into a series of Cost Sharing Agreements to allow them to continue with Site investigation, planning, and other activities in a timely and cost-effective manner while they reserve their rights to assert their respective positions concerning the Action, which earlier agreements remain in full force and effect only to the limited extent that the City has remaining unpaid invoices to be submitted to and reimbursed by PG&E;

F. The Parties entered into a non-binding Term Sheet dated September 13, 2019. ("MOU") for a proposed settlement enabling them to jointly develop a project for the planning, outreach, design, permitting, construction, and completion of a project (the "Marina Improvement Project" or the "Project") that will address environmental concerns with respect to the Site in a comprehensive manner, and that will increase recreational opportunities for the public. The City and PG&E are proceeding in good faith to negotiate a settlement agreement and full and final release and other agreements necessary to settle and dismiss the Action (collectively the "Settlement Agreement") consistent with the terms and conditions summarized in the MOU;

G. On October 15, 2019 The San Francisco Bay Regional Water Quality Control Board issued a Water Code Section 13267 Technical Report Requirement (WB Section 13267 Order) for the West Harbor Marina, directing the Parties "to submit technical reports related to cleanup of elevated concentrations of polycyclic aromatic hydrocarbons (PAHS) in San

Francisco East Harbor Marina.” The order requires reports to be submitted by specified dates, with a draft Feasibility Study Report with a preferred remedial alternative selected by December 11, 2020.

H. The purpose of the Interim CSA is to enable the Parties to proceed with the work set forth in Attachment A to comply with the WB Section 13267 Order during the time that the parties negotiate the Settlement Agreement and to refine and/or to revise the Project parameters, design, work and costs as appropriate and as mutually agreed by the Parties, and as acceptable to the Water Board;

I. All costs expended under this Interim CSA will be included as expenditures under the final Settlement Agreement, and this Interim CSA does not change in any manner the Parties’ agreement to negotiate a final Settlement Agreement with Project funding as set forth in the non-binding MOU;

J. The non-binding MOU, this Interim CSA, and the proposed Settlement Agreement all represent the compromise of disputed claims and are not to be construed as an admission of liability on the part of PG&E, which expressly denies any such liability; and

K. PG&E recognizes that the final Settlement Agreement is subject to the approval of the City’s Board of Supervisors and Mayor, and its Recreation and Parks Commission, in their respective sole discretion.

#### **AGREEMENT**

**THEREFORE**, in consideration of the foregoing Recitals, the promises and mutual covenants contained in this Interim CSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and PG&E agree as follows:

##### **1. Scope of Project Costs Under this Interim CSA**

The tasks that shall be performed, the cost amounts not to exceed for each task, and the contractors either retained or to be retained to perform the tasks pursuant to this Interim CSA are set forth in Exhibit A – Interim Cost Sharing Agreement Summary of Tasks, Costs and Schedule. Costs paid pursuant to this Interim CSA are capped at and shall not exceed \$3,700,000 unless agreed in a writing executed by both City and PG&E.

##### **2. Uncertain Costs:**

The Parties acknowledge that costs listed in Attachment A are best estimates and costs for any particular task may be exceeded upon prior written approval by both Parties: however, the Parties agree that the total cost to be spent under this Interim CSA is \$3,700,000, unless otherwise mutually agreed in writing by formal amendment to this Agreement. This Interim CSA is not intended to be a final agreement between the Parties with respect to Project costs but instead is a necessary step to move forward with the Project and comply with the WB 13267 Order. All costs expended under this Interim CSA are costs contemplated under the non-binding MOU and shall be included in the final Settlement Agreement to be executed by the Parties and allocated between the Parties as set forth that final agreement.

##### **3. PG&E Funding and City Reimbursement**

For purposes of this Interim CSA, all costs in Attachment A will be paid by PG&E: PG&E will reimburse the City for jointly approved Attachment A costs incurred by contractors and

consultants already under contract with the City, and PG&E will pay for jointly approved Attachment A costs incurred by contractors and consultants contracted by PG&E.

All invoices for all Attachment A tasks shall be reviewed and approved by both parties either before payment by PG&E under this Interim CSA or reimbursement by PG&E to City under this Interim CSA. Invoicing for Attachment A costs will occur monthly and invoices shall be jointly reviewed by the Parties within 30 days of receipt. Invoices submitted by City to PG&E for reimbursement under this Interim CSA shall be paid to the City within 30 days. Payment shall be sent to:

San Francisco Recreation and Parks  
Attention: Derek Chu, Director of Finance and Administration  
501 Stanyan Street  
San Francisco, CA 94117

#### **4. Decision Making by Technical Team**

A Technical Team composed of the two decision makers and four consultants, identified below, will work collaboratively in good faith to coordinate and manage the Attachment A tasks within the cost and time schedule contained in Attachment A and to attain the goals of this Interim CSA:

1. City Project manager (Decision Maker)
2. PG&E Project manager (Decision Maker)

In consultation with:

1. City Prime Consultant (Consultant)
2. Joint Permitting Consultant (Consultant)
3. PG&E Prime Consultant (Consultant)
4. Joint Cost Engineer (Consultant)

The costs for the above Technical Team members, with the exclusion of the City and PG&E Project Managers, are included in the Attachment A costs, and shall be paid under this Interim CSA. The City and PG&E shall each incur the costs for their respective Project Managers, regardless of their position as employees of City or PG&E or as contractors. City Recreation and Park Department employee costs and PG&E employee costs shall not be paid or reimbursed under this Interim CSA.

#### **5. Schedule of Tasks**

The Technical Team shall use its best efforts to keep the Attachment A tasks within the budget set forth in Attachment A. Any revision to the Attachment A costs must be mutually agreed in writing by the Parties.

#### **6. Contracting**

The Parties shall mutually agree upon all contractors performing work under Attachment A.

#### **7. Collaboration and Communication**

The Parties agree to make decisions regarding the tasks in Attachment A on a good faith cooperative basis, using all available information.

Both Parties are entitled to communicate fully with any consultant or contractor retained under

this Interim CSA and shall mutually agree upon a shared document repository.

The Parties shall endeavor to jointly communicate with the Water Board and copy the other party on all correspondence to the Water Board.

#### **8. Meet and Confer**

The Technical Team shall work diligently and in good faith to resolve any conflicts between the Parties that arise. Should the Technical Team not be successful in resolving a dispute, then Phil Ginsburg, General Manager, Recreation and Park Department, or his successor, and Kevin Sullivan, Director, Remediation, PG&E, or his successor, shall meet in good faith with the goal of resolving the dispute within thirty (30) calendar days. Attorneys will not participate in the dispute resolution process.

#### **9. Term and Cost**

This Interim CSA will terminate at the occurrence of the earliest of: a) the date the \$3,700,000 (unless modified in a writing executed by both City and PG&E. ) cost cap has been met, b) the date all the tasks set forth in the WB 13267 Directive have been completed to the satisfaction of the Water Board and the Attachment A tasks have been completed to the satisfaction of the City and PG&E, as evidenced by their written agreement to that effect, c) the third anniversary of the execution of this Interim CSA, or (d) the effective date of the Settlement Agreement. This Interim CSA may be extended and otherwise modified by a written document executed by both the City and PG&E in the same manner as this Agreement. But under no circumstances will the term, including any extension, exceed ten years or will the City's total expenditures under this Interim CSA and any previous cost sharing agreements (as this Interim CSA or any other agreements may be amended) exceed \$10 million, in each instance without the prior approval of the Board of Supervisors and Mayor, in their respective sole discretion. PG&E will pay or reimburse the City for all approved Attachment A costs expended by the City under this Interim CSA and no monies reimbursed by PG&E to the City must be repaid until final completion of the Project, in accordance with the repayment terms detailed in the Settlement Agreement.

#### **10. Agreement to Stay the Action**

During the period that this Interim CSA remains in effect, and as consideration for the City's agreement not to prosecute the Action during that term, PG&E agrees to continue tolling the statute of limitations governing the Action, and to assert no other, defense, such as laches, waiver or estoppel, based on the passage of time from the date of the court's dismissal without prejudice of the Action to the date that the Action may be reopened or another action arising out of the same circumstances is filed.

#### **11. Bankruptcy Court Approval**

PG&E's execution and performance of this Agreement are permitted under the "Public Purpose Order" entered by the bankruptcy court on March 12, 2019 as Docket # 843 and does not require additional bankruptcy court approval. PG&E's obligations under this Agreement are subject to the jurisdiction of the bankruptcy court or any other court having jurisdiction over PG&E's chapter 11 cases currently pending before the United States Bankruptcy Court for the Northern District of California (Lead Case No. 19-30088 (DM)).

#### **12. General**

**A. Entire Agreement:** The City and PG&E each acknowledges that this Interim CSA, including its Attachments contain and constitute the entire agreement between the City and PG&E with respect to the matters herein. The terms of this Agreement are contractual and not a mere recital.

**B. No Admission of Liability:** No aspect of this Interim CSA or discussions which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by PG&E or the City of liability for any purpose.

**C. Severability:** If any of the provisions of this Interim CSA or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Interim CSA to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Interim CSA are declared and understood to be severable.

**D. Litigation Costs:** The City and PG&E each shall bear its own legal expenses and costs incurred in connection with the non-binding MOU, this Interim CSA, the Settlement Agreement, and the Action.

**E. Fully Negotiated:** This Interim CSA has been fully negotiated with the assistance of counsel and should not be construed more strictly against one party than another.

**F. Agreement Made in California; Venue:** The formation, interpretation and performance of this Interim CSA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Interim CSA shall be in San Francisco.

**G. Compliance with Laws:** Each and every contractor paid pursuant to this Interim CSA shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Contractor's performance of this Interim CSA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

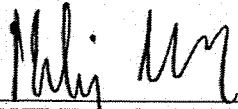
**H. Third Party Beneficiaries:** No third parties are intended by the Parties hereto to be third party beneficiaries under this Interim CSA, and no action to enforce the terms of this Interim CSA may be brought against either party by any person who is not a party hereto.


**13. Counterparts:** This Interim CSA may be signed in electronic counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Interim CSA to be executed and attested by their proper officers thereunder duly as follows:

**CITY AND COUNTY OF SAN FRANCISCO RECREATION AND PARKS DEPARTMENT**

**PACIFIC GAS AND ELECTRIC COMPANY**

By:   
PHILIP A. GINSBURG  
General Manager

By:   
KEVIN SULLIVAN  
Chief, Strategic Planning

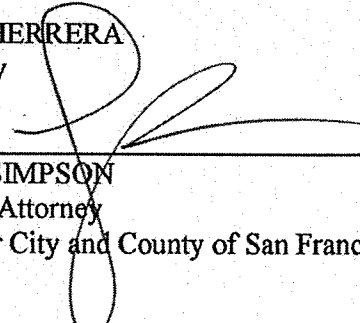
Date: 1-22-20

Date: 1/14/2020

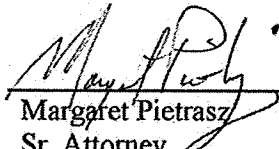
**APPROVED AS TO FORM:**

Dated: 1/22/2020

DENNIS J. HERRERA  
City Attorney

  
LOUISE S. SIMPSON  
Deputy City Attorney  
Attorneys for City and County of San Francisco

Dated: 12/23/2019

PACIFIC GAS AND ELECTRIC COMPANY  
  
Margaret Pietrasz  
Sr. Attorney

**ATTACHMENT A****Interim Cost Sharing Agreement Summary of Tasks, Costs, and Schedule**

Task	Cost	Schedule		
		Q1 - 2020	Q2 - 2020	Q3 - 2020
1) Aesthetics/Visual	\$ 10,000			
2) Air Quality (incl odor and GHGs) with quantitative odor assessment	\$ 50,000			
3) Biological Resource Assessment (BRA/BA)	\$ 40,000			
4) Cultural & Tribal Cultural Resource Assessment	\$ 40,000			
5) Preliminary project description	\$ 10,000			
<b>Integral Subtotal</b>		<b>\$ 150,000</b>		
6) Conceptual design for CEQA	\$ 180,000			
7) Hydrodynamic modeling for breakwater	\$ 200,000			
8) Wave attenuator assessment for reuse	\$ 40,000 *			
9) Geotech investigation for breakwater (one onshore, one offshore borings)	\$ 150,000 *			
9a) Other geotech within East Harbor (one onshore, two offshore borings)	\$ 240,000 *			
10) Seismic analysis for breakwater	\$ 50,000 *			
11) Architectural conceptual design for Fort Mason walkway	\$ 130,000			
12) Assess fuel dock condition for reuse	\$ 20,000 *			
<b>Moffatt &amp; Nichol Subtotal</b>		<b>\$ 1,010,000</b>		
13) Property and Boundary Survey	\$ 30,000			
14) Porewater/surface sediment sampling	\$ 400,000	Report		
15) Bathymetric surveys	\$ 15,000	Q3 2019		
	\$ 15,000			

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Task	Cost	Schedule		
		Q1 - 2020	Q2 - 2020	Q3 - 2020
16) Potrero RCM evaluation	\$ 30,000	Q4 2019		
17) Surface geotechnical evaluation	\$ 50,000	Report		
18) Aestus survey	\$ 500,000		Report	
19) NAPL mobility testing/characterization	\$ 20,000			
20) ISS study	\$ 340,000			Report
21) Other TBD	\$ 75,000	Report		
22) Conceptual design for CEQA	\$ 125,000			
23) Feasibility study	\$ 400,000			Report Q4
<b>Haley &amp; Aldrich Subtotal</b>		<b>\$ 2,000,000</b>		
24) Programmatic support:	\$ 20,000			
Integral	\$ 30,000			
Moffatt & Nichol	\$ 120,000			
Haley & Aldrich				
25) Agency Meetings (assumes 3):	\$ 14,000			
Integral	\$ 25,000			
Moffatt & Nichol	\$ 36,000			
Haley & Aldrich				
26) Outreach/Visioning	\$ 25,000			
27) Community engagement consultant	\$ 50,000			
<b>Technical Team Subtotal</b>		<b>\$ 320,000</b>		
28) Approximate Subcontractor Markup	\$ 235,000			
<b>Markup Subtotal</b>		<b>\$ 235,000</b>		
<b>Total</b>		<b>\$ 3,700,000</b>		

\* Task funded through RPD's existing M&N contract. All other tasks funded through Haley & Aldrich.