



City of Santa Barbara California

PLANNING COMMISSION STAFF REPORT

REPORT DATE: February 25, 2016
AGENDA DATE: March 3, 2016
PROJECT ADDRESS: 520 E. Yanonali Street (MST2014-00199)
 Brine Water Discharge Facility, El Estero Wastewater Treatment Plant

TO: Planning Commission

FROM: Planning Division, (805) 564-5470, extension 4560
 Beatriz Gularte, Senior Planner *BGG*
 Kathleen Kennedy, Associate Planner *Ktk*

I. PROJECT DESCRIPTION

The project consists of a new brine water discharge facility in the southwest corner of the El Estero Wastewater Treatment Plant. Brine water would be trucked to the site by Rayne of Santa Barbara, Inc. (or other authorized companies), discharged into the new facility, and released into the Pacific Ocean via the existing ocean outfall conveyance system.

The project includes the installation of a new 4-inch stainless steel discharge pipe with hose adaptor onto the northern wall of the existing ocean outfall mixing box structure, and a new three-foot by three-foot pre-cast concrete basin beneath the hose adaptor to catch any spills during discharge. An interim digital display meter would be installed on the existing control panel located on the easterly side of the outfall mixing box structure. In the near future, in coordination with the City, this equipment would be upgraded to provide automation of testing equipment and reporting. A small 1-inch sampling line, for testing purposes, would be installed underground and would extend from the southeast corner of the structure approximately 15 feet to one of the new City-installed 6-inch discharge conduits.

II. REQUIRED APPLICATIONS

The discretionary applications required for this project are:

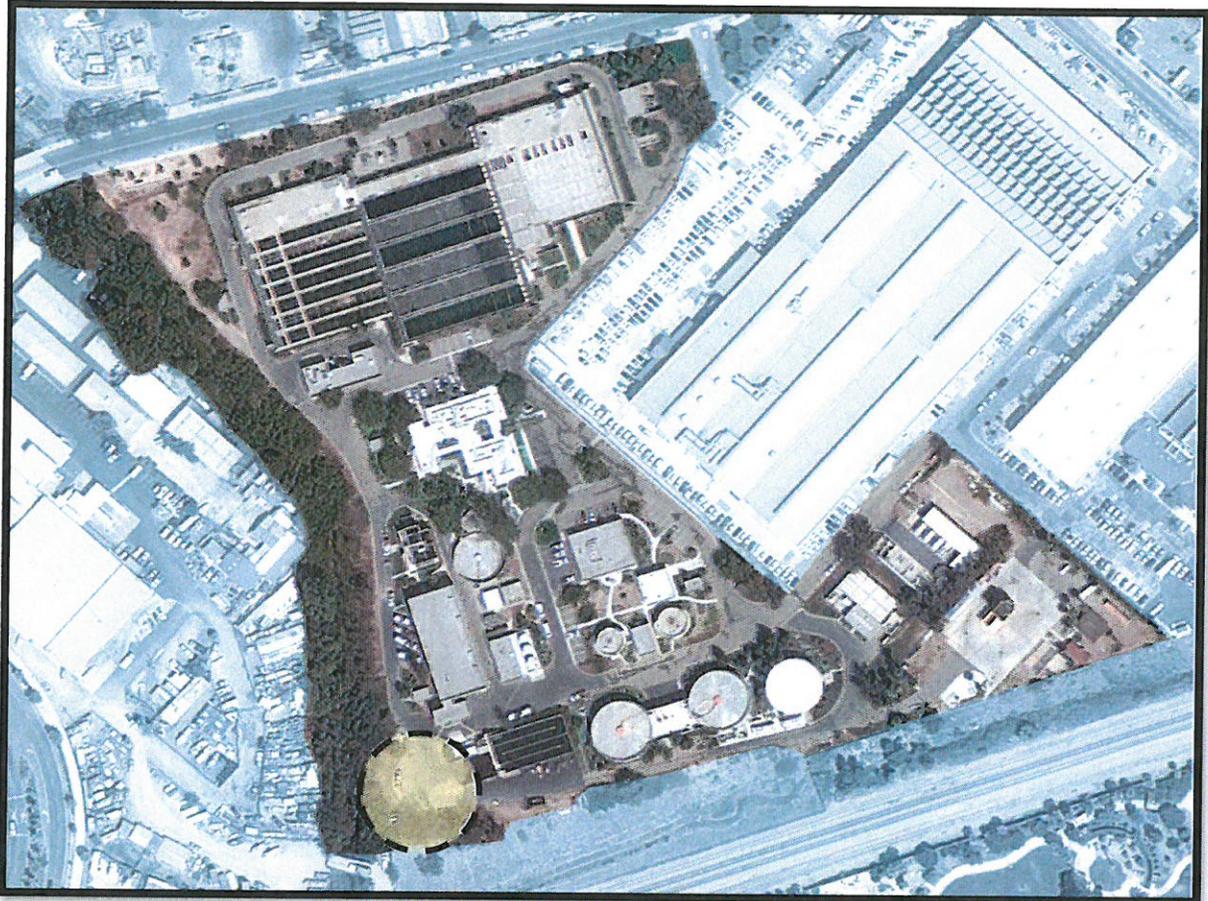
1. A Coastal Development Permit (CDP2014-00009) to allow the proposed development in the Appealable Jurisdiction of the City's Coastal Zone (SBMC §28.44.060); and
2. A Conditional Use Permit to allow the proposed use in the OM-1 Zone (SBMC Section 28.73.030 and SBMC Chapter 28.94).

APPLICATION DEEMED COMPLETE: January 28, 2016
DATE ACTION REQUIRED: April 27, 2016

III. RECOMMENDATION

If approved as proposed, the project would conform to the City's Zoning and Building Ordinances and policies of the General Plan and Local Coastal Plan. In addition, the size and

massing of the project are consistent with the surrounding built environment. Therefore, Staff recommends that the Planning Commission approve the project, making the findings outlined in Section X of this report, and subject to the conditions of approval in Exhibit A.



El Estero Wastewater Treatment Plant Aerial View
Proposed Brine Water Discharge Facility in Southwest Corner

IV. **BACKGROUND**

The El Estero Wastewater Treatment Plant (EEWTP), initially constructed in 1951, has primary sedimentation, secondary treatment, tertiary filtration, and disinfection processes. The desalination plant began operation in 1992 and was placed in a standby condition after three months. On June 16, 2015, the City Council approved the reactivation of the desalination plant.

The wastewater treatment plant effluent discharge and desalination plant effluent (brine water) discharge are to be co-mingled in the existing brine water mixing box constructed as a component of the desalination plant in 1992. After mixing, the combined effluent will be discharged from the mixing box via a single pipe to an effluent outfall structure located approximately 8,700 feet

off-shore. The existing brine water mixing box has functioned as a sampling station for wastewater effluent only while the desalination plant has been in standby mode.

On February 4, 2016, the Planning Commission approved a Coastal Development Permit for the construction of a brine box effluent sample pump and 6-inch discharge conduits to automate effluent sample station operations downstream from the existing brine water mixing box, and a pressure manhole upstream to allow relocation of the wastewater effluent sampling station currently installed at the mixing box. The sampling station project was necessary to allow compliance with the current National Pollutant Discharge Elimination System (NPDES) permit requirements for both the wastewater treatment plant and the desalination plant. The NPDES permit mandates that these be in place and operational prior to production of potable water production.

V. SITE INFORMATION

Applicant:	City of Santa Barbara, Public Works /Rayne of Santa Barbara, Inc.		
Property Owner:	City of Santa Barbara		
Site Information			
Parcel Number:	017-113-016	Lot Area:	344,124 square feet
General Plan:	Institutional	Zoning:	OM-1 /S-D-3 (Ocean-Oriented Light Manufacturing/ Coastal Overlay Zones)
Local Coastal Plan: Major Public and Institutional			
Existing Use:	Wastewater Treatment/Desalination Brine Water Discharge	Topography:	Minor slope, less than 1%
Adjacent Land Uses			
North - Desalination Plant/Rescue Mission		East - Industrial/Commercial	
South - Railroad/ Chase Palm Park		West - Laguna Channel/ Industrial	

VI. PROPOSED PROJECT

Rayne of Santa Barbara, Inc. (Rayne) is a private corporation, which provides water conditioning (softening) services to customers in the Santa Barbara County area. The water conditioning process results in a sodium chloride (NaCl) salt by-product that requires disposal. Currently, the brine water is trucked to the South San Luis Obispo County Sanitation District's Wastewater Treatment Plant located in Oceano, California.

For the past few years, Rayne has been working with the City of Santa Barbara to coordinate the installation of a new brine water discharge facility at the El Estero Waste water Treatment Plant. In 2013, Rayne obtained a National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges with Low Threat to Water Quality (WDR Order No. R3-2011-0223; NPDES No. CAG993001) issued by the California Regional Water Quality Control Board (RWQCB), which allows Rayne to discharge its brine water into the Pacific Ocean via the City's ocean outfall conveyance system. According to the RWQCB, "Low Threat" discharges are

discharges that contain minimal amounts of pollutants and pose little or no threat to water quality and the environment.

The brine water would be discharged into the mixing box, which is at a point in the process after water is recovered for recycling/landscape irrigation purposes, because the high salt content would pose a problem for vegetation. The ocean outfall conveyance system has the hydraulic capacity to accept brine water from Rayne and/or other companies.

As described above, the proposed brine water discharge facility includes the installation of a new discharge pipe with hose adaptor onto the existing ocean outfall mixing box structure. The proposed operation would involve the delivery of brine water to the site by either a large 5,000 gallon 18-wheel tractor-trailer truck or a small 2,000 gallon truck with a tank mounted on a truck bed. The brine water would be discharged from the delivery truck to the new hose adaptor. The driver would access the new meter on the control panel and manually record the discharge information. The process is expected to take approximately 30 minutes to an hour per truck.

Per the pending agreement between Rayne and the City of Santa Barbara (Exhibit E), deliveries would occur Monday through Friday between the hours of 8 a.m. and 5 p.m. It is anticipated that the normal brine water delivery would not exceed 10,000 gallons per day (two large truck or five small truck deliveries per day) or 30,000 gallons per week (six large truck or 15 small truck deliveries per week). Under this scenario, deliveries would most likely occur three days per week.

Additional deliveries may be requested; however, the maximum weekly brine water delivery is not expected to exceed 50,000 gallons (ten large truck or 25 small truck deliveries per week). Under this scenario, deliveries could potentially occur each week day.

The installation of the small 1-inch sampling line would be coordinated with the installation of the 6-inch discharge conduits by the City. Also, in the near future, in coordination with the City's upgrades for the desalination plant, the meter would be upgraded to provide automation of testing equipment and reporting.

Although Rayne is a co-applicant for this project, and would install the necessary equipment, other companies would be allowed to use the brine water discharge facility at the discretion of the City of Santa Barbara. At this point, it is anticipated that one or two other water conditioning companies may utilize the facility in the next few years. The volume of deliveries for each new user would be expected to be similar to or less than the Rayne proposal. Therefore, normal deliveries for a total of three users would be approximately 90,000 gallons per week (18 large truck or 45 small truck deliveries per week). Because truck deliveries would be staggered throughout each day due to only one truck being able to discharge at a time, the maximum number of peak hour trips would be one to two a.m. or p.m. peak hour trips. Therefore, no traffic impacts are expected to occur.

In the event that the City of Santa Barbara desires to enter into an agreement with a company that would result in more than a total of 18 large truck or 45 small truck deliveries per week, the proposal shall be reviewed at a minimum as a Level Three Substantial Conformance Determination (Planning Commission Lunch Meeting) request.

VII. POLICY AND ZONING CONSISTENCY ANALYSIS

A. ZONING ORDINANCE CONSISTENCY

1. OCEAN-ORIENTED LIGHT MANUFACTURING (OM-1)

Pursuant to SBMC Sections 28.73.030.A. and 28.73.030.D., the existing El Estero water Treatment Plant is nonconforming to the requirement that wastewater/sanitation treatment facilities require a Conditional Use Permit in the OM-1 Zone. As allowed by SBMC §28.87.030.E., a nonconforming use may be maintained and continued, provided there is no increase or enlargement of the floor area of the buildings or structures on site, and no increase in the intensity of use.

In this case, although the proposed brine water discharge facility would utilize the existing El Estero Wastewater Treatment Plant ocean outfall conveyance system, it will increase the intensity of use because the use involves the discharge of brine water brought to the site from an outside source. Therefore, the proposed project requires a Conditional Use Permit. Findings required for all conditional use permit applications as well as specific findings for the OM-1 zone are included in Section X below.

The proposed project is consistent with all other applicable regulations of the OM-1 zone.

2. COASTAL OVERLAY ZONE (S-D-3)

SBMC Section 28.44.060 states that any development, not subject to one of the exclusions or exemptions specified in the chapter, requires a Coastal Development Permit. Due to its location, within 50 feet of an Environmentally Sensitive Habitat Area (ESHA) along Laguna Creek Channel, the project does not qualify for either an exclusion or exemption. Therefore, the proposed project requires a Coastal Development Permit.

B. LOCAL COASTAL PLAN CONSISTENCY

The project site is located in Component Five of the Local Coastal Plan (LCP). Other existing uses in this component are primarily light industrial, limited commercial, and some scattered residential. The LCP designation of Major Public and Institutional provides for public facilities uses, including waste water treatment facilities.

The project would not reduce convenience of access to or along the coast during construction or after construction because the site does not currently provide any public access. Similarly, the availability of recreational or visitor-serving uses would not be affected by the project. LCP policies applicable to this project are discussed below and attached as Exhibit F.

1. Biological Resources

LCP Policies 6.1, 6.2, 6.8, 6.9 and 6.10 serve to protect biological productivity and water quality of the City's riparian resources. The biological resources adjacent to the project site (Laguna Creek Channel) would not be impacted with the implementation of protective measures recommended in the Biological Resource Assessment Report (Dudek January 2015) and MMRP prepared for the desalination plant reactivation project, and included as conditions of approval for the proposed brine water discharge facility project. Therefore, the proposed project is consistent with these policies.

2. Visual Resources

LCP Policy 9.1 protects views to, from, and along the ocean and scenic coastal areas. The project would not alter any views available from public viewpoints because the new facility would be within the existing waste water treatment plant and would not be visible from a public viewpoint. Therefore, the proposed project is consistent with this policy.

C. CALIFORNIA COASTAL ACT

The Coastal Act defines land within the Coastal Zone as part of a valuable natural resource of vital and enduring interest to all the people. The Coastal Act prescribes policies for protecting the Coast through environmental protection and land-use restrictions. The project as described would be consistent with the applicable policies of the California Coastal Act.

1. ENVIRONMENTALLY SENSITIVE HABITAT AREAS

The California Coastal Act requires that environmentally sensitive habitat areas (ESHA) be protected (Public Resources Code [PRC] §30240). The project site is adjacent to the Laguna Creek Channel, which has previously been identified as ESHA. While no development is proposed within the identified ESHA, implementation of protective measures as recommended in the Biological Resource Assessment Report (Dudek January 2015) and MMRP prepared for the desalination plant reactivation project, and included as conditions of approval for the proposed brine water discharge facility project, will further assure that the project will have no direct or indirect impacts to the adjacent resource. Therefore, the proposed project would be consistent with this policy.

2. PUBLIC WORKS PROJECTS

The Coastal Act states that new and expanded public works facilities shall be designed and limited to accommodate needs generated by development or uses permitted consistent with the provisions of the Act (PRC §30254). The proposed project development would not preclude services to coastal-dependent land uses, essential public services and basic industries vital to the economic health of the region, state, or nation. Nor would it preclude public recreation, commercial recreation, or visitor-serving land uses. Therefore, the proposed project would be consistent with this policy.

3. COASTAL VISUAL RESOURCES

California Coastal Act states that coastal scenic visual resources shall be protected (PRC §30251). The proposed improvements are minor and would not obstruct scenic views afforded to the waterfront or surrounding area. Therefore, the proposed project would be consistent with this policy.

VIII. ENVIRONMENTAL REVIEW

The Environmental Analyst has determined that the project is exempt from further environmental review pursuant to the California Environmental Quality Act Guidelines §15303 (New Construction or Conversion of Small Structures). The Santa Barbara Master Environmental Assessment (MEA) for the proposed project and technical studies prepared for the desalination plant reactivation project were used in the evaluation of the proposed project.

1. CULTURAL RESOURCES

The project site is within the boundaries of the American Period and the Early 20th Century Period archaeological resource sensitivity areas. An Archaeological Survey Report (Dudek, May 2015) completed for the desalination reactivation project concluded that due to the extensive ground disturbance that has previously occurred on the site (i.e. grading, excavation, construction, trenching and imported fill) there was very low potential to impact cultural resources. The standard condition of approval regarding discovery of unanticipated archaeological resources has been included.

2. BIOLOGICAL RESOURCES

While the proposed project is not in a sensitive resource area, it is adjacent to the Laguna Creek Channel ESHA which is identified in the City's MEA as containing several biological resources. With the implementation of protective measures recommended in the Biological Resource Assessment Report (Dudek January 2015) and MMRP prepared for the desalination plant reactivation project, and included as conditions of approval for the proposed brine water discharge facility project, potential impacts to these resources would be minimized to a less than significant level.

3. WATER QUALITY

As stated previously, Rayne obtained a NPDES General Permit from the California Regional Water Quality Control Board (RWQCB), which allows Rayne to discharge brine water into the Pacific Ocean via the El Estero Wastewater Treatment Plant. The permit includes requirements for monitoring and reporting to the Board to verify compliance with the permit.

4. TRAFFIC

As stated previously, normal deliveries for a total of three users would be approximately 90,000 gallons per week (18 large truck or 45 small truck deliveries per week). Because truck deliveries would be staggered throughout each day due to only one truck being able to discharge at a time, the maximum number of peak hour trips would be one to two a.m. or p.m. peak hour trips. Therefore, no traffic impacts are expected to occur.

IX. DESIGN REVIEW

Given the limited nature and small scale of the proposed project, as well as the location (within the existing El Estero Wastewater Treatment Plant facility), staff determined that the project meets the criteria for administrative staff review and approval. Improvements would be installed below grade and on the exterior of the existing mixing box structure. These improvements are minor and would not be visible from any public view. No additional conditions of approval are recommended.

X. FINDINGS

The Planning Commission finds the following:

A. COASTAL DEVELOPMENT PERMIT (SBMC §28.44.150)

1. The project is consistent with the policies of the California Coastal Act, as described in Section VII (C) of the Staff Report. This includes, but is not limited to, consistency with requirements that environmentally sensitive habitat areas (ESHA) be protected and that proposed development should neither preclude services to coastal-dependent land uses, essential public services and basic industries vital to the economic health of the region, state, or nation, nor preclude public recreation, commercial recreation, or visitor-serving land uses. The project would be consistent with these policies.
2. The project is consistent with all applicable policies of the City's Local Coastal Plan, all applicable implementing guidelines, and all applicable provisions of the Code, as described in Section VII (B) of the Staff Report. This includes, but is not limited to, consistency with LCP Policies 6.1, 6.2, 6.8, 6.9 and 6.10, which serve to protect biological productivity and water quality of the City's riparian resources and LCP Policy 9.1, which protects views to, from, and along the ocean and scenic coastal areas.

B. CONDITIONAL USE PERMIT (SBMC SECTION 28.73.030 AND SBMC CHAPTER 28.94)

1. Any such use is deemed essential or desirable to the public convenience or welfare and is in harmony with the various elements or objectives of the Comprehensive General Plan.

The brine water discharge facility is desirable at the proposed location because the existing ocean outfall conveyance system has the hydraulic capacity to accept brine water from Rayne and/or other water conditioning companies. Disposal of the brine water at the proposed location is a public convenience that is compatible with the Local Coastal Plan, as described in Section VII (B) of the Staff Report.

2. Such uses will not be materially detrimental to the public peace, health, safety, comfort and general welfare and will not materially affect property values in the particular neighborhood involved.

The proposed use is compatible with the existing wastewater treatment plant, which is located near industrial and commercial uses and therefore, will not impact the neighborhood.

3. The total area of the site and the setbacks of all facilities from property and street lines are of sufficient magnitude in view of the character of the land and of the proposed development that significant detrimental impact on surrounding properties is avoided.

The proposed equipment is minor in nature, is compatible with the onsite built environment, and will have no impact on the surrounding properties.

4. Adequate access and off-street parking including parking for guests is provided in a manner and amount so that the demands of the development for such facilities are adequately met without altering the character of the public streets in the area at any time.

Adequate access to the site is available for delivery trucks. No additional parking spaces are required since the use involves delivery only and adequate space is available onsite for trucks to discharge the brine water into the brine water discharge facility.

5. The appearance of the developed site in terms of the arrangement, height, scale and architectural style of the buildings, location of parking areas, landscaping and other features is compatible with the character of the area. The Planning Commission shall have the authority to approve the design of open space. Design shall mean size, shape, location and usability for proposed private, public, or quasi-public purposes and development. Approval of such open spaces may be expressly conditioned upon an offer of conveyance by the owner to the City of Santa Barbara of the development rights, the right to prohibit the construction of additional buildings, or other property rights, necessary to achieve the purpose set forth in this title.

The proposed use involves the installation of equipment that would be compatible with the existing mixing box structure and the surrounding built environment on the project site. No open space restrictions are necessary with the proposed project.

6. Compliance with any additional specific requirements for a conditional use permit.

The proposed project would also be subject to the requirements of the RWQCB permit and the Agreement between Rayne of Santa Barbara, Inc. (or other authorized companies) and the City of Santa Barbara.

7. The use is compatible with ocean-dependent or ocean-related uses.

The use is compatible with the existing desalination plant facility that currently allows discharging of brine water and is ocean-dependent.

8. The property would have no feasible economic value if limited to ocean-dependent or ocean-related uses. This finding shall be substantiated by competent evidence determined by the Planning Commission to be objective which includes no present or future demand for ocean-dependent or ocean-related uses.

The property is currently being used as a wastewater treatment plant and desalination facility. The new brine water discharge facility used to accept brine water from offsite would not preclude the use of the site for other ocean-dependent or ocean-related uses.

Exhibits:

- A. Conditions of Approval
- B. Applicable Measures (MMRP for Desalination Plant)
- C. Civil Plan Sheet C-1 and Site Photograph
- D. Applicant's letter, dated January 27, 2016
- E. Draft Agreement between City of Santa Barbara and Rayne
- F. Applicable Local Coastal Plan Policies

PLANNING COMMISSION CONDITIONS OF APPROVAL

520 E. YANONALI STREET
EL ESTERO WASTE WATER TREATMENT PLANT
COASTAL DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT
MARCH 3, 2016

I. In consideration of the project approval granted by the Planning Commission and for the benefit of the El Estero Wastewater Treatment Plant and occupants of its property, the owners and occupants of adjacent real property and the public generally, the following terms and conditions are imposed on the use, possession, and enjoyment of the project site:

A. **Order of Development.** In order to accomplish the proposed development, the following steps shall occur in the order identified:

1. Obtain all required design review approvals.
2. Pay Land Development Team Recovery Fee.
3. Permits - Submit an application for and obtain a Building Permit (BLD) for construction of approved development and complete said development.

Details on implementation of these steps are provided throughout the conditions of approval.

B. **Written Agreement.** The Applicant shall submit a letter to the Planning Division indicating the following:

1. **Approved Development.** The development approved by the Planning Commission on March 3, 2016 is limited to a new brine discharge facility consisting of a new discharge pipe with hose adaptor on the existing ocean outfall mixing box structure, a small 1-inch sampling line, for testing purposes, installed underground extending from the southeast corner of the structure approximately 15 feet to one of the new City-installed 6-inch discharge conduits and related improvements, as shown on the plans signed by the chairman of the Planning Commission on said date and on file at the City of Santa Barbara.
2. **Use Limitations.** Although Rayne is a co-applicant for this project, and would install the necessary equipment, other companies would be allowed to use the brine discharge facility at the discretion of the City of Santa Barbara. In the event that the City desires to enter into an agreement with a company that would result in more than a total of 18 large truck or 45 small truck deliveries per week, the proposal shall be reviewed as a Level Three Substantial Conformance Determination (Planning Commission Lunch Meeting) request.

C. **Requirements Prior to Permit Issuance.** The Applicant shall submit the following, or evidence of completion of the following, for review and approval by the Department listed below prior to the issuance of any permit for the project. Please note that these conditions are in addition to the standard submittal requirements for each department.

1. **Community Development Department.**
 - a. **Written Agreement.** Provide the written instrument that includes all of the conditions identified in Condition B "Written Agreement" to the Community Development Department prior to issuance of any building permits.

- b. **Contract with Biologist.** Submit a contract with a City approved qualified biologist to perform the pre-construction nesting bird survey and construction monitoring as described in Conditions D.1 and D.2. The contract shall be subject to the review and approval of the Environmental Analyst.
- c. **Contractor and Subcontractor Notification.** The Applicant shall notify in writing all contractors and subcontractors of the site rules, restrictions, and Conditions of Approval. Submit a draft copy of the notice to the Planning Division for review and approval.
- d. **Conditions on Plans/Signatures.** The final Resolution shall be provided on a full size drawing sheet as part of the drawing sets. Each condition shall have a sheet and/or note reference to verify condition compliance. If the condition relates to a document submittal, indicate the status of the submittal. A statement shall also be placed on the sheet as follows: The undersigned have read and understand the required conditions, and agree to abide by any and all conditions which are their usual and customary responsibility to perform, and which are within their authority to perform.

Signed:

_____	_____	_____
Applicant	Date	License No.
_____	_____	_____
Contractor	Date	License No.
_____	_____	_____
Architect	Date	License No.
_____	_____	_____
Engineer	Date	License No.

- D. **Construction Implementation Requirements.** All of these construction requirements shall be carried out in the field by the Applicant and/or Contractor for the duration of the project construction.
 - 1. **Pre-construction Nesting Bird Survey (MMRP BIO-12).** A pre-construction survey for nesting birds shall be conducted by a qualified biologist to determine if active nests of special-status birds, or common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code, are present in the construction zone or within 300 feet of the construction zone. The survey shall be conducted within one week prior to construction or site preparation activities that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically March 1 through August 30).
 - 2. **Nesting Bird Buffers and Requirements (MMRP BIO-13).** If active nests are found, a no construction buffer shall be established at a minimum of 100-foot (this distance may be greater depending on the bird species and construction activity, as determined by the biologist) around the nest site where it overlaps with work areas. Clearing and

construction within no-construction buffer shall be postponed or halted, at the discretion of the biologist, until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. In addition, all active nests shall be mapped with a GPS unit and nest locations with 100-foot buffers overlain on aerial photographs to provide regular updated maps to inform the Project manager/engineer and construction crew of areas to avoid. The City approved biologist should also serve as a construction monitor during the breeding season to ensure that there are no inadvertent impacts to nesting birds.

3. **Riparian Protection (MMRP BIO-15).** All construction-related activities, including, but not limited to demolition, construction, staging area, and access routes shall be located a minimum of 50-feet from riparian habitat associated with Laguna Channel and El Estero Swale, when possible. In locations where the construction activities encroach within this buffer, it is important to provide further protection to riparian vegetation and the wetland and aquatic habitats of Laguna Channel to the greatest extent possible. Specifically, these protection measures shall include the following:
 - a. The Contractor shall establish a temporary barrier between riparian habitat using highly visible construction fencing to ensure that trees and other vegetation are visible during construction. It is recommended that the fencing be placed along the access road, just to the west of the curb.
 - b. The Contractor shall install road signs along the western access route that notify drivers of sizeable vehicles/construction equipment (cranes, drilling rigs, water and concrete trucks, etc.) that sensitive riparian trees and vegetation occur adjacent to the road and work site.
 - c. When sizeable construction equipment is working near riparian vegetation, it is highly encouraged that flaggers are utilized to assist in equipment positioning to avoid riparian impacts during construction activities.
 - d. If direct impacts to riparian vegetation cannot be avoided, a CDFW Streambed Alteration Agreement (SAA) pursuant to Section 1600 et seq. of the California Fish and Game Code should be acquired before initiation of construction.
4. **Best Management Practices (BMPs) (MMRP BIO-14).** The Contractor shall install appropriate BMPs to control sediment, coarse particles, concrete, and other materials exposed during demolition and drilling to protect aquatic, wetland, and riparian habitats adjacent to construction site. Erosion control measures should be implemented to prevent runoff of these materials into Laguna Channel and El Estero Swale. Silt fencing, straw bales, and/or sand bags should be used in conjunction with other methods to prevent turbid waters from entering stream channels.

During construction activities, washing of concrete, paint, or equipment shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Washing will not be allowed in locations where the tainted water could enter the sanitary sewer system, Laguna Channel or El Estero Swale.

5. **Pre-Construction Conference.** Not less than 10 days or more than 20 days prior to commencement of construction, a conference to review site conditions, construction

schedule, construction conditions, and environmental monitoring requirements shall be held by the General Contractor. The conference shall include representatives from the Public Works Department Engineering Divisions, Community Development Department Building and Planning Divisions, the Creeks Division, the approved Biologist, Contractor and each Subcontractor.

6. **Construction Storage / Staging.** Construction vehicle / equipment / materials storage and staging shall be done on-site. No parking or storage shall be permitted within the identified “no disturbance buffer” adjacent to the Laguna Creek Channel, unless specifically permitted by the Creeks Division.
7. **Construction Parking.** During construction, free parking spaces for construction workers shall be provided on-site.
8. **Biological Compliance Report.** The City-approved biologist shall submit a report at time of project completion regarding compliance with Conditions D.1 and D.2 to the Community Development Department.
9. **Unanticipated Archaeological Resources Contractor Notification.** Standard discovery measures shall be implemented per the City master Environmental Assessment throughout grading and construction: Prior to the start of any vegetation or paving removal, demolition, trenching or grading, contractors and construction personnel shall be alerted to the possibility of uncovering unanticipated subsurface archaeological features or artifacts. If such archaeological resources are encountered or suspected, work shall be halted immediately, the City Environmental Analyst shall be notified and the Applicant shall retain an archaeologist from the most current City Qualified Archaeologists List. The latter shall be employed to assess the nature, extent and significance of any discoveries and to develop appropriate management recommendations for archaeological resource treatment, which may include, but are not limited to, redirection of grading and/or excavation activities, consultation and/or monitoring with a Barbareño Chumash representative from the most current City qualified Barbareño Chumash Site Monitors List, etc.

If the discovery consists of possible human remains, the Santa Barbara County Coroner shall be contacted immediately. If the Coroner determines that the remains are Native American, the Coroner shall contact the California Native American Heritage Commission. A Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.

If the discovery consists of possible prehistoric or Native American artifacts or materials, a Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.

A final report on the results of the archaeological monitoring shall be submitted by the City-approved archaeologist to the Environmental Analyst within 180 days of completion of the monitoring and prior to any certificate of occupancy for the project.

E. General Conditions

1. **Compliance with Requirements.** All requirements of the City of Santa Barbara and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met. This includes, but is not limited to, the Endangered Species Act of 1973 and any amendments thereto (16 Uq.), the 1979 Air Quality Attainment Plan, and the California Code of Regulations.
2. **Land Development Team Recovery Fee Required.** The land development team recovery fee (30% of all planning fees, as calculated by staff) shall be paid at time of building permit application.

II. NOTICE OF COASTAL DEVELOPMENT PERMIT TIME LIMITS:

The Planning Commission action approving the Coastal Development Permit shall expire two (2) years from the date of final action upon the application, per Santa Barbara Municipal Code §28.44.230, unless:

1. Otherwise explicitly modified by conditions of approval for the coastal development permit.
2. A Building permit for the work authorized by the coastal development permit is issued prior to the expiration date of the approval.
3. The Community Development Director grants an extension of the coastal development permit approval. The Community Development Director may grant up to three (3) one-year extensions of the coastal development permit approval. Each extension may be granted upon the Director finding that: (i) the development continues to conform to the Local Coastal Program, (ii) the applicant has demonstrated due diligence in completing the development, and (iii) there are no changed circumstances that affect the consistency of the development with the General Plan or any other applicable ordinances, resolutions, or other laws.

III. NOTICE OF CONDITIONAL USE PERMIT TIME LIMITS:

The Planning Commission action approving the Conditional Use Permit Amendment shall terminate two (2) years from the date of the approval, per Santa Barbara Municipal Code §28.87.360, unless:

1. An extension is granted by the Community Development Director prior to the expiration of the approval; or
2. A Building permit for the use authorized by the approval is issued and the construction authorized by the permit is being diligently pursued to completion and issuance of a Certificate of Occupancy.

Charles Meyer Desalination Facility Reactivation Project Mitigation Monitoring and Reporting Program

**Table 1
Mitigation Monitoring and Reporting Program**

MMRP Mitigation No.	Original Mitigation Identifier	Mitigation Measures	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
				Pre Const.	During Const.	Post Const.		Initials	Date	
BIO-11	Minimization of Effects to Snowy Plover Critical Habitat 2	Beach sand maintenance or replacement. During the Actions, all efforts will be made to not disturb sand substrates more than is required for access to the weir box and activities within the fenced work areas. During the Actions, beach sand paths uses to access the weir box will be maintained or piled and replaced after activities are completed. After the Actions are completed at the weir box, the disturbed sand (both around the weir box and paths used to access the work area) will be replaced. The replacement of sand will include raking and leveling the sand back to pre-activity condition or replacing any sand that was piled during work activities.	Site Inspection		X		DBO Contractor			
BIO-12	Avoidance of Nesting Birds under the Migratory Bird Treaty Act of 1918, 1	Pre-Action Nesting Bird Survey. A pre-Action survey for nesting birds should be conducted by a qualified biologist to determine if active nests of special-status birds, or common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code, are present within 300 feet of the maintenance/repair zone. The survey should be conducted within one week prior to initiation of Actions that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically March 1 through August 30).	Survey Report and Site Inspection	X	X		DBO Contractor			
BIO-13	Avoidance of Nesting Birds under the Migratory	Nesting Bird Buffers and Requirements. If active nests are found, a no activity buffer shall be established at a minimum of 100-foot (this distance may be greater depending on the bird species and activity, as determined by the biologist) around the nest site where it overlaps with	Site Inspection		X		DBO Contractor			

Charles Meyer Desalination Facility Reactivation Project Mitigation Monitoring and Reporting Program

Table 1
Mitigation Monitoring and Reporting Program

MMRP Mitigation No.	Original Mitigation Identifier	Mitigation Measures	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
				Pre Const.	During Const.	Post Const.		Initials	Date	
	Bird Treaty Act of 1918, 2	work areas. Activities within no-maintenance buffer shall be postponed or halted, at the discretion of the biologist, until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. In addition, all active nests shall be mapped with a GPS unit and nest locations with 100-foot buffers overlain on aerial photographs to provide regular updated maps to inform the Project manager/engineer and maintenance crew of areas to avoid. The City-appointed biologist should also serve as a compliance monitor during the breeding season to ensure that there are no inadvertent impacts to nesting birds.								
BIO-14	Avoidance of Indirect Biological Effects 1	Best Management Practices (BMPs). The Contractor will implement appropriate BMPs to control sediment, coarse particles, concrete, and other materials exposed during demolition and drilling to protect aquatic, wetland, and riparian habitats adjacent to construction site. Erosion control measures will be implemented to prevent runoff of these materials into Laguna Channel and El Estero Swale. Silt fencing, straw bales, and/or sand bags will be used in conjunction with other methods to prevent turbid waters from entering stream channels. During construction activities, washing of concrete, paint, or equipment shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Washing will not be allowed in locations where the tainted water could enter Laguna Channel or El Estero Swale.	Site Inspection		X		DBO Contractor			

Charles Meyer Desalination Facility Reactivation Project Mitigation Monitoring and Reporting Program

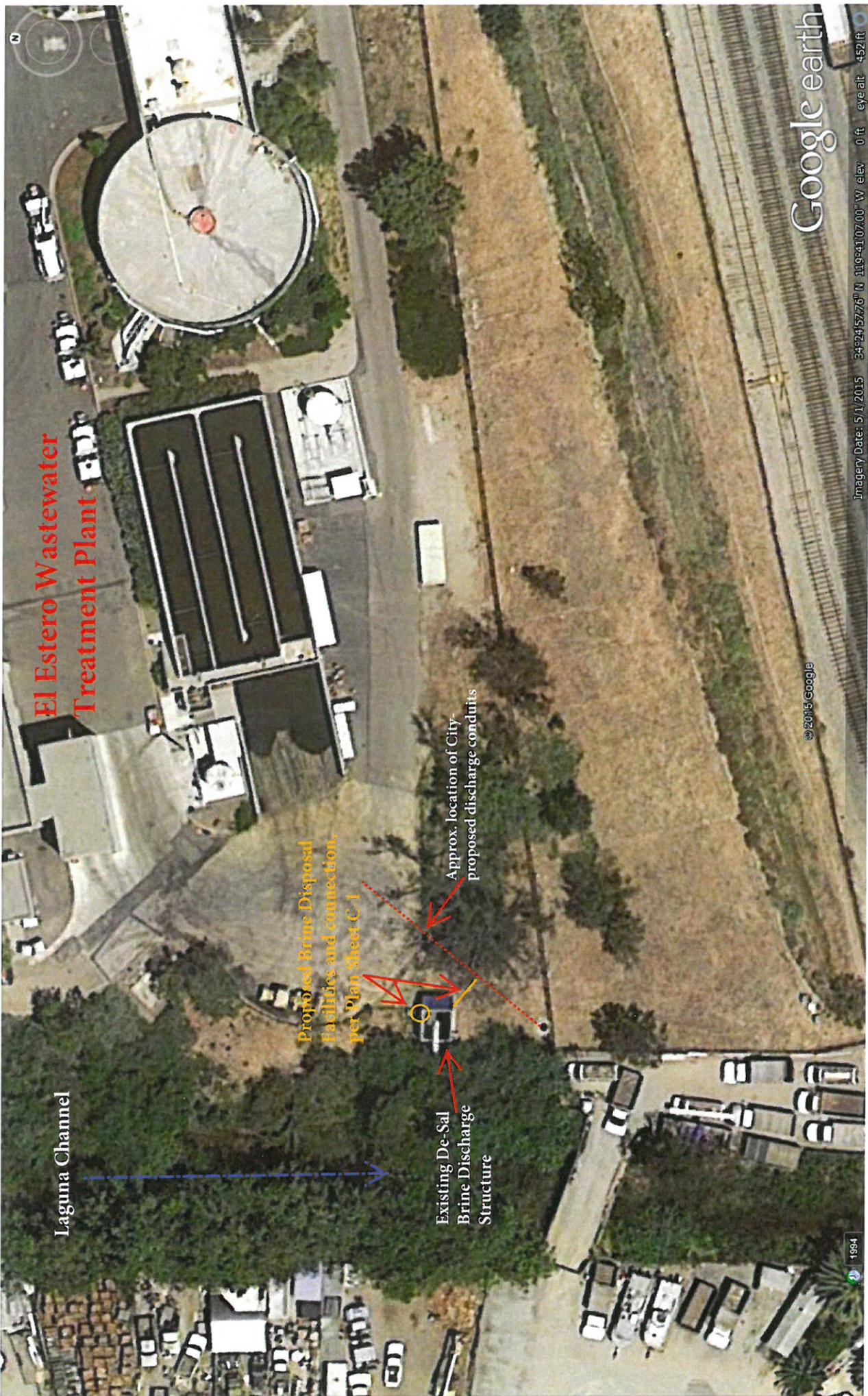
Table 1
Mitigation Monitoring and Reporting Program

MMRP Mitigation No.	Original Mitigation Identifier	Mitigation Measures	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
				Pre Const.	During Const.	Post Const.		Initials	Date	
BIO-15	Avoidance of Indirect Biological Effects 2	<p>Wetland and Riparian Protection. All construction-related activities, including, but not limited to demolition, construction, staging area, and access routes will be located a minimum of 50-feet from riparian habitat associated with Laguna Channel and El Estero Swale, when possible. In locations where the construction activities encroach within this buffer, further protection to riparian vegetation and the wetland and aquatic habitats of Laguna Channel should be implemented. Specifically, these protection measures will include the following:</p> <ul style="list-style-type: none"> a. The Contractor will establish a temporary barrier between riparian habitat using highly visible construction fencing to ensure that trees and other vegetation are visible during construction. It is recommended that the fencing be placed along the access road, just to the west of the curb. b. The Contractor will install road signs along the western access route that notify drivers of sizeable vehicles/construction equipment (cranes, drilling rigs, water and concrete trucks, etc.) that sensitive riparian trees and vegetation occur adjacent to the road and work site. c. When sizeable construction equipment is working near riparian vegetation, it is highly encouraged that flaggers are utilized to assist in equipment positioning to avoid 	Site Inspection		X		DBO Contractor			

Charles Meyer Desalination Facility Reactivation Project Mitigation Monitoring and Reporting Program

Table 1
Mitigation Monitoring and Reporting Program

MMRP Mitigation No.	Original Mitigation Identifier	Mitigation Measures	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
				Pre Const.	During Const.	Post Const.		Initials	Date	
		<p>riparian impacts during construction activities</p> <p>d. If direct impacts to riparian vegetation cannot be avoided, a CDFW Streambed Alteration Agreement (SAA) pursuant to Section 1600 et seq. of the California Fish and Game Code will be acquired before initiation of construction. This SAA will add additional costs and time, thus it is beneficial to the fast-paced track of this Project to avoid riparian vegetation. The SAA is further discussed in mitigation measure BIO-5 (Streambed Alteration Agreement).</p>								
BIO-16	Avoidance of Indirect Biological Effects 3	<p>Workers Educational Training. Prior to the initiation of any site disturbance and/or construction activities, all personnel associated with the Projects will attend a worker education training program (program) conducted by a qualified biologist. In general, it is recommended that the program discuss tidewater goby and Western pond turtle habitat preference(s), occupied habitat in the area, life histories, law and regulations, as well as potential construction impacts and protection measures, and project limits. Protections and regulations for the Laguna Channel, the riparian habitat, and nesting birds will also be included in the program. It is recommended that a species and habitat fact sheet also be developed prior to the training program and distributed at the training program to all contractors, employers and other</p>	Pre-construction Training	X					DBO Contractor	



El Estero Wastewater Treatment Plant

Laguna Channel

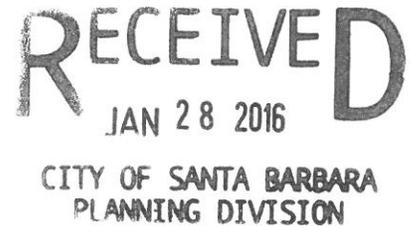
Proposed Brine Disposal Facilities and connection, per Plan Sheet C-1

Existing De-Sal Brine Discharge Structure

Approx. location of City-proposed discharge conduits

January 27, 2016

Santa Barbara Planning Commission
City of Santa Barbara
630 Garden Street
Santa Barbara, California 93101



SUBJECT: Submittal of Coastal Development Permit and Conditional Use Permit
Application for the El Estero Wastewater Treatment Plant Brine Recycling
Facility (APN 017-113-016)

Dear Commissioners and Architectural Board of Review:

Rayne of Santa Barbara, Inc. (Rayne) is pleased to submit a Conditional Use Permit and Coastal Development Permit application for your review and consideration for the El Estero Wastewater Treatment Plant (El Estero) Brine Recycling Project (Project) at 520 East Yanonali Street.

Discretionary Approval Requested:

- (1) A Conditional Use Permit to allow the proposed use in the OM-1 Zone (SBMC Section 28.73.030 and SBMC Chapter 28.94).
- (2) A Coastal Development Permit to allow development in the Appealable Jurisdiction of the City's Coastal Zone (SBMC Section 28.44). Per the requirements of 14 CCR §13252 (a) (3), as the Project is within 50 feet of the top of bank setback of the Laguna Channel, and is in the appealable jurisdiction of the Coastal Zone (SBMC 28.44), Rayne requests a Coastal Development Permit for the proposed Project from the City of Santa Barbara Planning Commission.

Background and Purpose

El Estero is an activated sludge treatment plant that treats approximately 8 million gallons of wastewater per day. Built in the 1970s, El Estero includes preliminary treatment, primary treatment, secondary treatment, chlorination and dechlorination facilities, an ocean outfall, and a solids handling unit process. Rayne of Santa Barbara, Inc. (Rayne) conducts offsite water conditioning regeneration processes for thousands of residential and business customers. In our Bulk Reeneration Facility, we use evaporated sea salt as the source of sodium that is required to recharge the ion-exchange resin beads, that cause a brine water to be produced as a by-product, which needs to be recycled/disposed of.

The ocean outfall conveyance system utilized by El Estero has hydraulic capacity to accept salt brine wastes. In 2011, Rayne consulted El Estero staff regarding their need to dispose of their salt brine by-product back to the ocean where it occurs naturally. This coordination over the past several years has resulted in the current plan and design for the salt brine recycle/disposal facilities at El Estero (see Project Plans, Attachment 1).

Currently, Rayne's effluent brine is trucked to the South San Luis Obispo County Sanitation District and the portal is located at the Waste Water Treatment plant located in Oceano, California. In 2013, Rayne obtained a National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges with Low Threat to water Quality (WDR No. R3-2011-0223) issued by the State of California Regional Water Quality Control Board to discharge its salt brine into the Pacific Ocean. Rayne plans to utilize this permit via the existing El Estero ocean outfall by means of the proposed salt brine recycling (disposal) facility, as delineated on the attached plans (Attachment 1).

El Estero does not want the brine entering at the front of the plant because it increases the total dissolved solids (TDS), primarily the calcium chloride (salt) content, of the plant's effluent. The high salt content is a problem for the users of the recycled wastewater for landscape irrigating. The proposed plan allows the brine to be discharged into the system below the point that treated wastewater is recovered for reuse. These process considerations have dictated the location and configuration of the proposed brine recycling facility.

The purpose of the proposed Project is to provide for proper sodium chloride (NaCl) salt brine disposal from El Estero back to the ocean where it occurs naturally. This will be accomplished by allowing Rayne tanker trucks to offload their brine into El Estero's existing brine discharge concrete structure/mixing box. In order to provide for the discharge that will accommodate Rayne's trucks, Rayne proposes the subject project, as described below beginning on page 3, under "Project Description."

Project Site

El Estero is located at 520 East Yanonali Street in the City of Santa Barbara, between Garden Street and Calle Cesar Chavez. The main access to El Estero is through an access gate just off of East Yanonali Street. A secondary access gate is located on the southeast side of El Estero off Quinientos Street. The access roads provide vehicular access to the various process areas within El Estero. The proposed project is located at the far southwesterly corner of the property, within a disturbed open space area, north of the railroad tracks and east of Laguna Channel (see Attachment 2, Site Photos). Rayne trucks will access the site at either the East Yanonali Street or Quinientos Street entrances to El Estero.

Zoning and Land Use Designations

El Estero is located within the City of Santa Barbara Zone OM-1 (Ocean Oriented Light Manufacturing), S-D-3 (Coastal Zone), and has a General Plan Land Use Designation of

Institutional. U.S. Highway 101 is directly north of the project site, and the Union Pacific Railroad is south of the site.

Zoning and land use designations surrounding the site are as follows:

- Northwest of the Project site:
 - Zoning designation: M-1, S-D-3 (Light Manufacturing, Coastal Zone)
 - General Plan Land Use: Industrial

- West of the Project site:
 - Zoning designation: OM-1, S-D-3 (Ocean Oriented Light Manufacturing, Coastal Zone)
 - General Plan Land Use: Ocean Related Industrial

- South of the Project site:
 - Zoning designation: HRC-2, SP-1, S-D-3 (Hotel Related Commerce, Specific Plan, Coastal Zone)
 - General Plan Land Use: Parks/Open Space

- East of the Project site:
 - Zoning designation: OM-1, S-D-3 (Ocean Oriented Light Manufacturing, Coastal Zone).
 - General Plan Land Use: Ocean Related Industrial

See the Project Vicinity Map on Sheet G-1 (Cover Sheet) of the attached Project Plans in Attachment 1, and the Project Site Location (Figure 1) in the Site Photos in Attachment 2.

Existing Facilities

The existing facilities at El Estero include various process equipment and yard piping, surface drainage features, an access road, and parking within a fenced site. Currently, storm water flows at the site are discharged to a reinforced concrete storm drain system or directly off-site. The storm drain system discharges into Laguna Channel located on the west side of El Estero.

In relation to the proposed Project; the only existing facilities involved are the brine discharge concrete structure at the far southwesterly corner of the property and the ocean outfall line, underground (see Attachments 1 and 2).

Project Description

El Estero utilizes an existing ocean outfall to dispose of treated wastewater effluent and the outfall conveyance system has hydraulic capacity to accept the proposed salt brine flows. Rayne of Santa Barbara, Inc. (local water conditioning company) has contracted with El Estero (see Attachment 3) to provide an appropriate brine water disposal location. Rayne's water conditioning ("softening" regeneration services) involves an ion exchange process that

results in a waste stream of brine (salt water). The brine water will be trucked to El Estero in tanker trucks, and the trucks will off-load the brine water using the proposed facilities described below.

Rayne proposes to construct a 4-inch stainless steel discharge pipe with a hose adaptor onto the northerly wall of the existing de-sal brine discharge concrete structure (see Attachment 1, Sheet C-1). In addition, an approximately 3-feet by 3-feet pre-cast concrete basin will be installed beneath the discharge pipe and hose connection in order to catch any potential drips or spills during discharge. The concrete basin will be supported by sand on the ground adjacent to the wall of the discharge structure (see Sheet C-1) and drain through the structure wall and into the mixing box/outfall line. A digital meter displaying plant effluent flow rates will be mounted on the easterly wall of the existing concrete structure, along with the other existing instruments. The meter will be connected to the existing control panel, in coordination with El Estero staff. The Rayne drivers will utilize the meter to manually record that information on log sheets for required reporting.

In addition to the discharge pipe being mounted on the north wall of the existing concrete structure; Rayne proposes (at a later date), a small 1-inch pvc sampling line branch, for testing purposes, extending from the southeast corner of the existing concrete structure, approximately 15-18 feet southeasterly, to connect to the City-proposed sampling pump discharges located in the downstream manhole. The 1-inch line will be installed approximately 3-feet underground, and connect to one of the City's proposed 6-inch discharge conduits, which will connect into the exiting southerly manhole on the ocean outfall line. This element of the project will be coordinated with and dependent on the the timing of the City's excavation and construction of said discharge conduits (City has a separate project CDP for that work).

Lastly, the proposed "future sampling piping and instrumentation", as detailed on Sheet I-1, will be implemented at a later date (Phase 2). This future phase of the project will enable Rayne to automate the testing equipment and reporting, which would eliminate manual documentation by the Rayne drivers. This Phase 2 element of the Project will be implemented in coordination with the El Estero staff once they have completed their system upgrades for the De-Sal Project. This work will only require modification of the existing testing and monitoring facilities on the face of the easterly wall (i.e., no ground disturbance or excavation required).

Rayne of Santa Barbara, Inc. has obtained an NPDES General Permit for Discharges with Low Threat to Water Quality (General Permit) issued by the State of California Regional Water Quality Control Board to discharge its salt brine into the Pacific Ocean where it occurs naturally (see Attachment 3, Discharge Permit). Rayne shall comply with the General Permit and all affiliated waste discharge requirements.

Per the "Agreement for Services" between Rayne and the City of Santa Barbara (El Estero), (see Attachment 3), Rayne anticipates that normal brine delivery to El Estero shall not be more than 30,000 gallons per week and shall not exceed 50,000 gallons per week or the

maximum allowable brine load under Rayne's NPDES Permit. The maximum number of daily brine deliveries made by Rayne shall not exceed two large or five small deliveries per day (via a large 5,000 gallon 18-wheel brine delivery tractor-trailer truck or a small 2,000 gallon brine delivery truck with a tank mounted on a truck bed). (See Attachment 4, Agreement for Services).

Biology

The Project is located in close proximity to Laguna Channel in the City of Santa Barbara. The proposed trench area for the 1-inch connection line and the concrete basin location below the proposed discharge pipe are both within the 50-foot setback from the top of the bank (see Site Photos, Attachment 2). A Biological Report has been prepared by Dudek, Incorporated for the El Estero Tertiary and Aeration project(s), which also covers the area of this brine disposal project. As confirmed in the Biological Report, no native vegetation occurs in the project area, and due to the minor scope of the proposed project, no impacts to wildlife are anticipated.

Landscaping

Non-native grasses will be removed as part of the Project. Hydroseeding of the disturbed area will take place after construction is completed. A typical seed mix of brome, clover, and fescue will be applied to industry standards.

Parking

El Estero currently has 50 parking spaces. There are no specific parking requirements in the OM-1, SD-3 zone. As the use of the secondary treatment facility is not changing, there will be no change in parking demand as a result of the Project.

Lighting

No lighting changes are proposed as part of the Project. No construction will occur at night.

Archaeology

An Archaeological Survey Report was prepared for the Project by Dudek (Dudek, 2013) in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations found in 36 CFP 800, which requires federal agencies to take into account the effects of their projects on historic properties.

The Archaeological Survey Report (see Attachment 5) found that no previously unrecorded prehistoric or historic cultural resources were recorded during the intensive archaeological survey. The Project will occur entirely within previous fill soils.

The Archaeological Survey Report recommended that if any unexpected, redeposited, buried

cultural materials are encountered during construction, work should stop in the area until a qualified archaeologist can evaluate the nature and significance of the find.

Construction

The proposed initial Project involves no ground disturbance and will be constructed within a small area (approximately 50 square feet) of previously disturbed open space. No changes will be made to existing topography. The project construction consists of three components:

- Installation of the proposed pipe addition and hose adaptor on the northerly side wall of the existing concrete structure, and the pre-cast concrete basin beneath the discharge pipe, as well as the new digital display meter on the easterly wall;
- Future sampling line, approximately 15 feet of linear trenching (to depths of approx. 36 inches) for the 1-inch PVC pipe installation and connection to one of the City's 6-inch discharge conduits during the City's installation (at a later date, to be determined).
- Phase 2, future sampling and instrumentation installation in coordination with El Estero staff, at a later date, to be determined.

Construction equipment will include a small backhoe for trenching the 1-inch pvc pipe connection at a later date, along with the City's installation of their sampling conduits.

An abbreviated summary of construction activities is below:

The discharge pipe addition on the existing concrete structure will be constructed first. The pvc connector sampling pipe installation will then be constructed at a later date, dependent on City of El Estero project scheduling. Construction BMPs will be incorporated during the course of the work.

Construction Schedule:

Construction will likely begin in 2016 and will occur over approximately a 2 week period. The construction work should have no impact on El Estero operations. In addition, the following will be contractor requirements:

- An orange temporary construction fence will be installed at the edge of the adjacent riparian habitat associated with the Laguna Channel. The fence will be installed, elevated two inches above ground, so that species such as frogs and snakes can pass through the corridor. The fence will be removed post-construction.
- Storm drain inlet protection measures will be installed at the one existing drop inlet, north of the project area, before construction begins and maintained during the construction period.
- Construction will be limited to eight hours per day (during daylight hours).

Staging: N/A

Biological Protection Measures:

The following biological protection measures will be used to avoid adverse impacts to riparian habitat and biological resources within and adjacent to the Project, as provided by Dudek in their Biological Assessment dated October 28, 2013 (Attachment 6).

BIO – 1. Pre-construction Nesting Bird Survey. A pre-construction survey for nesting birds will be conducted by a qualified biologist to determine if active nests of special-status birds, or common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code are present in the construction zone or within 300 feet of the construction zone within one week prior to construction or site preparation activities that occur during the nesting/breeding season of native bird species (March 1 through August 30).

BIO – 2. Nesting Bird Buffers and Requirements. If active nests are found, a non-construction buffer will be established at a minimum of 100 feet (this distance may be greater depending on the bird species and construction activity, as determined by the biologist) around the nest site where it overlaps with work areas. Clearing and construction within the no-construction buffer shall be postponed or halted, at the discretion of the biologist, until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. In addition, all active nests will be mapped with a GPS unit and nest locations with 100-foot buffers overlain on aerial photographs to provide regular updated maps to inform the Project manager/engineer and construction crew of areas to avoid. The City appointed biologist should also serve as a construction monitor during the breeding season to ensure that there are no inadvertent impacts to nesting birds.

Operation – Discharge Procedure

The proposed Project will be operated within the existing El Estero's boundary. No additional employees will be required for salt brine removal/transport. A Rayne truck, or one of their carriers, will pull into EEWWTP and align with the brine port. The driver will secure the parking brake and ready the truck. The driver will then unload the hose and connect the hose to the brine port and the truck outlet. The driver will take a sample of brine load from the truck for testing. The driver will open the valves on the brine port and the truck and note the start time on a manifest. Once brine water starts flowing, the driver will monitor the discharge for any leaks.

Before discharge, the driver will take a sample for testing from RU-1, which is located on the final test station at EEWWTP. During discharge, the driver will take a sample for testing from RD-1 (future sampling line), which will be located on the final test station at the EEWWTP. Upon completion of emptying the truck, the driver will note the stop time on the manifest.

The driver would shut off the hose valve and brine port valve. The driver would disconnect the hose at the brine port, letting any brine water in the hose and piping drain into the concrete catch basin, which flows into the mixing box. The driver would then disconnect the hose and store it back on the truck. The driver will secure signatures and deliver the manifest copy to EEWWTP personnel.

Unloading times will be dependent on the truck capacity, (truck capacities between 2000 and 5000 gallons); an estimated 30 minutes to an hour.

Thank you for your consideration. Please feel free to contact me at 805-967-3424 or raynesb@verizon.net if you have any questions or require additional information.

Sincerely,



Jon Van Spanckeren
General Manager
Rayne of Santa Barbara, Inc.

Attachments:

1. Project Plan Sheets/Vicinity Map
2. Site Photographs
3. Agreement for Services Between the City of Santa Barbara and Rayne of Santa Barbara, Inc.
4. Copy of Rayne's Enrollement Under the NPDES General Permit for Discharges with Low Threat to Water Quality : Previously submitted in June 2014, on file with the City.
5. Archaeological Survey Report - El Estero Wastewater Treatment Plan Tertiary Filtration Replacement and Secondary Treatment Improvement Projects (Dudek, 2013): Previously submitted in June 2014, on file with the City.
6. Biological Report - El Estero Waste Water Treatment Plant Tertiary Treatment (Dudek, 2013): Previously submitted in June 2014, on file with the City.

October 29, 2015

RECEIVED
JAN 28 2016

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA BARBARA
and
RAYNE OF SANTA BARBARA, INC.**

CITY OF SANTA BARBARA
PLANNING DIVISION

THIS AGREEMENT ("Agreement") is entered into on _____, 2015 by and between the City of Santa Barbara, a municipal corporation ("City") and **Rayne of Santa Barbara, Inc.** ("Rayne").

RECITALS:

- A.** Rayne is a private corporation, which provides residential and commercial water conditioning services to customers in the Santa Barbara County area;
- B.** Water conditioning equipment causes a sodium chloride (NaCl) salt brine to be produced as a by-product of the water conditioning process;
- C.** City owns and operates the El Estero Wastewater Treatment Plant (EEWWTP), located at 520 East Yanonali Street, Santa Barbara, California, which as a part of its treatment processes, utilizes an ocean outfall to dispose of the treated wastewater effluent;
- D.** The ocean outfall conveyance system utilized by EEWWTP has additional hydraulic capacity to accept salt brine wastes;
- E.** Rayne has, at its sole cost and expense, obtained a National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges with Low Threat to Water Quality (General Permit) issued by the State of California Regional Water Quality Control Board and is now authorized by that Agency to discharge its salt brine into the Pacific Ocean through the EEWWTP ocean outfall by means of a salt brine conveyance system;
- F.** Rayne must comply with the General Permit and all Waste Discharge Requirements contained therein in order to discharge its salt brine through a conveyance system into the Pacific Ocean at EEWWTP; and
- G.** City and Rayne desire to enter into this Agreement to allow Rayne to discharge salt brine through a salt brine conveyance system to be constructed by Rayne at EEWWTP in accordance with the terms and conditions hereof and, once accepted by City, said conveyance will be assumed by City and thereafter Rayne and other similar salt brine producers will be allowed to utilize the conveyance to discharge salt brine subject to payment of a city fee, as defined under paragraph IV A and B below.

NOW, THEREFORE, City and Rayne agree as follows:

I. Commencement Date

This Agreement shall commence on the date when City determines, in its sole and absolute discretion, that each of the following conditions have been met to City's satisfaction:

1. City Council ordinance approving this Agreement has become effective;
2. City has issued all discretionary and non-discretionary permits to Rayne, including building permits for construction of the Salt Brine Conveyance System at the EEWWTP. Rayne has complied with all conditions of approval contained therein, including the payment of all City permit fees, and is ready to commence construction;
3. Permits as required by any other governmental entity with authority over the activities proposed by Rayne at the EEWWTP have been issued and all conditions of approval contained therein have been met. City shall be provided with a copy of all such permits;
4. Insurance as required by Section VI herein has been provided and accepted by City; and
5. Performance and Payment bonds as required in Section VI herein have been provided to and accepted by City.
6. The date when all of the above-required conditions have been met shall be referred to herein as the "Commencement Date".

II. Agreement Term

Upon the Commencement Date, as set forth above, this Agreement shall have an initial term of ten (10) years followed by two (2) consecutive five (5) year renewal terms, under the same terms and conditions, which renewals periods may be exercised as provided below, unless terminated earlier as provided in Section VII.

Rayne shall have the right and option to extend this Agreement on the same terms, conditions, limitations, and provisions contained in this Agreement for two(2) five (5)year terms commencing on the expiration of the initial ten (10)year term provided that, at the time of notice of exercise of either renewal term, Rayne is not in material default of any of the terms and conditions contained herein including, but not limited to, any applicable local, state and federal laws during the entire term of this Agreement and any extensions of this Agreement. Rayne must give written notice of its intent to exercise a renewal option to extend at least ninety (90), but not more than one hundred and eighty (180) days, prior to the expiration of the initial term or option period.

III. Construction of Salt Brine Conveyance System

Within twelve (12) months of the Commencement Date, at its sole cost and expense, Rayne shall plan, design, and construct the Salt Brine Conveyance. Rayne's construction shall include, to City's satisfaction, the piping, valves, and appurtenances necessary for the EEWTP to receive salt brine from the Rayne trucks and to convey this liquid into the EEWTP ocean outfall in accordance with all applicable City engineering standards and requirements and as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Salt Brine Conveyance System"). No brine shall be delivered by Rayne into the Salt Brine Conveyance System at EEWTP until such time as the City's Chief Building Official issues a final Certificate of Occupancy for the facility and signs-off on all construction ("Date of Completion").

After such Date of Completion and the Salt Brine Conveyance System has been accepted by City, City shall receive salt brine from Rayne as set forth in the **Agreement for Services** attached as Exhibit B and incorporated by reference herein. In the event a Certificate of Occupancy is not issued by the City's Chief Building Official, either because the Salt Brine Conveyance System is not constructed within twelve months of the Commencement Date or because it is not constructed in accordance with Exhibit A, this Agreement shall terminate and be of no further force and effect and neither party shall be entitled to any compensation. In the event Rayne has been diligently working to timely complete construction of the Salt Brine Conveyance within the time provided herein but is unable to do so within the twelve (12) month period as set forth above, and such delay is due to actions of City or of a third party unaffiliated with Rayne (but not due to an event of force majeure as provided in Paragraph I herein), the time period within which the Certificate of Completion for the Salt Brine Conveyance must be issued, shall be extended by an amount of time mutually agreed upon in writing by the parties or, if unable to agree, by a period of no more than twelve (12) months.

IV. Compensation

A. Initial Offset of City Fee

In consideration for Rayne's planning, design, and construction of the above-described Salt Brine Conveyance System, City shall offset payment of the City salt brine fee ("City Fee Offset") charged to Rayne for a period of not to exceed nine (9) years beginning on Date of Completion and ending on the anniversary date nine (9) years later or ten (10) years after the Commencement Date, whichever date occurs sooner. The total amount of the City Fee Offset shall be determined as provided below:

No later than sixty (60) days before commencing construction of the Salt Brine Conveyance System, Rayne shall provide to City all of the projected costs to plan, design, permit, and construct the Salt Brine Conveyance System for which it intends to seek the City Fee Offset during the nine (9) year City Fee Offset period. All costs must be supported by written estimates. City shall have the right to dispute the value asserted by Rayne for the Conveyance System.

October 29, 2015

City and Rayne shall within sixty (60) days thereafter agree upon the total monetary value of Rayne's anticipated costs to construct the Salt Brine Conveyance System which shall be the total amount of the City Fee Offset. Should the parties be unable to agree upon the total City Fee Offset within this time, each party shall select an independent evaluator to review the material and suggest a value. Based upon the value proposed by the first two financial accountants, a final value shall be determined. In the event the parties are unable to agree upon a value, the first two accountants shall select the third independent accountant and that third accountant shall make a final determination. The total City Fee Offset shall be conclusively determined prior to commencement of construction of the Conveyance.

Once determined, the total City Fee Offset shall be credited to Rayne's account and offset against Rayne's economic responsibility (regardless of other dischargers) of two cents (\$0.02) per gallon to deliver brine into the Salt Brine Conveyance System for a period not to exceed nine (9) years. If for any reason there should remain any unused City Fee Offset credit at the end of the nine (9) year City Fee Offset period, Rayne's entitlement to the City Fee Offset credit shall nonetheless end and Rayne shall begin paying the City Fee as provided in Paragraph IV B below. If Rayne is able to fully recoup its costs, as determined above, prior to expiration of the nine-year period, Rayne shall begin payment on the first full month after Rayne fully recoups its cost, of the City Fee as set forth in Paragraph IV B below. If City charges any dischargers less than two cents (\$0.02) per gallon during the term of this Agreement, Rayne shall be entitled to pay the lower amount.

B. City Fee

On the first full month after the end of the nine (9) year offset period set forth in IV A above, and continuing for a period of ten (10) years thereafter, Rayne shall pay City a fee of two cents (\$0.02) per gallon of salt brine liquid delivered into the Salt Brine Conveyance System which shall be paid to City by Rayne on a monthly basis on the last calendar day of each month for the prior month's services ("City Fee").

C. City Fee Annual Increase

Beginning on the first month of the second year of the first renewal term and continuing thereafter for the duration of this Agreement, the City Fee for Rayne shall be subject to annual increase by the same percentage increase as the City Council adopts for the standard community effluent Wastewater ratepayer fees in accordance with the then effective City fee schedule. Late charges of ten percent (10%) per month will accrue for Rayne's monthly payments made past the applicable due date.

D. Rayne shall provide a monthly summary of discharge gallonages and accounting for the term of the Agreement to City and any other designee desired by City.

V. Acceptance of Salt Brine Conveyance System by City

A. Conveyance. Upon City's satisfaction with the construction, installation and operation of the Salt Brine Conveyance System, all right, title and interest to the Salt Brine Conveyance System shall be conveyed, without cost, to City. Once ownership of the Conveyance has passed to, and been accepted by City, City shall receive and accept salt brine from Rayne as set forth in the Agreement for Services as attached as Exhibit B hereto and incorporated by reference herein.

The bill of sale for the Conveyance and any other sale and warranty documents as requested by City shall be provided.

B. Decommission

Once accepted by City, City shall own, operate, and maintain the Salt Brine Conveyance System and shall have the right to decommission, abandon, or sell the Salt Brine Conveyance System in its sole and absolute discretion. Should City decide to decommission the system before the City Fee Offset period ends, due to a reason unrelated to its construction or operation, Rayne shall be entitled to a refund of any unused credits.

C. Use of Conveyance System

City shall have full right to allow any other entities to discharge brine into the Salt Brine Conveyance System without seeking any permission from Rayne. Any third party dischargers are responsible for their own State, County and Federal permits and Rayne is not responsible for any third party discharger's compliance with State, County or Federal law.

VI. Insurance Requirements, Payment and Performance Bonding and Indemnity

A. Insurance

As part of the consideration of this Agreement, Rayne agrees to purchase and maintain, at its sole cost and expense during the life of this agreement and for five (5) years thereafter, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Rayne, its agents, representatives, or employees.

City retains the right to review at any time during the term of this agreement the coverage, form, and amount of insurance required herein. If, in the opinion of the City Risk Manager, the insurance provisions in this Agreement do not provide adequate protection, City may require Rayne to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be designed to assure protection from and against the kind and extent of the risks existing at the time a change

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in insurance is required. The insurance coverage limits identified below are the requirements established at the beginning of the term.

B. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits of no less than Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

c. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance of this agreement.

Contractor is required to be insured for coverage for benefits under the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act for any work on, over, or near any navigable waters.

d. Environmental Liability: Contractors Pollution Liability applicable to the work being performed with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.

If the Contractor maintains higher coverage limits than the amounts shown above, then City requires and shall be entitled to coverage for the higher coverage limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

C. Other Insurance Provisions

Each insurance policy shall contain, or be endorsed to contain, the following six (6) provisions:

a. Additional Insured Status: During construction and prior to City's acceptance of the Salt Brine Conveyance, the City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. Additional Insured coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

b. Transportation Pollution Liability: The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

c. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

d. Notice of Cancellation: A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

e. Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it.

f. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

D. Acceptability of Insurers

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

E. Claims Made Policies

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions policies provide coverage on a claims-made form:

- a. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to City for review.
- e. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

F. Coverage Limits Specifications

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required

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insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

H. Evidence of Coverage

Contractor must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Contractor's insurer or its agent and submitted to City prior to execution of this Agreement by City.

Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

J. Defense, Indemnity, and Hold Harmless

Rayne shall, to the extent permitted by law, investigate, defend, indemnify, and hold harmless City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney fees), and causes of action of whatsoever character which City may incur, sustain, or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed by Rayne under this Agreement.

K. Payment and Performance Bonds

Prior to commencement of construction, Rayne shall provide Payment and Performance Bonds in an amount and form acceptable to the City Attorney. Said performance bond shall remain irrevocable for the duration of time that Rayne is in the construction phase of the Salt Brine Conveyance System.

VII. Termination

A. Termination Prior to Acceptance of Salt Brine Conveyance System

If either party determines that the other has materially breached any obligation under this Agreement prior to Date of Completion, such party shall notify the breaching party in writing. The breaching party will have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching party will have the right to terminate this Agreement without further notice. A material breach will be any failure by either party to perform the duties and obligations set forth herein and in Exhibit A attached hereto. If this Agreement is terminated by City due to a material breach prior to Date of Completion of the Salt Brine Conveyance System, City may elect to complete the construction at its discretion but must reimburse Rayne for any mutually agreed-upon out of pocket costs Rayne expended in construction prior to the date of the breach, and only for those costs that can be demonstrated and supported in writing by Rayne. If City determines not to complete construction, Rayne shall dismantle and remove all construction, remediate the site to its original condition, and shall not be entitled to any compensation or reimbursement of costs. If City determines to terminate this Agreement due to a material breach by Rayne prior to acceptance of the Salt Brine Conveyance System, and Rayne disputes the factual basis for the breach, time for completion of construction of the Salt Brine Conveyance as required in Paragraph III herein shall be tolled during the time the parties spend resolving the dispute, but in no event shall such tolling exceed one hundred and eighty (180) days from the date Rayne notifies City in writing that it disputes the basis for City's stated grounds to terminate this Agreement. The parties agree to attempt to resolve such dispute through a process of non-binding mediation. In the event such mediation is unsuccessful, this Agreement shall terminate.

B. Termination after Acceptance of Salt Brine Conveyance System

Once the Salt Brine Conveyance System has been accepted by City, City may terminate this Agreement for any reason if the City Council has affirmatively taken action to do so after one hundred (100) days written notice of such termination to Rayne. In the event such termination occurs prior to conclusion of the nine (9)year City Fee Offset period, the following reconciliation shall occur:

The notice of termination shall include an offer of final payment. The non-terminating party shall either accept or reject the terminating party's offer within ten (10) business

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days of receipt of said offer. If the terminating party's offer is rejected, the party rejecting the offer shall provide a counter-offer with a supporting basis for said counter-offer. The terminating party shall then have ten (10) business days to accept or reject said counter-offer. If rejected, the parties shall refer the matter to non-binding mediation. If mediation is not successful in resolving the dispute, the matter will be referred to binding arbitration for resolution and the parties will equally share payment of all costs.

Rayne may terminate this Agreement for any reason with thirty (30) days written notice to City.

VIII. Audit of Records

At any time during normal business hours and as often as it may deem necessary, Rayne will make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine, and/or reproduce such records. Rayne will retain such financial records, time sheets, work progress reports, invoices, bills, and project records for at least two (2) years after termination of this Agreement.

IX. Business Tax Certificate

Prior to execution of this Agreement, Rayne will obtain a business tax certificate from City at Rayne's expense. Contractor will maintain a business tax certificate as required by the City Finance Director during the term of this Agreement.

X. Nondiscrimination Requirement

Rayne will perform all work pursuant to this Agreement in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit C), prohibiting unlawful discrimination in employment practices, and will be bound by the terms of such ordinance.

XI. Additional Terms of Agreement

A. No Assignment

This Agreement is not assignable by Rayne without City's prior written consent which may be withheld.

B. Waiver of Remedies Cumulative

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party regardless of the length of time for which such failure continues will not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the

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other party will be effective or binding upon such party unless made in writing by such party and no such waiver will be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement or at law or at equity will be cumulative and alternate, and invocation of any such right or remedy will not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

C. Applicable Laws, Partial Invalidity

This Agreement will be subject to all local, state, and federal laws including, but not limited to, California Labor Code 1720 et seq, if applicable, and applicable laws rules, regulations, and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary will be pursuant to the laws applicable within that jurisdiction. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, that provision will be deleted from this Agreement and such deletion will in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions will be given the force and effect originally intended.

D. Conflict of Interest

Rayne warrants by execution of this Agreement that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an understanding for commission, percentage, brokerage, or contingent fee, and that Rayne maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Agreement. Rayne further agrees that during the term of this Agreement, Rayne will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

E. Permits and Licenses

At its sole expense, Rayne will obtain and maintain, during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with this Agreement.

F. Notices

Any notice required to be given hereunder will be deemed to have been given by depositing said notice in the United States mail, postage prepaid and addressed as follows:

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City of Santa Barbara
Public Works Department
Attention: Wastewater System Manager
Post Office Box 1990
Santa Barbara, California 93102-1990

With a Copy to the City Attorney:

Office of the City Attorney
Sarah J. Knecht, Assistant City Attorney
Post Office Box 1990
Santa Barbara, California 93102-1990

Rayne:

Rayne of Santa Barbara, Inc.
President: Gregory Wayne Nancarrow
5336 Overpass Road
Goleta, California 93111
Telephone: (805) 967-3424

G. Entire Agreement between the Parties

This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing, signed by the parties, and approved by the City Council.

H. Authorization

Each party has expressly authorized the execution of this Agreement on its behalf and will bind said Party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, insurance carriers, and any others who may have a claim to this Agreement.

I. Force Majeure

Any prevention, delay, nonperformance or stoppage in performing under this Agreement by either party, or any performance under the Agreement for which either party is obligated, due to any of the following causes, shall be excused: any regulation, order, act, restriction or requirement or limitation imposed by any federal, state, municipal or foreign government or any department or agency thereof or civil or military authority; acts of God; acts or omissions of the party entitled to enforce the performance, or its agents or employees; fire, explosion, unusually severe weather or floods; epidemics, quarantine restrictions, strikes, moratoria, walkouts or inability to obtain materials; war,

riots, acts of terrorism, sabotage or civil insurrection; discovery of unanticipated conditions on City property including, without limitation, Hazardous Materials or archaeological conditions or any other causes beyond the reasonable control of City or Rayne, as the case may be.

- a. No prevention, delay, or stoppage of performance shall be excused unless: the party obligated to perform notifies the other party within fifteen (15) days of such prevention, delay or stoppage that it is claiming excuse of its obligations under this Section; and
- b. The party obligated to perform makes reasonable efforts to remove or address the prevention, delay or stoppage of performance.

J. Ownership of Documents

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property, which is originally developed and installed by Rayne pursuant to this Agreement, shall become the property of City upon acceptance of the Salt Brine Conveyance by City. Rayne will take all steps necessary to perfect or to protect the ownership interest of City in such property. Rayne may retain copies of said documents for Rayne's file.

K. City Service Contractor Mandatory Minimum Wage/Prevailing Wages

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to City. In the performance of this Agreement during the construction phase, Rayne shall require any contractor or subcontractor, agent, or assignee of Rayne under this Agreement to comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates or Prevailing Wage Certificates on forms supplied by City shall be completed by Rayne's consultants and/or Contractor and submitted to City at the time of building permit issuance. Rayne shall require consultants, all contractors and subcontractors, and all tiers of such contractors and subcontractors during the construction phase to provide Living Wage Certificates and/or Prevailing Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128 and state or federal law.

L. Independent Contractor

It is understood and agreed by the parties hereto that Rayne, while engaged in conducting the specified technical and capital improvements and complying with any of the terms of this Agreement, is an independent contractor and is not an officer, agent or

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employee of City, and officers, employees and agents of Rayne, are not entitled to any of the benefits of City employees.

M. Paragraph Heading

The paragraph headings contained herein are for convenience and reference only, and are not intended to define or limit the scope of this Agreement.

N. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

O. Interpretation

This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against City or Rayne.

P. Singular and Plural

As used herein, the singular of any word includes the plural.

Q. Waiver of Performance

Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure of a party to exercise any right upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

R. No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

S. Counterparts

This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same affect as if all the parties had entered the same instrument.

October 29, 2015

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation

RAYNE OF SANTA BARBARA, INC.

BY: _____
Rebecca J. Bork
Public Works Director



Gregory Wayne Nancarrow
President

ATTEST:

Gwen Peirce, CMC
City Clerk Services Manager

Gregory Wayne Nancarrow

Type or Print Name
President

Title

APPROVED AS TO CONTENT:

BY: _____
Joshua Haggmark
Water Resources Manager

5336 Overpass Road

Address
Santa Barbara CA 93111

City State Zip
805-937-3424

Telephone Number

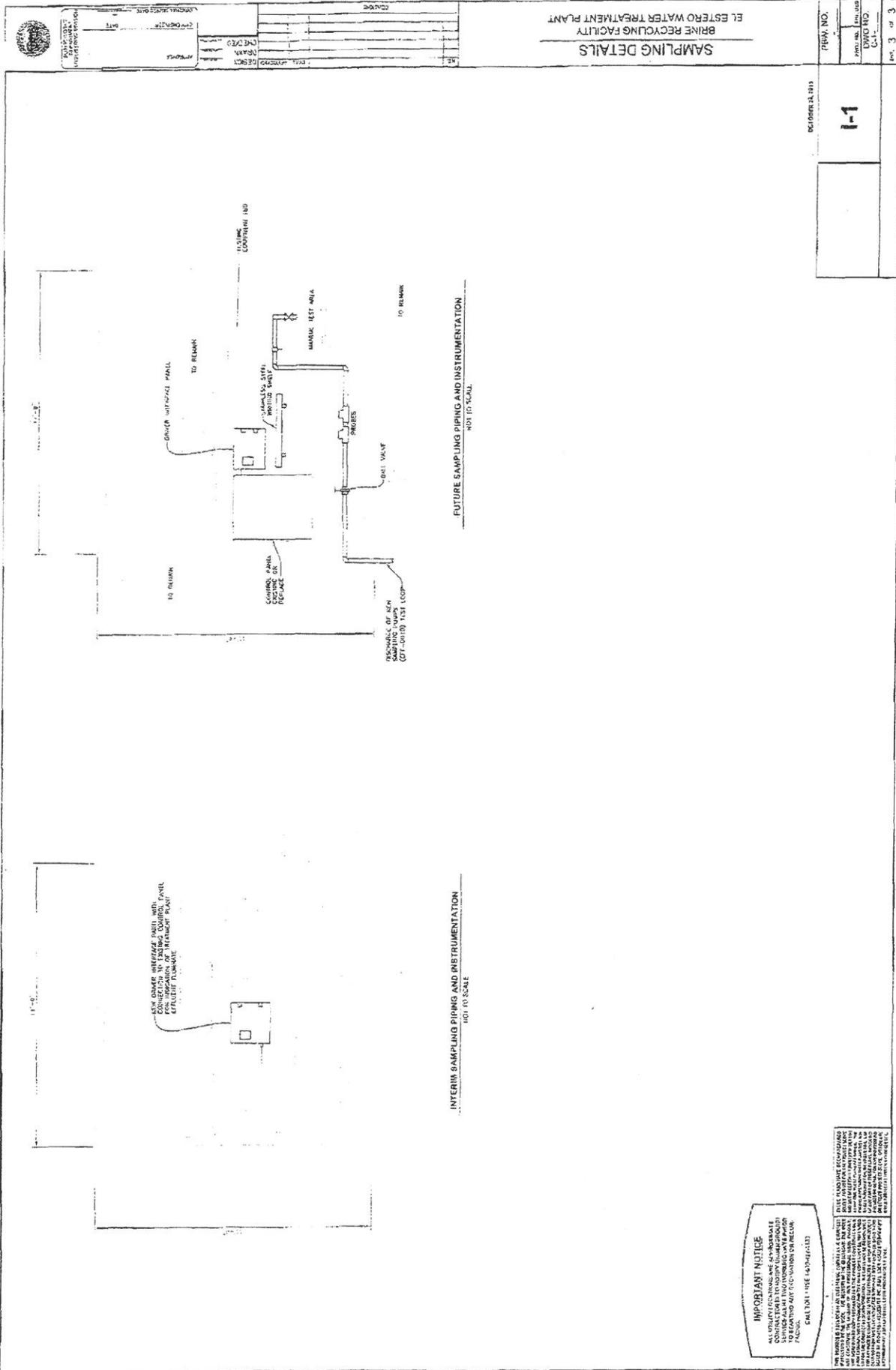
APPROVED AS TO INSURANCE:

BY: _____
Mark Howard
Risk Manager

APPROVED AS TO FORM:

Ariel Pierre Calonne, City Attorney

BY: _____
Sarah J. Knecht
Assistant City Attorney



IMPORTANT NOTICE
 ALL CONSTRUCTION SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURES, LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR WATERWORKS AND SEWERAGE, AND THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR INDUSTRIAL AND COMMERCIAL BUILDINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF THESE SPECIFICATIONS AND FOR VERIFYING THAT THE PROJECT REQUIREMENTS ARE MET BY THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF THESE SPECIFICATIONS AND FOR VERIFYING THAT THE PROJECT REQUIREMENTS ARE MET BY THE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF THESE SPECIFICATIONS AND FOR VERIFYING THAT THE PROJECT REQUIREMENTS ARE MET BY THE SPECIFICATIONS.

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AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA BARBARA
AND
RAYNE OF SANTA BARBARA, INC.
EXHIBIT B

1. Rayne of Santa Barbara, Inc. (Hereinafter "Rayne") shall utilize two different methods for transporting and discharging its salt brine liquid into the EE WWTP Outfall pipeline:
 - a. Large equals 5,000 gallon brine delivery utilizing 18-wheel tractor-trailer
 - b. Small equals 2,000 gallon brine delivery utilizing truck with tank mounted on truck bed.

2. It is anticipated that normal brine delivery to EE WWTP shall not be more than 30,000 gallons per week. Should additional weekly deliveries beyond 30,000 gallons be required, Rayne shall notify the City one week (168 hours) or more in advance to request said weekly deliveries. The maximum weekly brine delivery gallonage to EE WWTP by Rayne shall not exceed 50,000 gallons or the maximum allowable brine load under Rayne's NPDES Permit, whichever quantity is smaller.

3. The maximum number of daily brine deliveries made by Rayne shall not exceed 2 (two) large or 5 (five) small deliveries per day and no more than 25 (Twenty-five) small deliveries per week or 10 (Ten) large deliveries per week.

4. In the event Rayne seeks to increase brine delivery to EEWWTP, it shall make such request to City in writing and shall pay all expenses necessary for independent evaluation of such request on existing and planned future City facilities and needs. City will review and decide upon such request in its sole discretion.

5. Rayne shall not transport and discharge any other brine liquid produced by any other facility or source. The only acceptable brine discharge allowed shall be the brine liquid permitted under Rayne's NPDES Permit.

6. Brine liquid delivery to the EEWWTP shall be Monday through Friday every week, and shall occur between the hours of 8:00 a.m. and 5:00p.m. Deliveries may be subject to delay due to other operational activities in the vicinity at discharge location. Rayne drivers need to check in with City Wastewater Operations staff on-site prior to discharge. Rayne drivers shall check in at EEWWTP front office if no City Wastewater Operations staff are present at the Outfall pipeline discharge site.

7. The maximum gallon brine daily delivery shall not exceed 10,000 gallons per day.

8. In the event of the need for a brine scheduled delivery disruption, EE WWTP staff will contact Rayne's personnel at 805-967-3424 to notify the need for delivery cancellation. EE WWTP will provide 24-hour cancellation notice for scheduled disruption notification. The City reserves the right to provide immediate emergency cancellation notice without prior notification to Rayne at any time. If emergency

cancellation is required, City shall provide Rayne with updated notifications indicating when normal scheduled brine deliveries can resume.

9. Due to limited storage facilities at Rayne, City shall permit emergency discharges outside of normal hours, if necessary, to prevent Rayne plant shutdown. Emergency discharges can start no sooner than 0630 hours and need to end prior to 2345 hours to avoid creating City staff overtime. All Rayne-based emergency discharge events shall be limited to two, 50,000 gallon events per calendar year without additional City monetary charges to be applied (beyond the \$0.02 per gallon charge). City reserves the right to recoup additional City operational costs as-needed that are associated with additional Rayne-based emergency discharge events. Rayne shall reimburse City as prescribed by this overall Agreement for Services documentation.

10. Rayne shall provide City with a copy of delivery manifest for each load showing date and quantities delivered, unloading start time, unloading stop time and flows during start and stop times.

11. To facilitate Rayne's compliance with their RWQCB discharge permit requirements the City shall provide or make available to Rayne the following:

- (a) A sample, or existing analysis of, the water flowing in the EE WWTP outfall line during the unloading start/stop times. Sample point is defined as upstream from flows' mixing point at existing or future-constructed final sampling/test station.
- (b) The flow rate of EE WWTP discharge at the start and stop times from existing plant instrumentation. Rayne shall make its best effort to record this wastewater flow during the unloading start/stop times.
- (c) Results of any ocean testing EE WWTP does in conjunction with the City's NPDES permit requirements.
- (d) Any other existing available City NPDES permit-required information RWQCB may require as it becomes available according to the City's normal reporting schedule. Information to be provided electronically if possible.

12. Rayne shall use all best management practices to prevent brine spills and shall be responsible for any cleanup and/or cost for Rayne-related brine spill impacts to treatment plant and the adjacent environment. Any and all other dischargers are responsible for their own cleanup and/or costs related to their own brine spill impacts to treatment plant and adjacent environment.

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE
Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible". The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

APPLICABLE LOCAL COASTAL PLAN POLICIES

GENERAL POLICIES

Policy 1.1 The City adopts the policies of the Coastal Act (Public Resources Code Sections 30210 through 30263) as the guiding policies of the land use plan.

Policy 1.2 Where policies within the land use plan overlap, the policy which is the most protective of the resources, i.e. water, air, etc. shall take precedence.

Policy 1.3 Where there are conflicts between the policies set forth in the land use plan and those set forth in any other element of the City's existing General Plan or existing regulations, the policies of the land use plan take precedence.

WATER AND MARINE ENVIRONMENTS POLICIES

General Biotic Resources

Policy 6.1 The city, through ordinance, resolutions, and development controls, shall protect, preserve, and, where feasible, restore the biotic communities designated in the City's Conservation Element of the General Plan and any future annexations to the City, consistent with PRC Section 30240.

Policy 6.2 The City will support and encourage the enforcement of all laws enacted for the purposes of preserving and protecting marine resources, maintaining optimum populations of marine organisms and maintaining the quality of the marine environment for the protection of human health.

Creek Environments

Policy 6.8 The riparian resources, biological productivity, and water quality of the City's coastal zone creeks shall be maintained, preserved, enhanced, and, where feasible, restored.

Policy 6.9 The City shall support the programs, plans, and policies of all governmental agencies, including those of the Regional Water Quality Control Board with respect to best management practices for Santa Barbara's watersheds and urban areas.

Policy 6.10 The City shall require a setback buffer for native vegetation between the top of the bank and any proposed project. This setback will vary depending upon the conditions of the site and the environmental impact of the proposed project.

VISUAL QUALITY POLICIES

Policy 9.1 The existing views to, from, and along the ocean and scenic coastal areas shall be protected, preserved, and enhanced.

