

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD

BOX 390 270 ELM ROAD BOLINAS CALIFORNIA 94924

415 868 1224



January 25, 2024

CalOES Regional Administrator

Via Email: DisasterRecovery@caloes.ca.gov

Re: Time Extension Request – Project 713940.

Dear CalOES Regional Administrator:

On behalf of the Bolinas Community Public Utility District (“BCPUD”), I am writing to formally request an additional three (3) months to complete the Category A work for Project 713940 as it pertains to the removal of debris from the Arroyo Hondo access road. The severe storm that triggered FEMA-4683-DR-CA caused a small slide and trees to fall on and across this utility access road, which is located adjacent to the Arroyo Hondo Creek (the BCPUD’s primary water source) in the Point Reyes National Seashore. The Arroyo Hondo access road is utilized and maintained by the BCPUD for access to its water diversion and transmission pipeline facilities. *(Please see attached letter from the Point Reyes National Seashore dated June 23, 2023 confirming the BCPUD’s road maintenance responsibility.)*

During the allotted six (6) months to complete emergency debris removal work, the BCPUD diligently sought permission from the Point Reyes National Seashore (“PRNS”) to perform this work on the Arroyo Hondo access road. Due to the known potential presence of the Northern Spotted Owl in this area, the PRNS conducted a survey in May 2023 and confirmed the presence of nesting owls in proximity of the debris removal sites. The PRNS advised the BCPUD to defer any work with mechanized equipment (i.e., chainsaws, dump trucks, etc.) until after August 1, 2023. The PRNS also required the BCPUD to obtain a Special Use Permit (“SUP”) for the repair activities. The BCPUD promptly applied for a SUP and, on September 22, 2023, the BCPUD received an approved/signed SUP from the PRNS to perform the debris removal work. *(Please see the attached Special Use Permit # 23-0062).* The BCPUD then completed the approved debris removal work for Project 713940 on the Arroyo Hondo access road within the first two week of October 2023 (all work was completed by October 9, 2023).

For the foregoing reasons, we respectfully request an extension of time to complete the Category A work for Project 713940 as it pertains to the Arroyo Hondo access road given the delays caused by the presence of Northern Spotted Owls near the debris removal work sites and the PRNS Special Use Permit process. Thank you very much for your consideration. Please do not hesitate to contact me if you have any questions or need any additional information.

Very truly yours,

Jennifer Blackman
General Manager



United States Department of the Interior



NATIONAL PARK SERVICE
Point Reyes National Seashore
1 Bear Valley Road
Point Reyes Station, CA 94956
Department of the Interior Region 10

IN REPLY REFER TO:

A.1.A.

June 23, 2023

Jennifer Blackman, General Manager
Bolinas Community Public Utility District
270 Elm Road
Bolinas, California 94924
Via email: jblackman@bcpud.org

Re: BCPUD Arroyo Hondo Access Road Easement

Dear Ms. Blackman:

This is in response to your request regarding the easement, access and maintenance of the Arroyo Hondo Access Road. Bolinas Community Public Utility District (BCPUD) maintains a water diversion, transmission pipeline and road access on Arroyo Hondo Creek, within Point Reyes National Seashore (Seashore/park). Both Seashore enabling legislation (16 USC 459c-6b) and the deed for the federal land tract PORE 04-102, enclosed, allow for BCPUD access and use of the area as water supply for the Bolinas community.

It is our understanding that BCPUD has received emergency funding from the Federal Emergency Management Agency to remediate damages on the Arroyo Hondo Access Road which provides access to the BCPUD water reservoir and transmission line. While the water diversion and access road are within the Seashore (PORE Tract 04-102), the NPS does not maintain this road, rather BCPUD does so for the specific purpose of accessing and maintaining the district's water facilities.

BCPUD is responsible for the maintenance of the road within the easement. Additionally, BCPUD is responsible for completing permitting and compliance associated with the repair activities within the easement area. As part of this process, BCPUD should submit a request for a Special Use Permit (SUP) for the repair activities for National Park Service compliance review and approval.

Please work with Special Park Uses and Commercial Services Coordinator Susan St. Vincent (susan_st_vincent@nps.gov) for the SUP related to these actions. If you have further questions related to the easement, you may contact park Management Assistant Brannon Ketcham (brannon_ketcham@nps.gov).

Sincerely,

CRAIG KENKEL Digitally signed by CRAIG KENKEL
Date: 2023.06.23 11:05:08 -07'00'

Craig Kenkel
Superintendent

Enclosure – Deed PORE-229 for Tract PORE 04-102

SPECIAL USE PERMIT



POINT REYES NATIONAL SEASHORE
1 Bear Valley Road
Point Reyes Station, CA 94956
pore_special_park_uses@nps.gov
209-347-6717



Permittee Information		
Permittee name: Jennifer Blackman		
Organization: Bolinas Community Public Utility District		
Street address: 270 Elm Road		
City: Bolinas		
State: CA	Country: USA	Zip code: 94924
Mobile phone number: 415-868-1224		
Fax number:		
Email address: jblackman@bcpud.org		

Park alpha code: PORE

Permit #: 23-0062

Type of use:

- Special event
- Filming or still photography
- Demonstration, sale or distribution of printed matter, etc.
- Agricultural or grazing
- Other: road clearing

Authorizing legislation or other authority:

- 54 U.S.C. § 100101
- 54 U.S.C. § 100751(a)
- 54 U.S.C. § 103104
- 54 U.S.C. § 100905 (still photography)
- Other authority: 36 CFR 2.50
- Park-specific legislation: _____

NEPA compliance:

- Categorically excluded
- EA/FONSI
- EIS
- PEPC # 100633
- Other: _____

The Permittee is authorized to use the following described lands or facilities in or administered by Point Reyes National Seashore: Arroyo Hondo Access Road

The Permittee may use those lands or facilities only for the following purpose: Removal of debris from winter storms from access road. Debris includes small down trees and eroded hillside material (slip-outs). Work is approved by FEMA in connection with federally declared disaster event. BCUP will contract work. Small down trees will be removed and taken to green waster processing off-site. Slip-out material will be removed from roadway and left on site in area to the side of the road. Equipment to be used includes chainsaws, loader, and dump truck.

This permit begins at 8:00 am on September 18, 2023, and expires at 5:00 pm on October 27, 2023.

Application fee	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Performance bond	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Liability insurance	Received <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ _____
Cost recovery	Received <input type="checkbox"/>	Not Required <input type="checkbox"/>	Amount \$ _____
Location fee	Received <input type="checkbox"/>	Required <input type="checkbox"/>	Amount \$ _____
Other authorized fee	Received <input type="checkbox"/>	Required <input type="checkbox"/>	Amount \$ _____

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.



Permittee signature

General Manager 9/18/2023

Title: _____ Date

BRANNON KETCHAM Digitally signed by BRANNON KETCHAM
Date: 2023.09.21 08:46:36 -07'00'

Authorizing NPS official

Title: Management Assistant Date

CRAIG KENKEL Digitally signed by CRAIG KENKEL
Date: 2023.09.21 16:39:50 -07'00'

Authorizing NPS official (additional, if required)

Title: Superintendent Date

General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Point Reyes National Seashore may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$_____ per occurrence and \$_____ aggregate; must be issued by a company licensed to do business and in good standing in California; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. ~~If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$___ from a bonding company licensed to do business and in good standing in California or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.~~
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the

difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates Jennifer Blackman 415-868-1224 as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.

13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.

15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.

16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.

17. Credit Lines may be approved through additional terms and conditions.

18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

19. Damages – Permittee shall pay the United States for any damages resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.

20. This permit, signed by the Superintendent or his/her representative, must be carried by the Permittee and be on site at all times during the event.

21. Except for the Group Picnic Site at the Bear Valley Picnic Area, no area in the Park may be reserved for the exclusive use of weddings, ceremonies or parties. Permittee must ensure this project does not interfere with traffic, visitor/NPS access to parklands or facilities, or visitor/NPS activities in the area.

22. The following are prohibited:

- a. Amplified music & sound
- b. Electric generators & lights
- c. Signage (this includes cardboard/paper signs taped on directional or stop signs). Only self-standing pre-approved signs may be used.
- d. Collection of fees or sale of items.
- e. Marking Park property or grounds with flour, chalk, inks or any type of paints
- f. Stands, lecterns, chairs or other types of furniture unless authorized elsewhere in this permit
- g. Releasing balloons, birds or butterflies; throwing rice, birdseed, confetti or other natural or artificial materials.
- h. Fires, except with a valid fire permit. See (<https://www.nps.gov/pore/planyourvisit/beachfires.htm>)
- i. Off-road vehicles except on/adjacent to access route as necessary to clear debris from road.
- j. Pets (where Park regulations prohibit them).
- k. Alcohol containers with capacity to hold five (5) fluid gallons or more – i.e. kegs.

23. All trash, garbage and waste must be placed in on-site trash containers. If the site does not have trash containers or if trash volume exceeds container capacity, Permittee must either bag and remove trash from parklands or provide a dumpster.

24. Permittee is responsible for site maintenance, crowd control, event security, parking management, event first aid services, medical evacuation and event supervision.

25. This permit does not allow activities to take place in locations when tule elk or other wildlife are present. Permittee must ensure any activities do not interfere with or disturb wildlife.

26. Permittee will observe any areas with resource protection fencing and will ensure all participants keep at least 25 feet away from fenced areas.

27. Failure of Permittee to comply with the conditions of this permit to the satisfaction of NPS staff, and/or failure of Permittee to cooperate with NPS staff before, during, or immediately after the event will result in the denial of any future requests for events associated with the Permittee within Point Reyes National Seashore.

28. Event is limited to a maximum of 10 participants.