



**DEPARTMENT OF THE ARMY**  
**SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**450 GOLDEN GATE AVENUE**  
**SAN FRANCISCO, CALIFORNIA 94102**

**DEPARTMENT OF THE ARMY PERMIT**

**PERMITTEE:** Mr. John Haynes, Harbormaster; City of Monterey

**PERMIT NO.:** SPN-2019-00151, Regional General Permit (RGP 32) – Monterey Municipal Wharves I and II Structural Maintenance Program

**ISSUING OFFICE:** San Francisco District

**NOTE:** The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate District or Division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below:

**PROJECT DESCRIPTION:** The Monterey Municipal Wharves I and II Structural Maintenance Program will involve maintenance and repair activities to the structural elements of the two wharves under what the City has termed a "cycle" approach, with each cycle comprising three years of inspection and maintenance repairs. The maintenance activities include both in-water work and above-water work, including foundation (pile) repairs, such as pile replacement (with support piles and with formed concrete), pile sleeves, wrap repairs, friction collars, encasement repair, concrete block foundations, fender and/or guide pile replacement; and framing repairs, such as timber cap beams, timber stringers, miscellaneous framing and concrete repairs.

All work shall be conducted in accordance with plans or descriptions approved and authorized by the USACE following submittal of a pre-construction proposal (see Special Condition 4 herein). The first cycle of repairs shall be completed in accordance with the plans and drawings titled "USACE File #2019-00151S, Monterey Municipal Wharves I and II Structural Repair Plans, June 20, 2020, 41 Sheets," provided as enclosure 1.

**FILL LIMITS:** Project activities involve work within waters of the U.S. and will result in only minimal fill discharge (total area would not exceed 0.005 acre over five years) with no loss of waters of the U.S.

**PROJECT LOCATION:** Monterey Harbor, City and County of Monterey, CA

**PERMIT CONDITIONS:**

**GENERAL CONDITIONS:**

1. The time limit for completing the work authorized ends on June 15, 2026. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the

Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. For your convenience, a copy of the water quality certification or waiver is attached. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
7. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**SPECIAL CONDITIONS:**

1. The U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) concurred with the determination that the project is not likely to adversely affect Southern sea otter, Western snowy plover, Black Abalone, Chinook Salmon, Coho Salmon, CCC DPS Steelhead, SCC DPS Steelhead, Green Sturgeon, Leatherback sea turtle, Southern resident killer whale DPS, Fin whale, Blue whale, Sei whale, Humpback whale, Sperm whale, North Pacific right whale, Gray whale, Guadalupe fur seal, Loggerhead sea turtle, Green sea turtle, and Olive Ridley sea turtle, or designated critical habitat for these species. This concurrence was premised, in part, on the description of the proposed action and conservation measures listed on page 2 of enclosure 3, and pages 7-8 of enclosure 4. These measures are incorporated as special conditions to this Individual Permit authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.
2. The permittee shall fully implement the avoidance and minimization measures as described in enclosure 5 during construction.
3. The permittee must allow representatives from the Corps to inspect the authorized activity (and any avoidance or mitigation areas, if applicable) at any time deemed necessary to ensure that the activity is being, or has been, accomplished in accordance with the terms and conditions of the permit.
4. Prior to the start of each construction season, the permittee must submit a pre-construction proposal for the year's projects for Corps' approval and authorization under this RGP. At a minimum, the pre-construction proposal shall include a list of the activities and their locations.
5. The permittee must submit an annual report in accordance with the following procedures: within sixty days after the conclusion of the construction season, you shall submit an annual report documenting the activities that occurred. This report will include a description of the work performed, specifically noting any changes to proposed projects from what was outlined in the proposed Cycle repairs outlined in the annual notification of proposed structural repairs. At a minimum, the annual report will include the following information for that year:

- A description of activities completed and their location;
- Conservation measures implemented that year;
- The report can be submitted as an excel spreadsheet.

**FURTHER INFORMATION:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - (X ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403).
  - (X ) Section 404 of the Clean Water Act (33 U.S.C. Section 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. Section 1413).
  
2. Limits of this authorization:
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
  
3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
  
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
  
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)

- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.


Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 C.F.R. § 325.7 or enforcement procedures such as those contained in 33 C.F.R. §§ 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 C.F.R. § 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
(PERMITTEE) 7/7/2021  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
\_\_\_\_\_  
James Mazza 07 JUL 2021  
Chief, Regulatory Division (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE) \_\_\_\_\_  
(DATE)