



Margaret E. Long  
Margaret@plelawfirm.com

May 29, 2019

Via email: CEQAResponses@co.humboldt.ca.us

Elizabeth Burks, Senior Planner  
County of Humboldt Planning & Building Department  
3015 H Street  
Eureka, CA 95501

Re: Scotia Community Service District Comments to the Humboldt Wind Energy DEIR

Dear Ms. Burks:

This law firm represents the Scotia Community Services District ("Scotia CSD") as district counsel. Please accept this as Scotia CSD's response to the Humboldt Wind Energy Draft Environmental Impact Report ("DEIR").

**1. Gen-Tie (ES.3.1 PROJECT LOCATION AND COMPONENTS)**

The DEIR states that a portion of the gen-tie would cross the Eel River and that this portion would be constructed underground. Based on Figure 2-2, the point of interconnection with Pacific Gas and Electric Company would be the Bridgeville Substation, and the utility undergrounding to meet the substation is three miles upstream from Scotia CSD's water intake. The DEIR provides no analysis of the effect on Scotia CSD, including, but not limited to, hydrology or soil impacts. This section is incomplete and needs to contain a study on the impacts.

**2. Frac-Out (ES.6.2 ALTERNATIVE 2: REALIGNED GEN-TIE AND ACCESS ROAD)**

Alternative 2 discusses the risk of frac-out during boring under the Eel River. Neither the water quality section nor Appendix T addresses directional bore drilling impacts, especially as it could relate to Scotia CSD's water intake infrastructure. If this alternative is proposed, or any directional bore drilling activities are proposed as a part of the project, the impacts and process need to be studied and addressed within the EIR.

### **3. Scotia CSD's Log Pond**

There are multiple places in the DEIR where the use of the treated wastewater effluent (recycled water) from the "Log Pond" within Scotia CSD is being proposed. (See section 2.3 **CONSTRUCTION AND PHASING, section 2.3.16 WATER SUPPLY AND USAGE, 3.1 PROJECT WATER SUPPLY AND DEMAND; 3.2.2 "Is There a Public Water System?" and section 3.1.3 UTILITIES.**)

The Log Pond property (APN 205-421-006-000) is owned by the Scotia CSD. (See attached Property Deed). Scotia CSD was not contacted or consulted prior to the release of this DEIR. If they had been contacted and consulted, Scotia CSD would have informed the County that use of the Log Pond is not acceptable as a water supply source for the following reasons:

- (1) Currently, the Scotia CSD (formerly under Town of Scotia, LLC responsibility) and Humboldt Redwood Company (formerly Eel River Power responsibility) operate under a National Pollutant Discharge Elimination System ("NPDES") co-permit. The proposed uses outlined in the project are not permitted by the State within the NPDES permit.
- (2) The Log Pond is not the final point of treatment, and therefore is not considered fully treated wastewater by health standards. Scotia CSD further treats the Log Pond wastewater at the clarifier prior to discharging into the Eel River between October to May. If Terra-Gen's plan is to collect discharges prior to reaching the Log Pond, it would pose human health contact concerns.
- (3) Given the treatment and chemical use associated with the Log Pond, access is limited to authorized personnel and those with specific permissions only. Access to the general public is not granted for safety and health concerns.
- (4) The Log Pond holds approximately 18 acres of water. The proposed project would use approximately 3.5' of water, which means that during the summer, the pond does not carry the capacity of water to support the project. The Log Pond also provides water for the use of the volunteer fire department for fire suppression, and draining of the pond could pose a risk to the citizens of Scotia CSD.

### **4. Aesthetics (3.2 AESTHETICS)**

The DEIR downplays the aesthetics' negative impact that the wind turbine generator ("WTG") would have on the Scotia CSD. The DEIR states that the wind generation facilities installed for the proposed project would include up to 60 WTGs, with a maximum rotor blade rotation height of 182 meters (600 feet) from the base of the WTG, and up to six permanent meteorological towers that would be between 80 and 120 meters (262-394 feet). Based on visualizations prepared for the project, WTGs on both Bear River Ridge and Monument Ridge would be visible from two key observation points (KOPs): KOP 2 (at 4th and B Streets) and KOP 3 (on Main Street) in the Scotia historic district. The introduction of these visual vertical elements would create a change to the horizon view for viewers standing in downtown Scotia. The WTGs would be approximately three miles from the downtown area.

The Scotia CSD, and the historic district within, have significant concerns regarding the negative impact these highly visible WTGs will have on the housing prices, economy, and quality of life

May 29, 2019

Re: Scotia's Response to DEIR

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for the residents of the Scotia CSD. The residents and visitors of Scotia CSD come to the small community based on its aesthetic beauty and connection with nature, which will be disrupted by these large visible man-made blights and the loud noise generated. The Scotia CSD does not agree with the DEIR's conclusion regarding impact, and believes further studies need to be done.

**5. Cultural Resources (3.6 CULTURAL RESOURCES, INCLUDING TRIBAL CULTURAL RESOURCES)**

The DEIR is void of any analysis of cultural resources, and does not define potential impacts the project could have. The impacts need to be studied and addressed within the EIR.

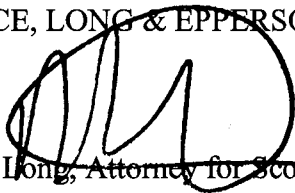
**6. Dam Over Eel River (3.10 HYDROLOGY AND WATER QUALITY. FLOODING)**

The DEIR references a dam over the Eel River in Scotia CSD. This dam does not exist.

At this time, the CSD believes this document to be inadequate and incomplete in its representation of the full project and its project components, as well as the analysis pertaining to water supply, wastewater impacts, hydrology, water quality, aesthetics, and cultural resources. It is lacking in key project components which will require further analysis, even full studies to be completed prior to this DEIR becoming certified.

If you have any questions, please do not hesitate to contact this office.

PRENTICE, LONG & EPPERSON



Margaret Long, Attorney for Scotia CSD

Enc.

cc: Scotia CSD's Board of Directors  
Supervisor Rex Bohn,  
Nathan Vajdos and Natalynne DeLapp  
Frank Bacik  
Justin McSmith and Ronnean Lund

2017-009269

Recorded - Official Records  
Humboldt County, California  
Kelly E. Sanders, Recorder  
Recorded by: FNTCO

Pages: 23

Recording Fee: \$ 79.00  
Tax Fee: \$0.00  
Clerk: lh Total: \$79.00  
May 24, 2017 at 10:59:43



RECORDING REQUESTED BY:  
Town of Scotia Company, LLC  
PO BOX 245  
Scotia, CA 95565

When Recorded Mail Document  
and Tax Statement To:  
Scotia Community Services District  
PO BOX 104  
Scotia, CA 95565

Government Agency Acquiring Title  
RNT SECTION 11922

APNs: 205 421-002, 003, 004, 005, 006, 007, 008, 009 SPACE ABOVE THIS LINE FOR RECORDER'S USE  
**GRANT DEED AND REPRESENTATION**

**AND WARRANTY DISCLAIMER AND RELEASE OF LIABILITY**

This transfer is exempt from the documentary transfer tax.

"The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922."

FOR VALUE RECEIVED, TOWN OF SCOTIA COMPANY, LLC, a California limited liability company ("Grantor"), grants to the SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District formed pursuant to California Government Code §§ 61000, et seq. ("Grantee"), all of its rights, title, and interest in and to that certain real property (the "Property") situated in the County of Humboldt, State of California, described in *Exhibit A* attached hereto and incorporated by reference.

The Property is conveyed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors, and assigns, faithfully to keep, observe and perform:

1. Grantee acknowledges and agrees that the Property is transferred and conveyed to, and accepted by Grantee, in an "AS IS" condition with all faults. Grantee has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges that a portion of the Property has been used for wastewater and water treatment since, approximately, 1940, and that such use involved the use of potentially hazardous substances employed in the use of the property. Grantee acknowledges that it is accepting the Property on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.

2. Grantee further acknowledges that Grantor, its agents and employees and other persons acting on behalf of Grantor have made no representation or warranty of any

Attest Date 6/6/2019  
This instrument is a correct copy of the original on file in this office.  
Kelly E. Sanders, Humboldt Co. Recorder  
By R. Burns Deputy County Recorder

kind in connection with any matter relating to the condition, value, fitness, use or zoning of the Property upon which Grantee has relied directly or indirectly for any purpose, except for those limited representations and warranties pledged by Grantor in Section 6.7 of that certain written agreement entitled "TOWN OF SCOTIA AND SCOTIA COMMUNITY SERVICES DISTRICT ASSET TRANSFER AGREEMENT" entered by and between Grantor on April 27, 2017 (the "Asset Transfer Agreement").

3. Except for those limited representations and warranties and other obligations pledged by Grantor in the Asset Transfer Agreement which are not waived and expressly preserved by Grantee, Grantee hereby waives, releases, remises, acquits and forever discharges Grantor, Grantor's employees, agents, or any other person acting on behalf of Grantor, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto, expressly including without limitation the physical condition of, operational functioning of, and/or the compliance with any applicable law and/or regulation concerning the Wastewater and Water Treatment Plants located on the Property. It is the intention of this paragraph that any and all responsibilities and obligations of Grantor, and any and all rights or claims of Grantee, its successors and assigns and affiliated entities, arising by virtue of the physical condition of the Property are by this release provision declared null and void and of no present or future effect as to such parties. Grantee agrees to waive the benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Grantee acknowledges and agrees that Sections 2, 4.4, and 10 of the Asset Transfer Agreement, made effective April 27, 2017, contains certain "as is", release, covenant not to sue or complaint, remediation, and/or indemnity covenants and agreements pertaining to the condition of the Property made by Grantee on behalf of Grantee, Grantee's successors, successors in title and assigns to Grantor, on behalf of Grantor, and its and their directors, officers, members, employees, agents, and other persons acting on behalf of Grantor

5. It is expressly understood and agreed that Grantor shall have no obligation to share in the cost and expense of maintaining and operating the Property, or any portion thereof, and that any such costs and expense shall be Grantee's sole and exclusive responsibility.

6. The covenants set forth in paragraphs 1, 2, 3, 4 and 5, above, are collectively referred to as "Grantee's Covenants."

7. Grantee's Covenants touch and concern and are appurtenant to and shall run with the Property; that by accepting a deed, gift, devise or other conveyance, each and every person and entity that, from time to time, acquires any divided or undivided fee interest in all or any portion of the Property shall acquire such interest or estate subject to said Grantee's Covenants, and during the term of time that he, she or it owns such interest, he she or it shall be bound by and shall perform and all obligations applicable to said period of time and applicable to that portion of the Property in which he, she or it holds any divided or undivided fee interest jointly and severally with any and all of the holders of any fee interest in all or any portion of the Property, provided that he, she or it shall continue to be bound by the release and covenant not to sue provisions set forth above and in Sections 2, 4.4, and 10 of the Asset Transfer Agreement, made effective April 27, 2017, subsequent to their period of ownership.

8. In addition to the foregoing, by accepting a lease, each and every person and entity that, from time to time, acquires a leasehold interest in all or any portion of the Property shall acquire such interest subject to the terms of the release and covenant not to sue provisions set forth in paragraphs 3 and 4, above, and shall be bound by the terms of Section 10 of Asset Transfer Agreement, made effective April 27, 2017, applicable to that portion of the Property in which he, she or it holds any leasehold interest, jointly and severally with any and all holders of any leasehold interest or leasehold estate in all or any portion of the Property both during and subsequent to the effectiveness and term of the lease.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;
- B. All matters which would be revealed or disclosed in an accurate survey of the Property;
- C. All matters which would be revealed or disclosed by a physical inspection of the Property;
- D. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property;

E. Zoning ordinances and regulations and any other notices, orders, laws, ordinances, and governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect: and

F. Existing leases, licenses and other existing rights to use the Property and renewals thereof ("Use Rights"), regardless of whether visible, open and obvious, recorded or unrecorded, or for public streets, rights of way or utilities.

IN WITNESS WHEREOF, the undersigned has executed this Deed as of May 1, 2017.

**Grantor:**

TOWN OF SCOTIA COMPANY, LLC, a Delaware limited liability company

By: Frank Shaw Boal

Name: FRANK SHAW BOAL

Its: president & General Counsel

**Grantee:**

SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services Dist.

By: Rick Walsh

Name: Rick Walsh

Its: President

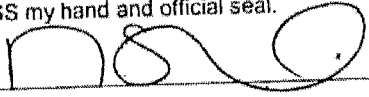
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Humboldt

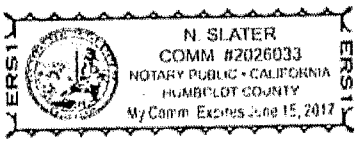
On May 23, 2017 before me, N. Slater, Notary Public (here insert name and title of the officer), personally appeared Frank Shaw Bacik and Rick Walsh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature

(Seal)





## EXHIBIT A

## PROPERTY DESCRIPTION

## PARCEL 5 - LOG POND

All that real property situated in the Southeast Quarter of Section 7, Township 1 North, Range 1 East, Humboldt Meridian in the County of Humboldt, State of California, described as follows:

That portion of PARCEL 4 as shown on a Record of Survey for TOWN OF SCOTIA COMPANY, LLC, filed in Book 68 Surveys, Pages 16 through 20, Humboldt County Records, described as follows:

BEGINNING at a point that bears South 34 degrees 12 minutes 49 seconds West, 2512.75 feet from the Northeast corner of the Southeast Quarter of said Section 7, said point being on the West line of that parcel of land conveyed to RED-SCOTIA, LLC, a Delaware limited liability company by deed recorded November 12, 2010 as Instrument No. 2010-24821-5

thence along said line the following courses:

- (L1) North 23 degrees 57 minutes 12 seconds East, 37.84 feet,
- (L2) North 17 degrees 00 minutes 24 seconds West, 196.67 feet,
- (L3) North 03 degrees 33 minutes 52 seconds West, 171.32 feet,
- (L4) North 16 degrees 09 minutes 07 seconds East, 93.22 feet,
- (L5) North 82 degrees 14 minutes 44 seconds East, 246.83 feet,
- (L6) South 27 degrees 13 minutes 47 seconds East, 214.43 feet,
- (L7) South 37 degrees 24 minutes 53 seconds East, 122.34 feet,
- (L8) North 60 degrees 41 minutes 50 seconds East, 267.74 feet,
- (L9) North 00 degrees 14 minutes 18 seconds West, 130.92 feet,
- (L10) North 25 degrees 39 minutes 13 seconds West, 140.10 feet,
- (L11) North 15 degrees 36 minutes 16 seconds East, 168.52 feet,
- (L12) North 07 degrees 08 minutes 21 seconds West, 146.85 feet,
- (L13) North 25 degrees 42 minutes 40 seconds West, 121.23 feet,
- (L14) North 04 degrees 46 minutes 05 seconds West, 291.73 feet,
- (L15) North 23 degrees 45 minutes 59 seconds East, 262.94 feet,

thence leaving said line, (L16) North 15 degrees 58 minutes 01 seconds East, 591.50 feet;

- thence (L16A) North 01 degrees 04 minutes 14 seconds East, 134.88 feet;
- thence (L17) North 31 degrees 32 minutes 14 seconds East, 215.76 feet;
- thence (L18) North 43 degrees 22 minutes 27 seconds East, 81.71 feet;
- thence (L19) North 49 degrees 52 minutes 35 seconds East, 86.47 feet;
- thence (L20) North 54 degrees 41 minutes 05 seconds East, 48.15 feet;
- thence (L21) North 32 degrees 21 minutes 46 seconds West, 48.30 feet;
- thence (L22) North 37 degrees 19 minutes 31 seconds East, 183.06 feet;
- thence (L23) North 30 degrees 09 minutes 26 seconds West, 63.37 feet;
- thence (L24) South 59 degrees 49 minutes 56 seconds West, 18.87 feet;

thence (L25) North 30 degrees 15 minutes 31 seconds west, 242.23 feet;  
 thence (L26) South 30 degrees 23 minutes 19 seconds West, 131.70 feet;  
 thence (L27) South 18 degrees 07 minutes 54 seconds West, 92.75 feet;  
 thence (L28) South 67 degrees 09 minutes 36 seconds East, 29.74 feet;  
 thence (L29) South 20 degrees 28 minutes 05 seconds West, 179.16 feet;  
 thence (L30) South 09 degrees 10 minutes 05 seconds West, 120.01 feet;  
 thence (L31) South 25 degrees 22 minutes 47 seconds West, 320.03 feet;  
 thence (L32) South 30 degrees 39 minutes 13 seconds West, 103.01 feet;  
 thence (L33) South 40 degrees 26 minutes 23 seconds West, 112.01 feet;  
 thence (L34) South 48 degrees 44 minutes 41 seconds West, 188.09 feet;  
 thence (L35) South 52 degrees 22 minutes 42 seconds West, 121.61 feet;  
 thence (L36) South 48 degrees 10 minutes 45 seconds West, 128.04 feet;  
 thence (L37) South 47 degrees 33 minutes 03 seconds West, 250.45 feet;  
 thence (L38) South 38 degrees 51 minutes 10 seconds west, 148.77 feet;  
 thence (L39) South 28 degrees 36 minutes 13 seconds West, 184.99 feet;  
 thence (L40) South 14 degrees 31 minutes 21 seconds West, 175.26 feet;  
 thence (L41) South 02 degrees 33 minutes 26 seconds West, 237.77 feet;  
 thence (L42) South 02 degrees 58 minutes 10 seconds East, 230.62 feet;  
 thence (L43) South 01 degrees 14 minutes 03 seconds East, 77.56 feet;  
 thence (L44) South 78 degrees 00 minutes 00 seconds West, 37.94 feet;  
 thence (L45) South 68 degrees 53 minutes 11 seconds West, 62.66 feet;  
 thence (L46) South 80 degrees 55 minutes 24 seconds West, 46.17 feet to a point

on the East line of that parcel of land conveyed to Northwestern Pacific Railroad Company by deed recorded January 22, 1920 in Book 140 of Deeds, Page 224, being on a non-tangent curve, concave to the East, having a radius of 2061.98 feet, to which point a radial line bears South 80 degrees 55 minutes 24 seconds West;

thence Southerly along said curve, though an angle of 12 degrees 48 minutes 21 seconds, for a distance of 460.86 feet;

thence (L47) South 24 degrees 38 minutes 10 seconds East, 216.43 feet, more or less, to a point that bears South 65 degrees 21 minutes 51 seconds West from the point of beginning;

thence (L48) North 65 degrees 21 minutes 51 seconds East, 118.80 feet, more or less, to the POINT OF BEGINNING.

As shown on EXHIBIT B attached.

The bearings in this description are based on a Record of Survey for Town of Scotia, LLC, filed September 10, 2010 in Book 68 Surveys, Pages 16 through 20, Humboldt County Records.

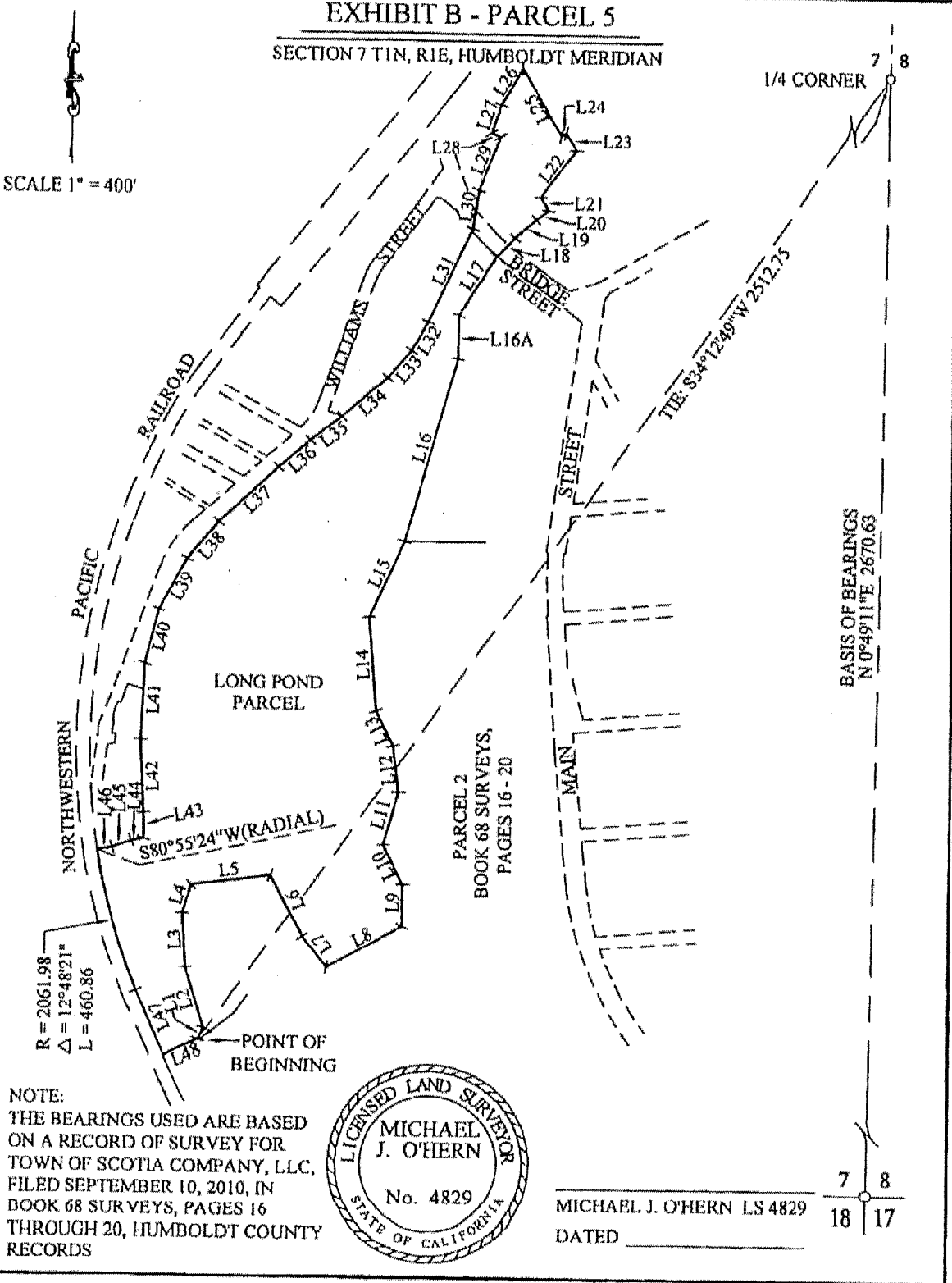
Prepared by:

Michael J. O'Hern LS 4829

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

### EXHIBIT B - PARCEL 5

SECTION 7 T1N, R1E, HUMBOLDT MERIDIAN



SCALE 1" = 400'

$R = 2061.98$   
 $\Delta = 12^\circ 48' 21''$   
 $L = 460.86$

NOTE:  
 THE BEARINGS USED ARE BASED  
 ON A RECORD OF SURVEY FOR  
 TOWN OF SCOTIA COMPANY, LLC,  
 FILED SEPTEMBER 10, 2010, IN  
 BOOK 68 SURVEYS, PAGES 16  
 THROUGH 20, HUMBOLDT COUNTY  
 RECORDS



MICHAEL J. O'HERN LS 4829  
 DATED \_\_\_\_\_

7 8  
 18 17