



**Request for Proposals  
Private Sector Development of  
Marine Service Industry**



**Request for Proposals  
By the City and Borough of Sitka, Alaska and  
The Sawmill Cove Industrial Park Board of Directors**

**Selection of a private entity(s) to build and operate a marine haul out, ship yard, or other marine related industry(s) that will provide local jobs and support the marine industry in Sitka and Southeast Alaska.**

Proposals will be received at the Office of the Municipal Clerk, City Hall, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 until 2:00 P.M., September 10th, 2009. The time of receipt will be determined by the Municipal Clerk's time stamp. Proposals received after the time fixed for the receipt of the bids may not be considered.

**For Proposal Specifications and Evaluation Criteria contact:**

City and Borough of Sitka  
Sawmill Cove Industrial Park Director  
100 Lincoln Street, Sitka, Alaska 99835  
(907) 747-2660  
garrywhite@gci.net

The project consists of selecting a private entity(s) (developer or developers) willing and able to privately fund and operate a marine haul out, ship yard or other marine related industry(s), furnishing all financing, labor, materials, equipment, tools, supervision, and other facilities necessary to create and manage the marine facility(s). The work includes, but is not limited to the following:

**Fund, design, construct and operate a marine haul out, ship yard, or other marine related industry(s)  
at the Sawmill Cove Industrial Park**

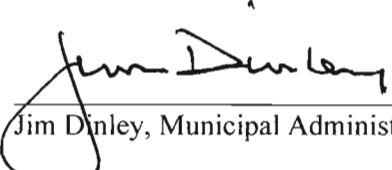
Please direct all questions regarding this project to:

Garry White  
Sawmill Cove Industrial Park Director  
907-747-2660  
[garrywhite@gci.net](mailto:garrywhite@gci.net)

The City and Borough of Sitka reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to negotiate a contract with the respondent that best meets the selection criteria.

Dated this 8<sup>th</sup> day of April, 2009.

CITY AND BOROUGH OF SITKA

  
Jim Dinley, Municipal Administrator

**SAWMILL COVE INDUSTRIAL PARK**  
**Marine Haul Out, Shipyard or other Marine related industry(s)**  
**Fund, Design, Construction and Operation**

Sitka, Alaska is requesting proposals from qualified entities for the project described herein.

The following subjects are discussed in this RFP to assist you in preparing your proposal.

- I. Introduction & Additional Information
- II. Preferred Outcome
- II. Scope of Services
- III. General Requirements
- IV. Relationship with City and Borough of Sitka
- V. Proposal Format and Content
- VI. Evaluation Criteria and Selection Process
- VII. Schedule
- VIII. Project Location Map
- IX. Environmental Overview

**I. Introduction**

The Sawmill Cove Industrial Park (SCIP) Board of Directors, through the City and Borough of Sitka (CBS), desires to select a private company(s) to fund, construct, and operate marine facilities to form a marine service sector. The site is located at the Sawmill Cove Industrial Park, the site of the former Alaska Pulp Company (APC) pulp mill located five miles southeast of downtown Sitka. The site is on the road system.

Sawmill Cove Industrial Park is under development by a five member board of directors appointed by the CBS Assembly and Chaired by Grant Miller, Vice-Chair Trevor Harang with Charles Horan, Chris Fondell and Lowell Frank as board members. The Board manages the day to day operations of the Park working with and through the Municipal Administrator and a Park director. The Board serves in an advisory capacity to the CBS Assembly, who has final authority on leases and sales at the Park.



Sitka needs family wage jobs and the Board has certain requirements to assure every effort is being made to secure tenants at the Park that will: 1) Create family wage jobs for Sitkans and; 2) Generate operating and capital funds for the Park.

The Alaska Pulp Corporation and CBS reached an agreement and transferred ownership of the site to CBS in 1999. Prior to that transfer, APC and CBS made agreements with EPA and the Alaska Department of Environmental Conservation (ADEC) regarding future uses of the site. Attached to

this RFP is an overview of the environmental restrictions and agreements between CBS and ADEC and the Park management plan.

Submerged land and uplands may be leased long-term or possibly sold. Access to the water front by the public must be maintained at all times to assure access to the marine industrial facility for those willing and able to meet operation criteria and fees.

The design project also includes environmental permitting. Developer(s) will be expected to provide all applicable permits including but not limited to CORPS, ADEC and Coastal Zone permits for the haul out, ship yard or other marine related industry. Permits from the CBS will be required for utility connections and for any upland structures.

**Additional Information:**

Please see attached Land Use Map approved by the SCIP Board. This Map designates Lots 3, 4, 6, 7, and 8 as use for marine services facilities. The Board will also take proposals for Lots 15, 16, and 17. Also attached is corresponding square feet associated with each lot and utility locations in the SCIP.

Sitka has a substantial marine customer base. Attached is information regarding vessels located in Sitka and surrounding areas. The attached information was obtained from public sources. CBS does not guarantee the accuracy of the attached information. All developers are encouraged to complete their own due diligence of proposed customer base.

**II. Preferred Outcome:**

The SCIP Board of Director's preferred outcome from this RFP is the selection of an experienced and well financed Developer(s). Once that selection is made, the Board may carry out further negotiations as might be necessary. The SCIP Board will make its determination of the ideal Developer(s) and forward that recommendation to the CBS Assembly who has final authority in these matters.

The Board believes the Park needs a marine haul out, shipyard and/or other marine related industry(s) to meet the long term uses envisioned for the industrial park. The marine facility design should provide jobs and support the marine industry in Sitka and Southeast Alaska. In October 2007, a Sitka Marine Industries Survey was conducted to determine criteria for a marine service industry in Sitka. Results of the survey are attached. The following is a list of requested marine facilities:

- a. EPA Approved Boat Haul Out or Shipyard:
- b. Covered Sand Blast and Paint Facility:
- c. Covered or Indoor Fiberglass Facility:
- d. Workfloats:
- e. Small Boat Storage:

The Board recognizes that proposals might not include all of the above facilities or might contain marine facilities not envisioned by the Board. The Board is accepting proposals on portions or

complete marine service sector development. The Board also recognizes it may be viable to select more than one developer(s), i.e. one for a Boat Haul Out and another for related facilities.

**Lease Rates:** CBS will provide tidal and uplands lease area or property sales for Developer's facilities on case by case basis. The proposal should clearly indicate how many square feet is required for both submerged and uplands. The Board anticipates land leases or sales will be at a minimum of a market value. However the Board will consider other arrangements if it is demonstrated it is in the best interest of the City and Borough of Sitka

**Retail Development:** The City and Borough of Sitka Assembly has set a retail and business use table for the Park. Please see attached Table.

**Additional:** The City and Borough of Sitka reserves the right to negotiate with the finalist(s). The City and Borough of Sitka retains the right to refuse or accept any and/or all proposals.

### **III. Scope of Project**

The project consists of furnishing all funds, labor, materials, equipment, tools, supervision, and other facilities necessary to perform the design, construction and operation of the proposed marine facility(s) in accordance with the standards and criteria of the City and Borough of Sitka and State and Federal agencies.

This work includes, but is not limited to the following:

#### **Task 1: Ownership Criteria**

The Sawmill Cove Board of Director's prefers long term leases that match the anticipated life of the proposed marine facility(s), but will accept all proposals including ownership options, for submerged and uplands. Public access to and from the waterfront is an essential element of the anticipated development plan. Business entity type must be included in proposal. Proposal should include lease rate or purchase amount desired.

#### **Task 2: Location Analysis**

In the proposal, discuss various marine facility(s) alignment alternatives and the budget costs for each alignment. The selected Developer(s) shall provide a marine facility(s) design survey and a tidelands boundary survey for CBS use in developing a tidelands lease.

#### **Task 3: Geotechnical Investigation, Facility Design and Permits.**

- a. The project site is known to have pulp mill debris offshore. Substantial subsurface (surface of ocean floor) information has been developed in the past by APC and CBS. This information is available.
- b. The selected Developer(s) shall perform sufficient geotechnical investigations to accurately describe the work in the construction documents. A geotechnical report (tech memo format is sufficient) shall be provided for CBS review before proceeding with design.
- c. Upland work within the Industrial Park will involve excavation in areas with abandoned structures remaining from the APC pulp mill. Developer(s) should expect to encounter concrete foundations and other difficult excavation conditions.

d. Selected Developer(s) shall design a marine facility(s) in accordance with good engineering practice. Sitka will review the project design at the 50% and 90% levels of completion.

e. The selected Developer(s) shall acquire permits from State and Federal agencies necessary to construct the project. Uplands infrastructure will require approval from CBS Public Works Department, CBS Electric Department and CBS Building Official.

**Task 4: Facility Construction**

a. The selected Developer(s) shall construct a marine facility(s) and supporting facilities in a manner consistent with the approved design.

CBS desires to have an operational facility by March, 2012.

Provide insurance in amounts listed below:

**Type of Coverage**

General Liability

Single Limit	To be determined
Aggregate	To be determined

- \*premises operations
- \*products/completed operations
- \*blanket contractual
- \*broad form property damage
- \*personal injury
- \*independent contractors

Workman's Compensation State of Alaska Limits

Comprehensive Automotive Liability To be determined  
including all owned, hired and non-owned vehicles

Insurance Notes

a. The City and Borough of Sitka shall be named as an additional named insured on all insurance policies. Sitka shall also be granted a full waiver of any rights of subrogation. These requirements extend to all sub-contractors.

**Task 5: Facility Operations**

a. The selected Developer(s) shall provide operational management of the marine facility (s).

b. CBS will operate utility systems such as water, sewer and electricity. Developer(s) will be required to tie into the existing service locations in the industrial park.

- c. Developer(s) shall maintain facilities in a safe and operational condition at all times.
- d. Developer(s) is responsible for safety of persons using the facilities.
- f. Developer(s) will allow access to the waterfront to the general public.
- g. Developer to provide required port security plan if required.

**IV. Relationship with City and Borough of Sitka / Sawmill Cove Industrial Park**

- a. Selected Developer(s) and CBS shall enter into a long term lease that describes all aspects of the project. Buy/Sell agreements will contain provisions in the contract to ensure the proposed plan goes forward and jobs are created.
- b. CBS will charge Developer(s) property tax on the real property, the assessed value of facilities constructed by Developer(s) and upon the assessed value of the possessory interest.
- c. Developer(s) shall collect and remit CBS sales tax for services or sales Developer(s) provides at the Sawmill Cove site.
- h. Developer(s) will follow all CBS zoning and building codes.

**V. Proposal Format and Content**

Direct questions regarding this proposal to Garry White, Director, Sawmill Cove Industrial Park, (907) 747-2660.

Proposals, which do not address the items listed in this section, may be considered incomplete and may be deemed non-responsive by the City and Borough of Sitka.

PROPOSAL FORMAT

- A. Letter of Transmittal
- B. Narrative
  - 1. Brief description of the company including its experience, the experience of its key individuals and a financial statement to prove its ability to finance this project. Brief resumes of the Developer(s), managers and lead design engineers and of the key technical and operational personnel to be assigned to this project. Discuss the experience of these persons and relate that experience to this project. Include what portion of this contract each person would be working upon.
  - 2. Provide a list of other marine facilities owned and/or operated. Provide three client references.
  - 3. Include a plan/program that is designed to satisfy the requirements listed in the “Scope of Project.” Describe your understanding of the project, the proposed work plan, and the schedule you intend to follow in order to complete the project in a timely manner.

4. Provide a schedule for completion of the project.
5. Provide a concept level layout of proposed marine facility(s) and uplands facilities and identify what concept the facility(s) includes as identified in the Preferred Outcome.
6. Provide proposed submerged and upland lease rates and/or purchase prices offers.
7. Provide a concept level operations plan for the facility(s). Describe the estimated number of employees and how operation would benefit the Sitka and Southeast marine industry.

**Submit six (6) copies of the completed Proposal in a sealed, secure-type envelope marked as follows:**

**SAWMILL COVE INDUSTRIAL PARK**  
**Fund, Design, Construction and Operation of a marine haul out, shipyard, or other related marine industry.**

**PROPOSAL DATED: \_\_\_\_\_, 20\_\_**

The Proposals shall be addressed to:

Municipal Clerk  
City & Borough of Sitka  
Office of the Municipal Clerk  
City and Borough of Sitka  
100 Lincoln Street; Sitka, Alaska 99835

**Proposals shall be received at the office of the City Clerk until 2:00 PM, September 10, 2009.**

#### **VI. Evaluation Criteria and Selection Process**

A selection committee consisting of the Sawmill Cove Board of Directors and the City and Borough of Sitka Public Works Department will evaluate the proposals and make a recommendation to the City and Borough of Sitka Assembly.

The committee will use the following criteria in deriving a numerical score for each proposal:

- a. Qualifications, Financial Ability & Experience of the Developer(s) and the Design Engineer. From the proposal and from your own knowledge of this firm, give from 1 to 20 points with the best score as 20.
- b. Concept Plan. Does the concept plan express and understanding of the Request for Proposals? Does the plan accommodate other users of the marine facilities? Does the plan accommodate other uses of the Sawmill Cove waterfront and uplands? Does the plan

provide jobs to the community? How many? Does the plan support the marine industry? Score from 1 to 20 points.

c. Rates & Fees Bid. Does the proposal define what size of land and at what rate the Developer(s) is willing to lease both submerged and uplands or purchase uplands? What is the offered rate? Does it define a fee for the use of marine facility? Score from 1 to 20 points with higher lease rates or purchase price receiving a higher score.

d. Operations Plan. Does the proposal provide for adequate management and maintenance of the facilities? Will other users of the marine facilities be accommodated? Score from 1 to 20 points.

e. Confidence in Developer(s). This is a judgement call based upon the subjective experience of the evaluator. Score from 1 to 5 points.

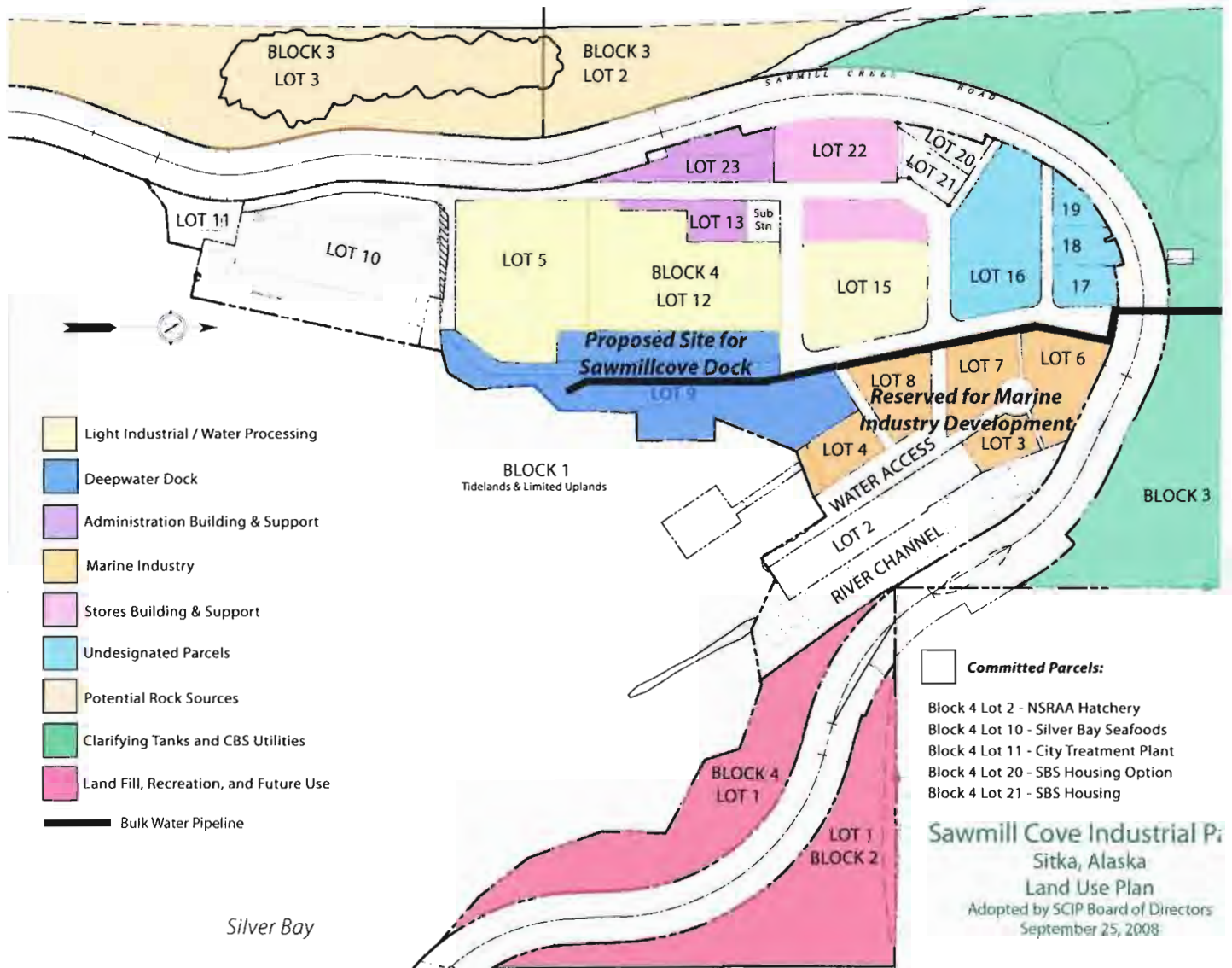
f. Ability to Meet Project Schedule. Should the proposal clearly reflect that the Developer(s) could meet the design, permitting and construction schedule identified in this request for proposals; the firm shall be awarded 20 points. Otherwise, the firm shall be awarded less than 20 points.

TOTAL POSSIBLE POINTS = 105

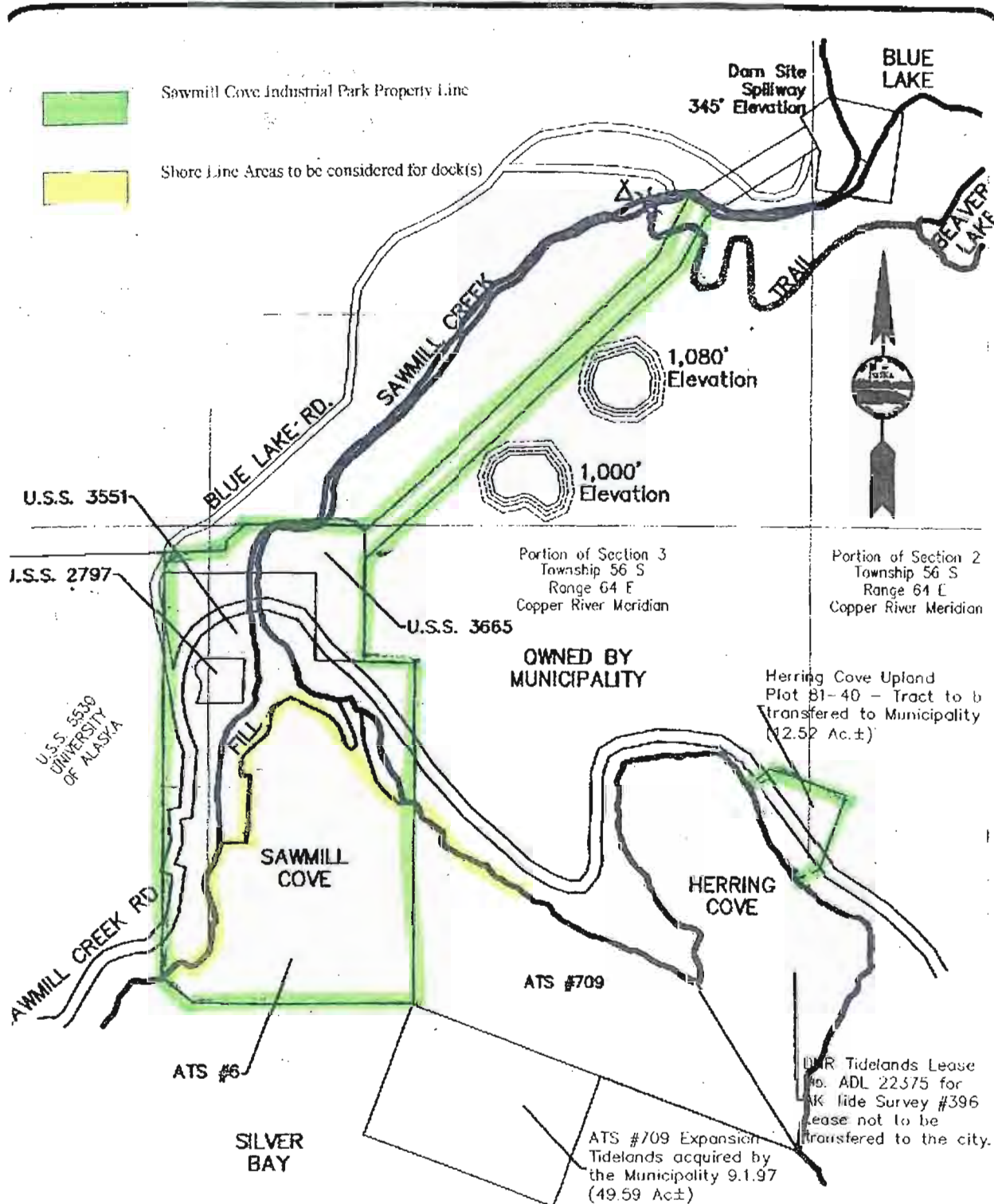
## VII. SCHEDULE

### SAWMILL COVE INDUSTRIAL PARK MARINE HAUL OUT, SHIPYARD, OR OTHER RELATED MARINE INDUSTRY(S)

- Proposals due 2:00 PM Date: 09/10/09
- Sawmill Cove Board Selection Oct. 2009
- Assembly Approval of Development Agreement Nov. 2009
- Site Evaluation complete
- Preliminary design
- Permits complete
- Completion of construction documents
- Construction Start
- Operational Goal 03/01/2012



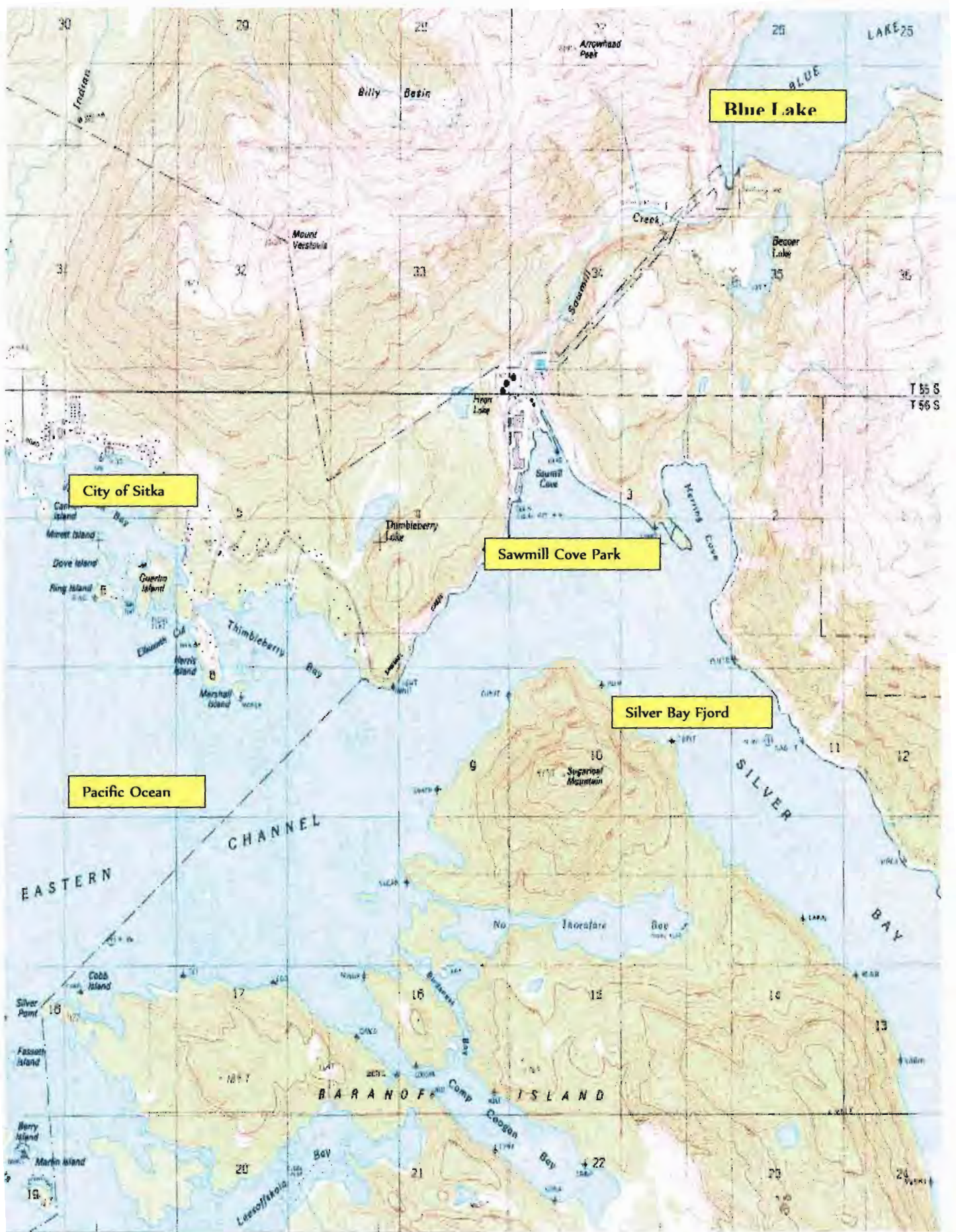
Block	Lot	Square Feet	Acres
4	3	17,150	0.39
	4	26,031	0.60
	5	130,680	3.00
	6	41,028	0.94
	7	32,879	0.75
	8	32,362	0.74
	15	113,369	2.60
	16	86,626	1.99
	17	16,997	0.39




**City and Borough of Sitka**  
 PLANNING DEPARTMENT  
 100 LINCOLN STREET • SITKA, ALASKA 99835  
 TEL (907) 747-1814 FAX (907) 747-6135

**FIGURE 2**  
**SAWMILL COVE**  
**AREA DRAWING**

DATE: <b>1/12/04</b>	SCALE: <b>N.T.S.</b>
CHECKED: <b>[Signature]</b>	DRAWN: <b>[Signature]</b>
DRAWING NAME: <b>AREA.DWG</b>	
SHEET NO. <b>1</b> / <b>1</b>	



# **Tenant Management & Operational Requirements at the Sawmill Cove Industrial Park Sitka, Alaska**

This industrial park offers access to a deepwater marine port, a large supply of energy and pure fresh water, and a lovely scenic setting. The Park includes uplands and acres of tidelands. Several buildings sitting on the uplands testify to the Park's former role as a pulp mill. The City and Borough of Sitka owns and manages this Park, runs a long-term environmental program in the adjoining bay, and requires lessees to follow certain rules.

The rules are set out in full in two documents that memorialize agreements with the State of Alaska under which the City and Borough manages the Park. The agreements are the Memorandum of Understanding's Management Plan and the Prospective Purchaser Agreement. A key purpose of these agreements is to insulate Park tenants from any liability for past uses of the uplands and tidelands. Tenants who follow these rules cannot be held responsible for any cleanup costs from historical uses. Both of those documents are free for the asking from the City and Borough, and both are automatically provided before any tenant leases property at the Park. Both are automatically incorporated into any lease the City and Borough makes with a tenant at the Park.

The following is a summary of these rules for environmental management, navigation, moorage, and dredging. Reading this summary is a useful aid for understanding the Memorandum of Understanding's Management Plan and the Prospective Purchaser Agreement, but is not a substitute for reviewing those documents. (References to those documents appear in parentheses.)

## **Summary of Management Requirements**

### **Environmental Management**

1. The upland portion of the Park can be used for commercial or industrial purposes. (Management Plan, Sec. I.A.)
2. Unless the State of Alaska grants specific approval, the upland portion cannot be used for residential development or any purpose requiring residency by humans around the clock. This restriction on the uplands may last until July 11, 2097. (Management Plan, Sec. I.A.) (This requirement was amended 03/30/05 by the Alaska Department of Environmental Conservation to allow residential use and development. Please see attached Amendment.)
3. Part-time residency on board moored vessels is allowed on a short-term basis. (Management Plan, Sec. I.A.1.b.)
4. The State of Alaska has agreed not to take action against those who lease from the City and Borough for any claim for releases of pre-existing contamination at the park as long as the tenant does not aggravate any pre-existing contamination. This protection does not extend automatically to sub-lessees, who may individually obtain it if they get written approval from the State of Alaska's Department of Environmental Conservation. (Prospective Purchaser Agreement, Secs. VI-VII..)
5. If a tenant or contractor encounters contaminated soils or other media that require special

handling, work will cease and the person or entity will immediately contact the City and Borough's Director of Public Works. (Management Plan, Sec. I.C.1.)

6. Properly treated stormwater and relatively clean industrial water may be permitted to be discharged near the Utility Dock. Treated sewage and existing volumes of properly treated stormwater may be permitted to be discharged from an outfall near the Pulp Dock (Outfall 001). Other proposed discharges into impaired areas of Sawmill Cove will likely involve a detailed review of source control, additional treatment, and monitoring so that the discharge will not (a) resuspend contaminated sediments or (b) discharge pollutants that will set back the natural recovery process in impaired areas of Sawmill Cove. (Management Plan, Sec. IV.C; and Prospective Purchaser Agreement; Sec. X, Sec. 7.)
7. Tenants are responsible for securing their own discharge permits and for monitoring and properly reporting their own discharges. Tenants shall be responsible for obtaining all necessary permits and approvals for its activities unless otherwise agreed by the City and Borough. Not less than ten (10) days in advance of applying for permits to agencies other than the City and Borough (or such other time as agreed by the Director of Public Works), the tenant shall provide copies of all permit applications and associated plans and specifications to the Director of Public Works to facilitate review by City and Borough departments for consistency with the Management Plan and other plans for and uses of Sawmill Cove Industrial Park. The City and Borough is not obligated to comment on permit applications and plans, and the result of any City and Borough review does not affect the tenant's obligation to comply with the Management Plan and other applicable laws. Tenants are required to provide to the City and Borough of Sitka copies of permit correspondence and reports.
8. Tenants are required to participate in joint use agreements for common use of stormwater, industrial wastewater, sanitary wastewater, potable water, raw water, and outfall systems. The tenant shall connect or otherwise discharge to such utility lines as are approved by the Director of Public Works, and shall obtain any permits and comply with any conditions specified by the Director of Public Works for such connections.
9. The Alaska Department of Environmental Conservation can access parcels in the Park to monitor compliance with the agreements. The Department's staff and each tenant agree to use reasonable efforts to minimize any interference with each other's activities. (Prospective Purchaser Agreement, Sec. XII.)

### **Navigation, Moorage, and Dredging**

1. Dredging, expansion of moorage, and in-water construction are allowed within the area of Sawmill Cove known as "the Area of Concern" if best management practices are employed. Dredging inside the Area of Concern must occur within a specific navigational corridor. Dredging outside the Area of Concern is subject to normal permitting processes. Prospective tenants are advised that certain areas outside the Area of Concern are classified as impaired water bodies and that special permitting and construction techniques may apply. (Management Plan, Sec. III.A-C and Ex. 2; Prospective Purchaser Agreement, Sec. X.4.)
2. Dredging, expansion of moorage, and in-water construction are not allowed within an area inside the Area of Concern known as "the No Disturbance Zone" except for maintenance of existing facilities. (Management Plan, Sec. III.D and Ex. 2.)





# MEMORANDUM OF UNDERSTANDING

Between the State of Alaska and the City and Borough of Sitka



## Management Plan for Sawmill Cove Property (Former APC Property)

This memorandum of understanding (MOU) "Management Plan" is made between the State of Alaska (State) and the City and Borough of Sitka (CBS) to set forth measures for implementing recorded institutional controls and other long-term responsibilities for management of the former Alaska Pulp Corporation property (Property, Exhibit 1) on Silver Bay, Sitka, Alaska.

This Management Plan describes how CBS and the State will work together to implement the recorded institutional controls and site management activities for: (1) the uplands area and future land uses on the Property; (2) landfills; (3) navigation and dredging; (4) outfalls and water quality; and (5) the long term monitoring plan for natural recovery and protectiveness of the remedy.

### INTRODUCTION

From approximately 1995-1999, the State has intensively studied the environmental conditions of the Property and the larger areas affected by the operation of the former APC pulp mill (the Upland and Bay Operable Unit study areas) in consultation with the Sitka Tribe of Alaska, other agencies, and the public. This Management Plan specifies the work to be performed under a prospective purchaser agreement between the State and CBS for the former APC pulp mill property and is Attachment 3 to the agreement. The PPA limits CBS liability for existing contamination associated with the Property in exchange for this work. DEC will not require CBS to do any restoration or remediation work on the Property outside of what is required in this Agreement and in DEC's Record of Decision.

This Management Plan implements the Record of Decision (ROD) of the Alaska Department of Environmental Conservation (DEC) for the upland and bay operable unit study areas, the remedy set forth in the ROD for the Area of Concern (AOC, Exhibit 2) in the bay, including responsibility for long term monitoring. This Management Plan also defines coordination between institutional controls and the waterbody recovery plan being developed for Silver Bay.

#### I. UPLAND & LAND USE

##### A. Deed restrictions and notices.

1. Deed restrictions or notices have been placed on the entire Property, as described in Exhibit 3. These deed restrictions maintain the following limitations on future use, except as may be modified under the terms of the restriction or notation. This section further clarifies the terms of the deed restriction in order to ensure consistent interpretation and implementation of the restriction and to provide certainty to potential future users and the public.

a. Property use. The Property can be used for commercial/industrial (i.e., non-residential) purposes. The Property cannot be used for human habitation, schooling of children, hospital care, childcare, or any purpose necessitating round-the-clock residency by

humans. The State of Alaska, Department of Law has the authority to remove this restriction if contaminant levels meet residential cleanup standards established by DEC.

- b. Related uses. Typical uses that are allowed under this restriction include the following: (1) public facilities (e.g., roads, other infrastructure, offices); (2) short-term, part-time residency on board moored vessels; (3) recreational uses in Silver Bay; (4) educational, health care, or similar uses where there is no on-site residency or where use by minors occurs indoors (e.g., out patient or emergency care, vocational training, professional offices).
- c. Duration. The uplands restrictions exist until July 11, 2097 or until DEC determines that dioxin/furan concentrations are low enough for residential use to be an acceptable risk. The deed notations associated with the landfills remain in effect permanently. The deed notice establishing the No Disturbance Zone will remain in effect until July 1, 2040 or until DEC determines that a NDZ is no longer necessary to protect human health, welfare or the environment.
- d. Modification. Of its own accord or if requested by CBS, DEC will review information showing that the deed restrictions may be modified or lifted.

B. Completion of petroleum contaminated soil cleanup.

- 1. CBS will complete treatment of petroleum contaminated soils in accordance with 18AAC 75. The CBS project manager will be the Environmental Superintendent or designee, who will provide a final written report to DEC within 30 days of completion of the work.
- 2. Recognizing the limited construction season in Sitka, DEC will review and respond to CBS as soon as possible after receipt of CBS's request for a completion letter, including conducting any on-site inspection if needed. DEC will provide CBS with a letter confirming completion of the work upon DEC's verification that the work has been satisfactorily completed.

C. Future construction activities and management of soils or other media.

- 1. Reporting. If contaminated soils or other media that require special handling are encountered during construction activities, CBS or its tenants or contractors working on the Property will promptly notify the CBS Public Works Director. In addition, if contaminated soil or hazardous substances are encountered, CBS will notify DEC. These obligations exist, in addition to all other notifications required by law. The Public Works Director or designee, who may be a qualified contractor, shall serve as the project manager for managing the material or taking any remedial actions.
- 2. Site management. The Public Works Director or designee will require the testing and proper treatment or disposal in accordance with applicable law and DEC regulations or guidance on the management of contaminated soils or other contaminated media. The Public Works Director or designee will promptly report the actions to be taken to DEC as required by applicable law.
- 3. DEC approvals. DEC will process any approvals necessary for addressing existing contamination as part of the implementation of the ROD and its institutional controls under applicable regulations and not as enforcement actions.

## II. LANDFILLS AND POST CLOSURE MONITORING AND CORRECTIVE ACTION PLAN

There are two landfills on the Property previously owned by APC. The first is at Herring Cove. The Herring Cove Landfill has reached the end of its post-closure monitoring period. A final inspection and report will be prepared by APC. It is the responsibility of APC to take whatever actions are necessary to gain DEC approval for the termination of the post closure period. CBS will not be obligated to conduct monitoring or other activities at the Herring Cove Landfill unless new information about the site becomes available to indicate the landfill is causing pollution or the landfill displays signs of structural failure. CBS will be responsible to complete or pay for future corrective action or monitoring if any is necessary at the Herring Cove Landfill. The remainder of this section refers to the second landfill, which is located adjacent to Sawmill Creek and is known as the APC Industrial Waste Disposal Site.

- A. Timing and responsibility for post-closure activities for the landfill. At such time as DEC approves the post-closure improvements by APC, CBS will assume responsibility for maintaining the landfill in perpetuity. This responsibility includes: (1) performing the post-closure long term monitoring plan below, and (2) repairing and maintaining the general industrial waste landfill cap, diversion ditches and subsidence monitoring controls in a manner that meets the performance standards specified below. DEC's approval of final as-builts of the improvements in the 1999 Site Improvements Completion Report will replace the current list of recommended improvements attached as Exhibit 4.
- B. Long term inspection monitoring and corrective action program for the general industrial waste landfill. CBS will inspect and monitor the landfill according to the following schedule up to December 31, 2022, subject to periodic evaluation of the monitoring program in paragraph B.6. The monitoring program outlined in this document is considered detection level monitoring. If problems are discovered, assessment level monitoring to evaluate the problems will be implemented by CBS to DEC's satisfaction, and alternative corrective action plans will be proposed by CBS for DEC's approval. CBS is responsible to complete or pay for corrective action deemed necessary by DEC at the landfill. The CBS project manager will be the Environmental Superintendent or designee.
  1. Visual inspections.
    - a. CBS will conduct visual inspections four times in the first year, two times in the second year when sampling surface water, then annually or as otherwise required by the long term inspection and monitoring program. The annual site inspections will be conducted during typical wet-weather conditions to provide a reasonable basis for evaluating water drainage structures and potential leachate seepages.
    - b. Each visual landfill inspection will identify and characterize all active leachate seepage locations along the toe of the landfill embankment.
    - c. Exhibit 5 contains the visual inspection forms to be used in carrying out and describing the inspection results for each of the four areas within the landfill.
    - d. Each inspection report will also include a brief narrative summary that will:
      - (1) characterize the overall landfill conditions and results of that inspection;
      - (2) briefly describe the weather conditions over the last few weeks, and water runoff conditions at

the time of inspection; (3) compare previous annual inspection reports; and (4) characterize the overall integrity of the site.

2. Monuments.

- a. As part of the post-closure improvements, APC is responsible for installing a minimum of three (3) survey monuments at locations approved by DEC, and for establishing the initial location coordinates for each monument.
- b. CBS will re-survey the locations of each survey monument annually, or as otherwise required by this long term inspection and monitoring program. The results will be reported to DEC, with a comparison to the original monument locations and the previous year's results. Maintenance of survey monuments and corrective action based on monument surveys is addressed in paragraph II.C.

3. Leachate monitoring. DEC and APC's consultant predict there will be three seeps after the corrective action and that two of the seeps can be combined into a single sampling station for a total of two sampling stations. DEC reserves the right to modify the number of sampling stations and number of samples required if after the corrective action these predictions prove to be inaccurate.

- a. At the three currently active leachate seepage locations that exist, up to two sampling sites will be identified and developed such that representative samples may be obtained.
- b. Samples shall be obtained from up to two sampling stations two times during the first two years and annually thereafter. During the first two years one sample shall be taken in autumn and the other in spring or summer such that high-flow and low-flow of the seeps are both represented.
- c. Flow rates will be estimated and the seepage stream at each sampling site will be sampled independently for all field determined parameters.
- d. If wells are installed by APC, CBS will measure water levels. If required water samples cannot be collected at the seep because the seeps are dry, well sampling points may be substituted if DEC determines that the sampling will provide information necessary to assess the impacts of leachate on surface water.
- e. The initial sampling parameters and analytical methods to be evaluated and reported to DEC are shown on Table 1 in Exhibit 6 and will be updated based on sampling results, as described in paragraph II.B.6.
- f. The sampling analysis methods, except for the mercury testing, shall be those as determined by test methods that are compatible with those defined in the Alaska Water Quality Standards 18 AAC 70.020(b).

4. Earthquake Monitoring.

- a. For purposes of this section, earthquake intensity is measured by the modified Mercalli intensity scale of 1931 as amended for this plan. That scale describes:

- a level VI Earthquake as: felt by all, many frightened and run outdoors. Some heavy furniture moved; a few instances of fallen plaster or damaged chimneys. Damage slight. Earthquake is reported in Sitka by local newspaper, radio or other public media.
- a level VIII Earthquake as: damage slight in specially designed structures; considerable in ordinary substantial buildings, with partial collapse; great in poorly built structures. Panel walls thrown out of frame structures. Fall of chimney, factory stacks, columns, monuments, and walls. Heavy furniture overturned. Sand and mud ejected in small amounts. Changes in well water. Persons driving motor cars disturbed. Earthquake is reported in Sitka by local newspaper, radio or other public media.

- b. Within 60 days after any earthquake in Sitka of Level VI intensity or greater, CBS will: conduct a visual inspection of the landfill, and if there are visible cracks, CBS will re-survey the locations of survey monuments and will report findings as described elsewhere in this Plan. The obligations of this paragraph continue even if the survey frequency has been reduced under paragraph II.B.6.a.
- c. If an earthquake of Level VIII or greater intensity occurs in Sitka and all survey monuments remain within one foot of their original locations, the DEC will discontinue the requirement to survey the monuments.

5. Reporting.

- a. Each visual inspection summary will be transmitted to DEC within 60 days after each inspection, along with completed visual inspection forms and any water quality sampling results.
- b. After each survey of the monuments along the landfill embankment a report will be transmitted to DEC within 45 days of the survey.

6. Periodic evaluation. For any or all areas of the landfill DEC will reevaluate the long term inspection and monitoring program from time to time at the request of CBS based upon monitoring data to determine if the frequency of monitoring/inspections may be reduced or eliminated. The available data will be reviewed, including monument surveys, visual inspection reports, and leachate monitoring results.

- a. If, after the first five years of monitoring, the horizontal movement of survey monuments toward Sawmill Creek tidelands is less than one foot from their original location, the survey frequency will be reduced to every five years. Horizontal movement shall be measured from an imaginary vertical line passing through the center of the monument when it was constructed.
- b. Upon request of CBS, or after 10 years, DEC will re-evaluate the leachate monitoring plan based on data received. The decision to continue, reduce, or discontinue leachate monitoring will be based on whether this sampling information indicates that leachate is having or is likely to have adverse impacts on surface waters. If sampling is reduced or eliminated, DEC may require that monitoring recommence if problems are subsequently identified.

- C. Maintenance. CBS will perform maintenance if necessary to maintain the conditions documented in the 1999 Site Improvements Completion Report (as finally approved by DEC), Exhibit 4, after APC has completed the corrective action described in Exhibit 4.
1. Disturbance of survey monuments. Maintenance activities should not disturb the survey monuments. If a survey monument is disturbed it must be replaced as close as possible to the original location and resurveyed. If survey monument horizontal movement had previously been detected, future horizontal movement of the replaced monument must be added to the original horizontal distance for comparison set forth in paragraph II.C.2.
  2. Corrective action based upon survey monument movement. If, at any time, the horizontal movement of any of the survey monuments toward Sawmill Creek tidelands is more than one foot from the original location, CBS will immediately evaluate the potential causes for the movement. CBS will transmit the evaluation results and a proposed corrective action plan to DEC within 60 days of the survey. Upon approval by DEC, CBS will carry out the corrective action plan and provide DEC with a report of the completed activities within 30 days of completion.
  3. Maintenance standards. The standards set forth below shall be the standards and conditions on which any future maintenance shall be based, unless the parties mutually agree that a less intensive level of maintenance is protective.
    - a. The drainage improvements are permanent and have succeeded in substantially reducing upslope surface water infiltration.
    - b. The leachate seepages have been reduced to minimal levels.
    - c. A healthy grass/vegetative cover has been established across the top surface of the site.
    - d. No significant cracks have opened up, and no unstable areas are observed anywhere along the site's outside embankments, similar to the conditions that required the post-closure improvements.
    - e. There are no areas of erosion that are likely to affect the integrity of the site.
- D. Close-out. At the termination of the long term inspection and monitoring program, CBS will submit a final report for approval by DEC. If the report is approved the post closure period will terminate and no further monitoring will be required.

### III. NAVIGATION AND DREDGING

- A. Navigational dredging. – Navigational dredging on the west side of Sawmill Cove in the AOC can occur only in a navigational corridor (see Exhibit 2). Navigational dredging outside of the AOC (see Exhibit 2) is likewise consistent with waterbody recovery goals, subject to the normal permitting process. Navigational dredging within the AOC does not include blasting of the outcrop of native rocky material in front of the former pulp dock that follows the depth contours to the southeast. Maintenance dredging is anticipated to occur in approximately 10-year intervals, but could vary depending on sedimentation rates. Dredging actions that occur outside of the Navigation Corridor will be limited in scope and ancillary to in-water construction.

- B. Dock use and future expansion. – DEC has determined that: (1) the existing docks (alignment) can be used as is without any further regulatory action subject only to recorded deed restrictions and notices and (2) berthage and dock expansion alternatives identified in the Decision Framework for Managing Navigation in Sawmill Cove (Exhibit 7) are consistent with the proposed remedy and may be implemented through normal permit processes. Other berthing options are not necessarily precluded, but if proposed, they would have to be evaluated in the future for consistency with the proposed remedy.
- C. In-water construction. – In-water construction in the AOC will be allowed with appropriate precautions incorporated through the permit process. In-water construction in the AOC, including pilings, dolphins, docks, moorage and navigation aids, will employ best professional judgment to specify best management practices (BMPs) to minimize disturbance or resuspension of sediments. An example of an appropriate BMP for drilling, socketing and anchoring piling in bedrock is to remove overlying sediment (if a thin layer exists) or to employ and then clean out a casing used in conjunction with the drill bit (if a thick layer exists).
- D. No Disturbance Zone.
1. A No Disturbance Zone (NDZ) has been established within the AOC (see Exhibit 2). The purposes of the NDZ are to minimize resuspension of pulp residue and to ensure that no activity occurs that may compromise the ability of the area to achieve the natural recovery ecological management goals within the stated time frame. The NDZ encompasses approximately 5-6 acres of tidal and submerged lands that are covered with pulp residue extending to the southwest immediately offshore of outfall 001.
  2. Dredging, expansion of moorage and in-water construction are prohibited in the No Disturbance Zone, except for the following activities: (1) CBS may repair, maintain, or remove existing facilities using best management practices as provided in paragraph III.C and approved by DEC prior to the work; (2) CBS will place and maintain a new navigational marker(s) as provided in paragraph III.E.1; (3) vessels may traverse this zone as provided in paragraph III.E.; and (4.) existing stormwater and treated sanitary discharge from outfall 001 may continue, as provided in paragraph IV.C.
- E. Vessel management.
1. CBS will place a navigational boundary marker or other navigational aid at the –50 ft MLLW contour of the No Disturbance Zone (Exhibit 2), as determined in consultation with DEC and the US Coast Guard (and which might be located on an existing dolphin). Approaching or departing ships shall not pass over the NDZ shoreward of the line between the seaward corner of the dock and the navigational boundary marker.
  2. CBS recognizes and accepts that vessels are not permitted to drop anchor in the Area of Concern. “Anchoring” means dropping anchor, not securing to a buoy or fixed structure. CBS will include a provision in any Port Authority Development Plan that includes the Property, and in any leases or other conveyance of navigational rights in the Property, that:
    - a. Vessels are not allowed to anchor in the AOC; and

- b. To the extent that it is safe and practicable, the following standard operating procedures will be followed by personnel maneuvering approaching or departing vessels in the vicinity of the NDZ:
  - i. Approach the dock at as high an angle as possible.
  - ii. Minimize the use of the main propulsion system, thrusters, and tugs when over or near the NDZ or buffer zone.
  - iii. Use as low a “bell” (such as “dead slow” or the slowest reasonable revolutions per minute ordered) when berthing.

3. DEC will request NOAA or other agencies as appropriate to show the AOC as a “no anchor” zone on navigational charts of Silver Bay and Sawmill Cove. CBS will request this designation be removed at such time as DEC has determined that sufficient natural recovery has occurred.
4. The existing mooring buoy in the south end of Sawmill Cove may be used or reconstructed for future use by larger vessels. Vessels may traverse the AOC and may be moored in the AOC on single point moorage, as long as they comply with the above restrictions.
5. Any other mooring buoys and navigation aids may be used and reconstructed. New single point mooring buoys and navigation aids may be established in the AOC so long as they are outside the No Disturbance Zone (other than the navigation aid in the NDZ under paragraph III.E.1).

#### IV. OUTFALLS & WATER QUALITY

- A. Waterbody Recovery Planning. DEC will not require CBS to do any restoration or remediation work in the Area of Concern outside of what is required in this agreement and DEC’s Record of Decision. Any additional controls required of CBS or its tenants in the waterbody recovery plan will be implemented through the normal permitting process and will be consistent with CBS use of the Property, as provided in this agreement.
- B. Location in the AOC. With the exception of relatively clean industrial water from between the utility and former pulp docks, the AOC is presumed not to be suitable for wastewater outfalls for the foreseeable future (e.g, 20+ year timeframe).
- C. Stormwater and existing outfalls in the AOC. DEC has determined that existing permitted discharges and new outfalls for stormwater in the AOC are consistent with the proposed remedy and waterbody recovery plan under development, subject to the normal permitting process. Therefore, existing stormwater and treated sanitary discharges from outfall 001 may continue. As may be required when permit applications are submitted, DEC may permit the use of standard modeling to confirm that proposed discharges and activities will not resuspend contaminated sediments in the AOC or discharge pollutants that will set back the natural recovery process.
- D. Other outfalls and discharges. Any other outfalls or discharges within the boundary of an impaired waterbody established under state or federal law, as the boundary may be defined at the time of the proposed discharge, are not necessarily precluded. If proposed, however, they will need to be evaluated in the permit process for consistency with the proposed remedy and waterbody recovery plan to be certain they would not: (1) resuspend contaminated sediments, or (2) set back the natural recovery process in either the AOC or the other impaired areas in Sawmill Cove.

- E. Disclosure to future users. Additional inputs of toxic and deleterious substances and residue in portions of Silver Bay considered to be impaired waterbodies will be limited. Where appropriate, CBS will seek to inform prospective users that review of proposed discharges within any impaired waterbody boundary will likely involve a more detailed review by permitting agencies of source control, additional treatment, and the potential for additional monitoring costs to confirm performance.
- F. Construction of new outfalls. No new outfalls may be constructed in the No Disturbance Zone (see Exhibit 2). In-water construction within or adjacent to the AOC will incorporate appropriate BMPs through the permit process if determined to be necessary. Should CBS want to extend the primary wastewater discharge point from outfall 001, under permit, toward or into the vicinity of Bucko Point, DEC will not oppose such extension and will support CBS efforts to secure grants or other funding to finance the extension.

V. LONG TERM MONITORING FOR NATURAL RECOVERY AND PROTECTIVENESS OF THE REMEDY

- A. The long term monitoring program for evaluating natural recovery and protectiveness of the remedy, and ultimate contaminated sites file closure has two main components: (1) the long term monitoring program; and (2) the monitoring methods/plans (e.g., sampling and analysis methods) that specify the detailed field monitoring protocols to implement the program (which will be included as Exhibit 8 when approved by DEC. It is DEC's expectation that APC will complete the monitoring methods/plans by June 1999.)
- B. Responsibility for long term monitoring. CBS will implement the long term monitoring program and monitoring methods/plans set forth in Exhibit 8. The Year 1 baseline monitoring will occur in 1999 or 2000 at the latest. The State and CBS agree that the management approach and decision framework set forth in the long term monitoring program, and the results of monitoring events, will guide all future decisions regarding monitoring and natural recovery of the AOC.
- C. Project manager. The Environmental Superintendent or designee shall be the project manager for CBS and the Contaminated Sites Remediation Program Manager shall be the project manager for DEC.
- D. Coordination with waterbody recovery plan.
  - 1. DEC and CBS intend to cooperatively develop a component of the long term monitoring program that will complement a waterbody recovery plan for the impaired waterbody that includes Sawmill Cove. Any components that are cooperatively developed and included in the monitoring program under this paragraph will be considered voluntary, not part of the required long term monitoring of the AOC. Voluntary components may be funded differently than the required monitoring.
  - 2. Planning and implementation. DEC and CBS intend to cooperate in development and review of the waterbody recovery plan for Silver Bay. DEC plans to work together with CBS, the Sitka Tribe of Alaska, and other interested public to identify grant funding opportunities for water quality and habitat improvements in Silver Bay, including Herring and Sawmill Coves.

3. Program Manager. For waterbody recovery planning, the Environmental Superintendent or designee shall be the project manager for CBS and the Water Quality Program Manager shall be the project manager for DEC.

## VI. MISCELLANEOUS PROVISIONS

A. Permits. Nothing in this Management Plan exempts a specific site use or redevelopment activity from obtaining any permits required by law.

B. Usage. Terms used in the Management Plan shall have the following meaning or usage, unless otherwise provided in the plan:

1. “Any” means “if any.”
  2. “Applicable law” means the law in effect at the time the management activity is undertaken (not at the time the MOU is executed).
  3. “Days” means calendar days, including weekends and holidays.
  4. “Depths” are relative to MLLW.
  5. “Designee” means any person or contractor authorized by the responsible official identified in the management plan or its exhibits.
  6. “Including” means including but not limited to.
  7. “Public review” means a combined, joint review process and period by the State and CBS. At a minimum, public notice will be provided by CBS and documents will be available at City Hall in Sitka. Where action is required on a management action by the CBS Assembly, notice and opportunity to comment means the notice and time period that CBS would otherwise provide to the public prior to action by the Assembly. This process shall not alter any required notice and comment periods for DEC permitting actions under state law.
- C. Any schedule in this Management Plan may be modified (shortened or extended) by mutual agreement. Such agreement can be documented by letter or electronically without the need to amend this agreement
- D. Exhibits may be updated or revised and substituted for the attached exhibits with mutual consent and written confirmation by both parties and without the need to amend the Management Plan.

### List of Exhibits

Exhibit 1 – Description of “the Property”

Exhibit 2 – Description of the Area of Concern (AOC) and the Navigational Corridor, the No Disturbance Zone (NDZ), and the Buffer Zone within the AOC

Exhibit 3 – List of deed notices/restrictions

Exhibit 4 – 11/24/98 Inspection Report & Post-closure Completion Recommendations – APC – Sitka Solid Waste Disposal Facility (T. Hanna), G. Miller letter dated 2/23/99 and T. Hanna letter  
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**Alaska Department of Environmental Conservation  
Contaminated Sites Program**

**Amendment to the April 1999 Record of Decision  
Alaska Pulp Corporation  
March 30, 2005**

**Background**

At the request of the Alaska Department of Environmental Conservation (DEC), Alaska Pulp Corporation, (APC), through restrictive covenants, created equitable servitudes running appurtenant to all land within U.S. Survey 2797 and Alaska Tidelands Patent No. 20, as described by Alaska Tideland Survey No. 6. The restrictive covenants were recorded at Book 126, Pages 713 – 716, Sitka Recording District on September 4, 1997. The equitable servitudes prohibited certain uses on the property as follows:

The property shall not, at any time, be used, in whole or in part, for human habitation, schooling of children, hospital care, child care or any purpose necessitating around-the-clock residency by humans unless said property is first investigated for the presence of dioxins/furans and any such dioxins/furans are reduced to a concentration, or determined to be present at a concentration, which is at or below a site-specific, risk based, cleanup level established by ADEC, based upon actual or reasonably foreseeable exposure pathways for children.

In April 1999, DEC issued a Record of Decision (ROD) that summarized the history of the site and documented the environmental status of the site based on cleanup actions and institutional controls. The ownership of the former mill site property was then conveyed from APC to the City and Borough of Sitka (CBS).

A management plan (Management Plan for the Sawmill Cove Property) was drafted that incorporated the terms and conditions of the ROD and specified any cleanup work to be performed under a prospective purchaser agreement (PPA) between the State and CBS for the Property. The PPA limited CBS liability for existing contamination at the site in exchange for the cleanup work that was identified in the Management Plan and DEC's Record of Decision. The plan was signed by the DEC Commissioner (Michelle Brown) and the mayor of Sitka on April 28, 1999.

The CBS currently operates the site as the Sawmill Cove Industrial Park. In order to increase future development options (including housing for seasonal seafood industry workers), CBS hired an environmental consulting firm in late 2004 to review the 1999 human health risk assessment and determine if a residential use scenario could occur without posing human health risks. The 1999 Foster Wheeler assessment evaluated risk considering potential exposure across the entire site, but the more conservative residential exposure assumptions were not used. This resulted in the commercial/industrial land use restrictions commensurate with the site's use and borough zoning requirements.

The CBS consultant evaluated possible risk scenarios in 2004 based on length of residency and whether the occupants were adults or children. It was determined that future residents at the former mill site (either year-round or part of the year) would not be at risk from hazardous substance contamination at levels determined acceptable by DEC. Based on this analysis, DEC determined that chemicals of potential concern, including dioxins/furans, were not present on the property in concentrations exceeding DEC site-specific, risk based residential cleanup levels. For dioxins and furans combined, the site-specific residential cleanup level is  $8 \times 10^{-6}$  milligrams per kilogram (parts per million) using the toxic equivalent quotient methodology.

#### **Public Comment Responsiveness Summary**

In mid-February 2004, a 14-day public notice was issued in the Sitka Sentinel regarding the proposed modification to the commercial/industrial land use restriction. One verbal comment was received regarding alleged use of preservatives on the pulp rolls following manufacture. According to the commentor, chemicals were sprayed onto the pulp rolls in and around the vicinity of the warehouses, which are still standing. The commentor was concerned that residual chemicals could pose human health risk.

Response: The follow-up research indicated that small quantities of a chemical fluffing agent were added at the request of customers to certain grades of rayon pulp for use in high absorbent linings of personal hygiene products. The fluffing agent was added to the final sheets at the end of the manufacturing process at the pulp cutter adjacent to the roll storage. After adding the chemicals, bales were formed, wrapped in heavy paper, stacked and placed on pallets. From there they were taken into the warehouse area for storage prior to loading onto ships. The chemical fluffing agent did not come into contact with the concrete warehouse floors and it was concluded that human health risks from residual chemicals do not exist.

#### **Amended Decision**

DEC has evaluated the new information provided in the 2004 risk assessment regarding unrestricted land at this property. The proposed residential land use designation is the least restrictive use as it relates to contaminated site management but it has been determined that site specific conditions at the Property allow residential use and development of the property without posing an unacceptable health risk. This includes: human habitation; schools; health care facilities; and other uses that may be compatible with the management plan for this Property.

Based on the information provided to date, DEC approves of the change in land use restrictions at the Sawmill Cove Property from commercial/industrial to residential use. The contaminant levels do not pose an unacceptable health risk to human habitation at this property and the equitable servitude previously attached to the property should be rescinded. All other terms and conditions of the original Record of Decision shall remain in effect.

The rescission, applicable to U.S. Survey No. 2797 and Alaska Tidelands Patent No. 20, as described by Alaska Tideland Survey No. 6, will be recorded at the Sitka Recorders Office.

**Table 22.16.015-6  
Retail and Business Uses**

ZONES	Sawmill Cove Industrial Park
<b>RETAIL USES</b>	
• Building, hardware and garden materials	P
• Bulk forest products sales	P
• Retail forest products sales	C
• Art galleries and sales of art	
• Department and variety stores	
• Food stores	C
• Agricultural product sales	P
• Motor vehicle and boat dealers	P
• Auto supply stores	P
• Gasoline service stations	C
• Apparel and accessory stores	
• Furniture and home furnishing stores	C
• Eating and drinking places	C
• Drug stores	
• Liquor stores	
• Used goods, secondhand stores	C
• Sporting goods	
• Book, stationery, video and art supply	
• Jewelry stores	
• Monuments, tombstones and gravestones	P
• Hobby, toy, game stores	
• Photographic and electronic stores	
• Fabric stores	
• Fuel dealers	C
• Florists	
• Medical supply stores	
• Pet shops	
• Sales of goods that are wholly manufactured at Sawmill Cove Industrial Park SCIP	P
• Sales of gifts, souvenirs and promotional materials that bear the logo or trade name of an SCIP permitted use business	P
• Stand alone souvenir and gift shops	
• Bulk retail	
<b>BUSINESS SERVICES</b>	P
• General business services	C
• Professional offices	P
• Communications services	P
• Research and development services	P

**H. Retail and Business Uses Table 22.16.015-6 Footnotes.**

- Public facilities not otherwise identified may be permitted in the public zone subject to planning commission recommendation and assembly approval subject to findings of fact that show the use is in the public interest, all reasonable safeguards are to be employed to protect the surrounding area, and that there are no reasonable alternative locations for the use.

2. All uses in the waterfront district are intended to be water-related or water-dependent except that upland uses may be non-water-related.
3. No industrial use shall be of a nature which is noxious or injurious to nearby properties by reason of smoke, emission of dust, refuse matter, odor, gases, fumes, noise, vibration or similar conditions.
4. Uses listed as conditional uses in the GI and LI zones may be considered, but not necessarily approved, on a case-by-case basis.
5. When associated with a water-related principal use.
6. Small scale convenience stores subordinate to principal permitted uses.
7. Motor vehicles and boat dealers permitted on a short-term basis.
8. Kiosks, outdoor restaurants, portable structures such as food stands and other temporary structures that are clearly incidental to the primary use on the lot are permitted uses. Mobile food carts on wheels are permitted uses on private property. Kiosks, outdoor restaurants, portable structures such as food stands and other temporary structures that are not clearly incidental to the primary use on the lot are conditional uses.