

Damning Harbor dredging evidence learned from arbitration hearing

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The Triplicate has learned through internal communications between a past harbormaster and elected commissioners, evidence that contradicts Harbor claims the District was unaware of critical dredging priorities back in May of 2015.

The evidence submitted helped arbitrators decide in favor of a \$1.9 million Harbor award for Fashion Blacksmith in its lawsuit against the harbor. The debt remains active to date.

From the meeting, the facts became apparent from the approved minutes of April 6, 2021. Commissioners present at this meeting are the very same as the current commission. President Brian Stone, secretary Wes White, commissioners Rick Shepherd, Harry Adams and Gerhard Weber.

According to the minutes, "Harbormaster Tim Petrick discussed in a meeting with the Army Corps of Engineers, wherein the corps recommended the need for a long-term dredging plan for CCHD.

Then-president Brian Stone expressed dismay over the ten-year time frame that elapsed without a valid dredge permit.

The Harbor expressed its firm opposition for using existing dredge ponds. One reason stated is the (pond) sites may be used for future commercial development.

To date, the ponds remain full, preventing use for current dredging needs.

In researching past CCHD minutes, the evidence reveals CCHD was keenly aware of the exigent need to dredge, as detailed by former harbormaster Dr. Richard Young in May of 2015.

The long-term dredging plan prepared by Dr. Young was both an immediate call to action on dredging and a road map on how to proceed. Evidence clearly shows this advice was not followed, perhaps even ignored. The memo on dredging was presented to tenant Fashion Blacksmith during lease renewal negotiations in 2015.

Highlights of Dr. Young's memo include the following:

“Dredging is the most fundamental activity the harbor district conducts.”

“Dredging is contractually required for the leases to the Coast Guard and Fashion Blacksmith.”

The Corps of

Engineers states the Harbor District is responsible “...for an adequate upland or beach disposal site.”

“Close proximity dredging uses divers with modified nozzle on the harbor's suction dredge.

“Need for dredging can become critical with little advanced warning.”

“The Harbor should have a maintenance dredging schedule so dredging never becomes a critical issue.”

“If siltation in an area becomes critical, the harbor should be prepared to dredge with little advance warning.”

“Dredging preparations include accruing funding, having permits in place and having well-maintained equipment and trained personnel.”

Many of these memo bullet points were not adhered to or perhaps even cold-shouldered. Allowing the critical dredge permits to lapse appears to be the most egregious failure now faced by the harbor. This evidence was presented to arbitrators this past Spring and may have certainly had a bearing on the lawsuit.

Sage advice. It appears from the evidence, the harbor's allegation of needing to comply with a decade-old lease is untrue. Triplicate research and the evidence shows tenant Fashion Blacksmith entered into a new lease in 2016, signed by then- president Wes White.