



**CEQA and COASTAL DETERMINATIONS  
and  
NOTICE OF APPROVAL**

Project: SUNKEN SEAWEEED, LLC Bioremediation Study

Location:

1. Kona Kai Marina (32°42'46.73" N, 117°13'44.18" W)
2. The Marlin Club (32°43'09.76" N, 117°13'33.19" W)
3. Fisherman's Landing (32°43'27.57" N, 117°13'33.63" W)
4. Submerged Lands (32°43'34.56" N, 117°12'54.98"W)
5. Marina Cortez (32°43'32.24" N, 117°12'27.06" W)
6. District Tidelands (32°43'38.23" N, 117°11'41.07" W)
7. Sunroad Marina (32°43'32.02" N, 117°11'25.82" W)
8. SD Mooring Company (32°43'39.54" N, 117°10'32.07" W)

Parcel No.: Various

Project No.: 2021-128

Applicant: SUNKEN SEAWEEED, LLC 1976 Quail Glen Rd, Escondido, CA 92029

Date: Nov 19, 2021

**PROJECT DESCRIPTION**

The proposed study executed by SUNKEN SEAWEEED, LLC would investigate bioremediation capabilities of various species of macroalgae deployed at eight (8) locations within San Diego Bay. The results of the proposed study would inform decision-making and potential market uses of their seaweed products, as well as demonstrating the potential effectiveness of this bioremediation technology in San Diego Bay and contributing to broader scientific understanding of the ecological role of seaweed in a highly urbanized setting. Of the eight sampling sites intended for deployment (listed above), Site 6 occurs on District Tidelands and would require a Right of Entry License Agreement from the District. For sites 1-3, 5, 7, and 8, SUNKEN SEAWEEED would be responsible for acquiring the necessary right of entry permits from the existing tenants, where the proposed study would occur.

Specifically, *Ulva lactuca*, a locally occurring green algae, would be deployed at the eight locations within San Diego Bay. Sampling is proposed to take place during two separate periods: between December 1 and December 20, 2021 and between August 1 and August 20, 2022. These sampling periods account for inclement weather as well as variations in seasonal boat traffic.

With the proposed study, SUNKEN SEAWEEED would temporarily deploy a network of four (4) mesh oyster baskets per site. The dimensions of each oyster basket would be 18 inches (width) x 35 inches (length) x 3 inches (height) and they would be spaced 18 inches apart. Each oyster basket would be filled with *Ulva lactuca*. Deployed oyster baskets would be fastened with PVC pipe to two (2) cylindrical 5-kilogram anchors spaced 3 feet apart. The dimensions of each anchor would be 8 inches (diameter) x 8 inches (height). A small market buoy would also be attached for retrieval. The total proposed area per site would be approximately 1 foot x 5 feet, with only the anchors in contact with bottom sediment. The baskets, anchors, and buoy would be deployed and retrieved by boat and collected within two (2) weeks of deployment, but anticipated to be collected within 72 hours of deployment. *Ulva lactuca* samples would then be taken to a laboratory for subsequent analysis.

During retrieval, SUNKEN SEAWEEED would conduct sediment sampling, which would consist of three (3) replicate cores at each site. Sediment cores would be taken from a boat using a small Van Veen grab to remove the top 2-4 centimeters of sediment, which would be transferred to 10 milliliter tubes and any remaining sediment would be stored at an off-Tidelands laboratory. *Ulva lactuca* and sediment samples would both be analyzed for copper and polychlorinated biphenyls, and *Ulva lactuca* would also be analyzed for nitrogen content.

Eelgrass is not known to occur at Sites 1-3, 5, 7, and 8, and eelgrass may occur within the vicinity of Site 4. Thus, prior to deployment at Site 4, SUNKEN SEAWEED would conduct a visual eelgrass survey to ensure that the anchors are not placed within an existing eelgrass bed.

**Marine Debris Reduction and Management.** Port staff and/or consultants shall carry out operation consistent with the following marine debris reduction and management practices:

- A. **Storm Damage and Debris.** As soon as safely and reasonably possible following storm or severe wind or weather events, Port staff and/or consultants shall patrol each study location for escaped or damaged equipment. All equipment that cannot be repaired and placed back into service shall be properly recycled or disposed of at an appropriate onshore facility. In addition, Port staff and/or consultants shall retrieve or repair any escaped or damaged equipment that it encounters while conducting routine sampling and/or maintenance activities associated with the pilot project. If the escaped gear cannot be repaired and replaced, it shall be properly recycled or disposed of on land.
- B. **Gear Marking and Replacement.** Port staff and/or consultants shall mark all seaweed baskets and floats in an easily identifiable manner with identification information. Markings shall be securely attached and robust enough to remain attached and legible after an extended period in the marine environment (e.g. heat transfer, hot stamp, etching, etc.). Existing floats currently in use shall be marked or replaced with marked versions when replanted and all unmarked gear shall be replaced in this way. In the event that gear, or equipment becomes displaced or dislodged from the experiment, it shall be the Port's responsibility to retrieve the material from the shoreline, open water, eelgrass beds, mudflat, or submerged bottom with minimal damage to the resources affected. Once located, such material shall be removed as soon as feasible and properly disposed of, recycled, or returned to use.
- C. **Ongoing Operations.** Port staff and/or consultants shall not leave or temporarily store tools, loose gear, or construction materials on its leased tidelands or surrounding areas. All study equipment installed on and in use at the study sites shall be kept neat and secure and maintained in functional condition. Port staff and/or consultants shall carry out regular bed inspections and maintenance activities to help ensure that broken, collapsed, fallen, or buried gear is fixed or removed in a timely manner.
- D. **Excessive Gear Loss or Maintenance Failures.** If the Port is found to be responsible for consistently extensive loss of equipment into the marine environment or is consistently failing to maintain its equipment in an intact and serviceable condition, Port staff and/or consultants shall modify its equipment and/or operations to minimize equipment loss and mitigate impacts to affected habitat.

Due to its nature and limited scope, construction of the proposed project would generate a minor amount of vehicle trips and would require limited use of equipment. Therefore, impacts related to air quality, greenhouse gas emissions, and transportation and traffic are not anticipated to occur. Furthermore, the Applicant would be responsible for complying with all applicable federal, state, and local laws regarding construction demolition debris, hazards and hazardous materials, and stormwater.

The following categorical determinations are based on the project submittal and all project information known to the District as of the date of this determination.

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## **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

### ***CATEGORICAL DETERMINATION***

Categorical Exemptions: SG §15304, Class 4/Section 3.d: Minor Alterations to Land; SG §15306, Class 6/Section 3.f: Information Collection

- 3.d. Minor Alterations to Land (SG § 15304) (Class 4): Includes minor alterations in the condition of land, water, and/or vegetation not involving removal of mature, scenic trees

AND/OR

- 3.f. Information Collection (SG § 15306) (Class 6): Includes basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to environmental resources. These may be for information gathering purposes, or as part of a study leading to an action which has not yet been approved, adopted or funded.

The Categorical Exemptions listed above are appropriate for the proposed project because the project involves the deployment and collection of mesh baskets containing *U. lactuca* and the sampling of small sediment cores; includes minor temporary use of land having negligible or no permanent effects on the environment and would also collect data and information on environmental factors and conditions around the proposed project. It would not result in any significant cumulative impacts due to impacts of the Project and would not result in a serious or major disturbance to an environmental resource. Further, there would be no dredging or fill impacts and the project would not cause any disturbance to sensitive species or habitat. The District has determined none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2) because the project is not located in an area that would impact an environmental resource of hazardous or critical concern, would not have cumulative impact of successive projects of the same type in the same place, would not have a significant effect on the environment due to unusual circumstances, is not within a highway officially designated as a state scenic highway, is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code, and would not cause a substantial adverse change in the significance of a historical resource.

Pursuant to CEQA Guidelines Section 15062, a 35-day statute of limitations for this CEQA exemption shall apply from the date a Notice of Exemption is posted with the San Diego County Clerk, or a 180-day statute of limitations for this CEQA exemption shall apply if no Notice of Exemption is filed.

## **CALIFORNIA COASTAL ACT**

### ***PORT MASTER PLAN CONSISTENCY***

Planning Districts: 1 - Shelter Island/La Playa (Precise Plan Figure 4); 2 - Harbor Island/Lindbergh Field (Precise Plan Figure 9); and 3 - Centre City Embarcadero (Precise Plan Figure 11)

Water Use Designations: Recreational Boat Berthing; Marine Services Berthing; Specialized Berthing; and Sportfishing Berthing

The portion of the proposed project located within the Coastal Development Permit (CDP) jurisdiction of the District conforms to the certified Port Master Plan because it is consistent with Planning Goals VIII and XI identified in Section II of the Port Master Plan. The project furthers Goal VIII, which identifies the District will enhance and maintain the bay and tidelands as an attractive physical and biological entity by facilitating a tideland environment free of hazards to the health of the people of California. The project also furthers Goal XI, which identifies the District will protect, preserve, and enhance natural resources, including natural plant and animal life in the bay as an ecological necessity and a valuable resource. This project is also consistent with the existing certified Water use designations. The proposed project would not change the use of the site nor would it interrupt or expand the existing conforming uses of the site.

### ***CATEGORICAL DETERMINATION***

Categorical Exclusions: Section 8.d: Minor Alterations to Land; and Section 8.e: Information Collection

- 8.d. Minor Alterations to Land: Minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of mature, scenic trees.

AND/OR

8.e. Information Collection: Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major significant disturbance to an environmental resource.

The portion of the proposed project located within the Coastal Development Permit (CDP) jurisdiction of the District is determined to be Categorically Excluded pursuant to the Sections of the District's *Coastal Development Permit Regulations* as identified above. These are appropriate for the proposed project because it involves the deployment and collection of mesh baskets containing *U. lactuca* and the sampling of small sediment cores and would involve minor temporary use of water having negligible or no permanent effects on the environment; and would not result in a serious or major significant disturbance to an environmental resource.

Pursuant to California Coastal Act Section 30717, there is a 10-working-day period to appeal this "Coastal Act Categorical Determination of Exclusion" to the California Coastal Commission.

For the portion of the proposed project located outside of the District's CDP jurisdiction, additional approvals may be required from other agencies.

**CALIFORNIA PUBLIC TRUST DOCTRINE**

The proposed project complies with Section 87.(a)(7) of the Port Act, which allows for the establishment and maintenance of tidal and submerged lands for open space, ecological preservation, and habitat restoration. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed project is consistent with the Public Trust Doctrine.

JOE STUYVESANT  
President/CEO

Determination by:  
Lily Tsukayama  
Associate Planner  
Planning and Green Port

Signature: Lily Tsukayama  
Date: Nov 19, 2021

Deputy General Counsel

Signature: Christopher Burt  
Date: Nov 19, 2021


**Certificate Of Completion**

Envelope Id: 4E2BCC680F5849FAA3C7E312AC3D93EC	Status: Sent
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Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3165 Pacific Highway
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Christopher Burt cburt@portofsandiego.org Deputy General Counsel Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 207.215.153.162	Sent: 11/18/2021 5:17:24 PM Viewed: 11/19/2021 3:22:22 PM Signed: 11/19/2021 3:22:30 PM

**Electronic Record and Signature Disclosure:**  
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 ID: 43a4c906-d8dd-4c97-afae-c95e3bd5d30d  
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Lily Tsukayama ltsukayama@portofsandiego.org Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 71.228.223.114	Sent: 11/19/2021 3:22:31 PM Viewed: 11/19/2021 3:23:49 PM Signed: 11/19/2021 3:26:11 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 6/9/2021 7:41:13 AM  
 ID: 94235573-6963-413a-93b1-7d02ece052db  
 Company Name: San Diego Unified Port District

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<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/9/2021 7:41:13 AM ID: 94235573-6963-413a-93b1-7d02ece052db Company Name: San Diego Unified Port District		

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Witness Events	Signature	Timestamp
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To contact us by email send messages to: [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org)

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