

Ellison, Kailyn@Waterboards

From: Kevin Hinman <hollandstime@gmail.com>
Sent: Tuesday, February 23, 2016 12:03 AM
To: Ellison, Kailyn@Waterboards
Subject: Holland Riverside
Attachments: Engineers call list.pdf; Signed engineer agreement Larry Buckle.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Kailyn,

Please find the attached files for your reference.

Included is a list of some of the engineers I've contacted in my efforts to retain a qualified engineer to meet the WDR. I have additional phone records and emails exhibiting my efforts to secure a qualified engineer. As I've discussed in past meetings and correspondence with various Water Board staff, it has been nearly impossible to locate an engineer willing or available to meet the WDR requirement. I suspect some might not believe I've made the effort, however, I can substantiate my efforts with calls I've made to engineering firms and multiple municipal waste water supervising engineers.

A number of factors have been omitted from the complaint pertaining my efforts and communications with the Water Board over the past two years.

1. On numerous occasions, I expressed to the Water Board staff the extreme difficulty we were having securing an engineer to meet the WDR requirement. The engineer which had been performing this task in previous years had since retired. Local engineering firms responsible for much larger municipal waste water systems simply do not offer their services on small private systems. I called every engineering firm on lists provided to me by the Water Board as well as all local area firms listed online. I contacted the municipal waste water facilities for Discovery Bay, Byron and the Ironhouse Sanitary District. I contacted waste water system contractors who build waste water systems. Apparently the systems they build are not engineered locally.

2. The Water Board proposed three options for me. The trucking haul out method was promising. I was hopeful it would resolve these issues once and for all. After contacting hauling companies, it seemed feasible at a cost of about \$1,000 per month, however when I approached DeJusus Drilling about decommissioning the ponds De Jesus told me they've chosen to no longer participate in decommissioning of wells. Reasoning being the extreme regulation in doing so. Years prior it was a simple task of pulling them or filling them with concrete to ensure that they cannot be used. I was referred to the only local company offering well decommissioning. I was quoted a cost to simply decommission a 30ft test well was an astounding \$15,000 per well. This did not including additional requirements for the decommissioning process of the ponds. With all I've been through in this economy, I simply do not have the ability to meet the expense of decommissioning the ponds so I was back to trying to find a local engineer to meet the WDR. It became blatantly apparent the only possibility I have of keeping my business, which I've put so much into, was to find an engineer or face losing everything. Holland is my business and the only home I have left.

3. Virtually all of the missing reporting is not due to irresponsible flagrancy, it is directly due to two unforeseeable factors, the economy and the availability of local engineers for small private waste water systems capable of meeting the WDR requirement. The Water Board has requested the financials within a specific time

frame in order for me to prove my inability to pay. I've had no choice but to prioritize which demands I could address first which meant focusing all my attention on securing an engineer. Fortunately, through all this I've finally found an exceptional engineer who is not only capable of meeting the requirements but has great ideas to improve on the system and make it more manageable and cost effective. I'm very much looking forward to working with Larry Buckle.

In our previous meeting I stated something you may recall. "It's not about what a man wants to do, it's about what a man can do". For instance, I can file all the reports and meet that portion of the requirement but I cannot meet the engineering requirement if I cannot find a qualified engineer. I discussed my difficulties locating an engineer many times with Guy Childs and called every engineer that was referred to me by the Water Board and then some. Guy Childs had sincerely tried to help locate a qualified engineer and is fully aware of the difficult time I've had securing a qualified engineer. Please understand that the last thing I want is to lose my business and my home ... AGAIN ... I'm in the struggle of my life to keep the only home I have left. One thing that was mentioned in the penalty calculations was to ensure that I don't receive a "financial gain" after not meeting the WDR requirements. In my case financial gain would be a stretch. That would be paramount to the concept that when someone loses their home the difference between the short sale amount and what was owed is somehow perceived as income? In my case that income was about \$400,000. I told my attorney I would be happy to pay the income taxes on the \$400,000 if I actually receive the \$400,000. Unless you've experienced what it's like to be in that situation where you're 53, you've worked hard your entire life; you've inherited nothing; and invested all you have into something you care for deeply and then rapidly and unexpectedly lose your home and business. Then... after the smoke clears you consult with a bankruptcy attorney to help sort things out and you're hit with income tax on the \$400,000 you no longer have to pay back on what is no longer your home but a house worth \$400,000 less than what you paid. Fortunately given the severity of losses suffered by so many, unprecedented regulation was instituted allowing forgiveness of up to \$1 million in short sale deficiency. I'm told by a bankruptcy attorney that figure was increased to \$2 million. (Apparently \$1 million wasn't enough). BTW... you're probably already aware, but bankruptcy attorneys are among the most expensive of all attorneys. Doesn't make much sense does it? Income? Gain? Possibly in this case a forgiveness option might be instituted? Contingent upon receiving the requested financial documents of course.

Now that I've secured the engineer which I've struggled so hard to find, I'm requesting the Water Board to remain open to negotiations for a feasible resolution to the complaint filed against me and allow additional time to meet the Water boards requests. All information will be provided to the Water Board and with Larry Buckle the reporting requirements will be continually met.

Larry T. Buckle, PE

International Engineering Services, Inc.

1017 L Street #296

Sacramento, CA 95814-3505

USA

office: [\(916\)549-0868](tel:(916)549-0868)

email: Buckle@IES-ENG.COM

 Please consider the environment before printing this email.

Larry Buckle is an exceptionally qualified engineer and will help get Holland back on track with the reporting requirements as well as assist in better operations of the ponds and submitting reports on schedule. All testing has been performed by Alpha Analytical since our last meeting and has been provided to Larry Buckle. Robbie Philips at Alpha Analytical is in direct contact with Larry and working closely with Larry and I to provide all

the test results to bring Holland up to date. Reports for the Water Board will be submitted soon. Please feel free to contact Larry directly to clarify any concerns.

My bookkeeper, Anita Sparks, and CPA Karen Schwertfeger are working on my taxes for 2014 & 2015. They are complicated by the short sale of Cruiser Haven Marina in 2013/14. 2015 taxes cannot be completed until 2014 is finished. They are close to being done and filed taxes will be provided immediately upon completion. Things are moving forward in the right direction. Now with the engineer aspect resolved, I expect to be able to provide the requested information by April 15, 2016. Securing an engineer was my first priority. Without the engineer everything else was moot.

CPA Karen Schwertfeger and Anita Sparks are working on the following requested documents:

1. Federal income tax returns for the last three years, specifically:
 - IRS Form 1120 for C Corporations
 - IRS Form 1120 S for S Corporations
 - IRS Form 1065 for partnerships
2. A completed and signed IRS Form 8821. This allows IRS to provide the Regional Water Board with a summary of the firm's tax returns that will be compared to the submitted income tax returns. This prevents the submission of fraudulent tax returns;
3. The following information can be substituted if income tax returns cannot be made available:
 - Audited Financial Statements for last three years;
 - A list of major accounts receivable with names and amounts;
 - A list of major accounts payable with names and amounts;
 - A list of equipment acquisition cost and year purchased;
 - Ownership in other companies and percent of ownership for the last three years;
 - Income from other companies and amounts for the last three years.



Anita Sparks
Discovery Bay Accounting Services
14850 Highway 4, #A122
Discovery Bay, CA 94505
[\(925\) 858-1535](tel:9258581535) Cell
[\(925\) 516-6444](tel:9255166444) Telephone

We intend to proceed with the option to continue with the ponds under the current WDR. Please extend the Feb 24th deadline and keep negotiations open for a positive resolution to the filed complaint.

Thank you for your patience.

Sincerely,

Kevin Hinman

Lab Type	Lab Name	Street	City	State	Zip	County	Phone	Cert No
Public Water System	CITY OF ANTIOCH BLOCK ENVIRONMENTAL SERVICES, INC.	401 PUTNAM STREET	ANTIOCH	CA	94509	CONTRA COSTA	(925) 779-7024	1383
Commercial	CITY OF BRENTWOOD WATER QUALITY LABORATORY	2451 ESTAND WAY	PLEASANT HILL	CA	94523	CONTRA COSTA	(925) 682-7200	1812
City	C & H SUGAR COMPANY	2251 ELKINS WAY	BRENTWOOD	CA	94513	CONTRA COSTA	(925) 516-6073	2577
In-house Special Districts	CENTRAL CONTRA COSTA SANITARY DISTRICT	830 LORING AVENUE	CROCKETT	CA	94525	CONTRA COSTA	(510) 787-4352	2306
Industrial (with Discharge Permit)	CHEVRON BIOASSAY LABORATORY	5019 IMHOFF PLACE	MARTINEZ	CA	94553	CONTRA COSTA	(925) 229-7237	1397
Industrial	CHEVRON ENVIRONMENTAL LABORATORY	841 CHEVRON WAY (BLDG 141 DIKE ST.)	RICHMOND	CA	94802-0272	CONTRA COSTA	(510) 242-3133	1102
Industrial	CONOCO PHILLIPS RODEO LABORATORY	940 HENSLEY STREET BLDG. 210	RICHMOND	CA	94801-2106	CONTRA COSTA	(510) 242-8113	01104CA
Industrial Public Water System	CONTRA COSTA WATER DISTRICT LABORATORY	1380 SAN PABLO AVENUE	RODEO	CA	94572	CONTRA COSTA	(510) 799-4411	2544
Commercial	DAVI LABORATORIES ENVIRONMENTAL ASSOCIATES	2015 BATES AVENUE	CONCORD	CA	94520	CONTRA COSTA	(925) 688-8090	1548
Industrial	DEL MONTE FOODS RESEARCH CENTER	730 ALFRED NOBEL DRIVE	HERCULES	CA	94547	CONTRA COSTA	(510) 724-9450	1438
Public Wastewater System	DELTA DIABLO SANITATION DISTRICT LABORATORY	205 NORTH WIGET LANE	WALNUT CREEK	CA	94598	CONTRA COSTA	(925) 944-7343	1916
Commercial	EBERLINE ANALYTICAL CORPORATION, RICHMOND LABORATORY	2500 PITTSBURG-ANTIOCH HIGHWAY	ANTIOCH	CA	94509-1373	CONTRA COSTA	(925) 756-1915	1627
Commercial	ELITE ANALYTICAL	2030 WRIGHT AVENUE 111 LINDBERGH AVE SUITE B	RICHMOND	CA	94804-3849	CONTRA COSTA	(510) 235-2633	01120CA
City	CITY OF MARTINEZ	3003 PACHECO BOULEVARD	LIVERMORE	CA	94551	CONTRA COSTA	(925) 371-8821	2416
Commercial	McCAMPBELL ANALYTICAL, INC. MIRANT - PITTSBURG POWER PLANT LABORATORY	MARTINEZ	MARTINEZ	CA	94553	CONTRA COSTA	(925) 372-3587	1447
Industrial	MIRANT - CONTRA COSTA POWER PLANT LABORATORY	1534 WILLOW PASS ROAD	PITTSBURG	CA	94565	CONTRA COSTA	(925) 252-9262	1644
Industrial Public Wastewater System	MT. VIEW SANITARY DISTRICT	696 WEST TENTH STREET 3201 WILBUR AVENUE	PITTSBURG ANTIOCH	CA CA	94565 94509	CONTRA COSTA CONTRA COSTA	(925) 427-3500 (925) 779-6500	2450 2515
		3800 ARTHUR ROAD	MARTINEZ	CA	94553	CONTRA COSTA	(925) 228-5635 ext 16	2011

Utility	PACIFIC GAS & ELECTRIC COMPANY SAN RAMON LABORATORIES	3400 CROW CANYON ROAD	SAN RAMON	CA	94583	CONTRA COSTA	(925) 820-2000	1168
City	PINOLE-HERCULES WATER POLLUTION CONTROL PLANT	11 TENNENT AVENUE	PINOLE	CA	94564	CONTRA COSTA	(510) 741-3858**	1273
Public Water System	PITTSBURG MUNICIPAL WATER TREATMENT PLANT LABORATORY	300 OLYMPIA DRIVE	PITTSBURG	CA	94565-0518	CONTRA COSTA	(925) 252-6916	1479
Industrial Public Wastewater System	RHODIA INC. MARTINEZ LABORATORY	100 MOCOCO ROAD	MARTINEZ	CA	94553	CONTRA COSTA	(925) 313-8228	1278
Industrial	RODEO SANITARY DISTRICT SHELL OIL PRODUCTS, U.S. - MARTINEZ REFINERY	800 SAN PABLO AVENUE 1800 MARINA VISTA AVENUE	RODEO MARTINEZ	CA CA	94572 94553	CONTRA COSTA CONTRA COSTA	(510) 799-2970 (925) 313-3559	2284 2143
Industrial	TESORO GOLDEN EAGLE REFINERY - BIOASSAY LABORATORY	150 SOLANO WAY	MARTINEZ	CA	94553	CONTRA COSTA	(925) 370-3497	2491
Industrial	USS-POSCO BLOSSAY LABORATORY	900 LOVERIDGE ROAD	PITTSBURG	CA	94565	CONTRA COSTA	(530) 753-5456	2305
City Public Wastewater System	VEOLIA WATER NORTH AMERICA OPERATING SERVICE	601 CANAL BLVD	RICHMOND	CA	94804	CONTRA COSTA	(510) 412-2001	2231
Wastewater System	WEST COUNTY WASTEWATER DISTRICT	2377 GARDEN TRACT ROAD	RICHMOND	CA	94801-1001	CONTRA COSTA	(510) 237-6603	2537

Consultant Services Agreement

WITH INTERNATIONAL ENGINEERING SERVICES, INC. FOR HOLLAND RIVERSIDE MARINA, WASTE DISCHARGE COMPLIANCE

THIS AGREEMENT is made in CONTRA COSTA COUNTY, California, as of January __, 2016, by and between Holland Riverside Marina, ("Marina") and International Engineering Services, Inc. ("IES").

- 1) Services. Subject to the terms and conditions set forth in this Agreement, IES shall provide said services described in Exhibit A. IES shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2) Contract Period. Contract work will begin January 13, 2016 and continue through December 30, 2016.
- 3) Payment. Marina shall pay to IES for services rendered pursuant to this Agreement at the times and in a manner set forth in Exhibit B. the payments specified in Exhibit B shall be the only payments to be made to IES for services rendered pursuant to this Agreement. IES shall submit all billings for said services to Marina in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which IES uses for billing clients similar to Marina.
- 4) Facilities, Equipment, and Other Materials. Marina shall furnish to Consultant materials listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
- 5) General Provisions. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.
- 6) Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Consultant Services Agreement

Executed as of the day first above stated.

Larry T. Buckle, PE
CEO, International Engineering Services, Inc.

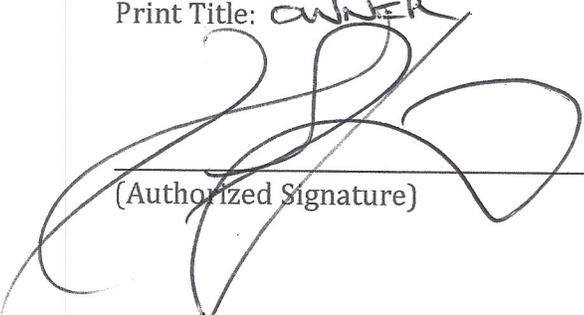
(Authorized Signature)

(Date)

Holland Riverside Marina

Print Name: KEVIN HINMAN

Print Title: OWNER



(Authorized Signature)

(Date)

Consultant Service Agreement

EXHIBIT A

SCOPE OF SERVICES

Holland Riverside Marina has received Waste Discharge Requirements (WDR) for the Holland Riverside Marina, from the California Regional Water Quality Control Board, Central Valley Region (Board). The WDR states that certain reports and other information conveyed to the Board be signed by a registered engineer.

IES agrees to sign required documents after the included information meets requirements of IES. IES is under no obligation to sign documents for the Board, person, government agency, or business that IES does not fully agree to sign. Further, IES has no obligation to perform any services contrary to what IES determines to be reasonable.

Consultant Services Agreement

EXHIBIT B

TIME AND MANNER OF PAYMENT

- The cost for undertaking the task addresses in the Scope of Work shall be charged on a time and material basis.
- The Marina shall pay IES a retainer of \$5,000. \$2,500 will be due at signing of this agreement, and an additional \$2,500 will be due two-months later. IES shall bill against the retainer at a rate of \$150/hour.
- When the balance of the retainer reaches \$1,000, IES shall contact the Marina, and the Marina shall pay IES moneys required to bring the retainer balance to \$5,000.
- IES has no obligation to perform services for the Marina when the balance of the retainer is less than \$1,000.
- IES shall bill against the retainer for any out of pocket expenses, plus 10%.
- IES will charge for time and materials beginning on January 13, 2016.

Consultant Services Agreement

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS

- Marina shall supply all materials required for performing testing.
- Marina shall supply facilities for meetings.
- Marina shall provide safe working conditions for IES while on the Marina site.

Consultant Services Agreement

EXHIBIT D

GENERAL PROVISIONS

- 1) Independent Contractor. At all times during the term of this Agreement, IES shall be an independent contractor and shall not be an employee of Marina. Marina shall have the right to control IES only insofar as the results of IES services rendered pursuant to this Agreement.
- 2) Licenses: Permits: etc. IES represents and warrants to Marina that it has all licenses, qualifications of whatsoever nature which are legally required for IES to practice its profession.
- 3) Time. IES shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of IES's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by cause, present or future, which is beyond the reasonable control of the party.
- 4) Worker's Compensation. During the Term of this Agreement, IES shall fully comply with the terms of the law of California concerning Worker's Compensation.
- 5) IES Not Agent. Except as Marina may Specify in writing, IES shall have no authority, express or implied, to act on behalf of Marina in any capacity whatsoever as an agent. IES shall have no authority, express or implied, pursuant to this Agreement to bind Marina to any obligation whatsoever.
- 6) Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 7) Termination. Marina or IES shall have the right to terminate this Agreement at any time by giving notice of such termination to the other. In the event Marina shall give such notice of termination, IES shall immediately cease rendering services pursuant to this Agreement, and return monies remaining in retainer after all reasonable charges have been applied.

- 8) Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of both the Marina, and IES.
- 9) Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages of its breach, the prevailing party shall be entitled to recover his reasonable attorney's fees, including those incurred on appeal, if any.
- 10) Entirety of Agreement. This Agreement contains the entire agreement of Marina and IES with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in the Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.
- 11) Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the agreement, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
- 12) Governing Law. The Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation.
- 13) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be valid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.