

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
NORTHERN REGION  
601 LOCUST STREET  
REDDING, CA 96001



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2021-0070-R1  
Shields Creek  
**1 Encroachments**

MR. ANDREW C.WEBER  
THP 2-14-079-MOD "SHIELDS CREEK"

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mr. Andrew C. Weber (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on June 25, 2021 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located on Shields Creek, in the County of Modoc, State of California; Section 2, Township 41N, Range 14E, Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle's Shields Creek 1993.

## **PROJECT DESCRIPTION**

The project is limited to 1 water drafting location at Reference Point W-1.

## **PROJECT IMPACTS**

CDFW has determined that without implementation of the conditions contained within this Agreement, existing fish or wildlife resources the project could substantially adversely affect include: fish (Fish and Game Code 45) and other species dependent on aquatic and riparian habitats such as reptiles, mammals, birds, and non-aquatic invertebrates.

The adverse effects the project could have on the fish or wildlife resources identified above include: short-term release of contaminants incidental from work activities (e.g., sediment, petroleum products, etc.), channel dewatering, and loss or decline of stream channel and riparian habitats. These effects may cause conditions that decrease instream quality, impede the up and/or downstream migration of aquatic species, reduce the quality or quantity of aquatic and riparian breeding and foraging habitats, and disrupt the nesting and denning of terrestrial birds and other wildlife.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, and any extensions and amendments to the Agreement, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Minor Language Changes. CDFW reserves the right to authorize minor language revisions to this Agreement provided both CDFW and the Permittee concur with minor language changes and both initial and date changes on the respective documents belonging to both the Permittee and CDFW.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site, upon 24-hour notification, to verify compliance with the Agreement.
- 1.6 Notification of Beginning Work. At least one week prior to the initiation of work, the Permittee shall contact CDFW representative Rich Klug by phone (530.598.9322), or Email ([richard.klug@wildlife.ca.gov](mailto:richard.klug@wildlife.ca.gov)) to facilitate monitoring. Information to be disclosed shall include Agreement number, Timber Harvesting Plan (THP) number, and the anticipated start date. The Permittee shall contact CDFW within thirty days of completion of the work permitted by this Agreement.
- 1.7 Project Accordance. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description submitted with Notification No. 1600-2021-0070-R1 and THP 2-14-079-MOD, as revised as of December 30, 2014.

- 1.8 Other Agency Permitting Requirements. The U.S. Army Corps of Engineers (Corps) has permitting requirements for certain instream projects under Section 404 of the Federal Clean Water Act. If this project features the placement of dredged or fill materials into the channels of streams (below the ordinary high water mark) that are waters of the United States, a permit may be required by the Corps. If your project needs a permit from the Corps, you will also need to obtain a Water Quality Certification pursuant to Section 401 of the Federal Clean Water Act from the Regional Water Quality Control Board (Regional Water Board). In addition, if your project will involve disturbance within or discharges of pollutants to waters of the State of California, the Regional Water Boards may require a permit, whether or not the Corps requires a permit. If there is any question regarding the possibility of the project meeting the above limitations, the Permittee should contact the Corps and the Regional Water Board prior to beginning work. This Agreement in no way represents permitting requirements by the Corps or the Regional Water Board. It is the responsibility of the Permittee to contact the Corps, and to comply with the provisions of any Section 404 permit issued, if required by the Corps. Similarly, it is the responsibility of the Permittee to contact the Regional Water Board and to comply with the provisions of any Section 401 Certification, Regional Water Board Waste Discharge Requirements or waiver of Waste Discharge Requirements issued by the Regional Water Board. Outstanding

## 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

### PROJECT TIMING

- 2.1 Timing for Work on Class I Watercourses: All work on the stream banks or within the stream channel (including water drafting activities) shall be confined to periods of **May 1 through October 15.**

### GENERAL CONDITIONS FOR ALL ENCROACHMENTS

- 2.2 Vehicles shall not be driven, or equipment operated, in water covered portions of a stream except as may be necessary to construct and remove in-stream structures to catch and contain water (i.e. cofferdams), to divert stream flow and isolate the work site, or as otherwise specifically provided for in this Agreement.
- 2.3 All heavy equipment that will be entering the live stream shall be cleaned of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil and other debris. Cleaning of equipment shall take place outside of the Watercourse and Lake Protection Zone (WLPZ) and prior to entering the water.
- 2.4 Any equipment operated within or adjacent to the stream channel shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat. Stationary equipment such as

motors, pumps, generators, and welders that contain deleterious materials, located within or adjacent to a stream shall be positioned over drip pans.

- 2.5 Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place within WLPZ 's or within stream beds, banks or channels. All such fluids and containers shall be disposed of properly. Heavy equipment including water drafting trucks parked within WLPZ's or streambeds, banks or channels shall use drip pans or other devices (i.e., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.6 All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up activities on-site for use in an accidental spill. In the event of a spill, the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.
- 2.7 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, asphalt, paint or other coating material, oil or petroleum products or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall be allowed to enter into, or placed where it may be washed by rainfall or runoff into Waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. Any fill material used shall be placed and/or removed in such a manner that it shall not cause direct sediment discharge or siltation in the stream.
- 2.8 The Permittee shall provide site maintenance including, but not limited to, re-applying erosion control to minimize surface erosion and ensure streambeds and banks remain sufficiently armored and/or stable at the encroachment.
- 2.9 The project, shall at all times, feature adequate erosion and sediment control devices to prevent the degradation of water quality. Erosion control materials shall be applied in sufficient quantity prior to the onset of measurable precipitation with re-application as needed to avoid any visible increase in surface erosion or turbidity in any receiving streams.
- 2.10 The Permittee shall prevent, to the extent possible, the discharge of sediment, and/or muddy, turbid, or silt-laden waters resulting from the project into the stream channel. Where necessary to prevent such discharge, the Permittee shall properly install and maintain sediment barriers (including but not limited to filter fabric fencing, fiber mats, rice straw or fiber wattles or rolls) capable of preventing downstream sedimentation/turbidity. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting. Said devices shall be cleaned of all trapped sediment as necessary to maintain proper function. Recovered sediment shall be disposed of where it shall not return to the Waters of the State. Said devices shall be completely removed from the channel, along with all temporary fills, upon completion of operations.

- 2.11 All bare mineral soil outside of the stream channel exposed in conjunction with project activities shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Restoration shall include the seeding and mulching of all bare mineral soil with at least 1 to 2 inches weed-free straw mulch and native plants or regionally appropriate seeds, or sterile varieties or short-lived non-native annuals that are known not to persist or spread such as cereal cover crops [i.e., barley (*Hordeum vulgare*), buckwheat (*Fagopyron esculentum*), oats (*Avena sativa*), rye (*Secale cereale*), wheat (*Triticum aestivum*)] to avoid the propagation of non-native (invasive) plants and minimize competition with native vegetation. Applied seeds shall be free from seeds of noxious or invasive weed species. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. Annual (Italian) ryegrass [*Festuca perennis* (= *Lolium multiflorum*)] shall not be used.
- 2.12 Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.
- 2.13 Erosion control measures shall be made available if encroachment work occurs when the National Weather Service forecast is a “chance” or greater (30% or more) of rain on that day or the next day. The Permittee shall deploy erosion control measures prior to rainfall.

#### CONDITIONS for WATER DRAFTING

- 2.14 Drafted water shall only be used for the purposes of dust abatement; road maintenance; road and stream crossing construction, reconstruction, deconstruction, upgrading and decommissioning; prescribed fuel reduction burning; and pesticide mixing
- 2.15 Drafting by more than one truck shall not occur simultaneously at the same site.
- 2.16 Pesticide mix trucks shall not directly draft from a stream or pond. Pesticide shall not be mixed where runoff may enter a stream or hydrologically-connected drainage facility.
- 2.17 Road approaches and truck pads shall be treated as necessary to prevent sediment production and delivery to a stream or waterhole. Road approaches shall be rocked as necessary from stream and along road approach to nearest point of break in slope. Brow logs or large rocks shall be placed at the end of the truck pad where, needed to prevent overland flow into the water source and to limit truck access.
- 2.18 To prevent entrapment of fish during water diversion, the pump intake shall be fitted with screen made of woven mesh, perforated plate, wedge wire, or other durable fabric. The screen medium shall be able to withstand forces related to pumping and be of sufficient size to prevent small fish from entering the intake during operations

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- 2.19 Screens shall be installed on intakes wherever water is drafted. Intakes shall rest above the bottom of the channel and away from submerged vegetation. Screens and intakes shall be kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions. Screens and intakes shall be inspected during site visits to monitor drafting rates.
- 2.20 For Class I watercourses; openings in perforated plate or woven wire mesh screens on drafting hoses shall not exceed 3/32 inches (2.38 mm) and openings in wedge wire type screens shall not exceed 1.75 mm. The screen shall have at least 2.5 square feet of openings submerged in water.
- 2.21 Drafting rates shall not exceed 350 gallons per minute and shall not exceed 10 percent of the surface flow.
- 2.22 The velocity of water across the screen surface shall not exceed 0.33 feet per second at any point on the screen surface.
- 2.23 Intakes shall be kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions. At the end of drafting operations each season, intakes shall be removed from the channel. Intakes shall then be plugged, capped, or blocked using a shut-off valve, or removed from the flood prone area during the winter period.
- 2.24 To prevent adverse impacts to aquatic resources, drafting shall cease when by-pass flows drop below 2 cubic feet per second (cfs) or pool tail crest is below 0.3 feet.

## **CONTACT INFORMATION**

Written communication that Permittee or CDFW submits to the other shall be delivered to the address below unless Permittee or CDFW specifies otherwise:

### To Permittee:

Andrew C. Weber  
PO Box 1673  
Alturas, CA 96101  
(530) 412-1313

### To CDFW:

California Department of Fish and Wildlife  
ATTN: Lake and Streambed Alteration Program – Rich Klug  
601 Locust St.  
Redding, California 96001  
Notification 1600-2021-0070-R1  
Fax: 530.598.9322  
Email: [richard.klug@wildlife.ca.gov](mailto:richard.klug@wildlife.ca.gov)

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections (§) 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs),

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3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form.

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form.

## **EXTENSIONS**

In accordance with FGC § 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form. CDFW shall process the extension request in accordance with FGC § 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification before beginning or continuing the project the Agreement covers (FGC § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be after Permittee's signature and after CDFW complies with all applicable requirements under CEQA.

## **TERM**



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This Agreement shall expire 5 years from the CDFW signature date below, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC §1605(a)(2) requires.

**AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee’s behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC § 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR PERMITEE**

DocuSigned by:  
*Andrew Weber*  
87B88A362839417...  
Mr. Andrew C. Weber  
Timber Owner

7/2/2021  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

DocuSigned by:  
*Rich Klug*  
C1787C5E0C99415...  
Rich Klug  
Senior Environmental Scientist (Supervisory)

7/13/2021  
Date

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR  
STREAMBED ALTERATION AGREEMENT No. 1600-2013-0100-R1**

**Introduction**

The California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, *et seq.*) and the State CEQA Guidelines (Guidelines) (Section 15000, *et seq.*, Title 14, California Code of Regulations) require that no public agency shall approve or carry out a project that identifies one or more significant effects, unless the agency makes the following finding as to each significant effect:

Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.


Timber Harvesting Plans (THPs) and Nonindustrial Timber Management Plans (NTMPs) are documents prepared according to a certified state regulatory program and they substitute for a Negative Declaration or an Environmental Impact Report, pursuant to Guidelines sections 15251 and 15252. As the Lead Agency for THPs and NTMPs, the California Department of Forestry and Fire Protection (CAL FIRE) approved THP 2-14-079-MOD on 12-30-2014. CAL FIRE found that the THP will not result in significant environmental effects with the mitigation measures required in, or incorporated into the THP.

The California Department of Fish and Wildlife (CDFW) is entering into a Streambed Alteration Agreement (Agreement) with Andrew C Weber. The activities to be completed according to the Agreement are located on Shields Creek, in the county of Humboldt, State of California. The project located in Section(s) 2, T41N, R14E; Mount Diable Base and Meridian, in the Shields Creek, U.S. Geological Survey 7.5-minute quadrangle.

Because CDFW is issuing the Agreement, it is a Responsible Agency under CEQA. As a CEQA-Responsible Agency, CDFW is required by Guidelines Section 15096 to review a THP or NTMP approved by the Lead Agency that includes the activities addressed in the Agreement and to make a finding that the Agreement's activities will not cause significant, adverse environmental effects. However, when considering alternatives and mitigation measures approved by the Lead Agency, a Responsible Agency is more limited than the Lead Agency. When issuing the Agreement, CDFW is responsible only for ensuring that the direct or indirect environmental effects of activities addressed in the Agreement are adequately mitigated or avoided. Consequently, the findings adopted or independently made by CDFW with respect to an Agreement's activities are more limited than the findings of the Lead Agency funding, approving, or carrying out the activities addressed in a THP or NTMP.

**Findings**

CDFW has considered the THP approved by CAL FIRE that is named above. CDFW has independently concluded that the Agreement should be issued under the terms and conditions specified therein. In this regard, CDFW hereby adopts the findings of CAL FIRE as set forth in the THP insofar as they pertain to the impacts on biological resources from the activities addressed in the Agreement.

Signature: 

Date: 7-13-2021

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Rich Klug, Senior Environmental Scientist (Supervisory)  
Northern Region, California Department of Fish and Wildlife

## Notice of Determination

TO:  Office of Planning and Research

*For U.S. Mail:*

P.O. Box 3044  
Sacramento, CA 95812-3044

*Street Address:*

1400 Tenth Street  
Sacramento, CA 95814

FROM: Department of Fish and Wildlife  
Northern Region  
601 Locust Street  
Redding, California 96001  
Contact: Simona Altman  
Phone: (707) 445-5363

LEAD AGENCY (if different from above):  
Department of Forestry and Fire Protection  
135 Ridgway Avenue  
Santa Rosa, California 95401  
Contact: Dominik Schwab  
Phone: (707) 576-2941

**SUBJECT:** *Filing of Notice of Determination pursuant to § 21108 of the Public Resources Code*

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Streambed Alteration Agreement No. 1600-201-0070-R1 for Timber Harvesting Plan (THP) 2-14-079-MOD

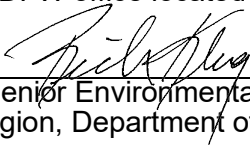
Project Location: The project is located approximately 13 miles southeast of Alturas in Modoc County on Shields Creek. The project is located in Section(s) 2, T41N, R14E; Section(s) , T R; Section(s) , T R; Section(s) , T R; Humboldt Base and Meridian, in the Shields Creek, U.S. Geological Survey 7.5-minute quadrangle(s).

Project Description: The Department of Fish and Wildlife (CDFW) is issuing an agreement for culvert installation on Class II watercourses on adjacent landowners property.

This is to advise that CDFW, acting as  the Lead Agency /  a Responsible Agency approved the above-described project and has made the following determinations:

1. The project  will /  will not have a significant effect on the environment. (This determination is limited to effects within CDFW's jurisdiction when CDFW acts as a responsible agency.)
2.  An environmental impact report /  A negative declaration /  A timber harvesting plan / nonindustrial timber management plan was prepared for this project pursuant to the California Environmental Quality Act (CEQA).
3. Mitigation measures  were /  were not made a condition of CDFW's approval of the project.
4. A Statement of Overriding Considerations  was /  was not adopted by CDFW for this project.
5. Findings  were /  were not made by CDFW pursuant to Public Resources Code § 21081(a). CDFW adopted findings to document its compliance with CEQA.
6. Payment is not required due to provisions of Public Resources Code §4629.6 (c).  
 Lead Agency certification: CDFW, as Lead Agency, has made the final Environmental Impact Report (EIR) with comments and responses and record of project approval, or the Negative Declaration, available to the General Public at the CDFW office identified above.  
 Responsible Agency statement: The final EIR, Negative Declaration or THP/NTMP that was prepared by the Lead Agency for this project is available to the General Public at the office location listed above for the Lead Agency. CDFW's CEQA Findings are available at the Eureka CDFW office located at 619 Second Street, Eureka, California, 95501.

Signature:



Date: 7-13-2021

Rich Klug, Senior Environmental Scientist (Supervisory)  
Northern Region, Department of Fish and Wildlife

Date Received for filing at OPR: