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Streambed Alteration Agreement
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CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTHERN
REGION 601
LOCUST STREET
REDDING, CA 96001



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 1600-2020-0413

Associated with THP# 2-20-00151-SHA "Stick Rock"

(2) Encroachments – Water Drafting at existing sites

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Campbell Global LLC (Permittee) as represented by Stephen Levesque and RPF Wes Solus.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee re-notified CDFW on 08/25/2022, 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 at Section 9, Township 38 North, Range 02 East, MDBM. The project area is located within the Upper Bear Creek watershed (5526.430302). The USGS 7.5" series topographical quadrangle map for this area is "*Pondosa*".

PROJECT DESCRIPTION

The project is limited to (2) encroachments for water drafting at existing sites along Bear Creek. The project has been notified for pursuant to Fish and Game Code section 1600 (et sec) on page 50 of the approved subject Timber Harvesting Plan (THP), 1611 Notification of Lake or Streambed Alteration Addendum.

Encroachment 1 – WH1 (Class II) is an existing water drafting site located along a section of upper Bear Creek that flows directly into the adjacent Class I water course. There is an existing rock pad for water drafting at this site.

Encroachment 2 – WH2 (Class II) is also an existing water drafting site located along Bear Creek and flows directly into the adjacent Class I portion of this stream.

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PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, existing fish or wildlife species that the project could substantially adversely affect include native trout, Cascades frog (*Rana cascadae*), (Fish and Game Code 45), and other species dependent upon 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 decrease of instream quality including elevation of critical cool summer water temperatures, excessive water removal at draft points, impeding the free up and/or downstream migration of fish and aquatic species in all life stages (Fish & Game Code 5901, and 5937) and reduction of dissolved oxygen content in stream waters that may have deleterious effects on fish and other aquatic species.

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, and all related notification materials and California Environmental Quality Act documents 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 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site, upon 48-hour notification, to verify compliance with the Agreement.
- 1.5 Notification of Commencement and Completion of Work. At least one week prior to the initiation of work, the Permittee shall contact CDFW Representative Steven Criss by Email at (steven.criss@wildlife.ca.gov) to disclose anticipated start date. Information shall also include Agreement number and THP number. CDFW has 24 hours from time of Permittee contact to respond. If the Permittee does not receive a response from CDFW at 24 hours from time of contact, the Permittee may initiate the work permitted by this Agreement.

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- 1.6 Project Accordance Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description provided here-in as Agreement No. 1600- 2020-0413-R1 and any descriptions of work provided in THP 2-20-00151-SHA "Stick Rock". Project will follow work procedures as stipulated for Drought Conditions on Page 51 of the THP document.

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

Species Evaluations & Timing of Work:

- Cascade Frog (*Rana cascadae*) - where habitat is present, and no greater than 14 days prior to water extraction, or watercourse crossing installation and removal, encroachments shall be evaluated for the presence of amphibian species, including Cascades frog, eggs, larva, or adults. Surveys shall consist of walking upstream and downstream from the encroachment point for 100 ft until all riffle/pool/run stream elements have been surveyed. Surveys shall be conducted by someone familiar in amphibian identification. If Cascades frog are found to be present, all crossing work shall be delayed until the Permittee contacts a CDFW Timber representative to implement appropriate protection measures.
- Timing for Work on Watercourses; All work on the stream banks or within the stream channel shall be confined to periods of low or no water flow between June 15 and October 15 for Class I watercourses and May 1 and October 15 for Class II and III watercourses. Exceptions to project timing are as follows: work may be conducted in or near the stream outside of the aforementioned work periods, provided adherence to all conditions in this Agreement and a) – g) below;
 - a) The Permittee shall obtain written approval (e.g., email) from CDFW prior to the commencement of work activities.
 - b) The Permittee shall complete any unfinished encroachment work, including erosion control measures, within 24 hours of CDFW directing the Permittee to do so.
 - c) Prior to any ground disturbing work at a project site, the Permittee shall stock-pile erosion control materials and have available to administer. All bare mineral soil exposed in conjunction with crossing construction, deconstruction, maintenance or repair, or removal shall be treated for erosion immediately upon completion of work on the crossing, and prior to the onset of precipitation capable of generating runoff. Erosion control shall consist of at least 1 to 2 inches weed-free straw mulch with greater than 90% coverage. In addition to mulching, seeds may be applied. If used,

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seeds shall be native or regionally appropriate plants, 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. No annual (Italian) ryegrass [*Festuca perennis* (= *Lolium multiflorum*)] shall be used. Seeding shall be at a rate of 100 lbs./acre equivalent barley seed to ensure establishment.

- d) Use of newly constructed crossings during the late season work period shall cease when precipitation is sufficient to generate overland flow off the road surface, or when use of the crossing is causing rutting of the road surface. Crossing use shall not resume until the roadbed is dry, defined as a road surface which is no wetter than that found during normal dust abatement watering treatments and is not rutting or pumping fines or causing a visible turbidity increase in the stream or water sources leading to the stream. Emergency access shall be allowed at any time to correct emergency road related problems and other emergency situations.
- e) Road construction leading directly into or out of a proposed stream crossing shall only be performed when soils are sufficiently dry so that sediment is not discharged into streams.
- f) All crossing installation or removal work shall be conducted in one day, if feasible. If equipment breakdowns prevent completion of installation or removal in one day, work shall be completed in the shortest period feasible.
- g) When the U.S. Weather Service forecast reports a "chance" (30% or more) of rain within 24 hours, and prior to weekend or other shutdown periods, the Permittee shall finish work underway at all encroachments prior to sunset and refrain from starting any new work at these encroachments prior to the rain event.

Removal of Obstructions; The Permittee may remove obstructions and sediment during the time periods specified if a substantial threat to a facility exists. The Permittee may remove obstructions and sediment at any time if the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail outside the time periods specified above.

GENERAL CONDITIONS for ALL ENCROACHMENTS

- 2.1 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.
- 2.2 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

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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.

- 2.3 Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place within WLPZs 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 WLPZs 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.
- 2.4 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.
- 2.5 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings of, 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 be 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.
- 2.6 Encroachments shall be constructed, deconstructed, decommissioned/abandoned, and maintained in a manner that minimizes to the extent feasible headcutting or downcutting of the stream channel by installing grade control such as riprap, woody debris, or through other effective measures.
- 2.7 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. If stream habitat structures are removed to construct a crossing, the Permittee shall restore or replace them in equal quantities upstream, downstream, or offsite.
- 2.8 Soils adjacent to the stream channel that are exposed by project operations shall be adequately stabilized when rainfall is reasonably expected during construction, and immediately upon completion of construction, to prevent the mobilization of such sediment into the stream channels or adjacent wetlands. U.S. Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.9 Approaches to all encroachments shall be treated to minimize the generation and direct transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches.
- 2.10 Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the

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turbidity/siltation, shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.

- 2.11 The disturbed portions of any stream channel and adjacent areas shall be restored to as near their original condition as possible. Crossings shall emulate the natural streambed elevation, substrate and flow velocity to the extent feasible.

CONDITIONS FOR TEMPORARY CROSSINGS

- 2.12 Temporary crossings shall not restrict the flow of the live stream at the time of installation, during use, or upon crossing removal.
- 2.13 At all temporary crossings, logs, green slash, tops and/or straw bales shall be used as fill instead of earthen material to the maximum extent feasible.
- 2.14 During temporary crossing deconstruction and removal activities, when stream crossings, stream channels, and fills are excavated, all materials shall be excavated down to the original stream channel and outwards, horizontally, as wide as or wider than the natural channel to form a channel as close as feasible to the natural streamgrade and alignment.
- 2.15 The Permittee shall restore or replace habitat structures (boulders and large woody debris) removed during temporary crossing installation in equal quantities after removing the crossing.

CONDITIONS FOR WATER DRAFTING

- 2.16 All water extraction activities shall adhere to conditions provided by the water drafting plan in the approved THP 2-20-00151-SIS "*Stick Rock*" on page 51 of the document.

CONTACT INFORMATION

Any written communication that the Permittee or CDFW submits to the other shall be delivered to the address below:

To Permittee:

ATTN: Wes Solus - wsolus@campbellglobal.com
Campbell Global LLC
P.O. Box 1540
McCloud, CA 96057

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To CDFW:

California Department of Fish and Wildlife
Northern Region Timberland Conservation Program
R1CInlandTimber@wildlife.ca.gov
601 Locust Street, Redding CA 96001

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

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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), 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 (<https://www.wildlife.ca.gov/Conservation/LSA/Forms>).

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 section 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)).

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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

This Agreement shall expire five (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 section 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 section 1602.

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CONCURRENCE

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

FOR PERMITEE

DocuSigned by:

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9/13/2022

Stephen Levesque
Director of Operations
Campbell Global, LLC
SLevesque@campbellglobal.com

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

D5EC513A6B5C4FC...

9/14/2022

Cary Japp
Senior Environmental Scientist Supervisor
Timberland Conservation Program
Department of Fish and Wildlife

Date

Prepared by: Steven Criss
Environmental Scientist -
TCP R1C

August 25, 2022

Exhibit 1. Map of Water Drafting sites within THP
 Stick Rock – Campbell
 Global

