

Notice of Determination

TO: Office of Planning and Research **FROM:** Department of Fish and Wildlife
Northern Region
1625 South Main Street
Yreka, CA 96097
Contact: Merissa Hanisko
Phone: (530) 841-2568

For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth Street
Sacramento, CA 95814

LEAD AGENCY (if different from above):
California Forestry and Fire Protection
6105 Airport Road
Redding, CA 96003
Contact: Jonathan Woessner
Phone: (530) 244-2438

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

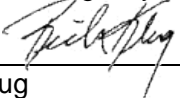
Project Title: Streambed Alteration Agreement No. 36289 "Digger Gulch" Timber Harvesting Plan (THP) 2-22-00130-TRI.

Project Location: The project is located on an unnamed tributary to Digger Gulch, Digger Gulch, tributary to Hayfork Creek, and Tule Creek tributary to Hayfork Creek in the Drinkwater Gulch (1106.250505 and Lower Tule Creek (1106.250504) Planning Watersheds, in the County of Trinity, State of California; Township 31N, Range 12W, sections 9 and 15; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle map Hayfork.

Project Description: The project is limited to three encroachments including use of an existing skid crossing of a Class III watercourse, replacement of one permanent vented rock ford crossing on a Class II watercourse, installation and removal of temporary culverts at an existing Class I watercourse crossing, as described on pages 43, 44, 50, 78, 79, 79.2, 79.3, 234, and shown on maps on pages 77.4, 77.5, and 233 of the Timber Harvesting Plan.

This is to advise that the Department of Fish and Wildlife (CDFW), acting as the lead agency / a **responsible agency** approved the above-described project on the date signed below and has made the following determinations regarding the above described project:

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** was prepared for this project pursuant to CEQA.
 3. Mitigation measures **were** / **were not** made a condition of DFW's approval of the project.
 4. A Statement of Overriding Considerations **was** / **was not** adopted by DFW for this project.
 5. Findings **were** / **were not** made by CDFW pursuant to Public Resources Code § 21081(a). The Department did, however, adopt findings to document its compliance with CEQA.
 6. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):
 - Payment is submitted with this notice.
 - A copy of a receipt showing prior payment is on file with CDFW.
 - A copy of the CEQA Filing Fee No Effect Determination Form signed by CDFW is attached to this notice.
- Lead Agency certification: CDFW, as Lead Agency, has made the final 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 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 CDFW office identified above.

Signed: 
Richard Klug
Senior Environmental Scientist (Supervisor)
Date Received for filing at OPR:

Date: 01/24/2023

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR
STREAMBED ALTERATION AGREEMENT No. 36289**

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 for which a Timber Harvesting Plan (THP) has been completed 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.

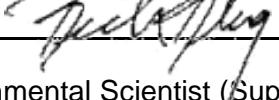
The THP/NTMP is a certified state regulatory program that provides a substitute document to a Negative Declaration or Environmental Impact Report, pursuant to Guidelines Sections 15251 and 15252. As the lead agency for the THP, the California Department of Forestry and Fire Protection (CALFIRE) certified the THP for the Project on January 3, 2023. The Department of Fish and Wildlife (CDFW) found that the Project will not result in significant environmental effects with the mitigation measures required in or incorporated into the Project.

CDFW is entering into Streambed Alteration Agreement (Agreement) **No. 36289** with **Mr. Eric Taft**. The project is located on an unnamed tributary to Digger Gulch, Digger Gulch, tributary to Hayfork Creek, and Tule Creek tributary to Hayfork Creek in the Drinkwater Gulch (1106.250505 and Lower Tule Creek (1106.250504) Planning Watersheds, in the County of Trinity, State of California; Township 31N, Range 12W, sections 9 and 15; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle map Hayfork.

Because CDFW is issuing the Agreement, it is a Responsible Agency under CEQA for the Project. As a CEQA Responsible Agency, CDFW is required by Guidelines Section 15096 to review the environmental document certified by the Lead Agency approving the projects or activities addressed in the Agreement and to make certain findings concerning a project's potential to 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 project activities addressed in such Agreements.

Findings

CDFW has considered the THP adopted by CALFIRE. 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 CALFIRE, as set forth in the THP insofar as they pertain to the Project's impacts on biological resources.

Signed: 
Richard Klug
Senior Environmental Scientist (Supervisor)
Northern Region

Date: 01/24/2023

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



STREAMBED ALTERATION AGREEMENT

NOTIFICATION No. 36289

Unnamed tributary to Digger Gulch, Digger Gulch, tributary to Hayfork Creek, and Tule Creek tributary to Hayfork Creek

3 Encroachments

MR. ERIC TAFT
THP 2-22-00130-TRI, "DIGGER GULCH"

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and James L. Able Forestry Consultants, Inc. (Permittee) as represented by Mr. Taft (Forester).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 6, 2022 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code 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 an unnamed tributary to Digger Gulch, Digger Gulch, tributary to Hayfork Creek, and Tule Creek tributary to Hayfork Creek in the Drinkwater Gulch (1106.250505 and Lower Tule Creek (1106.250504) Planning Watersheds, in the County of Trinity, State of California; Township 31N, Range 12W, sections 9 and 15; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle map Hayfork.

PROJECT DESCRIPTION

The project is limited to three encroachments including use of an existing skid crossing of a Class III watercourse, replacement of one permanent vented rock ford crossing on a Class II watercourse, installation and removal of temporary culverts at an existing Class I watercourse crossing, as described on pages 43, 44, 50, 78, 79, 79.2, 79.3, 234,

and shown on maps on pages 77.4, 77.5, and 233 of the Timber Harvesting Plan (THP). Following is a description of work proposed at each site:

- **DG4** (Class III, unnamed tributary to Digger Gulch, Township 31N, Range 12W, section 9): Use of an existing skid crossing. Crossing to be used when dry and reshaped after use.
- **DG6**: (Class II, Digger Gulch, Township 31N, Range 12W, section 9): Replacement of an existing 36-inch permanent culvert crossing with a permanent rock filled culvert crossing. The existing culvert will be re-used if undamaged, but if it cannot be reused, a 48-inch culvert shall be used instead. Culvert shall be installed to grade. Critical dip shall be placed over the culvert. Six-inch or greater rock shall be used for fill material, with clean durable rock used to cap the crossing. Outfall shall be armored with 2 feet or greater rock.
- **DG9.1**: (Class I, Tule Creek, Township 31N, Range 12W, section 15): If water is present at the time of use, installation of a temporary culvert crossing at an existing permanent low water crossing. Crossing will include installation and removal of two minimum 18-inch flex pipes to be bedded and overtopped with clean rock (average size 6 inches). Culverts shall be set to grade or reverse grade to allow ponding of water within culverts.

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, but is not limited to: coho salmon-southern Oregon/northern California Coast Evolutionarily Significant Unit (ESU) (*Oncorhynchus kisutch*, federal and state threatened), Chinook salmon-upper Klamath and Trinity Rivers ESU (*O. tshawytscha*, federal candidate and state threatened), steelhead-Klamath Mountains Province Distinct Population Segment *O. mykiss irideus*, state species of special concern), other fish, and other species dependent on aquatic and riparian habitats such as amphibians, reptiles, invertebrates, mammals, and birds.

The project could adversely affect the fish or wildlife resources identified above through 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, damage spawning and/or rearing habitats, 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, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) 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 24-hour notification to verify compliance with the Agreement.
- 1.5 Notification of Commencement and Completion of Work. At least two business days prior to the initiation of work at the sites listed in the Project Description, the Permittee shall contact CDFW representative Merissa Hanisko by email (merissa.hanisko@wildlife.ca.gov) to inform CDFW work is expected to commence. Information to be disclosed includes Agreement number, THP number, and the anticipated start date. CDFW has two full business days from time of Permittee contact to respond. If the Permittee does not receive a response from CDFW at two business days, as initiated by Permittee's time of contact, the Permittee may initiate the work permitted by this Agreement. The Permittee shall contact CDFW within thirty days of completion of the work.
- 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. 36289 and any descriptions of work provided in THP 2-22-00130-TRI "Digger Gulch" as approved on January 3, 2023.

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 Biological Survey on Class I Watercourse. If water is present at the time of watercourse crossing work, prior to crossing work (including installation and removal), in any year of operations, a biological survey shall be conducted at the crossing site and 100 feet upstream and downstream of the site. The survey shall be conducted no more than seven days prior to the work and shall consist of a snorkel survey of the stream and a visual scan of the stream from the bank. The survey shall be conducted by someone familiar with the identification of anadromous fish species. Results of the surveys shall be provided to CDFW prior to crossing work. If any life stage of anadromous fish is detected, the Permittee shall contact CDFW for a consultation and crossing work shall be delayed until the Permittee and CDFW develop any necessary protection measures.
- 2.2 Timing for Work on Class I, II, and III 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 through October 15** for Class II and III watercourses. Temporary crossings or structures installed during these times shall be removed prior to October 15, or within one week after the need for the crossing has ceased. 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, 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 road bed 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 completed in the shortest period feasible.
- g) When the National 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 encroachment prior to sunset and refrain from starting any new work at encroachment prior to the rain event.

2.3 Timing for Crossing Installation and Removal Work. 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.

2.4 Removal of Obstructions. If a substantial threat to a facility exists, removal of obstructions and sediment shall be limited to the time periods specified in measure 2.2. If the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail, the Permittee may remove obstructions and sediment at any time.

GENERAL CONDITIONS for ALL ENCROACHMENTS

2.5 The Digger Gulch THP (2-22-00130-TRI) does not include notification pursuant to Fish and Game Code Section 1600, et seq. for the diversion of water; therefore, this Agreement does not authorize substantial diversion of water during water drafting activities.

2.6 The Permittee shall ensure that bypass flows are maintained at all times during crossing work and upstream or downstream passage of fish and all aquatic species is assured at all times.

2.7 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.

- 2.8 Daily, all heavy equipment that will be operated within or adjacent to the stream channel shall be checked for, maintained, and cleaned of materials deleterious to aquatic life or riparian habitat 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.
- 2.9 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.
- 2.10 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.
- 2.11 When any activity is performed in or near a stream, absorbent materials designated for spill containment and clean-up shall be 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.
- 2.12 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.
- 2.13 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.
- 2.14 The disturbed portions of any stream channel and adjacent areas shall be restored to as near their original condition as possible. Crossing facilities shall emulate the natural streambed elevation, substrate and flow velocity to the extent feasible.

- 2.15 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations.
- 2.16 All non-merchantable LWD excavated during crossing construction, deconstruction or decommissioning shall be used on site for streambed and bank stabilization or erosion control. Woody debris shall not be incorporated into crossing fill.
- 2.17 Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high water mark before such flows occur or the end of the yearly work period, whichever comes first.
- 2.18 Erosion control measures shall be made available if encroachment work occurs when the National Weather Service forecast reports a "chance" (30% or more) of rain within 24 hours. The Permittee shall deploy erosion control measures prior to rainfall.
- 2.19 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. Permittee shall properly install and maintain sediment barriers (including but not limited to filter fabric fencing, fiber mats, weed-free 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.
- 2.20 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. National Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.21 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 with greater than 90% coverage. In addition to mulching, seeds may be applied. If used, 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.

- 2.22 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.
- 2.23 Road approaches and other work shall be left in a finished condition with all hydrologic connectivity from the road or ditch to the site eliminated as feasible and effective erosion control in place prior to any rainfall event capable of generating runoff. Effective erosion control shall extend away from the crossing to at least the first waterbreak.
- 2.24 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.

CONDITIONS for ROCK FILLED CULVERT CROSSINGS

- 2.25 For permanent encroachments when water is present during crossing installation and or removal:
 - a) Cofferdams shall be temporarily installed to divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. Mineral soil shall not be used in the construction of cofferdams. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Water routed around the work site shall re-enter the channel below the annual high-water mark. All temporary materials used to construct cofferdams shall be removed from the channel upon completion of encroachment construction.
 - b) Flowing water shall be cleanly bypassed and/or prevented from entering the work area through pumping or gravity flow, and cleanly returned to the stream below the work area. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and provides flows to downstream reaches. Flow bypass shall continue for the entire time that the work is being conducted (i.e., 24 hours a day).
 - c) The Permittee shall remove turbid water and sediment present in the work area prior to restoring water flow through the project site, and place in a location where they cannot directly enter the Waters of the State.

- d) Any fill material used for flow diversion shall only be clean material which shall cause no sediment discharge or siltation in the stream. Sediment discharge from excavation work at crossings shall be prohibited.
- 2.26 The Permittee shall ensure that all permanent crossing facilities accommodate the estimated 100-year flow including sediment load and debris without diverting and are installed in accordance with submitted plans and diagrams. The Permittee shall design, size, install and maintain permanent crossings to prevent washout and erosion of the streambed, streambanks, and fill. By the end of the work period each year, permanent crossings shall be left in a condition capable of passing seasonally high and/or flood flows, including bedload and debris, without diverting or substantially downcutting or headcutting.
- 2.27 Rock armor free of sediment and large enough to remain in place during 100-year flood flows shall be installed on the outer road bed fill, in the toe of the downstream fill, and upstream as needed to provide erosion control and maintain stream gradient following installation of the culvert.
- 2.28 The culvert shall extend lengthwise completely beyond the toe of fill and shall be aligned with the stream channel and as wide as or wider than the channel width. The culvert shall be placed with the bottom set at or slightly below the natural streambed elevation to the maximum extent feasible.
- 2.29 The Permittee shall direct the outfall of culverts towards and dissipated over large rock to preclude erosion.
- 2.30 The Permittee shall construct the rock filled culvert crossing to maintain surface flow and prevent watercourse flows from sieving through the crossing. Rock filled culvert crossings shall allow for unimpeded movement of aquatic species.
- 2.31 Clean durable rock shall be used to cap the running surface of the crossing.
- 2.32 Road approaches to new or re-constructed permanent crossings shall be constructed to minimize erosion and sediment delivery to the watercourse. Road approaches shall be armored to a minimum depth of 4 inches with durable compacted gravel, rock, or comparable material, from the edge of the watercourse out to 50 feet, or to the nearest water bar or point of hydrologic divide. The approaches shall be hydrologically disconnected to the maximum extent feasible and shall be maintained as necessary during use.
- 2.33 Sediment deposition in the stream channel at the inlet and outlet of the culvert shall be excavated and disposed of at a location and in a manner where sediment shall not enter into the waters of the State.

- 2.34 The Permittee shall ensure basins are not constructed and channels are not widened at the culvert inlets unless designed and approved as part of a waterhole facility.

CONDITIONS for TEMPORARY CROSSINGS

- 2.35 For Class I watercourses, temporary crossing fill shall only be composed of clean, durable, screened rock and a culvert or a combination of such rock and filter fabric. These materials shall cause no siltation.
- 2.36 All materials placed in the channel as part of the temporary crossing shall be removed, with exception of the rock, which may be incorporated into the existing crossing. Upon removal of the temporary crossing at the end of the yearly work the existing crossing shall be in a similar condition as it was prior to installation of the temporary crossing.
- 2.37 The Permittee shall remove structures and associated materials not designed to withstand high seasonal flows to areas above the high water mark before such flows occur.
- 2.38 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 stream grade and alignment.
- 2.39 The natural channel grade shall be determined by the Permittee by approximating a straight line through the crossing between the natural channel bottom upstream and downstream of the crossing.
- 2.40 The Permittee shall ensure the banks of the channel are laid back to a stable repose, generally at an angle less than that of adjacent, non-roadbed affected banks. Such slopes shall not be steeper than 1.5:1 (horizontal:vertical) unless armored with rip-rap or other effective means.
- 2.41 The Permittee shall place or construct barricades to effectively prevent access to the pulled crossing by standard-production four-wheel-drive passenger vehicles (excluding all-terrain vehicles).

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Eric Taft
James L. Able Forestry Consultants, Inc.
1410 Second Street
Eureka, CA 95501
etaft@ableforestry.com

To CDFW:

Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, California 96001
Attn: Lake and Streambed Alteration Program – Richard Klug
Notification #36289
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 complying with, or 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 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 and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

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 and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (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 and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the CEQA; and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

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 Fish and Game Code section 1605, subdivision (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 Fish and Game Code section 1602.

CONCURRENCE

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

FOR PERMITTEE

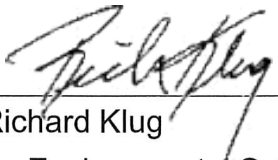


Mr. Eric Taft
James L. Able Forestry Consultants, Inc.

1/24/2023

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Mr. Richard Klug
Senior Environmental Scientist (Supervisor)

01/24/2023

Date

Prepared by: Merissa Hanisko
Environmental Scientist
January 23, 2023, revised on January 24, 2023