

Notification EPIMS 36947  
Streambed Alteration Agreement

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. EPIMS 36947  
Butte Creek  
1 Encroachment

JAD DICKSON  
2-22-00189-SIS, "SHINGLES THP"

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Jad Dickson (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 5, 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 Butte Creek, which drains into the Butte Valley, within the Upper Butte Creek Planning Watershed (1105.820303), in the County of Siskiyou, State of California; Township 42N, Range 02W, Section 02; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, West Haight Mtn, 2022.

## **PROJECT DESCRIPTION**

The project is limited to one encroachment including water drafting from one existing instream drafting site (Water Drafting Site 1) on Butte Creek, a Class I watercourse as described on page 39 of the Timber Harvesting Plan (THP).

- **Drafting Site WD1** (Class I, Butte Creek): Water drafting from an existing drafting site at Butte Creek Bridge.

## **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: Cascades frog (*Rana cascadae*) state candidate endangered, 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, 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 each facility listed in the Project Description, the Permittee shall contact CDFW representative Kim Backes by Email at ([kim.backes@wildlife.ca.gov](mailto:kim.backes@wildlife.ca.gov)) to facilitate monitoring. Information to be disclosed shall include Agreement number, Timber Harvesting Plan (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 submitted with Notification No. EPIMS 36947 and THP 2-22-00189-SIS "Shingles" as approved on January 10, 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 Species Evaluations on Class I Watercourses. Prior to any watercourse crossing work, water drafting site work, or water drafting, in any year of operations, surveys for Cascades frog (CAFR) shall be conducted by a qualified individual proficient in the identification of all life stages (i.e., egg, larval, juvenile, and adult) of the species and survey results shall be provided to CDFW. The survey shall occur immediately prior to initial placement of hose and screen for water drafting in any year of operations and no more than 14 days prior to crossing or drafting site work and shall consist of walking 100 feet above and below the watercourse crossing or drafting site location or until 3 riffle/pool/run stream elements have been surveyed, whichever distance is greater. The survey shall consist of walking along the watercourse and visually scanning in the water and on the banks. Any frog species encountered shall be recorded. If any life stage of CAFR is observed, all work including water drafting activities shall be delayed until the RPF consults with CDFW to develop appropriate protection measures.

## 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 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

## GENERAL CONDITIONS for ALL WATER DRAFTING OPERATIONS

- 2.7 Drafted water shall only be used for the purposes of dust abatement and road maintenance.
- 2.8 Drafting by more than one truck shall not occur simultaneously at the same site.

- 2.9 All water drafting vehicles should be checked daily and shall be repaired as necessary to prevent leaks of deleterious materials from entering the stream and WLPZ.
- 2.10 Where overflow run-off from water trucks or storage tanks may enter the stream, effective erosion control devices shall be installed such as water bars, gravel berms, or hay bales.
- 2.11 Road approaches and truck pads shall be treated as necessary to prevent sediment production and delivery to a stream or waterhole. 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. 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.
- 2.12 During water diversion pump intakes 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 impingement or entrainment of aquatic vertebrates during drafting operations.
- 2.13 Openings in the screens of Class I and Class II watercourse drafting intakes shall not exceed 3/32 inch diagonal for square openings or 1/16 inch in width for slotted openings or 3/32 inch diameter for round openings.
- 2.14 The velocity of water across the screen surface shall not exceed 0.33 feet per second at any point on the screen surface.
- 2.15 The diversion rate shall not exceed 350 gallons per minute.
- 2.16 The screen surface shall have at least 2.5 square feet of openings submerged in water.
- 2.17 When diverting water from any Class I stream, bypass flows shall be maintained that ensure continuous surface flow in downstream reaches to keep aquatic organisms in downstream reaches in good condition. Pool volume/stream flow shall be decreased by no more than 10% for Class I streams.
- 2.18 Drafting shall be prohibited when flows are less than 0.5 cubic feet per second.
- 2.19 Pump 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 Class I streams temporarily dammed to create a drafting pool shall provide passage for aquatic organisms in all life stages, generally by allowing water flow through rocks and limiting the dam height to one foot. Temporary dams shall be removed prior to October 15 each operating season.
- 2.21 When diverting water from any Class I stream, bypass flows shall be maintained that ensure continuous surface flow in downstream reaches to keep aquatic organisms in downstream reaches in good condition. The diversion rate shall not exceed 50 percent of the unimpeded flow rate.
- 2.22 The drafting operator shall keep a log that records, for each time water is drafted: the drafting location, date, total pumping time, pump rate, starting time, ending time, and volume diverted.
- 2.23 The Permittee shall ensure that drafting operations do not impair water flow and upstream or downstream passage of fish and all aquatic species is assured at all times.

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## **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:

Mr. Jad Dickson  
FWS Forestry Services, LLC  
1216 Fruit Growers Road  
Hilt, CA 96044  
jdickson@fwsforestry.com

### To CDFW:

Department of Fish and Wildlife  
Northern Region  
601 Locust Street  
Redding, CA 96001  
Attn: Lake and Streambed Alteration Program – Richard Klug  
Notification #EPIMS 36947  
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 California Environmental Quality Act (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 CDFW's signature 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.

## **EXHIBITS**

A map of the encroachment site is included as an exhibit to the Agreement and is incorporated herein by reference (Exhibit maps adapted from THP: 2-22-00189-SIS Shingles).

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

## **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**

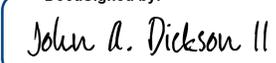
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

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## CONCURRENCE

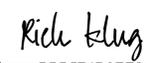
The undersigned accepts and agrees to comply with all provisions contained herein.

### FOR JAD DICKSON

DocuSigned by:  
  
740BFA987EE7487...  
\_\_\_\_\_  
Jad Dickson  
FWS Forestry Services, LLC

4/21/2023  
\_\_\_\_\_  
Date

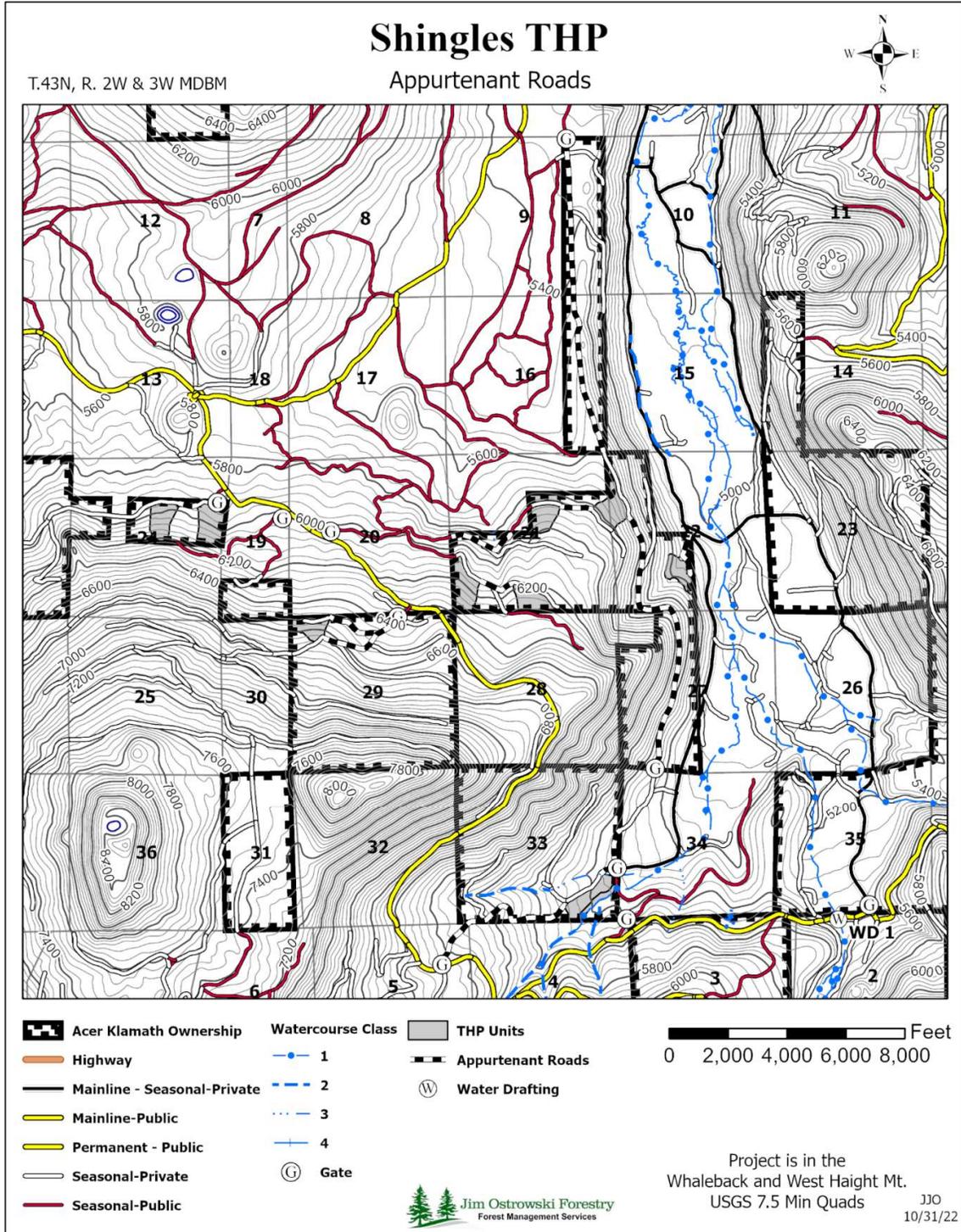
### FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:  
  
BBB574D8EE29405...  
\_\_\_\_\_  
Richard Klug  
Timberland Conservation Program Supervisor

4/24/2023  
\_\_\_\_\_  
Date

Prepared by: Kim Backes  
Environmental Scientist  
March 03, 2023

**EXHIBIT 1:**





State of California Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Region 1 – Northern  
601 Locust Street  
Redding, California 96001  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM** Governor  
**CHARLTON H. BONHAM** Director



March 3, 2023

Subject: Streambed Alteration Agreement  
Notification No. EPIMS 36947  
2-22-00189-SIS "Shingles THP"

Dear Jad Dickson,

The Department of Fish and Wildlife (Department) has determined that your project requires a Streambed Alteration Agreement (Agreement) because it could substantially adversely affect an existing fish or wildlife resource. Enclosed is a draft Agreement that includes measures the Department has determined are necessary to protect existing fish and wildlife resources.

Within 30 days of receipt of this draft Agreement, you must notify the Department in writing whether the measures to protect fish and wildlife resources are acceptable (Fish and Game Code section 1603). If you agree with the measures set forth in the draft Agreement, you or your authorized representative must return a signed electronic copy, emailed to me at [kim.backes@wildlife.ca.gov](mailto:kim.backes@wildlife.ca.gov) with the Agreement number in the subject line. Paper copies with wet signatures are no longer required due to the new EPIMS system.

If you disagree with any measures in the draft Agreement, please contact the Department staff identified below. In the event that mutual agreement is not reached, you may follow the dispute resolution process described in Fish and Game Code section 1603(a), Part III of the "Notification Instructions and Process." If you fail to respond in writing within 90 days of receiving the draft Agreement, the Department may withdraw the draft Agreement.

After you receive a final Agreement executed by the Department, you may begin the project the Agreement authorizes provided you have obtained all other necessary local, state, and federal permits or other authorizations.

If you have any questions regarding this letter, please contact Kim Backes at [kim.backes@wildlife.ca.gov](mailto:kim.backes@wildlife.ca.gov).

Sincerely,

Kim Backes  
Environmental Scientist  
Timber Conservation Planning