

Notification EPIMS 42025
Streambed Alteration Agreement

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



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. EPIMS 42025
unnamed tributaries to Browns Creek and East Fork Browns Creek,
Trinity County

4 Encroachments

APPLICANT: KEITH GREENWOOD
PROPERTY OWNER: SIERRA PACIFIC INDUSTRIES
ASSOCIATED TIMBER HARVESTING PLAN: 2-22-00184; BROWN DEER THP

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

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on 11/21/2022 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 approximately 12 miles south-southeast from the town of Douglas City on Browns Creek, Class I watercourse and on unnamed tributaries to East Fork Browns Creek, Class II watercourses, tributary to Browns Creek in Middleton Gulch Planning Watershed (1106.310103) and East Fork Browns Creek Planning Watershed (1106.310102) in the County of Trinity, State of California; Township 31N, Range 10W, Section 13; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, Hoosimbim Mountain and Township 31N, Range 9W, Section 32; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, Chanchelulla Peak.

PROJECT DESCRIPTION

The project is limited to four encroachments including water drafting at four water drafting sites identified and described on page 43 and page 57 of the Timber Harvesting Plan (for map locations, refer to THP 2-22-00184-TRI.)

- **Drafting Site WD1** (Class II): Water impoundment fed by small streams with 2-inch PVC pipe installed above the water impoundment.
- **Drafting Site WD2** (Class II): Water impoundment fed by small streams with 2-inch PVC pipe installed above the water impoundment.
- **Drafting Site WD3** (Class II): Water impoundment fed by small streams with 2-inch PVC pipe installed above the water impoundment.
- **Drafting Site WD4** (Class I, Browns Creek): Water drafting from a traditional drafting site.

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: Coho salmon-southern Oregon/northern California Evolutionary Significant Unit (ESU) (*Oncorhynchus kisutch*, federal and state threatened), Foothill yellow-legged frog, and Pacific tailed frog, steelhead-Klamath Mountains Province Winter Steelhead [(*Oncorhynchus mykiss*, Species of Special Concern (SSC)], chinook salmon-upper Klamath and Trinity Rivers Evolutionary Significant Unit (ESU) (*Oncorhynchus tshawytscha*, state threatened and federal candidate), 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 (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 EPIMS Notification No. 42025 and THP 2-22-00184-TRI "Brown Deer" as approved on July 21, 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 Timing for Work on Class I and II 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 watercourses. To request exceptions to project timing for water drafting the Permittee shall contact CDFW and obtain written approval (e.g., email) from CDFW prior to the commencement of water drafting activities. Water drafting can occur year round.

GENERAL CONDITIONS for ALL ENCROACHMENTS

- 2.2 The Brown Deer THP (2-22-00184-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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

- 2.7 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.
- 2.8 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.
- 2.9 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations.
- 2.10 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.
- 2.11 To maintain channel flow capacity and/or minimize bank erosion, sediment depositions in the stream channel above or below encroachments that have the potential to be washed downstream following work shall be excavated annually and disposed of in a location where they cannot enter into Waters of the State.

GENERAL CONDITIONS for ALL WATER DRAFTING OPERATIONS

- 2.12 Drafted water shall only be used for the purposes of dust abatement and road maintenance.
- 2.13 Drafting by more than one truck shall not occur simultaneously at the same site.
- 2.14 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.
- 2.15 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.
- 2.16 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.

- 2.17 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.
- 2.18 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.
- 2.19 Openings in the screens of Class I and Class II watercourse drafting intakes shall not exceed 1/16 inch in width for slotted or square openings or 3/32 inch diameter for round openings.
- 2.20 The velocity of water across the screen surface shall not exceed 0.3 feet per second at any point on the screen surface.
- 2.21 The diversion rate shall not exceed 350 gallons per minute.
- 2.22 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.
- 2.23 Class I and II 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.
- 2.24 When diverting water from any Class I or II stream, bypass flows shall be maintained that ensure continuous surface flow in downstream reaches to keep aquatic organisms in downstream reaches in good condition.
- 2.25 The following additional measures shall apply to all active Class II pond drafting sites:
 - A) Where ponds are overflowing prior to drafting, the pre-existing level of outflow shall be re-established prior to the next drafting activity.
 - B) Benchmarks shall be placed in the pond to represent the 50% draw-down thresholds of pool width, depth, and volume, with the purpose of indicating to

Notification EPIMS 42025
Streambed Alteration Agreement
Page 7 of 14

the pump truck operator and inspectors when to terminate water diversions.
Benchmarks shall be maintained as necessary while actively drafting

C) New and existing pond bottom and bank excavation/enlargement activities shall occur only after August 15 and prior to October 15 to minimize impacts to aquatic species.

2.26 At the end of drafting operations, and prior to October 15 of each drafting season, intake screens shall be removed and drafting pipes plugged, capped, or otherwise blocked (i.e. with a valve shut-off) or removed from the active channel.

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:

Keith Greenwood
P.O. Box 478
Weaverville, CA 96093-0478
kgreenwood@spi-ind.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 42025
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).

Notification EPIMS 42025
Streambed Alteration Agreement
Page 10 of 14

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 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.

EXHIBITS

Maps of the encroachment sites is included as an exhibit to the Agreement and is incorporated herein by reference (Exhibit maps adapted from THP: 2-22-00184-TRI)

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

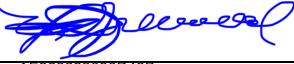
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

Notification EPIMS 42025
Streambed Alteration Agreement
Page 11 of 14

CONCURRENCE

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

FOR PERMITTEE

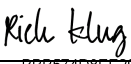
DocuSigned by:


AE383293090D49B...
Keith Greenwood
Sierra Pacific Industries

8/2/2023

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:


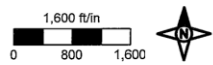
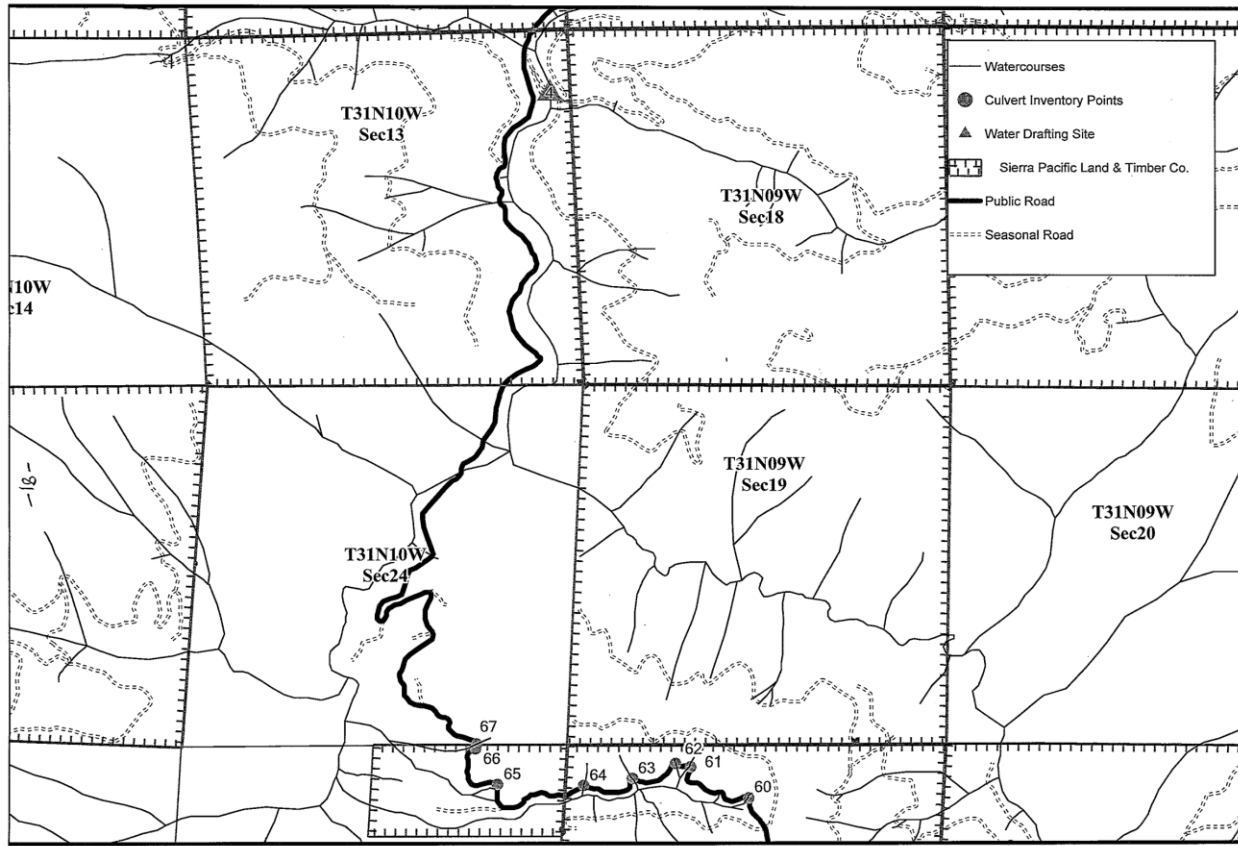
BBB574D8EE29405...
Richard Klug
Timberland Conservation Program Supervisor

8/2/2023

Date

Prepared by: Kim Backes
Environmental Scientist
August 2, 2023

EXHIBIT 1:

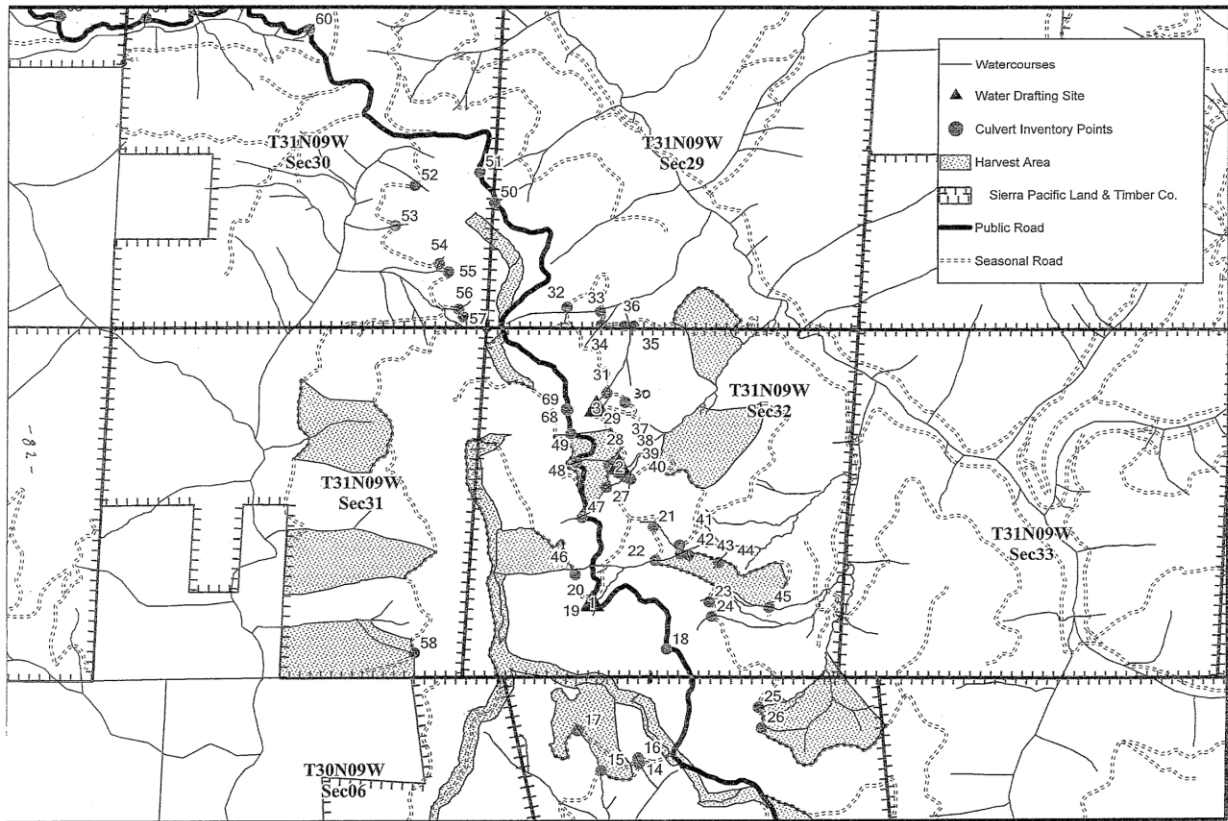


Brown Deer THP
Drafting & Culvert Inventory Map
Map 1 of 3

This map is a copyrighted document; it may not be copied, republished or used in any other work without the express written permission of Sierra Pacific Industries (the copyright holder).



EXHIBIT 2:



Brown Deer THP
Drafting & Culvert Inventory Map
Map 2 of 3

This map is a copyrighted document; it may not be copied, republished or used in any other work without the express written permission of Sierra Pacific Industries (the copyright holder).



Notification EPIMS 42025
Streambed Alteration Agreement
Page 14 of 14

Notice of Determination

TO: Office of Planning and Research **FROM:** Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Contact: Kim Backes
kim.backes@wildlife.ca.gov

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: Jon Woessner
Phone: (530) 224-2438

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

Project Title: Streambed Alteration Agreement EPIMS No. 42025 for 2-22-00184-TRI Brown Deer.

Project Location: The project is located approximately 12 miles south-southeast from the town of Douglas City on Browns Creek, Class I watercourse and unnamed tributaries to East Fork Browns Creek, tributary to Browns Creek in the County of Trinity, State of California; Township 31N, Range 10W, Section 13; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, Hoosimbim Mountain and Township 31N, Range 9W, Section 32; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, Chanchelulla Peak.

Project Description: The project is described in Brown Deer THP 2-22-00184-TRI and is limited to 4 encroachments including WD4 on an existing water drafting site on a Class I watercourse and WD1-WD3 from impoundments fed by trickling streams on Class II watercourses, as described on page 57 and shown on map pages 81 and 82 of the Timber Harvest Plan (THP).

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.

DocuSigned by:

Rich Klug

Signed: _____

BBB574D8EE29405...

Rich Klug

Senior Environmental Scientist

Northern Region

Date: 8/2/2023

Date Received for filing at OPR:

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR
STREAMBED ALTERATION AGREEMENT EPIMS No. 42025 Brown Deer THP**

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 Harvest 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 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 July 21, 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 a Streambed Alteration Agreement (Agreement) **No. 42025** with **Mr. Keith Greenwood**. The project is located approximately 12 miles south-southeast from the town of Douglas City on Browns Creek, Class I watercourse and unnamed tributaries to East Fork Browns Creek, tributary to Browns Creek in the County of Trinity, State of California; Township 31N, Range 10W, Section 13; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, Hoosimbim Mountain and Township 31N, Range 9W, Section 32; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangle, Chanchelulla Peak.

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: _____

Rich Klug

Date: 8/2/2023

Rich Klug
Senior Environmental Scientist
Northern Region