

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

NORTHERN REGION
601 LOCUST STREET
REDDING, CA, 96001



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 46877

Stoney Creek, Haylock Gulch, and unnamed tributaries to Posey and Whitney Gulches

4 Encroachments

MR. KEITH GREENWOOD

THP 2-23-00153-TRI, "MINERSVILLE"

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Sierra Pacific Industries (SPI) (Permittee) as represented by Mr. Greenwood (Forester).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on October 26, 2023 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 Stoney Creek, Haylock Gulch, and unnamed tributaries to Posey and Whitney Gulches in the Buckeye Creek (1106.401003) and Stoney Creek (1106.400907) Planning Watersheds, in the County of Trinity, State of California; Township 34N, Range 08W sections 17 and 29, Township 34N, Range 09W section 11, and Township 35N, Range 09W section 23; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle maps Covington Mills and Trinity Dam.

PROJECT DESCRIPTION

The project is limited to four encroachments including water drafting from four water drafting sites as identified and described in this Agreement and on pages 42, 43, and 55 of the Timber Harvesting Plan (THP) and as shown on pages 77 through 80 of the THP.

- W1 (Class II): Water drafting from an existing in stream water drafting site located upstream of a culvert inlet. Bypass flows shall be maintained during water drafting by placing the inlet of a ¾ inch or larger plastic pipe upstream of the drafting site and placing the outlet of the plastic pipe in or through the existing CMP located downstream of the drafting site.
- W2 (Class II): Water drafting from an existing in stream water drafting site located upstream of a culvert inlet. Bypass flows shall be maintained during water drafting by placing the inlet of a ¾ inch or larger plastic pipe upstream of the drafting site and placing the outlet of the plastic pipe in or through the existing CMP located downstream of the drafting site.
- W3 (Class I): Water drafting from an existing in stream water drafting site.
- W4 (Class II): Water drafting from an in stream water drafting site that is planned for construction in association with THP 2-23-00101-TRI and Agreement Number 45364. Construction of the drafting site is not included in this Agreement. Bypass flows shall be maintained during water drafting by placing the inlet of a ¾ inch or larger plastic pipe upstream of the drafting site and placing the outlet of the plastic pipe in or through the existing CMP located downstream of the 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: Cascades frog (*Rana cascadae*) state Candidate, and other species dependent on aquatic and riparian habitats such as fish (Fish and Game Code 45), reptiles, mammals, birds, and non-aquatic invertebrates.

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 phone (530-841-2568), or 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. 46877 and any descriptions of work provided in THP 2-23-00153-TRI "Minersville" as approved on January 31, 2024.

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 at Drafting Site W3. At water drafting site W3, prior to the initiation of water drafting each season drafting occurs, a visual encounter survey (VES) for Cascades frog (CAFR) shall be completed. The VES shall be conducted

when conditions are biologically appropriate for detecting CAFR and shall be completed no more than 14 days prior to the commencement of water drafting at the survey site. The inspection shall consist of walking at least 100 feet upstream and downstream of the site and visually scanning the water and on the banks. All *Rana* species detected during the survey shall be recorded. The results of visual encounter surveys shall be provided to CDFW by email (R1BInland.Timber@wildlife.ca.gov) prior to operations in survey areas. If any life stage (i.e., egg, larval, or adult) of CAFR is observed during surveys or at any time during drafting operations at W3, drafting at W3 shall cease until the RPF consults with CDFW to develop site-specific protection measures.

GENERAL CONDITIONS for ALL ENCROACHMENTS

- 2.2 The Permittee shall ensure that water flow at encroachment sites is not impaired and upstream or downstream passage of fish and all aquatic species is assured at all times.
- 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 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.
- 2.5 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 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.
- 2.12 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.
- 2.13 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.

GENERAL CONDITIONS for ALL WATER DRAFTING OPERATIONS

- 2.14 Drafted water shall only be used for the purposes of dust abatement; road maintenance; and stream crossing or road construction.
- 2.15 Drafting by more than one truck shall not occur simultaneously at the same site.

- 2.16 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.
- 2.17 Where overflow run-off from water trucks may enter the stream, effective erosion control devices shall be installed such as water bars, gravel berms, or hay bales.
- 2.18 Road approaches and truck pads shall be treated as necessary to prevent sediment production and delivery to a stream or waterhole. 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.
- 2.19 During water diversion pump intakes and the inlet of the PVC pipe shall be fitted with screen made of woven mesh, perforated plate, wedge wire, or other durable fabric. The screen medium on diversion pump intakes 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.
- 2.20 Openings in the screens of Class I watercourse drafting intakes shall not exceed 1/16 inch in width for slotted or square openings or 3/32 inches diameter for round openings.
- 2.21 For Class I watercourses, the velocity of water across the screen surface shall not exceed 0.3 feet per second at any point on the screen surface.
- 2.22 For Class I watercourses, the screen surface shall have at least 2.5 square feet of openings submerged in water.
- 2.23 Openings in the screens of Class II watercourse drafting intakes and the inlet of the PVC pipes used for passive bypass flow shall not exceed 1/8 inch in width for slotted or square openings or 3/32 inches diameter for round openings.
- 2.24 The diversion rate shall not exceed 200 gallons per minute.
- 2.25 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.
- 2.26 When diverting water from any Class I stream, bypass flows in the source stream during drafting shall be at least 2 cubic feet per second; the diversion rate shall not exceed 10 percent of the surface flow; and pool volume reduction shall not exceed 10 percent.

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- 2.27 When diverting water from any Class 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.
- 2.28 At the end of drafting operations, and prior to October 15 of each drafting season, intakes 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
Sierra Pacific Industries
P.O. Box 478
Weaverville, CA 96093
kgreenwood@spi-ind.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 #46877
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

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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).

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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

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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

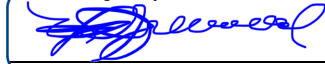
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

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CONCURRENCE

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

FOR PERMITTEE


DocuSigned by:


AE383293090D49B...
Mr. Keith Greenwood
Sierra Pacific Industries

3/8/2024

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:


BBB574D6EE29405...
Mr. Richard Klug
Senior Environmental Scientist (Supervisor)

3/11/2024

Date

Prepared by: Merissa Hanisko
Environmental Scientist
January 23, 2024, revised February 12, 2024 to include THP approval date

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. 46877 "Minersville" Timber Harvesting Plan (THP) 2-23-00153-TRI.

Project Location: The project is located on Stoney Creek, Haylock Gulch, and unnamed tributaries to Posey and Whitney Gulches in the Buckeye Creek (1106.401003) and Stoney Creek (1106.400907) Planning Watersheds, in the County of Trinity, State of California; Township 34N, Range 08W sections 17 and 29, Township 34N, Range 09W section 11, and Township 35N, Range 09W section 23; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle maps Covington Mills and Trinity Dam.

Project Description: The project is limited to four encroachments including water drafting from four water drafting sites as identified and described in Streambed Alteration Agreement No. 46877 and on pages 42, 43, and 55 of the THP and as shown on pages 77 through 80 of the 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.

Signed: Richard Klug
BBB574D8EE29405...

Date: 3/8/2024

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

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR
STREAMBED ALTERATION AGREEMENT No. 46877**

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 31, 2024. 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. 46877** with **Mr. Keith Greenwood**. The project is located on Stoney Creek, Haylock Gulch, and unnamed tributaries to Posey and Whitney Gulches in the Buckeye Creek (1106.401003) and Stoney Creek (1106.400907) Planning Watersheds, in the County of Trinity, State of California; Township 34N, Range 08W sections 17 and 29, Township 34N, Range 09W section 11, and Township 35N, Range 09W section 23; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle maps Covington Mills and Trinity Dam.

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.

DocuSigned by:

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

Date: 3/8/2024