

Notice of Determination

TO: Office of Planning and Research

FROM: California Department of Fish and Wildlife
1455 Sandy Prairie Ct, Suite J
Fortuna, CA 95540
Contact: Scott Monday
Phone: (707) 499-1101

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 Department of Fish and Wildlife
830 S Street
Sacramento, CA 95814-7023
Contact: Dylan Inskeep
Phone: (916) 327-8658

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

State Clearinghouse Number: 2017112068

Project Title: **Lake and Streambed Alteration Agreement No. 1600-2019-0427-R1 Coulborn and Sebbas Creeks Sediment Reduction and Salmonid Habitat Enhancement.**

Project Location: **Located at Coulborn Creek and Sebbas Creek, in the County of Mendocino, State of California: 39.9774/-123.8972.**

Project Description: The Grantee will reduce sediment delivery and improve water quality for all life stages of salmonids in Indian Creek by preventing the delivery of approximately 5,129 yd³ of sediment from road-related sediment delivery features to Coulborn and Sebbas Creeks including, upgrading 17 features on 1.9 miles of road and decommissioning 38 features on 3.5 miles of road (a total of 55 features on 5.4 miles of road).

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 CDFW’s approval of the project.
4. A Statement of Overriding Considerations **was** / **was not** adopted by CDFW for this project.
5. Findings **were** / **were not** made by CDFW pursuant to Public Resources Code § 21081(a). CDFW did, however, adopt findings to document its compliance with CEQA.
6. Compliance with the environmental filing fee requirement at Fish and Wildlife 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.
 - Payment is not required when CDFW is Lead Agency.

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 record of decision is available at the CDFW office identified above.

Signed: 
Trevor Tollefson
Senior Environmental Scientist (Super)
Date Received for filing at OPR:

Governor's Office of Planning & Research

June 3, 2019

STATE CLEARINGHOUSE

Date: 5/30/19

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CEQA FINDINGS FOR THE
AGREEMENT REGARDING PROPOSED LAKE OR STREAMBED
ALTERATION NO. 1600-2019-0427-R1

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 mitigated negative declaration (MND) has been completed that identifies one or more significant effects, unless such an 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.

As the lead agency for the project, the California Department of Fish and Wildlife (CDFW) adopted the MND for the Project on **December 29, 2017**. 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 issuing a Lake or Streambed Alteration Agreement (Agreement) to the project applicant, **Mr. Richard Sykes representing Mattole Salmon Group**. The project is located **at Coulborn and Sebbas Creeks, tributaries to Indian Creek, in the County of Mendocino, State of California; Sectiond 31, 35, 36; Township 05 South, Range 02 East, of the Bear Harbor 7.5 Minute U.S. Geological Survey (USGS) Quadrangle Map**.

Findings

CDFW has considered the MND adopted for the project and has concluded that the Agreement should be issued under the terms and conditions specified therein. On the basis of the record before CDFW, there is no substantial evidence that the project will have a significant effect on the environment. CDFW finds that the MND reflects CDFW's independent judgment and analysis. In this regard, CDFW hereby adopts the findings set forth in the MND insofar as they pertain to the Project's impacts on biological resources.

Signed:



Trevor Tollefson
Senior Environmental Scientist (Supervisor)
California Department Fish and Wildlife

Date:

5/30/19

Governor's Office of Planning & Research

June 3, 2019

STATE CLEARINGHOUSE

California Department of Fish and Wildlife

Northern Region
619 Second Street
Eureka, CA 95501



Streambed Alteration Agreement

Notification No. 1600-2018-0571-R1

Named and un-named tributaries of South Fork Big River and Boardman

Gulch

Mendocino County

15 Encroachments

Mr. Jesse Weaver, representing Mendocino Redwood Company, LLC

THP 1-18-101 MEN; “Bowman Gulch”

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mendocino Redwood Company, LLC (Permittee), as represented by Mr. Jesse Weaver.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on 9/20/2018 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The activities to be completed according to the Agreement are located approximately 4 miles east of Comptche in Mendocino County on named and un-named tributaries of South Fork Big River and Boardman Gulch. The project is located in Section(s) 2, 11, 12, 13, and 14 Township 16N, Range 15W; Mt. Diablo Base and Meridian, in the Comptche, and Grenough Ridge U.S. Geological Survey 7.5-minute quadrangle(s).

PROJECT DESCRIPTION

The project proposes to crossing modifications in Class II and Class III watercourses, temporary installation of an earthen ramp to a water drafting site in a Class I watercourse, and water drafting from Class I watercourses (see Table 1 for encroachment details and Table 2 for water diversion details).

Table 1: Lake and Streambed Alteration Agreement 1600-2018-0571-R1 encroachment details for 1-18-101 MEN “Bowman Gulch”

Map Point	Watercourse Classification	Road Classification	Road Type	Encroachment Description
C4	II	Permanent	Existing	Upgrade erosion control
C5	II	Permanent	Existing	Upgrade erosion control
C6	II-L	Permanent	Existing	Install vented rocked ford
C19	III	Permanent	Existing	Replace culvert
C10	II	Seasonal	Existing	Upgrade erosion control
C12	III	Permanent	Existing	Install culvert
D1	II	Deactivated	Existing	Re-establish channel
D2	II	Deactivated	Existing	Re-establish channel
D3	III	Deactivated	Existing	Re-establish channel
R2	I	New	Temporary	Temporary Road ^A

^A See measure 2.18 and the design diagram for proposed construction and foothill yellow-legged frog exclusion fencing and protection measures.

Table 2: Lake and Streambed Alteration Agreement 1600-2018-0571-R1 Class I watercourse water diversion details

Diversion Site ID	Diversion Type
D1 (WD1)	Direct to water truck
D2 (WD2)	Direct to water truck
D3 (WD3)	Pumped to Tank
D4 (WD4)	Direct to water truck
D5 (WD5)	Direct to water truck

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: coho salmon (*Oncorhynchus kisutch*), Chinook salmon (*O. tshawytscha*), steelhead (*O. mykiss*), other fish, foothill yellow-legged frog (*Rana boylei*), other amphibians, reptiles, aquatic invertebrates, mammals, birds, and plants.

The adverse effects the project could have on the fish or wildlife resources identified above include: direct and/or incidental take, impede up- and/or down-stream migration of aquatic species, damage to spawning and/or rearing habitats and potential cumulative impacts.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures: Permittee shall meet each administrative requirement described below.
 - 1.1 Documentation at Project Site. Permittee shall make the Agreement, and any extensions and amendments to the Agreement, 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 Minor Language Changes. CDFW reserves the right to authorize minor language revisions to this Agreement provided both CDFW and the Responsible Party concur with minor language changes and both initial and date changes on the respective documents belonging to both the Responsible Party and CDFW.
 - 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
 - 1.6 Notice of Beginning Work. The Permittee shall contact CDFW within the 7-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, Timber Harvesting Plan (THP) number, and the anticipated start date.
 - 1.7 Notice of Work Completion. The Permittee shall contact CDFW within thirty days of completion of the work permitted by this Agreement. Information to be disclosed shall include Agreement number and THP number.
 - 1.8 Amendment of Agreement into THP. Before any work covered by this Agreement is undertaken, this Agreement shall be amended into and made enforceable as part of the THP.

- 1.9 Regional Water Quality Control Board (RWQCB) Reports: All RWQCB reports, relating to sites permitted under this LSA, shall be sent to CDFW via email at the time they are submitted to the RWQCB. This includes annual work plans, erosion control point summaries and discharge notifications.
- 1.10 Emergency Road work: Permittee may remove obstructions and sediment at any time if the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail outside the time periods specified above. If heavy equipment is used, please notify CDFW within 14 days after completing activity using the emergency work form (<https://www.wildlife.ca.gov/Conservation/LSA/Forms>).
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.
 - 2.1 Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description submitted with Notification No. 1600-2018-0571-R1 and THP 1-18-101 MEN, as revised as of November 5, 2018.
 - 2.2 The usual June 1 through October 15 work period is extended as follows: Work may be conducted in or near the stream during the late season work period (October 15 through November 15), for Class III watercourses — April 15 to June 1, if the channel is dry until the cumulative precipitation threshold is met, provided adherence to all conditions in this Agreement and a) – f) below.
 - a) The Permittee shall complete any unfinished encroachment work, including erosion control measures, within 24 hours of CDFW directing the Permittee to do so.
 - b) Prior to any work at a site, the Permittee shall stock-pile erosion control materials at the site. 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 2 to 4 inches straw mulch with greater than 90% coverage and, if seed is used, seeding shall be at a rate of 100 lbs/acre equivalent barley seed. Annual (Italian) ryegrass (*Festuca perennis*) shall not be used.
 - c) 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.
 - d) 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.
 - e) All crossing installation or removal work at a given site shall be conducted in one day. If equipment breakdowns prevent completion of installation or removal in one day, work

shall be completed in the shortest period feasible.

- f) When a 7-day National Weather Service forecast of rain includes a minimum of 5 consecutive days with any chance of precipitation, 3 consecutive days with a 30% or greater chance of precipitation, or 2 consecutive days of 50% or greater chance of precipitation, the Permittee shall finish work underway at encroachment and refrain from starting any new work at encroachment prior to the rain event.

GENERAL CONDITIONS FOR ALL ENCROACHMENTS

2.3 In Class II and/or Class III watercourses, equipment shall not operate in a flowing stream or wetted channel 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. Equipment shall not operate in a Class I watercourse when water is present unless site specifically provided for in this Agreement.

- g) Where flowing water is present during operations:
 - i. Cofferdams shall be installed to divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Mineral soil shall not be used in the construction of cofferdams.
 - ii. 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.
 - iii. The Permittee shall remove any turbid water and sediment present in the work area prior to restoring water flow through the project site, and place them in a location where they cannot enter the Waters of the State.

2.4 Foothill Yellow-legged Frog Protection Measures:

- a. Watercourse crossing construction/reconstruction shall not occur at road work points, where free water is present in the watercourse, unless a visual encounter survey is conducted for all life-stages of FYLF by a qualified individual (knowledgeable with all life stages of FYLF (and similar species) for three pool/riffle/run segments (and not less than 100 feet) above and below the watercourse crossing, and no more than two weeks prior to crossing construction/reconstruction work at such sites.
- b. Visual encounter surveys shall consist of walking the entire survey reach and visually scanning in the water and on the banks. Any frog species encountered shall be recorded.
- c. All operations occurring at Map Point R2/D5 shall follow site specific protection measures under 2.18.
- d. If FYLF are present (except at Map Point R2), operations at these locations shall not occur unless consultation with CDFW is completed to develop site-specific mitigation measures to amend into the THP, or the Timberland owner receives an Incidental Take Permit for FYLF.

- 2.5 Fill material, native or otherwise, shall not be placed within a stream except as specified in this Agreement. Any fill material used in the stream shall be placed and/or removed in such a manner that it shall not discharge sediment or cause siltation in the stream.
- 2.6 All heavy equipment that will be entering the 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.
- 2.7 Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams. Where needed, the Permittee shall use native vegetation or other treatments including jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.
- 2.8 All bare mineral soil outside of the stream channel exposed in conjunction with drafting 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. Treatment shall include the seeding and mulching of all bare mineral soil with at least 2 inches straw mulch and native plants or regionally appropriate seeds, or 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. Annual (Italian) ryegrass (*Festuca perennis*) shall not be used.
- 2.9 Encroachments and associated approaches, structures, fills, and other exposed soils shall be armored as needed to protect the stream channel and banks from erosion. Armoring shall be comprised of rock riprap, large woody debris (LWD), or other non-polluting materials and shall be constructed to remain in place during periods of high flow events.
- 2.10 Encroachments shall be constructed, deconstructed, 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.
- 2.11 Road approaches to all encroachments shall be treated to eliminate the generation and transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches. 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.
- 2.12 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Any trees felled in encroachment road approaches pursuant to this condition shall be left on site as large wood.
- 2.13 All LWD excavated during crossing construction or deconstruction shall be used on site for streambed and bank stabilization or erosion control. LWD shall be sufficiently anchored or keyed-in to resist movement during high flows and placed in a manner that prevents undercutting of streambanks.

- 2.14 The Permittee shall provide site maintenance including, but not limited to, re-applying erosion control to minimize surface erosion and ensure streambeds and banks remain sufficiently armored and/or stable at the encroachment.
- 2.15 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.
- 2.16 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.
- 2.17 Debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall not be allowed to enter into or be placed where it may be washed by rainfall or runoff into Waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. Rubbish shall not be deposited within 150 feet of the high water mark of any stream.
- 2.18 MAP POINT R2/WATER DRAFTING SITE D5:
 - a) During the installation and removal of the D5 water drafting site access ramp:
 - i. Prior to any and all equipment use, excavations, and/or activity below the seasonal road, the entirety of the worksite, the exclusion fence (if installed) and 100 feet upstream and downstream shall be surveyed immediately before the start of activity on any and every day prior to the complete installation of properly functioning exclusion fence and/or earth moving activity is to occur at Map Point R2.
 - ii. If foothill yellow-legged frog are present within the worksite, all activity at the site shall immediately cease and CDFW shall be contacted. The Permittee may propose site specific measures that the Permittee shall use to avoid take, or consult with CDFW to obtain an Incidental Take Permit. Activity at the site shall not resume until CDFW has provided written approval of the proposed avoidance measures or issued an ITP.
 - iii. If foothill yellow-legged frog are present within 100 feet, but outside the worksite, no activity shall occur without a biological monitor present continuously on site to watch for foothill yellow-legged frog movements into the work area until the exclusion fence has been completely installed and is functioning properly.
 - iv. If foothill yellow-legged frog are found on the outside surface of the exclusion fence, CDFW shall be notified within 36 hours of each detection, and activity may continue.
 - v. If inspection of the exclusion fence indicates that foothill yellow-legged frog may enter the excluded area, activity at the site shall halt until the exclusion fence is

repaired or replaced, and the entire site has been re-inspected per 2.18.a)i–iii.

b) During the use of the ramp for water drafting activities (D5):

- i. Prior to any vehicular use of the ramp, a visual inspection of the water drafting site (temporary road, area confined within the exclusion fence, and the exclusion fence interior and exterior surfaces) shall occur. The inspection shall include an assessment of the condition of the exclusion fence.
- ii. If foothill yellow-legged frog are present within the water drafting site, all activity at the site shall cease immediately, and CDFW shall be contacted. The Permittee may propose site specific measures that the Permittee shall use to avoid take, or consult with CDFW to obtain an Incidental Take Permit. Activity at the site shall not resume until CDFW has provided written approval of the proposed avoidance measures or issued an ITP.
- iii. If foothill yellow-legged frog are found on the outside surface of the exclusion fence, CDFW shall be notified within 36 hours of each detection, and activity may continue.
- iv. If an inspection of the condition of the exclusion fence indicates that foothill yellow-legged frog may enter the excluded area, activity at the site shall halt until the entire site has been re-inspected per 2.18.a)i–iii.
- v. The equipment used to draft water shall not allow the movement of foothill yellow-legged frog into the work site.

c) Exclusion fencing specifications:

- i. Exclusion fencing shall be properly installed, both trenched in and vertically stout.
- ii. Exclusion fencing shall be no less than 3 feet in height.
- iii. The top few inches of the exclusion fencing shall be folded over and away from the worksite site.
- iv. The fencing material shall not be plastic monofilament netting or any other material that may entangle foothill yellow-legged frog.
- v. There shall be not holes, rips, tears, un-sealed seam, or any other opening along or below the exclusion fencing.
- vi. The exclusion fencing shall be inspected daily, and maintained regularly. If the exclusion fence appears damaged, re-inspect the site per 2.18. a)i–iii.
- vii. Permittee shall provide refuge opportunities such as natural cover objects (e.g. downed wood or leaf litter) along or outside the fence.
- viii. The permittee shall avoid damage to small mammal burrows to the maximum extent possible during installation of the exclusion fencing.

CONDITIONS FOR REMOVAL OF CROSSINGS

- 2.19 When stream crossings and fills are removed, all fill 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. The restored stream bank slopes shall not be steeper than a 2:1 slope (horizontal: vertical) or original ground. Restored slopes shall be stabilized to prevent slumping and to minimize soil erosion that could lead to sediment deposition into Waters of the State.
- 2.20 Sites previously not fully excavated shall be completely excavated when crossings are deconstructed. Adjacent potentially unstable road or landing fill that can enter a stream shall also be excavated when crossings are deconstructed.
- 2.21 Excess sediment depositions in the stream channels at, and within 100 feet above the crossing, shall be excavated, or stabilized with riprap if excavation is infeasible, when crossing fills are excavated.
- 2.22 All excavated fill shall be placed in stable areas where it cannot enter or erode into a stream.

CONDITIONS for WATER DRAFTING

- 2.23 Limitations and restrictions of drafting conditions apply to each individual drafting site. All THPs using a drafting site shall comply individually and collectively with limitations and restrictions in this Agreement.
- 2.24 Drafted water shall only be used for the purposes of dust abatement; road maintenance; road and stream crossing construction, reconstruction, deconstruction, upgrading and decommissioning; prescribed fuel reduction burning; and pesticide mixing.
- 2.25 Mendocino Redwood Company, LLC (MRC) shall not grant permission to other parties to use water drafting sites or water drafted under this Agreement for purposes other than MRC THPs without first consulting CDFW and amending this Agreement. Such permission shall assure that conditions to which MRC must adhere are followed individually and collectively by all parties using the site.
- 2.26 Water may be drafted year-round, however prior to initial drafting in each calendar year or a change of the licensed timber operator (LTO) responsible for field operations, a pre-operational meeting shall take place between the RPF and the LTO. The meeting shall take place at a representative sample of drafting sites, including all drafting sites with unique, site-specific conditions. The LTO shall inform all water truck operators of their responsibilities under this Agreement.
- 2.27 Water may be drafted year round from Class II watercourses. From October 15 to May 1, drafting method from Class II watercourses shall occur via gravity feed. Water drafting from Class I watercourses is permitted after May 1 and before October 15.
- 2.28 For any instream work for intakes or approaches that was not described in the notification project description, MRC shall notify CDFW and obtain an amendment to this Agreement if necessary prior to doing this work.
- 2.29 Drafting by more than one truck shall not occur simultaneously at the same site.

- 2.30 All water drafting vehicles shall be checked daily and shall be repaired as necessary to prevent leaks of deleterious materials from entering the Watercourse and Lake Protection Zone or stream.
- 2.31 Pesticide mix trucks shall not directly draft water from a stream or pond. Pesticide shall not be mixed where runoff may enter a stream or hydrologically-connected drainage facility.
- 2.32 Water truck operators drafting water from within or downstream of a known sudden oak death syndrome infestation area shall disinfect water in trucks and shall disinfect truck water tanks before leaving the area. Disinfection shall be accomplished by using 1 gallon of Ultra Clorox Bleach® (or similar) per 1000 gallons of drafted water (i.e., a solution equivalent to 50 parts per million chlorine). The water truck shall be filled to capacity and then driven for 5 minutes to allow the bleach-water mixture enough contact time to allow for complete mixing and disinfection prior to using or disposing of water from the truck. Following disinfection, the bleach-water mixture shall be disposed of by spreading on a bare mineral surface area (i.e., a rocked or native-surface road surface) at least 100 feet from any lake, stream or riparian area, at a rate that will ensure rapid absorption and/or evaporation. Bleach-water mixture shall not be allowed to come in contact with water in a stream, lake, or pond, or riparian or wetland vegetation.
- 2.33 Drafting for storage tanks shall:
- a) Screen flow at the point of diversion (intake);
 - i. Have a valve in the diversion line before it enters the tank so flow can be regulated down to 10% of source flow;
 - ii. Be designed such as there is no overflow; or drain overflow from tanks using pipes that return excess water to the source stream, and armor or otherwise prevent erosion of the outfall location of water storage tank return pipes;
 - iii. Not spill excess water onto the drafting pad, tank pad, or road surface; and
 - iv. Screen or close all points of ingress to the tank to prevent wildlife entry or entrapment.
 - v. Screens shall be installed on intakes wherever water is drafted.
 - b) Intakes shall be at least 6 inches above the bottom of the channel and away from submerged vegetation, where practicable. Where not practicable, intakes shall maximize these clearances.
 - c) Screens and intakes shall be inspected weekly, kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions.
 - d) Class I watercourse water drafting intake screens shall:
 - vi. Be designed so that approach velocity is no more than 0.1 feet per second;
 - vii. Have at least 7.8 square feet of wetted, unobstructed screen for a diversion rate of 350 gallons per minute (gpm); and
 - viii. Be constructed of wire mesh, perforated plate, or pipe with at least 27 percent open area. Round openings in the screen shall not exceed 3/32 inch (2.38 millimeters) in diameter. Slotted openings shall not exceed 1/16 inch (1.75 millimeters) in diameter.

mm) horizontally (providing a maximum diagonal opening of 3/32 inch).

- 2.34 At the end of drafting operations each season, intakes shall be removed from the channel and flood prone area. Intakes shall then be plugged, capped, or otherwise blocked using a shut-off valve during the winter period.
- 2.35 If CDFW determines water drafting from a site is, or may result in, significant adverse impacts to sensitive resources, drafting operations shall cease until a site-specific plan to reduce the impacts is developed and this Agreement is amended to include these measures.
- 2.36 Each calendar year, every active drafting site shall have a temperature and source flow measurement taken within the 7 days preceding the first drafting activity at each site. Information from this measurement (i.e., date of measurement, time, drafting site location, Agreement No., stream temperature and flow data), shall be provided to CDFW by email with MEN included in the subject line (CTP@wildlife.ca.gov) or by phone (707) 445-5902 or by fax (707) 441-2021 prior to beginning drafting.
- 2.37 Procedures for Class I Watercourses water drafting

The following measures apply to all active Class I watercourse drafting sites:

- a) Water drafting from Class I watercourses shall adhere to requirements in Table 3. Water drafting from a Class I watercourse drafting site shall cease when source flow drops to 2.0 cfs. Water drafting operations shall cease at Class I drafting sites when water temperatures exceed 20 degrees Celsius (68°F).
- b) Source flow at Class I drafting sites shall be measured using a flow meter that can measure flows down to a minimum of 0.1 feet per second, and is accurate to + 2 % of the streamflow reading. If such a flow meter and current-meter method of estimating flows cannot be used due to site-specific conditions, MRC shall document conditions, equipment and procedures used to measure streamflow. Streamflow measurements shall be taken at least twice at each site every time source flow is estimated.
- c) Water temperature measurements at Class I watercourse drafting sites shall be taken at the point of diversion or midway in the water column at a point near the center of the channel. A pocket thermometer is acceptable for temperature measurements.
- d) The following shall apply to each seasonally-active Class I watercourse drafting site when the source flow (streamflow) is 6.0 cfs or less:
 - ix. MRC shall measure water temperature and streamflow at a minimum frequency described in Table 2.
 - A. When unimpeded flow is between 2.0 and 6.0 cfs and MRC is drafting, MRC shall measure unimpeded flow and water temperature at least once every two weeks and shall report these to the CDFW by the last day the month of measure.
 - x. These measurements shall be provided to CDFW by email with MEN included in the subject line (CTP@wildlife.ca.gov) or by phone (707) 445-5902 or fax (707) 441-2021 by the last day of each month during which water was drafted.
- e) Water truck operators shall be in possession of a log book that contains the following

information, kept current during operations:

- xi. Drafting site location;
 - xii. Date, time (including a.m. or p.m.), and operators name;
 - xiii. Whether pumping directly from stream or from a tank; whether the tank was filled via pumping or by gravity flow;
 - xiv. Truck capacity in gallons and estimated gallons of water drafted;
 - xv. Filling time;
 - xvi. Drafting rate; and
 - xvii. Screen cleaning and inspection notes.
- f) MRC shall provide water truck operator log books to CDFW by the end of each calendar year, or sooner upon request;
- g) Prior to drafting below 6 cfs, MRC shall provide verification that the pump(s) used for pumping directly from a Class I watercourse can be adjusted to the pumping rates set forth in Table 2. This documentation shall be provided to CDFW by email with MEN included in the subject line(CTP@wildlife.ca.gov) or by phone (707) 445-5902 or by fax (707) 441-2021 or through a field demonstration.
- h) Prior to drafting via gravity flow below 2.25 cfs, MRC shall provide documentation that drafting via gravity flow into tanks or other storage facilities can be adjusted to drafting rates set forth in Table 2. This documentation shall be provided to CDFW by email including MEN in the subject line (CTP@wildlife.ca.gov) or by phone (707) 445-5902 or by phone fax (707) 441-2021 or through a field demonstration.

Table 3. Class I watercourse and Class II watercourse when foothill yellow-legged frog are known (or presumed) to be present requirements: maximum allowable water drafting rates.

Unimpeded flow in cfs (gpm)	Requirement			Range of estimated rate (gpm)	Estimated time to draft 3,500 gallons (minutes)
	Removal Rate (% of unimpeded flow)	Compliance Flow and Temperature Measurement ^{a, b}	Drafting Logs		
>7.8 (3505)	<10%	As necessary	No	350	10
> 6 to 7.8 (2691 – 3505)	<10%	Biweekly ^c	No	270 - 350	13
>2.0 to 6 (987 – 2691)	<10%	Biweekly	Yes	100 – 270	35
>2.0 (897)	DRAFTING PROHIBITED (Unless site specific)	Continuous flow and temperature data as required for	Yes	To be determined on a site	To be determined on a site specific

	exception in this Agreement or approved by CDFW Amendment –see 2.37)	site and/or season specific exception for CDFW approval		specific basis	basis
--	--	---	--	----------------	-------

- ^a Flow must be measured within one week prior to a drafting site’s initial use each season.
- ^b The time lapse between measurements shall not be any longer than the stated value.
- ^c “Biweekly” means every two weeks.

2.38 MRC shall consult with the CDFW, and amend this Agreement to include mutually agreed upon site-specific monitoring and/or drafting conditions prior to any drafting operations when source flows drop below 2.0 cfs. Water drafting shall not occur if CDFW does not approve drafting activities given site conditions at the specific location(s).

Water drafting shall not commence when source flows are below 2 cfs until MRC receives written approval indicating that the Agreement shall be amended. Any amendment to this Agreement shall be submitted to CAL FIRE as an amendment to the THP.

- 2.39 At the end of drafting operations each season, intakes shall be removed from the channel and flood prone area. Intakes shall then be plugged, capped, or otherwise blocked using a shut-off valve during the winter period.
- 2.40 If CDFW determines water drafting from a site is, or may result in, significant adverse impacts to sensitive resources, drafting operations shall cease until a site-specific plan to reduce the impacts is developed and this Agreement is amended to include these measures.
- 2.41 Each calendar year, every active drafting site shall have a temperature and source flow measurement taken within the 7 days preceding the first drafting activity at each site. Information from this measurement (i.e., date of measurement, time, drafting site location, Agreement No., stream temperature and flow data), shall be provided to CDFW by email with MEN included in the subject line (CTP@wildlife.ca.gov) or by phone (707) 445-5902 or by fax (707) 441-2021 prior to beginning drafting.

CONTACTS

For the purpose of contacting CDFW as specified in this agreement, the permittee shall send an email with MEN included in the subject line to CTP@wildlife.ca.gov and may contact any CDFW Coastal Timber Conservation Planning staff by email using the address protocol firstname.lastname@wildlife.ca.gov or phone.

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW’s endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee’s alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW “Request to Amend Lake or Streambed Alteration” form.

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement’s term. To request an extension, Permittee shall submit to CDFW a completed CDFW “Request to Extend Lake or Streambed Alteration” form. CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW’s signature, which shall be: 1) after Permittee’s signature; and 2) after CDFW complies with all applicable requirements under CEQA.

TERM

This Agreement shall expire five years after the date upon which it becomes effective, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

See page 17, Map Point R2 design diagram including exclusion fencing.

RECEIVED

APR 3 2019

CDFW - EUREKA

Notification #1600-2018-0571-RI
Streambed Alteration Agreement
Page 16 of 17

AUTHORITY

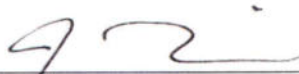
If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

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


CONCURRENCE

FOR MENDOCINO REDWOOD COMPANY, LLC


~~Jesse Weaver~~ Jamie B. Pusich

S - t - 20 VA
Date

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE


Jon Hendrix
Senior Environmental Scientist (Supervisory)
California Department of Fish and Wildlife

MAY 28 2019
Date

Prepared by: Adam Hutchins
Environmental Scientist
January 10, 2019

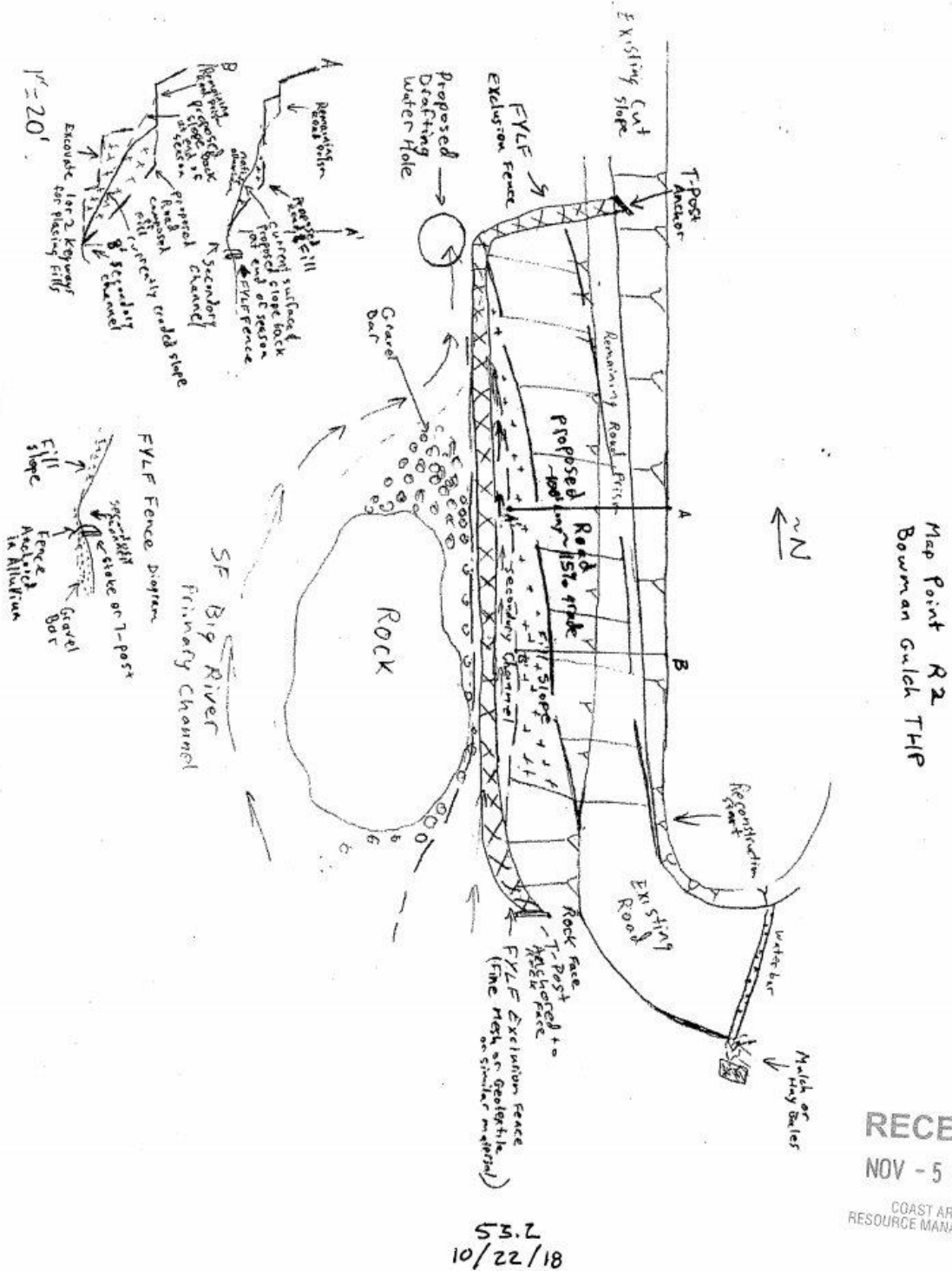


Figure 1. Design diagram for Map Point R2 illustrates the appropriate placement of the foothill yellow-legged from exclusion fencing.

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR
LAKE OR STREAMBED ALTERATION AGREEMENT No. 1600-2018-0571-R1**

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 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.

Timber Harvesting Plans (THPs) and Nonindustrial Timber Management Plans (NTMPs) are documents prepared according to a certified state regulatory program and they substitute for a Negative Declaration or an Environmental Impact Report, pursuant to Guidelines sections 15251 and 15252. As the Lead Agency for THPs and NTMPs, the California Department of Forestry and Fire Protection (CAL FIRE) approved THP 1-18-101 MEN on April 22, 2019. CAL FIRE found that the THP will not result in significant environmental effects with the mitigation measures required in, or incorporated into the THP.

The California Department of Fish and Wildlife (CDFW) is entering into a lake or streambed alteration agreement (Agreement) with Jesse Weaver. The activities to be completed according to the Agreement are located approximately 4 miles east of Comptche in Mendocino County on Named and unnamed tributaries of South Fork Big River and Boasrdman Gulch. The project is located in Section(s) 2, 11, 12, 13, and 14, Township 16N, Range 15W Mt. Diablo Base and Meridian, in the ComptcheGrenough Ridge U.S. Geological Survey 7.5-minute quadrangle(s).

Because CDFW is issuing the Agreement, it is a Responsible Agency under CEQA. As a CEQA-Responsible Agency, CDFW is required by Guidelines Section 15096 to review a THP or NTMP approved by the Lead Agency that includes the activities addressed in the Agreement and to make a finding that the Agreement's activities will not 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 activities addressed in a THP or NTMP.

Findings

CDFW has considered the THP approved by CAL FIRE that is named above. 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 CAL FIRE as set forth in the THP insofar as they pertain to the impacts on biological resources from the activities addressed in the Agreement.

Signature: _____



Date: MAY 28 2019

Jon Hendrix, Senior Environmental Scientist (Supervisory)
Northern Region, California Department of Fish and Wildlife

Notice of Determination

TO: Office of Planning and Research

FROM: Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, California 96001
Contact: Adam Hutchins
Phone: (707) 964-1980

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):
Department of Forestry and Fire Protection
135 Ridgway Avenue
Santa Rosa, California 95401
Contact: Dominik Schwab
Phone: (707) 576-2953

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

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Lake or Streambed Alteration Agreement No. 1600-2018-0571-R1 for THP 1-18-101 MEN "Bowman Gulch".

Project Location: The project is located approximately 4 miles east of Comptche in Mendocino County, Named and un-named tributaries of South Fork Big River and Boarsdman Gulch. The project is located in Section(s) 2, 11, 12, 13, and 14 Township 16N, Range 15W; Mt. Diablo Base and Meridian, in the Comptche and Grenough Ridge U.S. Geological Survey 7.5-minute quadrangle(s).

Project Description: The Department of Fish and Wildlife (CDFW) is issuing an agreement for the modification of road crossing in Class II/Class III watercourses, the reconstruction of a ramp in a Class I watercourse, and water drafting from Class I watercourses.

This is to advise that CDFW, acting as **Q** the Lead Agency / a Responsible Agency approved the above-described project and has made the following determinations:

1. The project **Q** 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 / **Q** A negative declaration / A Timber Harvesting Plan was prepared for this project pursuant to the California Environmental Quality Act (CEQA).
3. Mitigation measures **Λ** were / **O** were not made a condition of CDFW's approval of the project.
4. A Statement of Overriding Considerations **O** was / **Λ** was not adopted by CDFW for this project.
5. Findings *[f]* were / **Λ** were not made by CDFW pursuant to Public Resources Code § 21081(a). CDFW adopted findings to document its compliance with CEQA.
6. Compliance with the environmental filing fee requirement of Fish and Game Code § 711.4 (check one):
 - Payment is submitted with this notice.
 - Payment is not required due to provisions of Public Resources Code §4629.6 (c).
 - 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 Environmental Impact Report (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/NTMP 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 Eureka CDFW office located at 619 Second Street, Eureka, California, 95501.

Signature: 
Jon Hemrick, Environmental Scientist (Supervisory)
Northern Region, Department of Fish and Wildlife

D, MAY 28 2019
Governor's Office of Planning & Research

Date Received for filing at OPR:

June 3, 2019

STATE CLEARINGHOUSE