

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
REGION 1 – NORTHERN REGION  
619 2nd Street  
Eureka, CA 95501



**LAKE OR STREAMBED ALTERATION AGREEMENT**

NOTIFICATION NO. EPIMS-HUM-34121-R1

Unnamed Tributary to Larabee Creek, Tributary to the Eel River and the Pacific Ocean

Robin Collins  
Collins Water Diversion Project  
1 Encroachment

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Robin Collins (Permittee).

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on October 3, 2022, that the 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, the Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

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

**PROJECT LOCATION**

The project to be completed is located within the Larabee Creek watershed, approximately 0.5 miles north of the town of Blocksburg, County of Humboldt, State of California. The project is located in Section 20, T2S, R5E, Humboldt Base and Meridian; in the Blocksburg U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 217-271-002; latitude 40.2837 N and 123.6365 W at the point of diversion (POD).

**PROJECT DESCRIPTION**

The project is limited to one encroachment for water diversion from a spring-fed onstream reservoir tributary to Larabee Creek. Water is diverted for domestic use and

irrigation. Work for the water diversion will include use and maintenance of the water diversion infrastructure.

**Table 1. Project Encroachments with Description**

ID	Latitude/Longitude	Description
POD	40.2837, -123.6365	Water diversion from a spring-fed onstream reservoir for domestic use and irrigation

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include Chinook Salmon (*Oncorhynchus tshawytscha*), Coho Salmon (*O. kisutch*), Steelhead Trout (*O. mykiss*), Western Brook Lamprey (*Lampetra richardsoni*), Pacific Lamprey (*Entosphenus tridentata*), Southern Torrent Salamander (*Rhyacotriton variegatus*), Coastal Giant Salamander (*Dicamptodon tenebrosus*), Northern Red-legged Frog (*Rana aurora*), Foothill Yellow-legged Frog (*Rana boylei*), Coastal Tailed Frog (*Ascaphus truei*), Northwest Pond Turtle (*Actinemys marmorata*) amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

Impacts to water quality:

- Increased water temperature;
- Reduced instream flow.

Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

- Loss or decline of riparian habitat; and
- Direct impacts on benthic organisms;

Impacts to natural flow and effects on habitat structure and process:

- Cumulative effect when other diversions on the same stream are considered;
- Diversion of flow from activity site;
- Direct and/or incidental take;
- Indirect impacts;
- Impediment of up- or down-stream migration;
- Water quality degradation; and
- Damage to aquatic habitat and function.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The 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. The 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 the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious by CDFW to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information becoming available that indicates that bypass flows and diversion rates provided in this agreement are not providing adequate protection to keep aquatic life downstream in good condition or to avoid "take" or "incidental take" of federal or State listed species.
- 1.4 Adherence to Existing Authorizations. All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.5 Notification of Conflicting Provisions. The Permittee shall notify CDFW if the 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 the Permittee to resolve any conflict.
- 1.6 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.7 CDFW Notification of Work Initiation and Completion. The Permittee shall contact CDFW within the seven-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, and the anticipated start date. Subsequently, the Permittee shall notify CDFW no later than seven (7) days after the project is fully completed.
- 1.8 Agreement Compliance. The proposed work shall comply with all measures included in this Agreement. **Failure to comply with these measures may result in suspension or revocation of this Agreement.**

## 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

- 2.1 Permitted Project Activities. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Permittee Notification received October 3, 2022, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.
- 2.2 Incidental Take. This Agreement does not allow for the "take," or "incidental take" of any federal or State listed threatened or endangered listed species.

### Vegetation Management

- 2.3 Minimum Vegetation Removal. No native riparian vegetation shall be removed from the bank of the onstream reservoir, except where authorized by CDFW. Permittee shall limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the Authorized Activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.

### Water Diversion

- 2.4 Maximum Diversion Rate. The maximum instantaneous diversion rate from the water intake shall not exceed five (5) gallons per minute (gpm) at any time.
- 2.5 Measurement of Diverted Flow. Permittee shall install and maintain an adequate measuring device (i.e., flow totalizer) for measuring the instantaneous and cumulative rate of diversion. This measurement shall begin as soon as this Agreement is signed by the Permittee. The device shall be installed within the in-line flow of diverted water. The Permittee shall maintain records of diversion, and provide information including, but not limited to the following:
  - 2.5.1 The date diversion occurred.
  - 2.5.2 At CDFW's request, Permittee shall make available for review any diversion records required by the State Water Resources Control Board.
  - 2.5.3 The amount of water used per week for cannabis cultivation separated out from the amount of water used for other irrigation purposes and other uses of water (e.g., domestic use or fire protection).
- 2.6 Diversion Infrastructure Plan. The Permittee shall submit a Diversion Infrastructure Plan for CDFW review and approval prior to diverting water. The Diversion

Infrastructure Plan shall include a narrative describing the different elements of the water diversion infrastructure, supporting photographs and/or diagrams, and justification of how compliance with the CDFW Fish Screen Criteria and other measures will be achieved under this Agreement.

- 2.7 Water Management Plan. The Permittee shall submit a Water Management Plan no later than **sixty days** from the time this Agreement is made final that describes how compliance will be achieved under this Agreement. The Water Management Plan shall include details on water storage, water conservation, or other relevant material to maintain water needs in coordination with seasonal diversion minimization and/or forbearance and bypass flow requirements. The Water Management Plan shall include a brief narrative describing water use on the property, including measurement of water use and photographs of the water flow totalizer at the beginning and end of each season, photographs to support the narrative, and water use calculations to ensure compliance with this Agreement.

### **Water Diversion Facility**

- 2.8 Intake Structure. No polluting materials (e.g., particle board, plastic sheeting, bentonite) shall be used to construct or screen, or cover the diversion intake structure.
- 2.9 Intake Screening. The Permittee shall regularly inspect, clean, and maintain screens in good condition.
- 2.12.1 A water intake screen with round openings shall not exceed 3/32-inch diameter; a screen with square openings shall not exceed 3/32-inch measured diagonally; and a screen with slotted openings shall not exceed 0.069 inches in width. Slots must be evenly distributed on the screen area.
- 2.12.2 The screen shall be designed to distribute the flow uniformly over the entire screen area.
- 2.10 Intake Shall Not Impede Aquatic Species Passage. The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life.
- 2.11 Exclusionary Devices. Permittee shall keep the diversion structures (e.g., cistern) covered at all times to prevent the entrance and entrapment of amphibians and other wildlife.
- 2.12 Heavy Equipment Use. No heavy equipment shall be used in the excavation or replacement of the existing water diversion structure. The Permittee shall use

hand tools or other low impact methods of removal/replacement. All project materials and debris shall be removed from the project site and properly disposed of off-site upon project completion.

### **Diversion to Storage**

- 2.13 Water Storage. All water storage facilities (WSF; e.g., reservoirs, storage tanks, and bladders tanks) should be located outside bed, bank or channel of a stream. Covers/lids shall be securely affixed to water tanks at all times to prevent entry by wildlife. Permittee shall cease all water diversion at the point of diversion when WSFs are filled to capacity.
- 2.14 Storage Maintenance. Water storage facilities shall have a float valve to shut off the diversion when tanks are full to prevent overflow. Water shall not leak, overflow, or overtop WSFs at any time. Permittee shall regularly inspect all water storage facilities and infrastructure used to divert water to storage and repair any leaks.
- 2.15 Reservoirs/Ponds. Shall be appropriately designed, sized, and managed to contain any diverted water in addition to precipitation and storm water runoff, without overtopping.
- 2.16 Limitations on Impoundment and Use of Diverted Water. The Permittee shall impound and use water in accordance with a valid water right, including any limitations on when water may be impounded and used, the purpose for which it may be impounded and used, and the location(s) where water may be impounded and used.
- 2.17 Water Conservation. The Permittee shall make best efforts to minimize water use, and to follow best practices for water conservation and management.
- 2.18 State Water Code. This Agreement does not constitute a valid water right. The Permittee shall comply with State Water Code sections 5100 and 1200 et seq. as appropriate for the water diversion and water storage.

### **Reservoirs**

- 2.19 No Stocking. Stocking of fish, wildlife, or plant of any kind, in any stream, lake or wetland (i.e., Waters of the State), shall be prohibited without written permission from CDFW pursuant to section 6400 of the Fish and Game Code (FGC).
- 2.20 Invasive Species Management for Reservoirs. Permittee shall implement an Invasive Species Management Plan (ISMP) prepared by a qualified Biologist for any existing or proposed reservoir. The plan shall include, at a minimum, annual seasonally appropriate surveys of invasive aquatic species (i.e., baseline surveys), focused on American bullfrog (*Lithobates catesbeianus*) and Centrarchid fish. The

baseline surveys will form the basis to measure success of the ISMP. The qualified Biologist shall coordinate with CDFW to develop eradication measures appropriate for the identified invasive aquatic species based on site specific conditions. An annual monitoring report shall be prepared and submitted to CDFW.

- 2.20.1 Bullfrog Management Plan. If American bullfrogs are observed, they shall be appropriately controlled, with the goal of population eradication, including but not limited to, annual multi-effort direct removal of all life stages, using various techniques (e.g., air rifle, gigging, trapping, seining, and draining of reservoirs) to break reproduction. The bullfrog management plan must be site specific, and the goal shall be eradication of the population. If at any time additional invasive aquatic species are detected, Permittee shall submit an updated ISMP for Reservoirs to CDFW for review and approval.
- 2.21 Seasonal Diversion Minimization. To minimize adverse impacts to native pond breeding amphibians (when present) the following diversion minimizations apply: from November 1 to March 31, the Permittee shall divert water at a rate no greater than the rate of water flowing into the pond (i.e., water diversion shall not decrease the pond depth). From April 1 – September 1, when native larval amphibians are present, the Permittee shall cease diverting water once the pond volume is one half of the maximum pond volume. To comply with this measure; the Permittee shall establish a fixed visual marker(s) (e.g., stage plate) in the pond as a reference for water level thresholds.

### **Erosion Control and Pollution**

- 2.22 Erosion Control. Permittee shall use erosion control measures throughout all work phases where sediment runoff could enter a stream, lake, or wetland (i.e., Waters of the State).
- 2.23 Seed and Mulch. Upon completion of construction operations and/or the onset of wet weather, Permittee shall stabilize exposed soil areas within the work area by applying mulch and seed. Permittee shall utilize vegetative (e.g., seeding) or other non-vegetative methods such as jute mat, coir mat, wood chip mat, straw mat or wattle, straw mulch, native duff (leaves, needles, fine twigs, etc.), or lopped native slash to protect and stabilize soils. Straw mulching shall utilize at least 2 to 4 inches of clean straw (such as rice, barley, wheat) or weed-free straw. Seeding shall use regional native seed or non-native seed that is known not to persist or spread [e.g., barley (*Hordeum vulgare*), or wheat (*Triticum aestivum*)]. No known invasive grass seed such as annual or perennial ryegrass (*Lolium multiflorum* or *L. perenne*, which are now referred to as *Festuca perennis*), shall be used.
- 2.24 Erosion and Sediment Barriers. Permittee shall monitor and maintain all erosion and sediment barriers in good operating condition throughout the work period and

the following rainy season, defined herein to mean **October 31 through June 1**. Maintenance includes, but is not limited to, removal of accumulated sediment and/or replacement of damaged sediment fencing, coir logs, coir rolls, and/or straw bale barriers. If the sediment barrier fails to function as designed, Permittee shall employ corrective measures, and notify CDFW immediately.

- 2.25 Prohibition on Use of Monofilament Netting. To minimize the risk of ensnaring and strangling wildlife, Permittee shall not use any erosion control materials that contain synthetic (e.g., plastic or nylon) monofilament netting, including photo- or biodegradable plastic netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, hemp, coconut (coir) fiber, or other products without welded weaves.
- 2.26 Site Maintenance. Permittee shall be responsible for site maintenance including, but not limited to, re-establishing erosion control to minimize surface erosion and ensuring drainage structures and stream banks remain sufficiently stable.
- 2.27 Cover Spoil Piles. Permittee shall have readily available erosion control materials such as wattles, natural fiber mats, or plastic sheeting, to cover and contain exposed spoil piles and exposed areas to prevent sediment from eroding into a stream, lake, or wetland (i.e., Waters of the State). Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering a stream, lake, or wetland (i.e., Waters of the State).
- 2.28 No Dumping. Permittee shall not deposit, permit to pass into, or place where it can pass into a stream, lake, or wetland (i.e., Waters of the State) any material deleterious to fish and wildlife, or abandon, dispose of, or throw away within 150 feet of a stream, lake, or wetland (i.e., Waters of the State) any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird.

### 3. Reporting Measures

All reports shall be submitted by e-mail to CDFW at [EPIMS.R1C@wildlife.ca.gov](mailto:EPIMS.R1C@wildlife.ca.gov).

- 3.1 Measurement of Diverted Flow. Copies of the Water Diversion Records (condition 2.5) shall be submitted to CDFW no later than December 31 of each year beginning in 2023.
- 3.2 Diversion Infrastructure Plan. The Permittee shall submit a **Diversion Infrastructure Plan** for CDFW review and approval prior to diverting water (condition 2.6). The Diversion Infrastructure Plan shall include a narrative describing the different elements of the water diversion infrastructure, supporting photographs and/or diagrams, and justification of how compliance with the CDFW Fish Screen Criteria and other measures will be achieved under this Agreement.



- 3.3 Water Management Plan. The Permittee shall submit a **Water Management Plan** (condition 2.7) within **60 days** from the effective date of this agreement.
- 3.4 Invasive Species Management for Reservoirs. The Permittee shall submit all required documents described in the Invasive Species Management for Reservoirs (condition 2.20) including subsection 2.20.1, **Bullfrog Management Plan** no later than **December 31** of each year.

## CONTACT INFORMATION

Written communication the Permittee or CDFW submits to the other shall be delivered to the address below unless the Permittee or CDFW specifies otherwise.

To Permittee:

Robin Collins  
1650 Central Ave., Suite C  
McKinleyville, California 95519  
(707) 630-5041  
[breitenstein.steven@gmail.com](mailto:breitenstein.steven@gmail.com)  
[robin@greenroadconsulting.com](mailto:robin@greenroadconsulting.com)

To CDFW:

Department of Fish and Wildlife  
Northern Region  
619 Second Street  
Eureka, California 95501  
[EPIMS.R1C@wildlife.ca.gov](mailto:EPIMS.R1C@wildlife.ca.gov)  
[Erika.Winner@wildlife.ca.gov](mailto:Erika.Winner@wildlife.ca.gov)  
Attn: Lake and Streambed Alteration Program  
Notification #EPIMS-HUM-34121-R1

## LIABILITY

The Permittee shall be solely liable for any violation of the Agreement, whether committed by the Permittee or any person acting on behalf of the 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 the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety this Agreement if it determines that the Permittee or any person acting on behalf of the 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 the 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 the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the 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 the 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 the Permittee or any person acting on behalf of the 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 the Permittee or any person acting on behalf of the 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 the Permittee or any person acting on behalf of the 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.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the 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).

## **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 the 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, the 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).

## **EXTENSIONS**

In accordance with FGC section 1605(b), the 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, the 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 FGC 1605(b) through (e).

If the Permittee fails to submit a request to extend the Agreement prior to its expiration, the Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after the Permittee signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the

applicable FGC section 711.4 filing fee listed at  
[http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall **expire five years** from date of execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The 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.

## **EXHIBIT**

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

Exhibit A. Bullfrog Monitoring and Management Plan

## **AUTHORITY**

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

## **AUTHORIZATION**

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

## **CONCURRENCE**

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

**The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.**