



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Northern Region  
619 Second Street  
Eureka, California 95501  
(707) 445-6493  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BONHAM, Director



April 27, 2017

Mr. Paul Cabeen  
P.O. Box 25  
Honeydew, CA 95545

Subject: Draft Lake or Streambed Alteration Agreement  
Notification No. 1600-2017-0039-R1  
Cabeen Water Diversion, Stream Crossings, and Remediation Project

Dear Mr. Cabeen:

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

**Within 30 days of receipt of this draft Agreement, you must notify the Department in writing whether the measures to protect fish and wildlife resources are acceptable (Fish and Game Code section 1603). If you agree with the measures set forth in the draft Agreement, you or your authorized representative must return the draft Agreement with original signature to the above address.**

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

Please be advised the Department may not execute the Agreement until it has complied with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 *et seq.*) as the lead or a responsible agency. Please note that the draft Agreement may be subject to change upon receipt and review of the environmental document for the project.

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

*Conserving California's Wildlife Since 1870*

Mr. Cabeen  
April 27, 2017  
Page 2 of 2

For more information on the process described above, please refer to Part IV in the "Notification Instructions and Process" included with your notification materials, which is also available at [www.wildlife.ca.gov/habcon/1600/notificationpackage.pdf](http://www.wildlife.ca.gov/habcon/1600/notificationpackage.pdf).

If you have any questions regarding this letter, please contact Senior Environmental Scientist Specialist Ryan Bourque at [ryan.bourque@wildlife.ca.gov](mailto:ryan.bourque@wildlife.ca.gov) or (707) 441-2064.

Sincerely,

A handwritten signature in blue ink that reads "Scott Bauer". The signature is fluid and cursive, with the first name "Scott" and last name "Bauer" clearly legible.

Scott Bauer  
Senior Environmental Scientist Supervisor

Ec: Chris Carroll  
Timberland Resource Consultants  
[carroll@timberlandresource.com](mailto:carroll@timberlandresource.com)

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2017-0039-R1  
Unnamed Tributaries to Squaw Creek, Tributary to the Mattole River  
and the Pacific Ocean

Mr. Paul Cabeen  
Cabeen Water Diversion, Stream Crossings, and Remediation Project  
7 Encroachments

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

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on February 3, 2017, 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 accept 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 Squaw Creek watershed, approximately 2.9 miles west southwest of the town of Honeydew, County of Humboldt, State of California. The project is located in Section 10, T3S, R1W, Humboldt Base and Meridian; in the Shubrick Peak U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 107-096-07; latitude 40.2231 N and longitude 124.1714 W at the parcel center.

## **PROJECT DESCRIPTION**

The project is limited to 7 encroachments (Table 1). One encroachment is for water diversion from an Unnamed Tributary to Squaw Creek. Water is diverted for domestic use. Work for the water diversion will include replacement of existing structure, use, and

maintenance of the new water diversion infrastructure. The six other proposed encroachments are to upgrade or decommission stream crossings. Work for these encroachments will include some or all of the following; excavation, culvert removal, installation of properly sized culvert, backfilling and compaction of fill, and rock armoring as necessary to minimize erosion.

Table 1. Summary of project encroachments with descriptions.

ID	Latitude/Longitude	Description
POD	40.2219, -124.1701	Replacement of existing infrastructure, use, and maintenance of water diversion from a stream.
Crossing-1	40.2212, -124.1674	Replace undersized side-by-side 24" diameter culverts with minimum 48" diameter culvert.
Crossing-2	40.2212, -124.1676	Replace undersized 12" diameter culvert with minimum 30" diameter culvert.
Crossing-3	40.2202, -124.1680	Replace undersized 48" diameter culvert with minimum 72" diameter culvert.
Crossing-4	40.2201, -124.1679	Decommission inboard ditch and existing 18" diameter culvert. Pull back fill, recontour slopes, reconstruct bed and banks from crossing to redirect stream to original flow path, and revegetate with native conifer seedlings (container, spaced 8-10').
Crossing-5	40.2199, -124.1980	Decommission inboard ditch and existing 8" diameter culvert. Pull back fill, recontour slopes, reconstruct bed and banks from crossing to redirect stream to original flow path, and revegetate with native conifer seedlings (container, spaced 8-10').
Crossing-6	40.2188, -124.1695	Decommission inboard ditch and existing 24" diameter culvert. Pull back fill, recontour slopes, reconstruct bed and banks from crossing to redirect stream to original flow path, and revegetate with native conifer seedlings (container, spaced 8-10').

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Southern Torrent Salamander (*Rhyacotriton variegatus*), Coastal Tailed Frog (*Ascaphus truei*), Foothill Yellow-legged Frog (*Rana boylei*), Red-bellied Newt (*Taricha rivularis*), Chinook Salmon (*Oncorhynchus tshawytscha*), Coho Salmon (*O. kisutch*), Steelhead Trout (*O. mykiss*), River lamprey (*Lampetra ayersi*), Western brook lamprey (*Lampetra richardsoni*), Pacific lamprey (*Entosphenus tridentate*), Western Pond Turtle (*Emys marmorata*), as well as, other fish, amphibian, reptile, aquatic invertebrate, mammal, and bird 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;  
temporary increase in fine sediment transport;

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

loss or decline of riparian habitat;  
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 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.
- 1.4 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

the 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.

- 1.5 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. The Permittee agrees to allow CDFW employees access to any property it owns and/or manages for the purpose of inspecting and/or monitoring the activities covered by this Agreement, provided CDFW: a) provides 24 hours advance notice; and b) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW enforcement personnel.

## **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 on February 3, 2017, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.
- 2.2 Work Period. All work, not including water diversion, shall be confined to the period **June 15 through October 1** of each year. The Permittee shall replace the POD before diverting water and shall complete all work on stream crossings by **October 1, 2018**. Work within the active channel of a stream shall be restricted to periods of **dry weather**. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation.
- 2.3 Extension of the Work Period. If weather conditions permit, and the Permittee wishes to extend the work period after October 1, a written request shall be made to CDFW at least 5-working days before the proposed work period variance. Written approval (letter or e-mail) for the proposed time extension must be received from CDFW prior to activities continuing past October 1.
- 2.4 Maximum Diversion Rate. The maximum instantaneous diversion rate from the water intake shall not exceed 3 gallons per minute (gpm) at any time.



- 2.5 **Bypass Flow.** The Permittee shall pass sufficient surface flow (80%) at all times to keep all aquatic species including fish and other aquatic life in good condition below the point of diversion.
- 2.6 **Seasonal Diversion Minimization.** No more than **300 gallons per day shall be diverted** during the low flow season **from May 15 to October 15 of any year.** Water shall be diverted only if the Permittee can adhere to measures 2.4 and 2.5 of this Agreement.
- 2.7 **Measurement of Diverted Flow.** The Permittee shall install a device acceptable to CDFW for measuring the quantity of water diverted to and from the spring and well. This measurement shall begin as soon as this Agreement is signed by the Permittee. The Permittee shall record the quantity of water pumped to and from the system on a weekly basis. Alternatively, the Permittee can record the frequency of pumping and the time to fill storage.
- 2.8 **Water Management Plan.** The Permittee shall submit a Water Management Plan no later than June 15, 2017, that describes how forbearance will be achieved under this Agreement. The Water Management Plan shall include details on water storage, water conservation, or other relevant material to maintain irrigation needs in coordination with forbearance and bypass flow requirements. The Water Management Plan shall include a brief narrative describing water use on the property, photographs to support the narrative, and water use calculations to ensure compliance with this Agreement. The Water Management Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.
- 2.9 **Water Diversion Infrastructure.**
- 2.9.1 **Diversion Infrastructure:** The existing POD structure shall be removed and replaced with infrastructure meeting the following specifications. The length and width of new diversion infrastructure shall not exceed 20% of the active channel width and shall not be located in the deepest portion of the channel. The depth of the screened intake shall be no greater than 1 foot below the stream bed. The diversion shall be designed to allow for maintenance and inspection (e.g., cleaning and inspecting intake screen) without disturbing the stream bed and not require annual installation and removal.
- 2.9.2 **Unauthorized materials.** No polluting materials (e.g., particle board, plastic sheeting, bentonite) shall be used to construct or screen, or cover the diversion intake structure.

- 2.9.3 Intake Screening. Screens shall be installed on intakes wherever water is diverted, and shall be in place whenever water is diverted. Openings in intakes shall not exceed 1/8 inch diameter (horizontal for slotted or square openings) or 3/32 inch for round openings. The Permittee shall regularly inspect, clean, and maintain screens in good condition.
- 2.10 Aquatic Species Passage. The water diversion structure shall be designed, constructed, and maintained such that it does not trap or constitute a barrier to upstream or downstream movement of aquatic life.
- 2.11 Water Conservation. The Permittee shall make best efforts to minimize water use, and to follow best practices for water conservation and management.
- 2.12 Water Storage Maintenance. Storage tanks shall have a float valve to shut off the diversion when tanks are full to prevent overflow from being diverted when not needed. The Permittee shall install any other measures necessary to prevent overflow of tanks resulting in more water being diverted than is used.
- 2.13 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. The application for this registration is found at:  
[http://www.swrcb.ca.gov/waterrights/publications\\_forms/forms/docs/sdu\\_registration.pdf](http://www.swrcb.ca.gov/waterrights/publications_forms/forms/docs/sdu_registration.pdf).

### **Stream Crossings**

- 2.14 Stream Protection. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other deleterious material from project activities shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into the stream. All project materials and debris shall be removed from the project site and properly disposed of off-site upon project completion.
- 2.15 Equipment Maintenance. Refueling of machinery or heavy equipment, or adding or draining oil, lubricants, coolants or hydraulic fluids shall not take place within stream bed, channel and bank. All such fluids and containers shall be disposed of properly off-site. Heavy equipment used or stored within stream bed, channel and bank shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.16 Hazardous Spills. Any material, which could be hazardous or toxic to aquatic life and enters a stream (i.e. a piece of equipment tipping-over in a stream and dumping oil, fuel or hydraulic fluid), the Permittee shall immediately notify the California Emergency Management Agency State Warning Center at 1-800-852-7550, and immediately initiate clean-up activities. CDFW shall be notified by the



Permittee within 24 hours at 707-445-6493 and consulted regarding clean-up procedures.

- 2.17 Excavated Fill. Excavated fill material shall be placed in locations where it cannot deliver to a watercourse. To minimize the potential for material to enter the watercourse during the winter period, all excavated and relocated fill material shall be tractor contoured (to drain water) and tractor compacted to effectively incorporate and stabilize loose material into existing road and/or landing features.
- 2.18 Runoff from Steep Areas. The Permittee shall make preparations so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
- 2.19 Culvert Installation.
- 2.19.1 Existing fill material in the crossing shall be excavated down vertically to the approximate original channel and outwards horizontally to the approximate crossing hinge points (transition between naturally occurring soil and remnant temporary crossing fill material) to remove any potential unstable debris and voids in the older fill prism.
- 2.19.2 Culvert shall be installed to grade, aligned with the natural stream channel, and extend lengthwise completely beyond the toe of fill. If culvert cannot be set to grade, it shall be oriented in the lower third of the fill face, and a downspout or energy dissipator (such as boulders, rip-rap, or rocks) shall be installed above or below the outfall as needed to effectively control stream bed, channel, or bank erosion (scouring, headcutting, or downcutting).
- 2.19.3 Culvert bed shall be composed of either compacted rock-free soil or crushed gravel. Bedding beneath the culvert shall provide for even distribution of the load over the length of the pipe, and allow for natural settling and compaction to help the pipe settle into a straight profile. The crossing backfill materials shall be free of rocks, limbs, or other debris that could allow water to seep around the pipe, and shall be compacted.
- 2.19.4 Culvert inlet, outlet (including the outfall area), and fill faces shall be armored where stream flow, road runoff, or rainfall energy is likely to erode fill material and the outfall area.
- 2.19.5 Permanent culverts shall be sized to accommodate the estimated 100-year flood flow [i.e. at least as wide as the active (bankfull) channel width or the 100-year flood size, whichever is greater], including debris, culvert embedding, and sediment loads.

## 2.20 Decommissioning

- 2.20.1 Stream crossing fills shall be completely excavated, including 100 year flood channel bottom widths and 2:1 or otherwise stable side slopes.
- 2.20.2 Any unstable or potentially unstable sidecast materials that could fail or deliver sediment to the stream shall be excavated and properly disposed of.
- 2.20.3 Surface treatments (ripping, outsloping and/or cross draining) shall be used to disperse and reduce surface runoff.

## 2.21 Rock Armor Placement.

- 2.21.1 No heavy equipment shall enter the wetted stream channel.
- 2.21.2 No fill material, other than clean rock, shall be placed in the stream channel.
- 2.21.3 Rock shall be sized to withstand washout from high stream flows, and extend above the ordinary high water level.
- 2.21.4 Rock armoring shall not constrict the natural stream channel width and shall be keyed into a footing trench with a depth sufficient to prevent instability.

- 2.22 Project Inspection. The Project shall be inspected by Timberland Resource Consultants or a licensed engineer to ensure that the stream crossings were installed as designed. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of this project.

## **DEWATERING**

- 2.23 Stream Diversion. When work in a flowing stream is unavoidable, Permittee shall divert the stream flow around or through the work area during construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
- 2.24 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.
- 2.25 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water

adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern.

- 2.26 Coffer Dams. Prior to the start of construction, Permittee shall divert the stream around or through the work area and the work area shall be isolated from the flowing stream. To isolate the work area, water tight coffer dams shall be constructed upstream and downstream of the work area and water diverted, through a suitably sized pipe, from upstream of the upstream coffer dam and discharge downstream of the downstream coffer dam. Coffers shall be constructed of a non-erodible material which does not contain soil or fine sediment. Coffers and the stream diversion system shall remain in place and functional throughout the construction period. Coffers or stream diversions that fail for any reason shall be repaired immediately.
- 2.27 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

### **3. Reporting Measures**

- 3.1 Measurement of Diverted Flow. Copies of the **water diversion records (Minimization Measure 2.7)** shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501 **no later than December 31 of each year beginning in 2017.**
- 3.2 Water Management Plan. The **Permittee shall submit a Water Management Plan (Minimization Measure 2.8) no later than June 15, 2017**, that describes how forbearance will be achieved under this Agreement. The Water Management Plan shall be submitted to CDFW at the 619 Second Street, Eureka, CA 95501.
- 3.3 Project Inspection. The **Permittee shall submit the Project Inspection Report (Minimization Measure 2.22)** to CDFW, LSA Program at 619 Second Street, Eureka, CA 95501

### **CONTACT INFORMATION**

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

#### To Permittee:

Mr. Paul Cabeen  
P.O. Box 25  
Honeydew, CA 95545  
707-725-1897

To CDFW:

Department of Fish and Wildlife  
Northern Region  
619 Second Street  
Eureka, California 95501  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2017-0039-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.

## **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**

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

**FOR Mr. Paul Cabeen**



Paul Cabeen

5/19/17

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
Scott Bauer

Senior Environmental Scientist Supervisor

\_\_\_\_\_  
Date



Applicant Name: PAUL T. CABEEN

Project Name: CABEEN 1600

## ATTACHMENT C

### Water Diversion Questionnaire

Complete this attachment *if* the project is directly related to any diversion, obstruction, extraction, or impoundment of the natural flow of a river, stream, or lake. Provide the number assigned to the State Water Resources Control Board (SWRCB) application, permit, license, registration, statement of diversion, and use, or other authorization to divert, extract, or impound water, if applicable. If you have a current or expired Lake or Streambed Alteration Agreement (Agreement) for some activity related to your project, provide the Agreement number in your project description below and attach this form, with the information requested on one or more separate pages, to the notification form (DFW 2023).

#### I. Diversion or Obstruction

- A. Attach plans of any diversion or water storage structure or facility that will be constructed or if no structures or facilities will be constructed, photographs of the project site, including any existing facilities or structures.
- B. Please complete the water use table below. For diversion rate, use gallons per day (gpd) if rate is less than 0.025 cubic foot per second (cfs) (approximately 16,000 gpd).

SEASON OF DIVERSION		PURPOSE OF USE	DIVERSION RATE (cfs or gpm)	AMOUNT USED (acre feet)	
BEGINNING DATE (Mo. & Day)	ENDING DATE (Mo. & Day)			FROM STORAGE	BY DIVERSION
January 1	December 31	DWS	1-4 gpm		109,500 gallons

- C. Attach a topographic map that is labeled to show the following:
1. Source of the water
  2. Points of diversion
  3. Areas of use
  4. Storage areas
- D. Specify the maximum instantaneous rate of withdrawal (using proposed equipment) in cubic feet per second (cfs) or gallons per minute (gpm).

Approximately 1-4 gpm (3/4-inch poly pipe)



E. Check each box below that applies to the project water rights and attach supporting documents.

☒ Riparian. *Attach the most recent Statement of Water Diversion and Use filed with the SWRCB.*

☐ Diversion for immediate use.

☐ Diversion to storage (for less than 30 days).

☐ Appropriative.

☐ Pre-1914. *Attach the most recent Statement of Water Diversion and Use filed with SWRCB.*

☐ Post-1914. *Attach a copy of the applicant's water right application, permit, or license filed with or issued by SWRCB.*

☐ Small domestic, livestock stockpond, or small irrigation use registration. *Attach a copy of the applicant's registration of water use form filed with, or registration certificate issued by, SWRCB (See Water Code section 1228 et seq.).*

☐ Diversion for immediate use.

☐ Diversion to storage.

☐ Purchased or contracted water. *Attach a copy of the applicant's contract or letter from the applicant's water provider.*

☐ Other. *Describe below or attach separate page.*

F. Approximate lowest level of flow in the river, stream, or lake at the point of diversion during the proposed season of diversion in gpm or cfs:

Unknown

G. *Other information.* After the Department reviews the project description, and based on the project's location and potential impacts to fish and wildlife resources, the Department will determine if additional information is needed before accepting the notification as complete. Such information could include more site-specific information to ensure that the terms and conditions in the Agreement issued to the applicant will be adequate to protect the fish and wildlife resources the diversion or obstruction could adversely affect. Site-specific information could include biological or hydrological studies or surveys based on the season of diversion, the location of the diversion relative to other diversions in the watershed, the method of diversion, and the quantity of water to be diverted, such as the following:



1. *Water Availability Analysis* to determine if the water can be diverted without causing substantial adverse effects on downstream fish and wildlife resources. Water availability analyses are based on a comparison of flows without any diversions (unimpaired flows) and flows available when all known diversions are "subtracted" (impaired flows).
2. *Instream Flow Study* to determine the minimum bypass flows needed and maximum rates of withdrawal possible to provide adequate depths and velocities to protect habitat for all life stages of aquatic resources. The study plan must be prepared by a qualified fisheries biologist and approved by the Department, will determine the effects of the proposed diversion on flow depth and velocity.
3. *Water Quality Study* to assess the effects of the proposed water diversion or impoundment on water temperature and water quality at and downstream from the point(s) of diversion.

## II. Permanent or Temporary Reservoir

Please provide the information below *if* the project includes the construction of a reservoir, whether permanent or temporary, and/or the filling of an existing reservoir by diverting or obstructing the flow of a river, stream, or lake.

A. Proposed use of the stored water:

B. Construction plans for the reservoir and dam. (*Attach plans*)

C. A complete description of the reservoir and dam, including the methods and materials that will be used to construct the reservoir and dam and the following dimensions certified by a licensed professional: the width, length, depth, and total surface area of the reservoir pool; the volume of water in acre-feet that will be stored in the reservoir; and the height and length of the dam.

D. The amount of riparian land that will be inundated (i.e., upstream from the dam): \_\_\_\_\_

E. Where vehicles will enter and exit the project site during construction and for maintenance purposes after construction. (*Attach map*)

F. The maximum distance of the disturbance that will occur upstream and downstream during construction:

G. The methods employed to ensure that the flow is maintained below the dam at all times when water is being diverted into the reservoir:



- H. Specify the time period when the area below the dam becomes dry, if at all.

- I. The methods employed to ensure that adult and juvenile fish will be able to pass over or around the dam:

- J. If a fish ladder is necessary to enable adult and juvenile fish to pass over or around the dam, provide construction plans and an operation plan for the fish ladder. *(Enclose, if applicable)*

- K. The methods employed to monitor and maintain water quality (including temperature) within the reservoir:

### III. Temporary Reservoir

Please provide the information below *if* the project includes the construction of a temporary reservoir only within the stream zone.

- A. Date of dam installation: \_\_\_\_\_
- B. Date of dam removal: \_\_\_\_\_
- C. Amount of time it will take to construct the dam: \_\_\_\_\_
- D. Amount of time it will take to remove the dam: \_\_\_\_\_
- E. Methods to ensure that the reservoir pool will be drained in a manner that does not strand or otherwise harm fish:



Applicant Name: PAUL T. CABEEN

Project Name: CABEEN 1600

## ATTACHMENT E

### Remediation of Marijuana Cultivation Sites

Complete this attachment *if* the primary purpose of the project is to remediate a marijuana cultivation site and submit the attachment with the notification form (DFW 2023) and fee in Section IV. "Remediate" means to perform work that reduces or eliminates the direct and indirect adverse impacts on fish and wildlife and their habitat caused by a project or activity the Department views as unlawful.

#### I. ORDER OR NOTICE

Are you required to perform the work described in the notification pursuant to a court or administrative agency notice or order?

☐ Yes (Enclose a copy of the order or notice) ☒ No

Did you receive a notice of violation (NOV) from the Department that relates to the work described in the notification?

☐ Yes (Enclose a copy of the NOV) ☒ No

#### II. ORDINANCE OR PERMIT

What is the name of the town/city and county where the marijuana cultivation site that requires remediation is located?

Town/City: HONEYDEW County: HUMBOLDT

Does the town/city or county named above have a rule, ordinance, or other regulation or law that governs or otherwise regulates the cultivation of marijuana within its boundaries?

☐ Yes: Town/City ☒ Yes: County ☐ No ☐ Unknown

Are you required to have a permit or some other type of written authorization (permit) from the city/town and/or county named above to cultivate marijuana within the city/town and/or county?

☒ Yes (Enclose a copy of the permit) ☐ No ☐ Unknown

#### III. REMEDIATION AREA

Identify the total size of the remediation area in square feet. To calculate the total size of the remediation area, calculate each area that requires any type of remediation and add each area together to calculate the total area.

Remediation area in total: 1,320+ square feet





State of California – Department of Fish and Wildlife  
**WATER DIVERSION QUESTIONNAIRE**  
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**IV. FEE**

Submit the applicable fee below based on the total size of the remediation area. The remediation fee is in addition to the notification fee and **must** be submitted by **separate** check or other method of payment (Cal. Code Regs., tit. 14, § 699.5, subd. (i)(3)(A)).

☐ \$3,000 if the total remediation area is less than or equal to 1,000 square feet

☒ \$5,000 if the total remediation area is greater than 1,000 square feet

**V. REMEDIATION PLAN**

Has a plan to remediate the area(s) been completed?

☒ Yes (Enclose the plan)

☐ No

*Note: If "yes" is checked, the remediation plan **must** be enclosed with the notification. If "no" is checked, or the Department determines the remediation plan enclosed with the notification is inadequate or incomplete, the Department may require you to have a licensed engineer or qualified environmental consultant amend the plan or submit a new plan for your notification to be complete.*

Have you consulted with or retained a licensed engineer or environmental consultant to address your Cannabis cultivation?

☒ Yes (Provide the information below)

☐ No

Name of Company	Name of Engineer or Consultant	Business Telephone
TRC	Chris Carroll	707-725-1897

**VI. WATER SUPPLY**

How is water supplied to the marijuana cultivation site(s) that require remediation?

☒ Diversion, obstruction, extraction, or impoundment of a river, stream, or lake.  
*If this box is checked, you **must** also complete Attachment C.*

☐ Spring(s).  
*If this box is checked, you **must** also complete Attachment C.*

☒ Private well(s).  
*If this box is checked, provide well log information with this attachment.*

☐ Public water system.  
Name of public water system: \_\_\_\_\_

☐ Water hauling.  
Name of water hauler: \_\_\_\_\_

☐ Other.  
Specify: \_\_\_\_\_

☐ Continued on additional page(s)



**15. SITE INSPECTION**

Check one box only.

- ☐ In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.
- ☒ I request the Department to first contact (insert name) Chris Carroll  
at (insert telephone number) 707-725-1897 to schedule a date and time  
to enter the property where the project described in this notification will take place. I understand that this may  
delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required  
and/or the Department's issuance of a draft agreement pursuant to this notification.

**16. DIGITAL FORMAT**

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

- ☐ Yes (Please enclose the information via digital media with the completed notification form)
- ☒ No

**17. SIGNATURE**

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

Chris Carroll  
Signature of Applicant or Applicant's Authorized Representative

2-7-2017  
Date

Chris Carroll  
Print Name