

Streambed Alteration Permit
Obtained from the Department of
Fish and Wildlife

APPS# 10697

Case # ZCC16-024

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

RECEIVED

JUL 05 2016

CDFW - EUREKA



STREAMBED ALTERATION AGREEMENT

NOTIFICATION No. 1600-2015-0504-R1

Somerville Creek and Redwood Creek, Tributaries to the South Fork
Eel River, Tributary to the Eel River and the Pacific Ocean

Mr. Rama Boyd
Water Diversion
2 Encroachments

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on December 7, 2015, 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 Redwood Creek watershed within the town of Briceland, County of Humboldt, State of California. The project is located in Section 18, T4S, R3E, Humboldt Base and Meridian; in the Briceland U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 220-241-17; latitude 40.1092 N and longitude 123.8923 W at Point of Diversion #1 (POD-1), and latitude 40.1071 N and longitude 123.8959 W at POD-2.

PROJECT DESCRIPTION

The project includes two encroachments for water diversion. The first encroachment includes an existing point for water diversion on Redwood Creek. The second encroachment will allow for water to be diverted from Somerville Creek as needed as a



back-up supply should water quality in Redwood Creek become compromised during the allowable diversion season. The work for this project will include installation, use and maintenance of the water diversion infrastructure 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*), 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;

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

loss or decline of riparian and/or 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 to the stream or wildlife by CDFW, operations shall cease until corrective measures approved by the Department 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 with fees paid in full on December 7, 2015, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.
- 2.2 Maximum Diversion Rate. The maximum instantaneous diversion rate from the water intake shall not exceed 5 gallons per minute. The instantaneous diversion rate shall not exceed 10% of the total flow at any time. This condition is subject to modification should further analysis warranting such action become available at a later date.
- 2.3 Bypass Flow. The Permittee shall pass sufficient flow at all times to keep all aquatic species including fish and other aquatic life in good condition below the point of diversion.

- 2.4 Forbearance Period – Irrigation. The Permittee shall add sufficient water storage and/or water conservation measures by May 15, 2016, and the Permittee shall forbear diverting stream flow for irrigation from May 15 to October 15 of each year beginning in 2016.
- 2.5 Water Diversion-Domestic Use. The Permittee shall divert no more than 300 gallons of water per day for strictly indoor domestic use during the period from May 15 to October 15 of each year beginning in 2016.
- 2.6 Measurement of Diverted Flow. The Permittee shall install a device acceptable to CDFW for measuring the quantity of water diverted to and from the storage system. 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. Copies of the water diversion records shall be provided to CDFW at the 619 Second Street, Eureka, CA 95501 office no later than December 31 of each year beginning in 2016.
- 2.7 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.
- 2.8 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.
- 2.9 Fish Screening. A screen shall be installed at the pump intake to prevent the entrainment of fish into the intake pump. The fish screen shall meet the following criteria:
- a) Surface Area: The minimum unobstructed screen surface shall be 40 square inches.
 - b) Material: The screen material shall be wire mesh, perforated plate, wedge wire or slotted pipe. Round openings in the mesh shall not exceed 3/32 inches (2.38 millimeters) in diameter, square openings shall not exceed 3/32 inches diagonally, and slotted openings shall not exceed 0.069 inches (1.75 millimeters) in width.
 - c) Placement: Where possible, the screen should be placed in flowing water with a minimum of three inches of water over the top of the screen.
 - d) Maintenance: The Permittee shall inspect, maintain, and clean the screen as needed to ensure proper operation and fish protection.
- 2.10 Removal of Diversion Infrastructure. Non-permanent infrastructure shall be removed from the streams during the forbearance period.
- 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.

3. Reporting Measures

- 3.1 The Permittee shall, concurrently, submit to CDFW all compliance reports submitted to the State Water Resources Control Board.
- 3.2 As per Measure 2.6, the Permittee shall provide to CDFW weekly water diversion records. Copies of the water diversion records shall be provided to CDFW at the 619 Second Street, Eureka, CA 95501 office no later than December 31 of each year beginning in 2016.

CONTACT INFORMATION

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

To Permittee:

Mr. Rama Boyd
P.O. Box 2456
Redway, California 95560
707-223-2789

To CDFW:

Department of Fish and Wildlife
Northern Region
619 Second Street
Eureka, California 95501
Attn: Lake and Streambed Alteration Program
Notification #1600-2015-0504-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.

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.

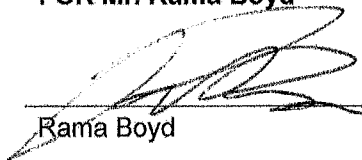
AUTHORIZATION

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. Rama Boyd



Rama Boyd

3-8-16
Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Gordon Leppig For
Senior Environmental Scientist Supervisor

7-6-16
Date



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Northern Region
619 2nd Street
Eureka, CA 95501
(707) 445-6493
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



BL

December 23, 2021

Rama G. Boyd
P.O. Box 2456
Redway, CA 95560

Dear Rama G. Boyd:

Extension of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0504-R1

The California Department of Fish and Wildlife (CDFW) received your request to extend the above referenced Lake or Streambed Alteration Agreement (Agreement) and extension fee associated with Assessor's Parcel Number (APN) 220-241-017. You requested to extend the expiration of your Agreement from July 6, 2021, to July 6, 2026. Your request to extend the Agreement includes the following activities:

Table 1. Project Encroachment Covered by this Agreement with Description

ID	Latitude/Longitude	Description
POD-1	40.1092, -123.8923	Water diversion from Redwood Creek, Class I stream, for irrigation use. Cannabis Irrigation Maximum instantaneous rate of diversion from the diversion intake shall not exceed five (5) gallons per minute. Diversion to storage for cannabis irrigation from November 15 – March 31 when sufficient flows exist, 90% bypass at all times. Water shall not be diverted outside of the diversion period (above).
POD-2	40.1071, -123.8959	Water diversion from Somerville Creek, Class I stream, for irrigation use. POD-2 shall only be used if POD-1 is out of order or no longer in use. Cannabis Irrigation Maximum instantaneous rate of diversion from the diversion intake shall not exceed five (5) gallons per minute. Diversion to storage for cannabis irrigation from November 15 – March 31 when sufficient flows exist, 90% bypass at all times. Water shall not be diverted outside of the diversion period (above).

CDFW has determined that an extension will require modifications to the Agreement because the measures contained therein no longer adequately protect fish and wildlife resources that the activity may substantially adversely affect. CDFW hereby agrees to extend the term of the Agreement to July 6, 2026, with addition of the following measures to protect fish and wildlife resources:

Water Diversion

- 1.1 Maximum Diversion Rate. The maximum instantaneous diversion rate from the water intake shall not exceed **five (5) gallons per minute (gpm)** at any time.
- 1.2 Bypass Flow. The Permittee shall pass **90% of the flow** at all times to keep all aquatic species including fish and other aquatic life in good condition below the point of diversion.
- 1.3 Seasonal Diversion Minimization. **Permittee shall forbear** from water diversion beginning **April 1 to November 14** of each year.
- 1.4 Measurement of Diverted Flow. Permittee shall install and maintain an adequate measuring device (i.e., flow totalizer) for measuring the instantaneous (i.e., gallons per minute) and cumulative rate (i.e., total amount diverted) 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:
 - 1.4.1 The average rate of water diversion (e.g., gallons per minute) per month directly diverted from the stream. Include a description of how this rate was measured (i.e., flow totalizer, one-gallon jug and stopwatch, etc.).
 - 1.4.2 The total quantity (in gallons) of water directly diverted from the stream per month.
 - 1.4.3 The quantity (gallons) of water used per month. Water for domestic use should be separated out from other uses of water (e.g., fire protection). Delineate whether water is diverted directly from the POD or diverted from storage.
 - 1.4.4 Photographs of the water diversion flow totalizer(s) at the end of each month (use period). Photographs should be labeled with the date the photo was taken and list the period of diversion (e.g., January 1-January 31), and use type (e.g., domestic use).
 - 1.4.5 At the Department's request, Permittee shall make available for review any diversion records required by the State Water Resources Control Board.

Water Diversion Structure and Placement

- 1.5 Water Diversion Structure Compliance. The Permittee shall demonstrate that the water diversion structure(s) meets applicable conditions of the LSA Agreement by **January 31, 2022**. Labeled photographs and a short project description,

demonstrating LSAA compliance, shall be submitted to the Department within ten (10) days of project implementation.

- 1.6 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.
- 1.7 Intake Structure Placement. Infrastructure installed in the streambed (e.g., cistern, spring box, etc.) shall not exceed 10% of the active channel width and shall not be located in the deepest portion of the channel. The depth of the intake shall be no greater than six (6) inches below the streambed.
- 1.8 Intake Screening. The Permittee shall regularly inspect, clean, and maintain screens in good condition.
 - 1.8.1 The water intake screens shall be securely fitted and attached (e.g., threaded or clamped) to the intake line and have a minimum wetted area of 0.25 square feet.
 - 1.8.2 The intakes screen shall be designed so that approach velocity is no more than 0.1 foot per second (fps). Approach velocity is the velocity of the water perpendicular to the screen face measured three inches in front of the screen surface.
 - 1.8.3 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.
 - 1.8.4 The water intake screen may be constructed of any rigid material, perforated, woven, or slotted and should have a minimum of 27% open area. Stainless steel or other corrosion-resistant material is recommended to reduce clogging due to corrosion. Care should be taken not to use materials deemed deleterious to aquatic species.
 - 1.8.5 The screen shall be designed to distribute the flow uniformly over the entire screen area.
 - 1.8.6 The water intake screen shall be placed in fast moving water with the long axis of the screen parallel to the streamflow. The water intake shall not be placed in pool habitat.
- 1.9 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.

- 1.10 Exclusionary Devices. Permittee shall keep the diversion structures (e.g., spring box) covered at all times to prevent the entrance and entrapment of amphibians and other wildlife.
- 1.11 Diversion Intake Removal. Permittee shall plug, cap, block (e.g., with a shut-off valve), or remove all intakes at the end of each diversion season.
- 1.12 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.

2. Reporting Measures

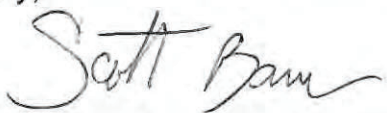
- 2.1 Water Diversion Structure Compliance. The Permittee shall submit a Work Completion Report (WCR) demonstrating that the water diversion structure has been modified to meet conditions of the Agreement by **January 31, 2022**. The WCR shall include labeled photographs and a short project description, demonstrating LSAA compliance. The WCR shall be submitted to the Department within ten (10) days of work completion.
- 2.2 Measurement of Diverted Flow. Copies of the **Water Diversion Records** (condition 1.4) shall be submitted to the Department no later than **March 31** of each year beginning in **2022**, to report the preceding year's diversion.

All terms and conditions in the Agreement remain in effect unless otherwise noted herein.

Please **sign and return** one copy of this letter to CDFW at r1lsaeureka@wildlife.ca.gov, **within 30 days of receipt**, to acknowledge the extension and additional measures to protect fish and wildlife resources. Copies of the Agreement and this extension must be readily available at project work sites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Senior Environmental Scientist Specialist Kalyn Bocast at kalyn.bocast@wildlife.ca.gov.

Sincerely,



Scott Bauer
Senior Environmental Scientist Supervisor

cc: Kalyn Bocast
California Department of Fish and Wildlife
kalyn.bocast@wildlife.ca.gov

Chris Carroll
Timberland Resource Consultants
carroll@timberlandresource.com

ACKNOWLEDGEMENT

I hereby agree to the above-referenced amendment.

Print Name: Rama Boyd

Date: 12/31/2021

Signature: 