

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
SOUTH COAST REGION  
3883 RUFFIN ROAD  
SAN DIEGO, CA, 92123



**STREAMBED ALTERATION AGREEMENT**  
EPIMS-VEN-45318-R5  
Arroyo Conejo, Tributary to Calleguas Creek

SOUTHERN CALIFORNIA EDISON  
TD1869205 ARROYO CONEJO TRAIL DETERIORATED POLE REPLACEMENT  
PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Southern California Edison (Permittee) as represented by Victoria Parsons.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 17, 2023 that Permittee intends to complete the Project described herein.

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

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

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

## **PROJECT LOCATION**

The TD1869205 Arroyo Conejo Trail Deteriorated Pole Replacement Project (Project) is located along the banks of the South Fork of the Arroyo Conejo in the Arroyo Conejo Open Space Reserve near Thousand Oaks, Ventura County, California. The Project is located approximately 0.18-mile northeast of the intersection of Roadrunner Avenue and Red Robin Place and 0.28-mile southeast of the Hill Canyon Wastewater Treatment Plant. The Project is located at coordinates 34.2075953°N, 118.9209084°W within Section 36, Township 2 North, Range 20 West of the United States Geological Survey (USGS) Newbury Park, California 7.5-minute topographic quadrangle map. The Assessor's Parcel Number is 667-0-012-024. Maps of the Project location are included as Figures 1 and 2.

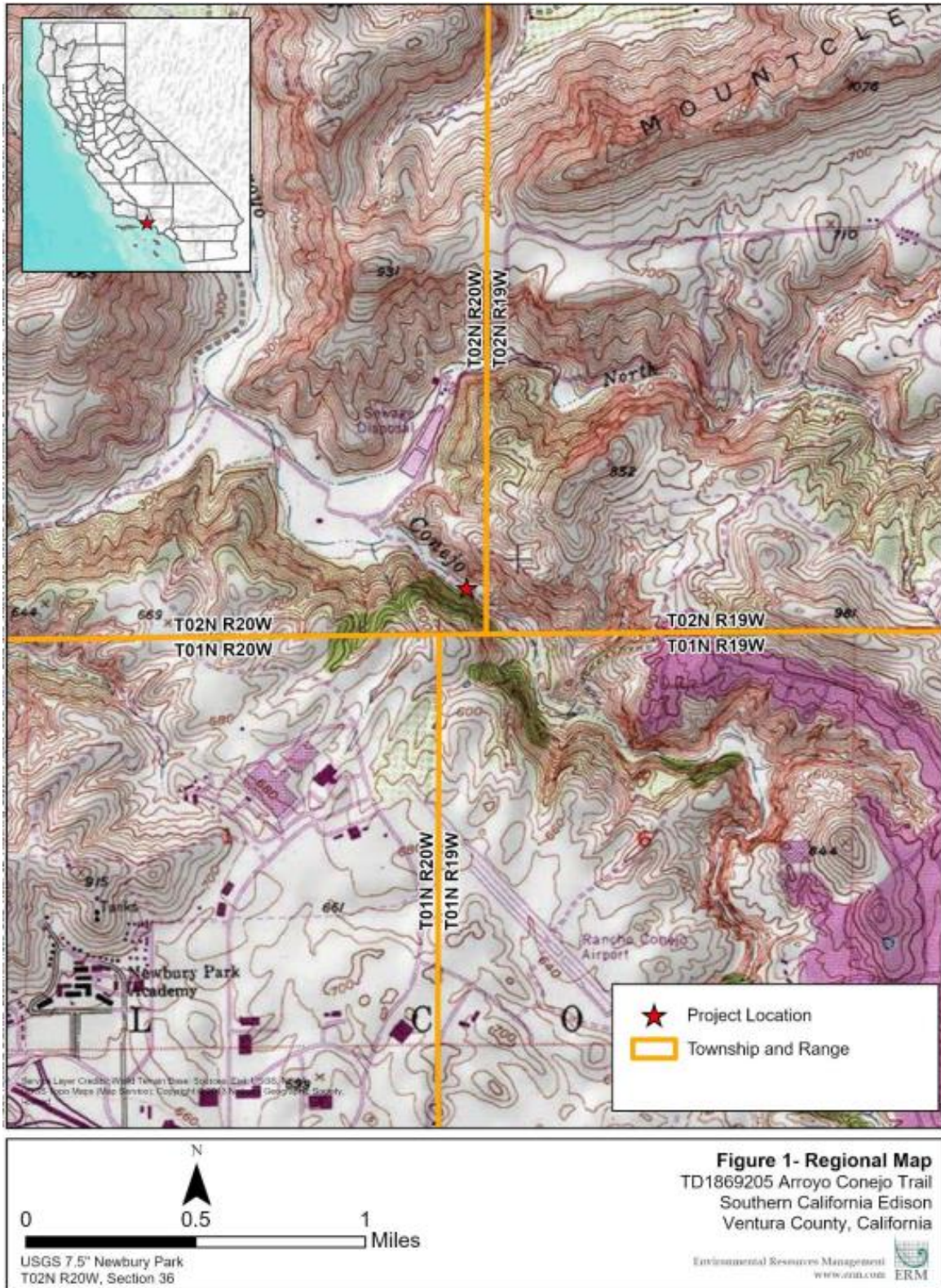


Figure 1. Regional map of Project location.



**Figure 2.** Aerial map of Project vicinity.

## PROJECT DESCRIPTION

The Project is limited to the removal and replacement of one wood utility pole (Pole 1515278E) with a new wood pole in the Arroyo Conejo Open Space Reserve.

The new pole will be set by helicopter and the new hole will be dug by hand within a three-foot radius of the old pole. Construction crews will drill an approximately 36-inch diameter hole to a depth of up to approximately eight feet. Spoils from this excavation will be sidecast onto a tarp. The helicopter will be staged approximately 0.70-mile west of the pole in an open space north of Rancho Conejo Boulevard outside of any stream. Once the new pole is set, the crew will transfer the wires from the old pole to the new pole. The old pole will be transported off site for disposal at an approved facility. Any remaining native soil will be removed from the site for disposal. The soil disturbance area and temporary work area will be limited to approximately 10 feet around the pole. The pole will be accessed on foot via the Arroyo Conejo Trail. This trail parallels the Arroyo Conejo and crosses the flowing stream twice in the approximately 0.4-mile route to reach the Project site. An aerial map of the Project site is included as Figure 3.

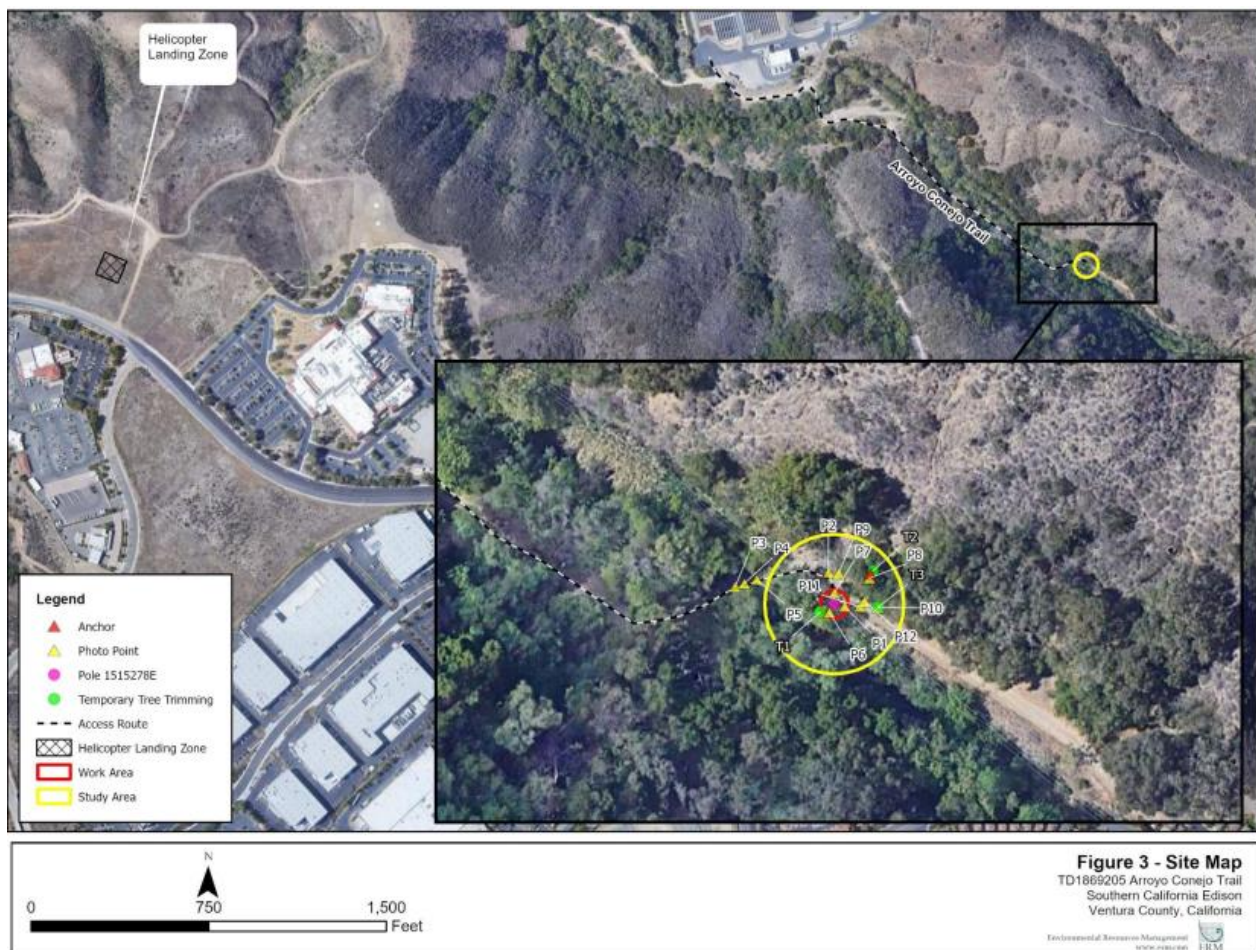


Figure 3. Aerial map of Project site.

Three trees will be impacted as a result of this Project. One California sycamore located approximately 10 feet southwest of Pole 151287E will require a trim of up to 10 percent of the canopy with no branches larger than two inches being trimmed. One coast live oak located approximately 34 feet northeast of Pole 151287E and two feet north of the pole's anchor will require a trim of up to five percent with no branches larger than two inches being trimmed. Another coast live oak located approximately 26 feet east of Pole 151287E will require a trim of up to five percent with no branches larger than two inches being trimmed.

## Equipment

Equipment required may include a helicopter and various hand tools such as shovels and chains.

## PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

**Amphibians:** California red-legged frog (*Rana draytonii*);

**Birds:** Say's phoebe (*Sayornis saya*), California towhee (*Melospiza crissalis*), bushtit (*Psaltriparus minimus*), oak titmouse (*Baeolophus inornatus*), Anna's hummingbird (*Calypte anna*), California scrub jay (*Aphelocoma californica*), dark-eyed junco (*Junco hyemalis*), least Bell's vireo (*Vireo bellii pusillus*);

**Fish:** Arroyo chub (*Gila orcuttii*);

**Plants:** mulefat (*Baccharis salicifolia*), toyon (*Heteromeles arbutifolia*), California sycamore (*Platanus racemosa*), coast live oak (*Quercus agrifolia*), arroyo willow (*Salix lasiolepis*), blue elderberry (*Sambucus mexicana*), poison oak (*Toxicodendron diversilobum*);

And all other riparian/wetland vegetation which provides habitat for these species and all other aquatic and wildlife resources in the Project vicinity.

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; change in contour of bed, channel, or bank; change in gradient of bed, channel, or bank; change in channel cross-section; degradation or aggradation of channel; accelerated channel scour; loss of bank stability during construction; increase of bank erosion during construction; change in composition of channel materials; soil compaction or other disturbance to soil layer; restriction or increase in sediment transport; increased turbidity; increased sedimentation; short-term release of contaminants; long-term release of contaminants; change in pH; loss or decline of riparian and/or emergent marsh habitat; decline of vegetative diversity; colonization by exotic plant or animal species; loss or decline of instream channel habitat; loss or decline of instream woody material; change to, or loss, or decline of natural bed substrate; construction pits and trenches that can capture

terrestrial organisms; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from Project activities; and change in stream flow.

### **Impacts:**

Project-related activities shall result in impacts of no more than 0.01-acre to the Arroyo Conejo. Impacts are from pole replacement (0.01-acre of Arroyo willow thickets) and tree trimming (5-10% of the canopy of two coast live oaks and one California sycamore).

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.5 Notification Requirements. CDFW requires that the Permittee: a) immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified; and, b) immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.
- 1.6 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or

effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts.

- 1.7 Agreed Work Activities. The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities not specifically agreed to and resolved by this Agreement shall be subject to an amendment or separate notification.
- 1.8 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.
- 1.9 Reporting of Violations. Permittee shall report any violations or non-compliance of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring (per Measure 4.2).
- 1.10 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

## **2. Avoidance and Minimization Measures**

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

### **Definitions**

- 2.1 Qualified Biologist Definition. A Qualified Biologist is an individual who is approved by CDFW to handle all terrestrial/aquatic common species and species of special concern listed above.
- 2.2 Listed Species Definition. A listed species means a candidate, threatened, or endangered species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.).
- 2.3 Fully Protected Species Definition. Fully protected species are those specifically identified in Fish and Game Code sections 3511, 4700, 5050, and 5515.

## Species Protection

- 2.4 Does Not Authorize Take of CESA-listed Species. This Agreement does not authorize take of any candidate, threatened, or endangered or candidate species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), or any species fully protected under the Fish and Game Code. “Take” means “to hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill.” (Fish & G. Code, § 86.). If there is potential for take of any CESA-protected or fully protected species, Permittee shall consult with CDFW.
- 2.5 Other Laws and Permits. This Agreement does not relieve Permittee from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the Project the Agreement covers.
- 2.6 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the Project, Project construction, or any Project-related activity during the life of the Project will result in “take,” as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee should request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service would be required to receive take authority for federal threatened and endangered species.
- 2.7 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all Project personnel entering the Project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute wallet-sized cards or a fact sheet for workers to carry on-site that contains this information and pertinent Project contacts. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.
- 2.8 Qualified Biologist. Permittee shall obtain CDFW’s written approval to qualify a biologist at least thirty (30) days before initiating any Project activities. Permittee shall submit to CDFW in writing, the name, qualifications, business address, and contact information for any biologist to conduct work under this Agreement. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site, and they shall have experience identifying, capturing, handling, and relocating the wildlife species. The Qualified Biologist shall be responsible for monitoring all

Project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this agreement.

- 2.9 On-site Biologist with Stop Work Authorization. Permittee shall have a Qualified Biologist on site to ensure all avoidance and minimization measures this Agreement requires are implemented. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site. The biologist shall be authorized to stop any Project activities if necessary to protect fish and wildlife resources. If Permittee encounters a listed or fully protected species during a Project activity that could be harmed, Permittee shall suspend work and consult with CDFW.
- 2.10 Terrestrial Wildlife Species. To avoid impact to any non-listed terrestrial wildlife species, a Qualified Biologist shall inspect the Project area prior to any Project activities. Any individuals found shall not be harassed and shall be allowed to leave the Project area unharmed. If needed, a Qualified Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the Project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Qualified Biologist shall release it into the most suitable habitat nearby the site of capture.
- 2.11 Escape Ramp in Trench. At the end of each workday, an escape ramp shall be placed at each end of any open excavation to allow wildlife that may become trapped to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than thirty (30) degrees.
- 2.12 Daily Clearance Survey. Before the start of daily Project activities, the Qualified Biologist should survey the Project area to ensure wildlife incidentally trapped due to Project activities are allowed to escape.
- 2.13 Relocation of Stranded Wildlife. If found within the Project site, the Qualified Biologist shall capture and move all species authorized by this Agreement immediately. Measures shall be taken to avoid harm and mortality resulting from relocation activities. Non-native fish and non-native aquatic species captured at the Project site shall not be returned to the wild. Non-native species include all centrarchids, carp, and catfish.
- 2.14 Wildlife Records. A record shall be maintained of all wildlife. The record shall include the date of capture, the method of capture, the location of movement relation to the Project site, and the number and species moved. The record shall be provided to CDFW within two weeks of the completion of Project activities.
- 2.15 Injured Wildlife. Subject to CDFW's pre-approval, the Qualified Biologist shall also make arrangements with a CDFW-qualified wildlife rescue and rehabilitation facility

to temporarily hold sick or injured wildlife encountered at the Project site, in accordance with California Code of Regulations, title 14, section 679. The injured wildlife shall be returned to the Project site when deemed releasable, but only after Project activities have been completed. Healthy wildlife shall not be removed from the wild or held in captivity.

- 2.16 Report Mortalities and Serious Injuries Immediately. If any native species are found dead or injured during implementation of Project-related activities, the Qualified Biologist shall contact CDFW within two hours and shall provide written notification to CDFW by writing within 24 hours. The purpose of the contact with CDFW is to review the activities resulting in mortality and to determine if additional protective measures are required.
- 2.17 Notification to the California Natural Diversity Database. If any special status species are observed during Project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) [Online Field Survey Form](#)<sup>1</sup> within five (5) days of the sightings, and provide a copy of “receipt” of the submission or the form, survey map and/or report to the CDFW’s Regional office as instructed in Contact Information section below.
- 2.18 Pre-Work General Biological Surveys. Permittee shall have the Qualified Biologist conduct two (2) pre-Project surveys within and adjacent to the proposed work area within a one-week period prior to the start of Project-related activities. Pre-Project surveys shall include: a) general surveys for botanical and wildlife resources; b) the identification of any active burrows and/or woodrat nests (if active, they should be recorded, monitored for species observations, and mapped); c) work areas with flowing or standing water shall be visually surveyed for any aquatic species that may be impacted by Project activities; and, d) surveys of culvert and bridge areas to determine if these structures are being used for nesting, roosting, or habitat refugia. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review no later than 72 hours prior to the start of Project activities. If any special status species not already covered by this Agreement or in an approved relocation plan are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately. If a lapse in Project-related work of five (5) days or longer occurs, another survey and consultation with CDFW shall be required before Project work can be reinitiated.

## **Birds**

- 2.19 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to

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<sup>1</sup> <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data>

take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

2.20 Nesting and/or Breeding Birds. The Permittee shall not conduct any ground-disturbing or vegetation-disturbing activities at the Project site from February 1 to September 15 to avoid impacts to nesting and/or breeding birds.

2.21 Take of Bird Nests. Permittee shall not take or destroy nests (or eggs) of birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513.

## **Amphibians**

2.22 California Red-Legged Frog. Because the Project site has been determined to have the potential for California red-legged frog to exist, the Permittee shall postpone all Project-related activities until the frogs have left the Project site. In addition, the Permittee shall be responsible for compliance with Avoidance and Minimization Measures 2.22.1-2.22.4.

2.22.1 California Red-Legged Frog – Protection. In the event California red-legged frog is found in the Project area, the Qualified Biologist shall direct and inspect all Project-related activities.

2.22.2 California Red-Legged Frog – Sediment Disposal. If California red-legged frog is found in the Project area, removed sediment and vegetation shall be removed directly from the site. Sediment and vegetation shall not be piled on the ground unless it is later transferred under the direct supervision of the Qualified Biologist.

2.22.3 California Red-Legged Frog – Daily Inspection. In the event California red-legged frog is found in the Project area, the Qualified Biologist shall inspect the work area and areas adjacent to the work area where equipment will be staged or operated prior to mobilization of equipment.

2.22.4 California Red-Legged Frog – Stop Work Authority. The Qualified Biologist shall have the authority to halt work activities that may affect California red-

legged frog adults, tadpoles, or egg masses until they can be moved out of harm's way.

### **Vegetation Protection**

2.23 Woody Perennial Vegetation Avoidance. No living native vegetation within the bed, bank, or channel of the stream with a diameter measured at breast height (DBH) in excess of three (3) inches shall be removed or damaged without prior consultation and approval from CDFW.

2.24 Demarcate Work Area Boundary. Permittee or Qualified Biologist shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat/vegetation and to provide visual orientation to the work limits. Method of demarcation may vary but shall be in place during all periods of operation. All persons employed or otherwise working on the Project site shall be instructed about the restrictions that the marking represents.

### **Species Protection**

2.25 Non-listed Special Status Species and other Vertebrates. The Qualified Biologist shall be present during work in all river, stream, or lake during all ground-disturbing and vegetation removal activities to monitor for non-listed, special status, and/or common ground-dwelling vertebrates encountered in the path of Project-related activities. The Qualified Biologist shall make every effort to move the species out of harm's way to the extent feasible by doing one of the following: (1) Utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area; (2) Install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; and (3) If the Qualified Biologist has the appropriate handling permits, capture/move species to appropriate habitat outside the disturbance area. The Qualified Biologist shall have the authority to temporarily stop construction activities until the species is determined to be out of harm's way. Should CDFW personnel visit the site during Project-related activities occurring within a river, stream, or lake and no Qualified Biologist is available, construction activities within the river, stream, or lake shall be halted.

### **Habitat Protection**

2.26 No Work in Wetted Portions. To prevent any impacts to species, all work shall be completed without water contact techniques. No work shall be performed in areas where water is present. Additionally, no dewatering or surface water diversion activities are authorized. Construction crews may cross the stream on foot for access to the Project site; however, no heavy equipment may enter the stream.

2.27 Weather Limitations. Permittee's activities within the stream shall be restricted to periods of low rainfall (less than ¼ inch per 24-hour period) and periods of no or low stream flow and dry weather (with less than a 40 percent chance of rain). Precipitation forecasts and potential increases in stream flow shall be considered

when planning maintenance activities. All erosion control measures shall be utilized to meet the Measures of this Agreement. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project area. Weather forecasts shall be documented upon request by CDFW.

- 2.28 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service [72-hour weather forecasts](#)<sup>2</sup> shall be reviewed prior to the start of any phase of the Project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement.
- 2.29 Night Work Restriction. Permittee activities shall be limited to the period of daylight hours to limit disturbances on wildlife activity; no night work is authorized.

### **Fill and Spoils**

- 2.30 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction.
- 2.31 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction.

### **Erosion Control, Turbidity, and Siltation**

- 2.32 Erosion Control Materials. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to all rivers, streams, and lakes. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the Project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.33 Sediment and Runoff Control. Sediment from Project-related activities shall be removed from seasonally dry portions of the stream where it might likely be washed into the stream or inundated by high flows prior to storm events. Sediment from Project-related activities shall not be placed where it is likely to have a negative impact on emergent native vegetation or where it is likely to have a negative impact on native trees. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion

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<sup>2</sup> <http://www.nws.noaa.gov>

potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

- 2.34 Contaminated Site Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a flowing stream, dry ephemeral stream, or into storm drains. Such water shall be settled, filtered, or otherwise treated prior to discharge back into the water body.
- 2.35 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation.

### **Equipment and Access**

- 2.36 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the Project site.
- 2.37 Vehicle Access. Vehicles shall not be driven through, or equipment operated where wetland vegetation, riparian vegetation, or aquatic organisms may be harmed or destroyed. Vehicles shall not drive in wetted areas.
- 2.38 Staging Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.
- 2.39 Vehicle Maintenance. Any equipment or vehicles driven and/or operated adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- 2.40 Pollution Prevention. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of Project-related activities. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

### **Herbicide and Invasive Species**

- 2.41 Remove Invasive Vegetation by Hand. Whenever practical, invasive species shall be removed by hand or by hand-operated power tools.
- 2.42 Pesticide, Herbicide, and Rodenticide Application. Permittee shall not use any pesticide or herbicide. If pesticides and herbicides must be used, Permittee shall consult with CDFW and obtain written approval from CDFW before using any pesticides and/or herbicides. Rodenticides shall not be used in the Project area at any time.

- 2.43 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or watershed to another. Prevention BMPs and guidelines for invasive plants can be found on the [California Invasive Plant Council's website](#)<sup>3</sup>, and for invasive mussels and aquatic species can be found at the [Stop Aquatic Hitchhikers website](#)<sup>4</sup>.
- 2.44 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the stream and/or between each use in different watersheds.
- 2.45 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed and make contact with water or wetted soils prior to entering and after exiting the stream. If equipment is operating to avoid contact with water or wetted soils, then it is otherwise permissible to conduct the work without specialized decontamination procedures for aquatic invasive animal species (Conditioned in this Agreement), but activities would need to be in compliance with other Conditions of this Agreement and any other federal, state, or local laws or ordinances. For example, general conditions in the existing Agreement to make sure visible dirt, mud, and plant materials are removed from equipment prior to entering the stream, but do not require the specialized thermal, freezing, and/or drying methods developed for aquatic invasive animal species.

If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of five (5) minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watersheds, and returned to the Project site.

- 2.46 Decontamination of Vehicles and Equipment. If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate vehicles and other Project-related equipment too large to immerse in a hot water bath by

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<sup>3</sup> <http://www.cal-ipc.org/ip/prevention/index.php>

<sup>4</sup> <http://www.protectyourwaters.net/>

pressure washing with hot water a minimum of 140°F at the point of contact or 155°F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g. storage compartments) for a minimum of ten (10) minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible.

- 2.47 Decontamination Sites. If decontamination for aquatic invasive animal species is applicable, Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into rivers, streams, lakes, and other sensitive habitat areas.
- 2.48 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed [Suspect Invasive Species Report](#)<sup>5</sup>, and photos to the Invasive Species Program by email at: [invasives@wildlife.ca.gov](mailto:invasives@wildlife.ca.gov). Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

### **Pollution, Litter and Cleanup**

- 2.49 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.
- 2.50 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, wildlife, or riparian habitat resulting from Project-related activities shall be prevented from contaminating the soil and/or entering a stream or watercourse.
- 2.51 Pollution Compliance. The Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of the Permittee to ensure compliance.
- 2.52 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily during Project activities.
- 2.53 Trash Receptacles. Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scraps, food wrappers, beverage, and other miscellaneous trash generated by work force personnel.

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<sup>5</sup> <https://wildlife.ca.gov/Conservation/Invasives/Report>

2.54 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

2.55 Unauthorized Impacts. The Permittee shall notify CDFW if unauthorized impacts occur to the stream during Project-related activities.

### **3. Temporary Impacts**

Permittee shall restore temporary impacts to stream bed, bank, and channel identified above that cannot be avoided or minimized. The Permittee shall provide for restoration of temporary impacts through Measure 3.1.

3.1 Temporary Impacts. The Permittee shall restore all areas within the Project area temporarily impacted by Project activities, such as staging areas and temporary access areas. Temporary impact areas altered during the Project shall be returned to natural contours without creating a possible future bank erosion problem within 30 days of pole replacement. Permittee shall be responsible for restoration of contours to pre-Project conditions in the event that subsequent erosion is caused by the Project. In addition, the Permittee shall restore all impacts to native vegetation to return habitat conditions to habitat that is as good or better quality than pre-Project conditions. Permittee shall adhere to the following measures.

3.1.1 Pre-Implementation of Temporary Impacts. The Qualified Biologist shall take photos of the proposed temporary access route and temporary impact areas prior to implementation. The pre-Project photos shall clearly show all potential impacts to the stream and native vegetation and shall be taken from designated photo points. These photos shall be provided to CDFW with the pre-work general biological surveys (see Measure 2.18) prior to impacts to the stream.

3.1.2 Post-Implementation of Temporary Impacts. The Qualified Biologist shall take photos of the temporary access route and temporary impact areas after completion of the pole replacement and prior to restoring the temporary access route and temporary impact areas. These photos shall clearly show the extent of all impacts to the stream and native vegetation and shall be taken from the designated photos points previously determined.

3.1.3 Post-Restoration of Temporary Access Route. The Qualified Biologist shall take photos of the temporary access route and temporary impact areas after completion of restoration. These photos shall clearly show the extent of the restoration of all impacts to the stream and native vegetation and shall be taken from the designated photo points previously determined.

3.1.4 Restoration Completion Report. Within 90 days following pole replacement, a restoration completion report shall be submitted to CDFW that includes a

description of the restoration activities performed and photos of the temporary impact areas pursuant to Measures 3.1.1, 3.1.2, and 3.1.3.

- 3.1.5 Restoration Success. CDFW may request a site visit to determine if the restoration portion of this Agreement is deemed complete by the Permittee. If CDFW determines that the restoration portion of the Agreement is not complete, then additional restoration, monitoring, and reporting may be required.

#### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work and Prior to Completion of Work. The Permittee shall notify CDFW, in writing, at least five (5) working days prior to initiation of Project-related activities and at least five (5) working days prior to completion of Project-related activities. Notification shall be sent through the Environmental Permit Information Management System (EPIMS) and to the e-mail address: [EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov), Reference # EPIMS-VEN-45318-R5.
- 4.2 Reporting. Permittee shall submit the following reports to CDFW through EPIMS as well as to the email address [EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov) Reference # EPIMS-VEN-45318-R5 and CC [Andrew.Chambers@wildlife.ca.gov](mailto:Andrew.Chambers@wildlife.ca.gov).
- 4.2.1 Notification Requirements. Permittee shall immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented or if they anticipate that measures will not be implemented within the time period specified and will immediately notify CDFW if any protective measures are not providing the level of protection that is appropriate for the impact that is occurring and recommendations for alternative protective measures as described in Avoidance and Minimization Measure 1.5.
- 4.2.2 Reporting of Violations. Permittee shall report any violations of the Agreement whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contacts identified in the Contact Section within 48 hours of the violation occurring as described in Avoidance and Minimization Measure 1.9.
- 4.2.3 Resumes for Qualified Biologist. Permittee shall submit resumes for the role of Qualified Biologist at least 30 days before initiating Project activities as described in Avoidance and Minimization Measure 2.8.
- 4.2.4 Wildlife Records. Permittee shall provide a record of all wildlife encountered at the Project site within two weeks of the completion of Project activities as described in Avoidance and Minimization Measure 2.14.

- 4.2.5 Reporting Mortalities or Serious Injuries. Permittee shall contact CDFW to report any mortalities or serious injuries to native species within two hours and shall provide written notification to CDFW by writing within 24 hours as described in Avoidance and Minimization Measure 2.16.
- 4.2.6 Notification to the California Natural Diversity Database. Permittee shall submit a copy of the receipt of submission to the CNDDDB within 5 days of the sightings if any special status species are observed during Project implementation as described in Avoidance and Minimization Measure 2.17.
- 4.2.7 Pre-work General Biological Surveys. Permittee shall submit survey results for CDFW review no later than 72 hours prior to the start of Project activities as described in Avoidance and Minimization Measure 2.18.
- 4.2.8 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project implementation as described in Avoidance and Minimization Measure 2.48.
- 4.2.9 Spill Cleanup and Containment. Permittee shall notify CDFW immediately of any spills as described in Avoidance and Minimization Measure 2.54.
- 4.2.10 Restoration Completion Report. Permittee shall provide a restoration completion report within 90 days of pole removal as described in Avoidance and Minimization Measure 3.1.
- 4.2.11 Final Report. Permittee shall submit a final report to CDFW no later than 30 days after the Project is fully completed. The Final Report shall summarize the Project, including a summary of the implementation of each Protective Measure of this Agreement. The Final Report shall include documentation of animals moved out of harm's way, reports of special status species to CNDDDB, reports of invasive species removed, monitoring reports, reports of newly discovered invasive species, pre-Project photographs, post-Project photographs, biological survey notes (including construction monitoring), and the total amount of area impacted post-Project (including staging and access areas).
- 4.3 Format of Reports. All reports shall be submitted to CDFW electronically and shall include [geographic information system \(GIS\) shapefiles](#)<sup>6</sup>, along with the appropriate metadata, of the Project area. Electronic versions of reports shall be submitted through the Environmental Permit Information Management System (EPIMS). Click or paste this link in your browser to be routed to EPIMS:  
<https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>

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<sup>6</sup> <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>

4.4 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's avoidance, minimization, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

## **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

### To Permittee:

Victoria Parsons  
Southern California Edison  
EPIMS-VEN-45318-R5  
TD1869205 Arroyo Conejo Trail Deteriorated Pole Replacement Project  
2244 Walnut Grove Avenue,  
Rosemead, CA 91770  
[Victoria.Parsons@sce.com](mailto:Victoria.Parsons@sce.com)  
[Wetlands@sce.com](mailto:Wetlands@sce.com)

### To CDFW:

Department of Fish and Wildlife  
South Coast Region  
3030 Old Ranch Parkway, Suite 400  
Seal Beach, CA 90740  
EPIMS-VEN-45318-R5  
TD1869205 Arroyo Conejo Trail Deteriorated Pole Replacement Project  
[EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov)  
[Andrew.Chambers@wildlife.ca.gov](mailto:Andrew.Chambers@wildlife.ca.gov)

## **LIABILITY**

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

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

## **SUSPENSION AND REVOCATION**

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

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

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

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

## **AMENDMENT**

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

## **EFFECTIVE DATE**

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

under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 [filing fee](#)<sup>7</sup>.

## **TERM**

This Agreement shall expire on June 5, 2030, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

## **AUTHORITY**

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

## **AUTHORIZATION**

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

## **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.**

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<sup>7</sup> <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>