

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



STREAMBED ALTERATION AGREEMENT
EPIMS-LAN-37422-R5
Santa Clara River

SOUTHERN CALIFORNIA EDISON
TD1765379 SOLEDAD CANYON 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 February 9, 2022, 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 TD1765379 Soledad Canyon Deteriorated Pole Replacement Project (Project) is located within the Santa Clara River between Bouquet Canyon Road and Golden Valley Road in the City of Santa Clarita, Los Angeles County, California, at coordinates latitude 34.4181701, longitude -118.5242711, within Section 23, Township 4 North, Range 16 West of the United States Geological Survey (USGS) Newhall, California 7.5-minute quadrangle map. Aerial maps of the Project location are included as Figures 1 and 2.

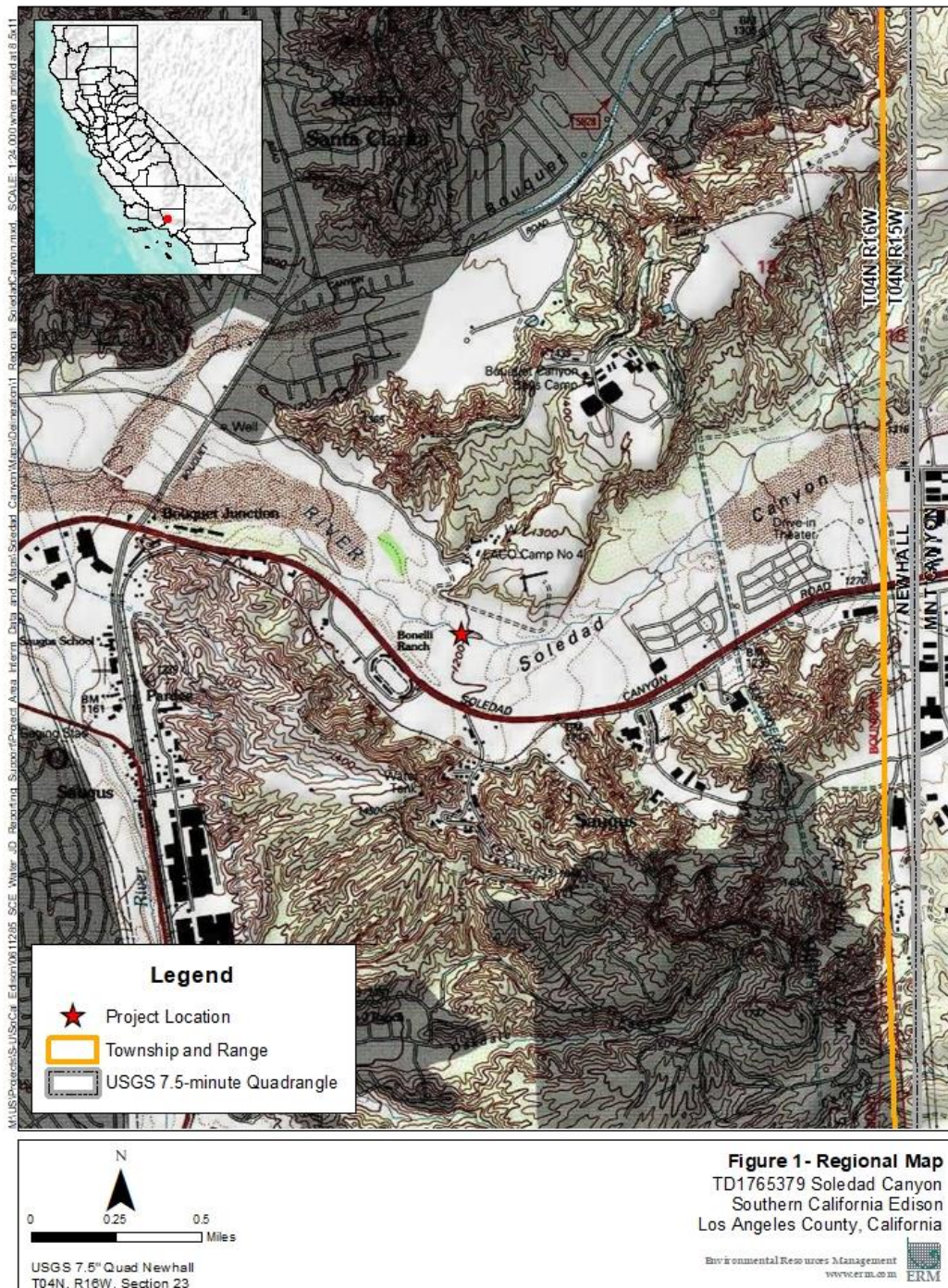


Figure 1: Aerial map of the TD1765379 Soledad Canyon Deteriorated Pole Replacement Project (Environmental Resources Management, 2022).



Figure 2: Project location map of the TD1765379 Soledad Canyon Deteriorated Pole Replacement Project (Environmental Resources Management, 2022).

PROJECT DESCRIPTION

The Project is limited to the removal and replacement of a wood utility pole (Pole 1059471E), caisson, and anchor rod. The new 36-inch steel caisson will be 25-feet long and buried to a depth of 13 feet. A new 48-inch hole will be excavated to 13 feet deep using a machine auger directly south of the existing pole. Excavated spoils will be stockpiled on tarps. The backfill between the new steel caisson and the native soil wall of the excavated hole will consist of two-sack slurry to eliminate any voids. Once the new caisson is set with the new pole in place, the space between the new pole and the caisson will be backfilled with concrete. Concrete will be mixed off site and delivered by concrete truck and pumped by a concrete pumper truck. Conductors will then be transferred from the old pole to the new pole. The old pole and caisson will be removed. Some native soil from the excavation for the new pole and caisson will be used to backfill the void left by the removal of the old pole and caisson restoring the area to original contours. Removed materials and excess spoils will be disposed of at an approved facility.

The existing anchor will be excavated by backhoe and line truck. After installation of the new anchor, the excavated hole (36 inches in diameter and eight and a half feet deep) will be backfilled with the excavated soil. The area of soil disturbance (excavation, sidecast, and backfill) will be limited to approximately ten feet around the pole and around the new and existing anchors, as well as a general 25-foot temporary work area around the pole for the staging and operation of equipment.

The pole will be accessed from Duane R Harte Park and the Santa Clara River Trail approximately 385 feet northwest of the pole. An existing gate off the Santa Clara River Trail marks a slightly overgrown path into the river. From the gate, the overland access route extends south for approximately 200 linear feet through California sagebrush – black sage scrub, Fremont cottonwood woodland, and unvegetated streambed. It then extends for approximately 365 linear feet to the east to access the work area. Rubber-tired vehicles will be used to access the Project site and some California sagebrush – black sage scrub will be crushed under the rubber-tired vehicles. An aerial map of the Project site and the impact area is included as Figure 3.



Figure 3: Vegetation map of the TD1765379 Soledad Canyon Deteriorated Pole Replacement Project (Environmental Resources Management, 2022).

Equipment

The following equipment may be used to facilitate this Project: truck mounted auger, backhoe, concrete truck, concrete pumper truck, line truck, and hand tools.

PROJECT IMPACTS

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

Birds: Cooper's hawk (*Accipiter cooperii*), white-tailed kite (*Elanus leucurus*), coastal California gnatcatcher (*Poliophtila californica californica*), least Bell's vireo (*Vireo bellii pusillus*);

Fish: Santa Ana sucker (*Catostomus santaanae*), unarmored threespine stickleback (*Gasterosteus aculeatus williamsoni*), arroyo chub (*Gila orcutti*);

Herpetofauna: California legless lizard (*Anniella pulchra*), California glossy snake (*Arizona elegans occidentalis*), coastal whiptail (*Aspidoscelis tigris stejnegeri*), coast horned lizard (*Phrynosoma blainvillii*), western spadefoot (*Spea hammondi*);

Plants: Fremont cottonwood (*Populus fremontii*), arroyo willow (*Salix lasiolepis*), California sagebrush (*Artemisia californica*), rabbit brush (*Ericameria nauseosa*), black sage scrub (*Salvia mellifera*), slender mariposa lily (*Calochortus clavatus* var. *gracilis*), Plummer's mariposa lily (*Calochortus plummerae*), slender-horned spineflower (*Dodecahema leptoceras*), Palmer's grapplinghook (*Haragonella palmeri*);

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 0.07 acres to the Santa Clara River. The habitat types impacted by this Project consists of California sagebrush

– black sage scrub, Fremont cottonwood woodland, and unvegetated streambed. These impacts are a result of access routes, staging areas, crushing vegetation with rubber-tired vehicles, and the replacement/removal of a wood pole, caisson, and anchor.

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 a separate notification.

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 State-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 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 30 degrees.
- 2.12 Daily Clearance Survey. Before the start of daily Project activities, the Qualified Biologist or construction monitor 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](#)¹ electronically within five 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.

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

2.18 Pre-Work General Biological Surveys. Permittee shall have the Qualified Biologist conduct two pre-Project surveys within and adjacent to the proposed work area within a one-week period prior to the start of Project-related activities. This survey shall be performed annually before the start of Project-related activities for the season. 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 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 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 Birds. Permittee shall avoid impacts to nesting birds by implementing the following protection measures.

2.20.1 Seasonal Window for Vegetation Removal. Permittee shall not conduct any ground-disturbing or vegetation-disturbing activities at the Project site from February 1 to September 1 to avoid impacts to nesting and/or breeding birds, unless prior written CDFW approval has been provided.

2.20.2 Pre-construction Nesting Bird Surveying. A Designated Biologist shall conduct a minimum of two nesting bird surveys at the appropriate time of day, during appropriate weather conditions within and adjacent to the Project. The final

survey shall occur no more than 72 hours prior to Project activities. Surveying shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of area subject to this Agreement; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. The survey shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, a Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. A Designated Biologist shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, a Designated Biologist shall monitor the nest for a minimum of one hour for presumed non-raptors, and a minimum of four hours for raptors during the non-breeding season prior to approaching the nest to determine status. A Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW **within 24 hours of surveys**.

2.20.3 Buffers and Monitoring. When an active nest is confirmed, a Designated Biologist shall immediately establish a sufficient buffer surrounding the nest based on their best professional judgement and experience that would adequately avoid impacts to said nest. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, a Designated Biologist shall document baseline behavior, stage of reproduction, expected fledge date, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. A Designated Biologist or a Biological Monitor shall continuously monitor the nest daily during the course of Project activities, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If a Designated Biologist determines that Project activities may be causing an adverse reaction, a Designated Biologist shall adjust the buffer accordingly.

2.20.4 Reporting. A Designated Biologist shall provide summary reports to CDFW **no less than once weekly** regarding discovery of any new nests, the status/outcome of any previously identified nest, and any adjustments made to

established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW immediately.

- 2.21 Least Bell's Vireo and California Coastal Gnatcatcher. Permittee shall either: 1) During the appropriate season the year prior to construction, the Designated Biologist shall conduct protocol surveys for least Bell's vireo² and California coastal gnatcatcher³. Survey results, including findings, analysis, recommendations, and field notes shall be provided to CDFW for review **within 60 days of each species' survey's completion**. Depending on the survey results, additional measures may be required to avoid impacts to these CESA-listed species; or 2) Permittee shall assume presence of least Bell's vireo and California coastal gnatcatcher in the vicinity of the Project areas and shall not perform Project activities during the nesting season to avoid impacting species individuals. Designated Biologists shall be present at Project areas in the early morning prior to the start of each workday's Project activities, and during the course of each workday's Project activities to monitor for least Bell's vireo and California coastal gnatcatcher. If least Bell's vireo or California coastal gnatcatcher are observed within or adjacent to any Project area during the course of Project activities, all work will immediately cease, and Permittee **shall contact CDFW immediately**.
- 2.22 White-Tailed Kite. The Designated Biologist shall survey the proposed work area to verify the presence or absence of white-tailed kite. Survey results, including locations of any detected individuals, negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review a minimum of five days before the start of work or two weeks after the conclusion of the survey, whichever comes first. This survey shall be completed before the start of work or if there is a pause in Project-related activities of five days or more. Work shall not commence or continue until any white-tailed kite move from the area of their own volition. CDFW shall be notified of any white-tailed kite sightings within 1,000 feet of the work area. All observations must be reported to CDFW within 12 hours of observation. White-tailed kite is a state fully protected species (see Avoidance and Minimization Measure 2.3).

Fish

- 2.23 Santa Ana Sucker, Unarmored Threespine Stickleback, and Arroyo Chub Protection. To prevent any impact to Santa Ana sucker, unarmored threespine stickleback, and Arroyo chub, all work shall be completed without water contact techniques so that no work, including access, shall be performed in areas where any water is present. Additionally, no dewatering activities are authorized. Unarmored threespine stickleback is a state fully protected species (see Avoidance and Minimization Measure 2.3).

² <https://www.fws.gov/sites/default/files/documents/survey-protocol-for-least-bells-vireo.pdf>

³ <https://www.fws.gov/sites/default/files/documents/survey-protocol-for-coastal-california-gnatcatcher.pdf>

Herpetofauna

2.24 Special Status Herpetofauna Species. Within 30 days prior to Project-related activities commencing for the season or if work is paused for five days or more, the Qualified Biologist shall conduct surveys to determine the presence of sensitive herpetofauna species, such as California legless lizard, California glossy snake, coastal whiptail, coast horned lizard, or other rare or protected species. Separate and species-specific surveys shall be conducted at the appropriate time and with the appropriate methodology to determine if any of the above species are present within the Project area. Surveys shall incorporate appropriate methods to detect these species, including individuals that could be concealed in burrows, beneath leaf litter, or in loose soil prior to any Project-related activities in areas that have or may have the potential to support these species. Upon completion of surveys and no later than five days prior to the start of Project-related activities, the survey results, including negative findings, analysis, recommendations, and field notes shall be provided to CDFW for review. If any special status herpetofauna species is positively identified within the Project area, then the analysis and recommendation section shall include measures that will be taken for avoidance based on species- and site-specific information. Should any special status herpetofauna be found during pre-Project surveys in an identified work area, the Qualified Biologist shall delay all Project ground-disturbing or vegetation-disturbing activities until the species has left the work area voluntarily.

Vegetation Protection

2.25 Rare Plant Surveys. Prior to implementing Project-related activities, Permittee shall have a Qualified Biologist conduct surveys to determine the presence or absence of special status plant species such as slender mariposa lily, Plummer's mariposa lily, slender-horned spineflower, Palmer's grapplinghook, or other special status species using the Survey Protocols for Rare and Special Status Native Plant Populations and Sensitive Natural Communities⁴. Survey results including negative findings, analysis, and recommendations, along with the field notes and documentation of the verified reference site shall be provided to CDFW at least one week prior to commencement of Project-related activities. Should any state-listed plants be found on the Project site, Permittee shall immediately consult with CDFW. Should any special status species be found, the Permittee shall develop and implement a protection and monitoring plan for these species, which may include plans for relocation of these species and/or additional mitigation. This plan shall be reviewed and approved by CDFW prior to commencement of Project-related activities. The results of any surveys and any protective measures instituted as a part of a protection and monitoring plan shall be provided to CDFW within one week from implementation.

2.26 Woody Perennial Vegetation Avoidance. No living native vegetation within the bed, bank, or channel of the stream with a diameter measured at breast height in

⁴ <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>

excess of three inches shall be removed or damaged without prior consultation and approval from CDFW.

- 2.27 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

- 2.28 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

- 2.29 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.
- 2.30 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 forecasts⁵ shall be reviewed prior to the start of

⁵ <http://www.nws.noaa.gov>

any phase of the Project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement.

- 2.31 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

- 2.32 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction.
- 2.33 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction. Any work in a wetted portion of a streambed shall be approved by CDFW prior to construction.

Erosion Control, Turbidity, and Siltation

- 2.34 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.
- 2.35 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 potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
- 2.36 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.
- 2.37 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation.

Equipment and Access

- 2.38 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.
- 2.39 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 unless specific authorization is obtained prior to the activity.
- 2.40 Staging Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.
- 2.41 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.
- 2.42 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

- 2.43 Remove Invasive Vegetation by Hand. Whenever practical, invasive species shall be removed by hand or by hand-operated power tools.
- 2.44 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.
- 2.45 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](http://www.cal-ipc.org/ip/prevention/index.php)⁶,

⁶ <http://www.cal-ipc.org/ip/prevention/index.php>

and for invasive mussels and aquatic species can be found at the [Stop Aquatic Hitchhikers website](#)⁷.

2.46 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.

2.47 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 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of eight 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.

2.48 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 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 10 minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible.

⁷ <http://www.protectyourwaters.net/>

- 2.49 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.
- 2.50 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](#)⁸ and photos to the Invasive Species Program by email at: 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

- 2.51 Concrete – Primary Containment. No concrete or any cement product may be poured if measurable rain is forecasted within 15 days. Cement shall not be poured in or near Castaic, to reduce the potential for significant adverse impacts to Castaic Creek, water or biota without prior approval. If any concrete is poured after November 1, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time. To prevent the release of materials that may be toxic to fish and other aquatic species, the poured concrete structure(s) shall be isolated from water and allowed to dry/cure for a minimum of 30 days. The Permittee or Designated Monitor (see condition below) shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to a tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to enter the water or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request. A non-toxic substance that can buffer the pH shall be made available on site to use if any contamination to water occurs. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.
- 2.52 Concrete – Designated Monitor. At all times when the Permittee is pouring or working with wet concrete, there shall be a Designated Monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

⁸ <https://wildlife.ca.gov/Conservation/Invasives/Report>

- 2.53 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.
- 2.54 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.
- 2.55 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.
- 2.56 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.
- 2.57 Trash Receptacles. Permittee shall install and use fully covered trash receptacles with secure lids (i.e., wildlife proof) that contain all food, food scraps, food wrappers, beverage, and other miscellaneous trash generated by work force personnel.
- 2.58 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.

Temporary Impacts and Unauthorized Impacts

- 2.59 Restore Impacts and Stream to Previous Grade. If the gradient of the stream may be altered during Project-related activities, the Permittee shall return its contours as close as possible to pre-Project conditions. Permittee shall be liable 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. Within 30 days of Project completion, Permittee shall restore all temporary impact areas, and no later than 90 days following Project completion a letter shall be submitted to CDFW that includes a description of the restoration activities performed and photographs of the temporary impact areas before and after restoration.
- 2.60 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.

- 2.61 Unauthorized Impacts. Permittee shall conserve habitat at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that additional habitat conservation is required, the type of habitat conservation shall be determined by CDFW, and may include creation, restoration, enhancement, and/or preservation.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification Prior to Work and Prior to Completion of Work. The Permittee shall notify CDFW, in writing, at least five days prior to initiation of Project-related activities and at least five 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, Reference # LAN-37422-R5.
- 3.2 Reporting. Permittee shall submit the following reports to CDFW through EPIMS as well as to the email address EPIMS.R5@wildlife.ca.gov Reference # LAN-37422-R5 and CC Andrew.Chambers@wildlife.ca.gov.
- 3.2.1 Resumes for Qualified Biologist. Permittee shall submit resumes for the role of Qualified Biologist as described in Avoidance and Minimization Measure 2.8.
- 3.2.2 Wildlife Records. Permittee shall provide a record of all wildlife encountered at the Project site as described in Avoidance and Minimization Measure 2.14.
- 3.2.3 Reporting Mortalities or Serious Injuries. Permittee shall contact CDFW to report any mortalities or serious injuries to native species as described in Avoidance and Minimization Measure 2.16.
- 3.2.4 Notification to the California Natural Diversity Database. Permittee shall submit a copy of the receipt of submission to the CNDDB if any special status species are observed during Project implementation as described in Avoidance and Minimization Measure 2.17.
- 3.2.5 Pre-work Survey Report. Permittee shall submit survey results as described in Avoidance and Minimization Measure 2.18.
- 3.2.6 White-Tailed Kite Surveys. Permittee shall submit survey results and notice of observations as described in Avoidance and Minimization Measure 2.22.

- 3.2.7 Herpetofauna Surveys. Permittee shall submit survey results as described in Avoidance and Minimization Measure 2.23.
- 3.2.8 Rare Plant Surveys. Permittee shall submit survey results as described in Avoidance and Minimization Measure 2.24.
- 3.2.9 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 2.49.
- 3.2.10 Spill Cleanup and Containment. Permittee shall notify CDFW immediately of any spills as described in Avoidance and Minimization Measure 2.58.
- 3.2.11 Restoration Activity Report. Permittee shall submit a report documenting restoration activities at the Project site as described in Avoidance and Minimization Measure 2.59.
- 3.2.12 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).
- 3.3 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system (GIS) [shapefiles](#)⁹, along with the appropriate metadata, of the Project area.
- Electronic versions of reports shall be submitted through the [Environmental Permit Information Management System \(EPIMS\)](#)¹⁰.
- 3.4 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.

⁹ <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>

¹⁰ <https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>

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-LAN-37422-R5
TD1765379 Soledad Canyon Deteriorated Pole Replacement Project
2244 Walnut Grove Avenue,
Rosemead, CA 91770
Victoria.Parsons@sce.com
Wetlands@sce.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-LAN-37422-R5
TD1765379 Soledad Canyon Deteriorated Pole Replacement Project
EPIMS.R5@wildlife.ca.gov
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](https://www.wildlife.ca.gov/Conservation/CEQA/Fees)¹¹.

TERM

This Agreement shall expire on Jan 8, 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.

¹¹ <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>

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.