



DEPARTMENT OF FISH AND GAME

http://www.dfg.ca.gov
4949 Viewridge Avenue
San Diego, CA 92123
(858) 467-4201



March 11, 2004

Browning Ferris Industries of California
Attn: Frank Kiesler
14747 San Fernando Road
Sylmar, CA 91342

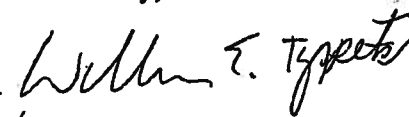
Dear Mr. Kiesler:

Enclosed is Streambed Alteration Agreement # **R5-2003-0005** that authorizes work on the Sunshine Canyon Landfill Expansion project impacting unnamed drainages to Bull Creek in Los Angeles County. This action is authorized under Section 1600 of the Fish and Game Code and has been approved by the California Department of Fish and Game. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the Department filed a Notice of Determination (NOD) on the project on 3-11-04. Under CEQA regulations, the project has a 30-day statute of limitations on court challenges of the Department's approval under CEQA.

The Department believes that the project fully meets the requirements of the Fish and Game Code and CEQA. However, if court challenges on the NOD are received during the 30-day period, then an additional review or even modification of the project may be required. If no comments are received during the 30-day period, then any subsequent comments need not be responded to. This information is provided to you so that if you choose to undertake the project prior to the close of the 30-day period, you do so with the knowledge that additional actions may be required based on the results of any court challenges that are filed during that period.

Please contact Betty Courtney at (661) 263-8306 if you have any questions regarding the Streambed Alteration Agreement.

Sincerely,

sa 
C.F. Raysbrook
Regional Manager

Enclosure

cc: Betty Courtney

CALIFORNIA DEPARTMENT OF FISH AND GAME
4949 Viewridge Ave.
San Diego, California 92123

Notification No. R5-2003-0005 revision 3
Page 1 of 13

February 24, 2004

AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Frank Kiesler (General Manager) of Browning Ferris Industries of California, 14747 San Fernando Road, Sylmar, CA 91342 (818) 833-6511, State of California, hereinafter called the Operator, is as follows:

WHEREAS, pursuant to Section 1603 of California Fish and Game Code, the Operator, on the 7th day of January, 2003, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, the following water(s): unnamed drainages a tributary to the Bull Creek, Los Angeles County, California, Sections 23 and 24 Township 3N Range 16W of USGS Oat Mountain Quadrangle, Lat/Long 34°19'23.0160"/ 118°30'20.9880"; County Assessor's Parcel Number Lot 9 of Tract No. 10422, recorded in Book 157 pp.38-44.

WHEREAS, the Department (represented by Betty J. Courtney) through a site visit on June 27, 2002 and subsequent information) has determined that such construction may substantially adversely affect those existing fish and wildlife resources within unnamed drainages a tributary to Bull Creek, specifically identified as follows: ***** Silvery legless lizard, San Diego banded gecko, San Bernardino ringneck snake, coast patch-nosed snake, San Diego horned lizard, Coastal western whiptail, California horned lark, loggerhead shrike, Coastal California gnatcatcher, Southwestern willow flycatcher, least Bell's vireo, Yellow warbler, White -tailed kite, Cooper's hawk, Golden eagle, Prairie falcon, Southern California rufous-crowned sparrow, Vanix's swift, California Spotted Owl, western burrowing owls, northern harrier, ferruginous hawk, sharp-shinned hawk, merlin, Los Angeles pocket mouse, San Diego desert woodrat, San Diego black-tailed jackrabbit, American badger, Pallid bat, ringtail, spotted bat, California mastiff bat, pale big-eared bat, Great's aster, Braunton's milkvetch, round-leaved boykinia, Brewer's calandrinia, Catalina mariposa lily, Slender mariposa lily, plummer's mariposa lily, Peirson's morning glory, island mountain-mahogany, southern mountain misery, Catalina crossosoma, Santa Susana tarplant, Southern California black walnut, fragrant pitcher sage, ocellated Humboldt lily, California spineflower, adoby yampah, Fish's milkvetch, Coulter's matilija poppy and arroyo willow series, southern willow scrub, mulefat scrub, Coast live oak woodland, Venturan coastal sage scrub, southern CA black walnut woodland).

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the Operator's work. The Operator hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

This Agreement becomes effective the date of the Department's signature and the construction portion terminates on 6/1/2008. This Agreement shall remain in effect to satisfy the terms/conditions of this Agreement. Any provisions of the agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original agreement and are subject to all previously negotiated provisions.

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

2. The Operator proposes to alter the streambed by the removal of 4.14 acres of streambed of which 3.34 acres are defined as riparian/wetlands and 0.8 acres is unvegetated streambed. Of the 3.34 acres of riparian/wetlands 2.61 acres consist of arroyo willow scrub and 0.74 acres of southern willow scrub. The 0.8 acres does not have associated riparian habitat (Drainage F and upper reaches of Drainage A). Precipitation outside of the landfill footprint, but which would normally flow towards the landfill will be directed to the sediment basin; Precipitation which falls within the inactive portion of the landfill or the "closed" portion of the landfill will be directed to the sediment basin. From the sediment basin these water will enter the normal stream system downstream. Precipitation which falls on the active or operational portion of the landfill will be captured, contained and treated on site (these waters will be used in daily operations of the landfill and will not enter the natural system). Per RWQCB 401 Certification restoration (revegetation of willow riparian and mulefate scrub) of Bull Creek (up to two acres between Balboa Blvd. and Rinaldi St.) within the community of Granada Hills will be completed (A copy of the Restoration Plan will be submitted to the Department for approval prior to implementation).

Drainage A) section A7A upstream to section A13, including all of tributary AR2 and AR3 will be permanently impacted.

Drainage G) section G1 to G3A will be permanently impacted.

Drainage F) section F4 upstream, including all of tributary FL 1-1, FL2-1 and FR2-1A will be permanently impacted.

Wetland area W-2 and W-3 will be permanently impacted.

3. The agreed work includes activities associated with No. 2 above. The project area is located in unnamed drainages tributaries to Bull Creek in Los Angeles County. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Operator, including the Chatsworth Site Wetland Mitigation Plan for Landfill Extension, Notification Booklet including 2002 biological surveys, 2001 streamzone assessment, Biological Resources section from the SEIR for Sunshine Canyon Landfill and BFI Sunshine Canyon Mitigation Plan for the Chatsworth Wetland/Riparian Mitigation Plan and shall be implemented as proposed unless directed differently by this agreement. Contact Frank Kiesler at Phone: (818) 833-6511 for additional information.

4. COPIES OF THIS AGREEMENT AND ALL REQUIRED PERMITS AND SUPPORTING DOCUMENTS, PROVIDED WITH NOTIFICATION OR REQUIRED BY THIS AGREEMENT SHALL BE READILY AVAILABLE AT THE WORK SITE(S) AT ALL TIMES DURING PERIODS OF WORK.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

5. The Operator certifies by signing this agreement that the project site has been surveyed and shall not impact any rare, threatened or endangered species; or the Operator certifies that such a survey is not required for the proposed project. If rare, threatened or endangered species occur within the proposed work area, or could be impacted by the work proposed, the Operator shall consult with the Department and obtain any required State and/or Federal permits.

6. The Operator shall request an extension of this agreement prior to its termination. Extensions may be granted for up to 12 months from the date of termination of the agreement and are subject to Departmental approval. The extension request and fees shall be submitted to the Department's Region 5 Office at the above address. If the Operator fails to request the extension prior to the agreement's termination, then the Operator shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement are a violation of Fish and Game Code Section 1600 et. seq.

<< WORK AREAS AND VEGETATION REMOVAL >>

7. The Operator shall not permanently impact more than 4.14 acres of the stream/river.

8. Disturbance or removal of vegetation shall not exceed 4.14 acres, the limits approved by the Department. All portions of the stream/river temporarily impacted shall be restored to original conditions.

9. The work area or grading limits area shall be fenced to identify its limits, as represented in Delineation/Limits Map dated 12/02 and the Notification Packet. Vegetation shall not be removed or intentionally damaged beyond these limits. Measures shall be implemented to prevent materials from entering the streambed from the grading/work area.

10. The Operator shall not remove vegetation from the project site from March 15 to September 1 to avoid impacts to nesting birds, or Prior to construction or site preparation activities, the Operator shall have a qualified biologist survey all potential nesting vegetation within the project site for nesting birds. Surveys will begin no later than June 1. Surveys will be conducted every 7 days for 6 weeks until July 1. Documentation of findings, including a negative finding must be submitted to the Department for review and concurrence. If no nesting birds are observed and concurrence has been received from the Department, site preparation and construction activities may begin. If an active bird nest is located and concurrence has been received from the Department, the nest site shall be fenced a minimum of 300 feet (500 feet for raptors) in all directions, and this area shall not be disturbed until the nest becomes inactive. Raptor nests site along the cliffs shall be temporarily made inaccessible and two temporary platforms shall be created in areas that will not be impacted by the construction activities.

11. Vegetation removed from the stream shall not be stockpiled in the stream bed or on its bank. The sites selected on which to push this material out of the stream should be selected in compliance with the other provisions in this Agreement.

12. There shall be no net loss of oaks, CA Black Walnuts, and Big Leaf Maples which must be removed. The planting plan shall be consistent with condition # 50.

<<EQUIPMENT AND ACCESS >>

13. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

14. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as defined in condition #2 and during the construction of the diversion.

15. Access to the worksite shall be via existing roads and access ramps and shall be placed where the least vegetation removal or grading is necessary.

<<FILL AND SPOIL>>

16. Spoil sites shall not be located within a stream/lake, where spoil shall be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

17. Fill length, width, and height dimensions shall not exceed those of the original grading plans and channel reconstruction plans for size and materials (as final plans approved by the City of Los Angeles). The Operator shall have plans available on-site for Departments review. Fill shall be limited to the minimal amount necessary to accomplish the agreed activities. Except as otherwise specified in this Agreement, fill construction materials other than on-site alluvium shall consist of clean silt-free gravel or river rock.

<<STRUCTURES>>

18. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.

19. Any materials placed in seasonally dry portions of the stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the project site prior to inundation by high flows.

20. The Operator shall construct an effective water velocity dissipation device at the outlet structure to minimize erosion.

<<POLLUTION, SEDIMENTATION, AND LITTER>>

21. 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.

22. Water containing mud, silt or other pollutants from aggregate washing or other activities shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

23. Post-construction monitoring shall occur for 2 years to ensure that muds, silts and other pollutants from newly created slopes and other areas do not enter the streambed.

24. 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 to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream/lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

25. The Operator 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 operator to ensure compliance.
26. No unauthorized debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No unauthorized rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
27. 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 (minimum of 150 feet).
28. Any equipment or vehicles driven and/or operated within or 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.
29. Any equipment brought to the site shall be washed and free of weed seeds and other organisms.
30. Equipment shall not be operated in wetted areas (including but not limited to ponded, flowing or wetland areas) without the prior written approval of the Department.
31. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. All precautionary measures shall be approved by the Department and may include the negotiation of additional Agreement provisions. Debris and dust from construction activities shall be prevented from entering the water or stream bottom.
32. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around the work area by a barrier, temporary culvert, new channel, or other means approved by the Department. Location of the upstream and downstream diversion points shall be approved by the Department. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Diversion berms shall be constructed of onsite alluvium of low silt content, sand bags, or other approved materials. Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock rip-rap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and removal shall normally proceed from downstream in and upstream direction. The Operator shall submit diversion plans for approval from the Department prior to initiation of construction activities.
33. Stationary equipment such as motors, pumps, generators and welders, located within or adjacent to the stream/lake shall be positioned over drips pans.
34. Flow diversion shall be done in a manner that shall prevent pollution and/or siltation and which shall provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support aquatic life both above and below the diversion. Normal flows shall be restored to the affected stream immediately upon completion of work at that location.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

35. Silty/turbid water from dewatering or other activities shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The Operator's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation.
36. Upon the Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.
37. If a stream's low flow channel, bed, or banks/lake bed or banks have been altered, these shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems.
38. If an off-stream siltation pond/s is /are used to control sediment, pond/s shall be constructed in a location, or shall be designed, such that potential spills into the stream/lake during periods of high water levels/flow are precluded.
39. If silt catchment basin/s is/are used, the basin/s shall be constructed across the stream immediately downstream of the project site. Catchment basins shall be constructed of materials which are free of mud and silt. Upon completion of the project, all basin materials along with the trapped sediments shall be removed from the stream in such a manner that said removal shall not introduce sediment to the stream.
40. Should a silt catchment basin be required, the following operational methods shall be employed:
- a.) A silt catchment basin, or basins (number and location to be approved by the Department) shall be constructed across the stream immediately below the project site, but within the impact area. This catchment basin(s) shall be constructed of silt-free gravel or other materials approved by the Department.
 - b.) Upon completion of the project and after all flowing water in the area is clear of turbidity the gravel along with the trapped sediment shall be removed from the stream.
41. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
42. The clean-up of all spills begin immediately. The Department shall be notified immediately by the Operator of any spills and shall be consulted regarding clean-up procedures.
43. Temporary fills shall be constructed of nonerodible materials and shall be removed immediately upon work completion, and shall be approved by the Department prior to implementation.
44. Storm drains lines/culverts shall be adequately sized to carry peak storm flows for the drainage to one outfall structure. The storm drain lines/culverts and the outfall structure shall be properly aligned within the stream and otherwise engineered, installed and maintained, to assure resistance to washout, and to erosion of the stream bed, stream banks and/or fill. Water velocity shall be dissipated at the outfall, to reduce erosion.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

45. Prior to commencing construction, the Operator shall submit to the Department for review and approval, the proposed storm water pollution prevention plan for the project. The plan shall be consistent with the terms and conditions of this Agreement. Any terms and conditions in the final Agency approved water pollution plan which are more restrictive than in this agreement shall be a part of this Agreement and shall be enforceable by the Department. Any changes in the original project description or Department approved water pollution plan shall be coordinated with the Department. Coordination shall include the negotiation of additional Agreement provisions.

46. The Operator shall prepare and implement a Standard Urban Storm Water Mitigation Plan, as required by the LARWQCB. Conditions within the SUSWMP shall be enforceable by this agreement.

47. The Operator shall monitor the 5-day weather forecast. Activities to stabilize the site for the predicted storm event shall begin 48 hours prior to precipitation. Work shall cease if 40% chance of precipitation is predicted within 24 hours. No work, other than securing the site from erosion and other BMPs, shall occur during times of precipitation.

<<RESTORATION/MITIGATION>>

48. The Operator shall certify that nursery stock is inoculated to eliminate Argentine Ants and Fire Ants, prior to delivery to the site; OR the Operator shall propagate plants on site from on-site seed/cuttings.

49. The Operator shall submit the Final Chatsworth Site Mitigation Plan for the Department review and approval. The Final Plan shall be approved by the Department within 120 days of project initiation.

50. Mitigation for areas of Permanent Disturbance - no more than 4.14 acres of within the banks, bed and channel of the stream and/or riparian habitat shall be permanently lost due to the proposed operations. Replacement ratio of 4:1 for a total of 16.56 acres to be created, of which a minimum of 10.25 acres will consist of new wetland habitat. In addition to the various willow species, alder (no success criteria required), sycamore, cottonwood, coast live oak, valley oak and elderberry; the Department requires Big leaf Maple, Toyon, California Bay, California Black Walnut, with understory vegetation of skunk brush, sugar bush, lemonade berry, Golden Current, foxtail chess, hoary nettle, sedge, arrow weed, honeysuckle, mugwort, California blackberry, wild cucumber, poison oak (planted the last year of monitoring with no success criteria; in areas away from public contact), California rose, fiesta flower, and creeping snowberry. A maximum of 2 acres shall consist of ephemeral wash surrounded by Coastal Sage Scrub, Chaparral or native grasslands. All mitigation shall be initiated with 18 months from impact to streambed or notice of start of construction, as defined in Condition 78.

51. The Operator shall provide the Department a security in an amount that will cover the Department's cost of acquiring up to 16.56 acres of wetlands, riparian habitat and ephemeral wash habitat and any portion thereof in the event the Operator fails to do so as specified in No. 50 and success criteria No. 53 and 56. The security shall be in the form of an irrevocable standby letter of credit in the principal sum of not less than \$ 916,776.50. The letter of credit shall allow the Department to draw on the principal sum if the Department, at its sole discretion, determines that there has been a default. Before executing the letter of credit, it shall be reviewed and approved by the Department's Legal Counsel. The Operator shall not initiate the project until the Operator provides the Department with a fully executed letter of credit.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

52. A Third Party Conservation Easement shall be recorded with the Department on 16.56 acres of riparian vegetation creation within the Chatsworth Reservoir (Owner-Los Angeles Department of Water and Power). The easement shall be recorded within one year of signing this agreement, or as extended by the Department. The form and content of the easement shall be approved by the Department's Legal Counsel prior to execution.

53. In order to determine if the revegetation techniques used have been successful, any plant species required that are listed below shall achieve, the minimum growth at the end of three and five years. If the minimum growth is not achieved then the Operator shall be responsible for taking the appropriate corrective measures as determined by Department representatives. The Operator shall be responsible for any cost occurred during the revegetation or in subsequent corrective measures.

SPECIES	SIZE AT PLANTING (GALLONS)	PLANTING CENTERS	HEIGHT	
			3 years	5 years
Arroyo Willow	PB	8 ft	10 ft	15 ft
	1 gallon	8 ft	10 ft	15 ft
Black Willow	PB	8 ft	12 ft	18 ft
	1 gallon	8 ft	12 ft	18 ft
Sandbar Willow	PB	5 ft	4 ft	6 ft
	1 gallon	5 ft	4 ft	6 ft
Red Willow	PB	8 ft	9 ft	15 ft
	1 gallon	8 ft	9 ft	15 ft
Sycamore	1 gallon	* ft	5 ft	9 ft
	5 gallon	* ft	7 ft	13 ft
	15 gallon	* ft	10 ft	18 ft
Cottonwood	1 gallon	* ft	7 ft	12 ft
	5 gallon	* ft	9 ft	15 ft
	15 gallon	* ft	13 ft	20 ft
Black Walnut	1 gallon	* ft	5 ft	9 ft
	5 gallon	* ft	8 ft	11 ft
	15 gallon	* ft	11 ft	15 ft
Toyon	1 gallon	15 ft	3 ft	5 ft
	5 gallon	15 ft	5 ft	8 ft
	15 gallon	15 ft	8 ft	11 ft
Big Leaf Maple	1 gallon	* ft	5 ft	9 ft
	5 gallon	* ft	8 ft	11 ft
	15 gallon	* ft	11 ft	15 ft
CA Bay	1 gallon	* ft	5 ft	9 ft
	5 gallon	* ft	8 ft	11 ft
	15 gallon	* ft	11 ft	15 ft

* = Depending if used as supplemental species (40 ft O.C.) or if dominate species (15 ft O.C.)

OAKS				
Coast live	1 gallon	20 ft	3 ft	6 ft
	5 gallon	25 ft	5 ft	9 ft
	15 gallon	30 ft	7 ft	14 ft
Canyon live	1 gallon	20 ft	3 ft	6 ft
	5 gallon	25 ft	5 ft	9 ft
	15 gallon	30 ft	7 ft	14 ft
Scrub	1 gallon	20 ft	2 ft	4 ft
	5 gallon	30 ft	3 ft	5 ft
	15 gallon	40 ft	3 ft	6 ft

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

All Shrub species 1 gallon
5 gallon
15 gallon

All shrubs shall be randomly clustered and spaced.
Shrubs shall double in growth by the end of 5 years.

54. All planting shall be done between October 1 and April 30 to take advantage of the winter rainy season.

55. All plants shall be planted in randomly space, naturally clumped patterns. The average planting densities shall meet the criteria specified above.

56. All planting shall have a minimum of 80 % survival, by species, the first year and 100% survival thereafter and/or shall attain 75 % cover after 3 years and 90 % cover after 5 years for the life of the project. If the survival and cover requirements are not achieved, then the Operator shall be responsible for taking the appropriate corrective measures as determined by Department representatives. The Operator shall be responsible for any cost occurred during the revegetation or in subsequent corrective measures. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting.

57. An annual report shall be submitted to the Department by Jan. 1 of each year for 5 years after planting. This report shall include the survival, % cover, and height by species of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, exotic plant control efforts, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included.

58. All planting, maintenance, monitoring and reporting activities shall be supervised by a specialist familiar with restoration of native plants.

59. The Operator shall provide irrigation when natural moisture conditions are inadequate to ensure survival of plants. Irrigation shall be provided for a period of at least one to two years from planting. Irrigation shall be phased out during the fall/winter of the second and/or third year from planting. All plants must survive and grow for at least three years without supplemental water for the restoration phase of the project to be eligible for acceptance by the Department.

60. Revegetation of cut and fill slopes throughout the project shall be accomplished using native drought-tolerant covers and shrubs suitable to the site. In addition, special attention should be placed to ensure that no invasive exotic plants are planted on site.

<<REMOVAL OF NON-NATIVE VEGETATION>>

61. The Operator shall remove any non-native vegetation (tree tobacco, castor bean, giant reed, etc.) from the temporary impact area and shall dispose of it in a manner and a location which prevents its reestablishment. Removal shall be done at least three times annually during the growing season.

62. No herbicides shall be used on native vegetation unless specifically authorize, in writing, by the Department.

63. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicide could come into contact with water, the Operator shall employ only those herbicides, such as Rodeo (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

64. The Operator shall apply any herbicide in accordance with state and federal law. No herbicide shall be used where Threatened or Endangered species occur. No herbicides shall be used when wind velocities are above 5 miles per hour.

<<PROTECTION FOR WILDLIFE AND AQUATIC SPECIES>>

65. The Operator shall not permit pets on or adjacent to the construction site.

66. The Operator shall install and use fully covered trash receptacles to contain all food, food scrapes, food wrappers, beverage and other miscellaneous trash.

67. A biological monitor shall be on-site and present with the equipment during vegetation removal and the initial 12 inches of ground disturbance. All reptiles shall be relocated to areas of suitable habitat (on-site or off-site).

68. The Operator shall have a qualified wildlife biologist conduct pre-construction surveys for the following species: Silvery legless lizard, San Diego banded gecko, San Bernardino ringneck snake, coast patch-nosed snake, San Diego horned lizard, Coastal western whiptail, California horned lark, loggerhead shrike, Coastal California gnatcatcher, Southwestern willow flycatcher, least Bell's vireo, Yellow warbler, White-tailed kite, Cooper's hawk, Golden eagle, Prairie falcon, Southern California rufous-crowned sparrow, Vanix's swift, California Spotted Owl, western burrowing owls, northern harrier, ferruginous hawk, sharp-shinned hawk, merlin, Los Angeles pocket mouse, San Diego desert woodrat, San Diego black-tailed jackrabbit, American badger, Pallid bat, ringtail, spotted bat, California mastiff bat, pale big-eared bat, Great's aster, Braunton's milkvetch, round-leaved boykinia, Brewer's calandrinia, Catalina mariposa lily, Slender mariposa lily, Plummer's mariposa lily, Peirson's morning glory, island mountain-mahogany, southern mountain misery, Catalina crossosoma, Santa Susana tarplant, Southern California black walnut, fragrant pitcher sage, ocellated Humboldt lily, California spineflower, adoby yampah, Fish's milkvetch, Coulter's matilija poppy and other species of concern likely to be found in the area during the proposed operations. Survey results, analysis, and recommendations, along with the field notes shall be provided to the Department prior to commencing construction or within two weeks of completion of field surveys, whichever is earlier. Should any sensitive species be found during pre-project surveys and work must be done in identified areas during sensitive periods, the Operator shall develop and implement a plan for the protection of these species. This plan shall be approved by the department prior to commencing work. The results of any surveys and any protective measures instituted, as a part of the protection and monitoring plan shall be provided to the Department within one week from implementation. The Operator shall be responsible for reporting all observations of threatened/endangered species or of species of special concern to the Department's Natural Diversity Data Base within ten (10) days of sighting.

69. Should any federal listed threatened/endangered (T/E) species occur in the area or will be impacted by the work proposed, the Department herein advises the Operator that a Federal Endangered Species Permit may be required to address possible impacts to any T/E species. Should such permit(s) be required, the Operator shall provide copies to the Department. All conditions contained therein, shall become a part of this agreement and shall be enforceable by the Department.

70. No more than 25 downed or removed trees (with dbh of 14 inches or greater) of various species, from the site within the uplands and riparian communities, shall be incorporated into the mitigation plan to provide habitat and structure.

71. Isolated boulders, boulder clusters and rock mounds shall be created within the newly created habitat to provide structure. Boulder shall also be incorporated into the wetland area to create "basking" sites for turtles.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

72. The Biological Monitor shall have the authority to implement corrective measures when any worker/equipment operator is not in compliance with the terms and conditions of this agreement.

73. Biological monitoring reports with water quality data shall be submitted to the Department no later than Tuesday of the following week. The monitoring reports shall include documentation on the weeks work, violations, unusual situations, including photos of violations and unusual situations.

74. Monitoring of the "weep holes" for the hydrostatic relief (located immediately upstream of the San Fernando Road Box Culvert) shall be conducted on a daily, if flows are present, and submitted on weekly basis with the various monitoring reports. Monitoring shall be conducted throughout construction and one (1) year beyond construction activities; if no contaminants are detected then monitoring can cease, per RWQCB guidelines.

75. The Operator shall provide the Department with the Slender Mariposa Lily relocation plan for review and approval prior to disturbance within 100⁰ yards of the population. If it is determined that the Slender Mariposa Lily population is not impacted by the proposed project, documentation demonstrating its preservation shall be provided to the Department.

<<MAINTENANCE>>

This agreement will authorize maintenance activities for two (2) years beyond construction. After 2 years a separate SAA for maintenance activities shall be obtained.

77. The Operator may remove vegetation and debris, including sediment and rocks, which directly interfere with the proper function and operation of existing devices, to include stand pipes, debris basin, culverts, bridges, and stream flow control and measuring stations, or that which must be removed to repair said devices or to replace them in their existing locations. The stream bed and stream banks are not considered "devices", for purposes of this provision.

78. The Operator may remove herbaceous vegetation, fallen trees, and branches from existing levee roads and the levee slope furthest from the stream. Minor pruning of trees and brush growing on the stream side slope of the levee, stream bed, and stream banks, is also acceptable, except that such pruning shall be limited to the removal of vegetation that interferes with vehicle access along existing roads. Material in excess of three (3) inches in diameter at breast height (DBH) shall require specific notice to and consultation with the Department.

79. The Operator may remove sand that accumulates behind dams or other flow restrictions. Only those sandy deposits from the sparsely vegetated center of the stream bed and on the banks up to the lower limit of perennial vegetation shall be removed. The width of removal shall extend to the toe of the slope of each bank. All work shall therefore be accomplished without damaging vegetation or altering the stream banks. Existing access roads and ramps shall be used where available. Temporary access ramps may be constructed if necessary. Vegetation in excess of three (3) inches DBH must not be removed, damaged or covered for the purpose of ramp construction without prior Department approval.

80. Spoil shall not be placed on the stream side slope, or where it could enter the stream. Spoil shall not be placed over vegetation except as specifically noticed to and accepted by the Department.

<<ADMINISTRATIVE-MISCELLANEOUS >>

81. If the Operator or any of the individuals mentioned above violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until the Department has taken all of its legal actions.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

82. All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.

83. The Operator shall provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand.

84. The Operator herein grants to Department employees and/or their consultants (accompanied by a Department employee) the right to enter the project site at any time, to ensure compliance with terms and conditions of this Agreement and /or determine the impacts of the project on wildlife and aquatic resources and /or their habitats.

85. The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities (***) and at least five (5) days prior to completion of construction (project) activities. Notification shall be sent to the Department at 4949 Viewridge Ave., San Diego, CA 92123, Attn: ES. SAA # R5-2003-0005 revision 3.

86. The Department reserves the right to cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator or any contractors working for the Operator, has breached any of the terms or conditions of the agreement.

87. The Department reserves the right to suspend or cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator has breached any of the terms or conditions of this Agreement, or for other reasons, including but not limited to the following:

- a. The Department determines that the information provided by the Operator in support of the Notification/Agreement is incomplete or inaccurate;
- b. The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
- c. The project or project activities as described in the Notification/Agreement have changed;
- d. The conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.


STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: R5-2003-0005 revision 3

CONCURRENCE

This Agreement becomes effective on the Departments signature and the construction portion terminates on 6/1/2008. This Agreement shall remain in effect to satisfy the mitigation terms/conditions of this Agreement.

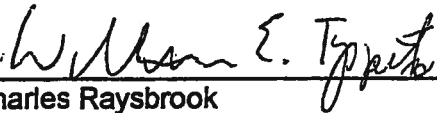
This agreement was prepared by Betty Courtney

(Operator's name)

 2-28-2004
(signature) Frank Kiesler (date)

General Manager
(title)

California Dept. of Fish and Game

 3-11-04
to Charles Raysbrook (date)
Regional Manager

SAA# R5-2003-0005