

# Placer County Water Agency

Power System: 24625 Harrison St. • Mail P.O. Box 667 • Foresthill, California 95631  
(530) 367-2291 (530) 885-6917 FAX (530) 367-4440



*A Public Agency*

## **BOARD OF DIRECTORS**

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October 11, 2004

Mr. Takeshi Yamashita, Regional Engineer  
FEDERAL ENERGY REGULATORY COMMISSION  
901 Market Street, Suite 350  
San Francisco, CA 94103

Re: FERC Project No. 2079-CA, Middle Fork American River Project  
North Fork Long Canyon Diversion

Attention: Phil Scordelis, John Onderdonk

Dear Mr. Yamashita:

We are making final preparations to remove about 300 cubic yards of sediment from the pool at our North Fork Long Canyon Diversion Dam (NFLCD). We just received the approved Streambed Alteration Agreement (SAA) No. 1600-2004-0350-R-2 from the California Dept. of Fish and Game, and the Special Use Permit (SUP) from the Eldorado National Forest. The project is small in scope, but does require the careful setup of a gravity-fed streamflow bypass system. Our SAA requires that we complete this work by November 1.

We have enclosed three copies of this letter and the following documents for your review:

- **SAA No. 1600-2004-0350-R-2**
- **SUP from the Eldorado National Forest**, including:
  - **Exhibit B**, (Operating Plan) PCWA Construction Plan for the Removal of Sediment from NFLCD, dated 7/29/04
  - **Exhibit C**, Fire Plan
- **E-mail memo dated 8/24/04**, Eldorado NF / PCWA
- **Cover letter to Kerry Wicker of DF&G, dated 8/26/04**, including two of the drawings (81-05-205, and 8X-225-13)

Due to the required completion date for the project, we would very much appreciate a timely review and authorization to proceed. If we can be of any help in answering your questions, please call Jon Mattson or me at (530) 885-6917.

Sincerely,

PLACER COUNTY WATER AGENCY

Stephen J. Jones  
Power System Manager

Enclosure

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SAN FRANCISCO CA



State of California - The Resources Agency  
DEPARTMENT OF FISH AND GAME  
Sacramento Valley - Central Sierra Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
(916) 358-2900

ARNOLD SCHWARZENEGGER, Governor



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### **"NOTICE OF EXEMPTION"**

The Department has determined that your project as described in the subject Lake or Streambed Alteration Agreement is exempt from the California Environmental Quality Act (CEQA), and will file a notice of Exemption for your project. The Notice will be filed with the Office of Planning and Research, as required by CEQA. The Department's compliance with CEQA may be legally challenged for 35 days following the filing of the Notice of Exemption.

This completes the Department's agreement process. You may proceed with your project according to the terms and provisions of your Streambed Alteration Agreement if you have obtained all other permits required from local, other State, and Federal agencies.

(12/01/03)

Notification No. 1600-2004-0350-R-2

**AGREEMENT REGARDING PROPOSED STREAM ALTERATION**

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Stephen J. Jones Representing Placer County Water Agency of Foresthill, State of California, hereafter called the Operator, is as follows:

WHEREAS, pursuant to California Fish and Game Code, Section 1602, the Operator, on September 14, 2004, notified the Department that he intends to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed and or the impoundment formed by North Fork Long Canyon Creek Diversion Dam and or North Fork Long Canyon Creek, in the County of Placer, State of California, Section 24, Township 14N, Range 13E, USGS Map Bunker Hill.

WHEREAS, the Department has determined that such operations may substantially adversely affect existing fish and wildlife resources including: Trout and other cold and, warm water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife during the Operator's work. The Operator hereby agrees to accept the following recommendations as part of his work:

*This agreement pertains to the removal of about 300 cubic yards of fine sediment that has accumulated in the impoundment immediately above the North Fork Long Canyon Creek Diversion Dam.*

**Stream Zone Defined:** The stream and or Impoundment zone is that portion of the stream channel and or Impoundment bank that restricts lateral movement of water. The stream zone and or impoundment are delineated at the top of the bank or the outer edge of any riparian vegetation, whichever is more landward.

1. The time limit for completing the work within the stream zone and or impoundment of North Fork Long Canyon Creek/Impoundment shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of September 23, 2004 to November 1, 2004. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities shall cease and all reasonable erosion control measures shall be implemented prior to all storm events. Weather forecasts shall be documented upon request by the Department. Revegetation work is not confined to this time period.
2. If the Operator finds more time is needed to complete the authorized activity, the Operator shall submit a written request for a work period time extension to the Department. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Time extensions are issued at the discretion of the Department. The Department will review the written request to work beyond the established

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work period. The Department will have ten calendar days to approve the proposed work period extension. The Department reserves the right to require additional measures designed to protect natural resources. The Operator is required to obtain authorization from all other local, state and federal agencies with regulatory authority over this project.

3. The notification, together with all supporting documents (project descriptions and drawings) including the "CONSTRUCTION PLAN for REMOVAL OF SEDIMENT FROM THE NORTH FORK LONG CANYON DIVERSION - FALL OF 2004", submitted with the notification, are hereby incorporated into this agreement to describe the location and features of the proposed project. The Operator agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. The Operator further agrees to notify the Department of any modifications made to the project plans submitted to the Department. At the discretion of the Department, minor plan modifications may require an amendment to this agreement. At the discretion of the Department, if substantial modifications are made to the original plans, this agreement becomes void and the Operator must submit a new application. Failure to notify the Department of changes to the original plans or subsequent amendments to this agreement may result in the Department suspending or canceling this agreement. The Operator must then submit a new notification.
4. The Operator shall notify the Department where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Operator shall comply to the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.
5. A copy of this agreement shall be provided to the Contractor(s) who works within the stream zone of this project. A copy of this agreement must be available upon request at the work site. The Contractor(s) shall sign this agreement prior to working within the stream zone. If the Contractor is not available at the time this agreement is executed by the Operator, the Operator shall submit, anytime prior to project commencement, a copy of the signature page of this agreement bearing the Contractor's signature to the Department. Fax or mail the signature page to Department of Fish and Game, Environmental Services Desk, FAX No. 916-358-2912 Mailing address, Department of Fish and Game, Sacramento Valley - Central Sierra Region, 1701 Nimbus Road, Rancho Cordova, CA 95670. The Contractor(s) or a designated crew supervisor(s) shall be on site the entire time a work crew is working near the stream zone. The supervisor(s) shall be completely familiar with the terms and conditions of this agreement and shall ensure compliance with all terms and conditions.
6. The Operator shall notify the Department within two working days of beginning work within the stream and or impoundment zone above North Fork Long Canyon Creek Diversion Dam. In addition, the Operator/Contractor shall notify the Department within two working days of the completion of work within the stream/impoundment zone on this project. Notification shall be a FAX transmittal to fax number 530-367-2122. Refer to Notification Number 1600-2004-0350-R-2 when notifying the Department.
7. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the

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work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from materials such as sandbags or clean gravel which will cause little or no siltation. No other diversion method shall be used without prior authorization by the Department. If another diversion method is preferred, the operator must submit a plan detailing the desired diversion method. Authorization of any other diversion method shall be at the discretion of the Department.

8. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Operator is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing).
9. Upon 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. The Department may take enforcement action if appropriate turbidity and siltation control measures are not deployed.
10. 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 or lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately. The Department shall be notified immediately by the Operator of any spills and shall be consulted regarding clean-up procedures.
11. During construction, the contractor shall not dump any litter or construction debris within the stream zone. All construction debris and associated materials shall be removed from the work site upon completion of this project.
12. 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.
13. This agreement is not valid and work may not begin until the agreement is signed by a representative of the Department of Fish & Game. Stream alteration work authorized by this agreement expires on November 1, 2004. This agreement shall remain in effect for that time necessary to satisfy all required mitigation and monitoring measures.

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14. Requests for Renewals, Extensions, or Amendments must be submitted in writing to the Department prior to expiration of the agreement, conclusion of the work period, or commencement of changed work design, respectively. Renewals, Extensions and Amendments are issued at the discretion of the Department. Processing fees may be assessed.
15. The Department reserves the right to suspend and/or revoke this agreement if the Department determines that the circumstances warrant. The circumstances that could require a reevaluation include, but are not limited to, the following: A) Failure to comply with the terms/conditions of this agreement. B) The information provided by the operator in support of the agreement/notification is determined by the Department to be incomplete, or inaccurate. C) When new information becomes available to the Department representative(s) that was not known when preparing the original terms/conditions of this agreement. D) The project as described in the notification/agreement has changed, or conditions affecting fish and wildlife resources change.
16. If, in the opinion of the Department, conditions arise or change in such a manner as to be considered deleterious to aquatic life, operations shall cease until corrective measures are taken.
17. This agreement does not constitute or imply the approval or endorsement of a project, or of specific project features, by the Department, beyond the Department's limited scope of responsibility, established by Code Sections 1600 et seq.
18. It is understood that the Department enters into this agreement for purposes of establishing protective features for fish and wildlife, in the event that a project is implemented. The decision to proceed with the project is the sole responsibility of Operator, and is not required by this agreement. It is agreed that all liability and/or incurred costs related to or arising out of Operator's project and the fish and wildlife protective conditions of this agreement, remain the sole responsibility of Operator. Operator agrees to hold harmless and defend the State of California and the Department of Fish and Game against any related claim made by any party or parties for personal injury or other damage.

Notification Number 1600-2004-0350-R-2

### SIGNATURE PAGE

The Operator, as designated by the signature on this agreement, shall be responsible for the execution of all elements of this agreement. A copy of this agreement must be provided to contractor and subcontractors and must be in their possession at the work site.

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 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.

THIS AGREEMENT IS NOT INTENDED AS AN APPROVAL OF A PROJECT OR OF SPECIFIC PROJECT FEATURES BY THE DEPARTMENT OF FISH AND GAME. INDEPENDENT REVIEW AND RECOMMENDATIONS WILL BE PROVIDED BY THE DEPARTMENT AS APPROPRIATE ON THOSE PROJECTS WHERE LOCAL, STATE, OR FEDERAL PERMITS OR OTHER ENVIRONMENTAL REPORTS ARE REQUIRED.

This agreement is not valid and work may not begin until the agreement is signed by a representative of the Department of Fish & Game.

Operator: Stephen J. Jones [Signature] Date 9/23/2004  
Print & Sign Name

Title: Power System Manager

Organization: Placer County Water Agency

Contractor: Gregg Todd [Signature] Date 9/24/04  
Print & Sign Name

Title: Owner

Company: Todd's Excavating

Department Representative: [Signature]  
Banky E. Curtis, Regional Manager

Date 10-8/04

Authorization ID: GTN99  
Contact ID: PLCWA  
Expiration Date: 12/31/2005  
Use Code: 522

FS-2700-4 (05/03)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
Forest Service  
SPECIAL USE PERMIT  
AUTHORITY:**

**LAND AND WATER CONSERVATION FUND ACT OF 1964, AS AMENDED September 3, 1964**

**PLACER COUNTY WATER AGENCY**, of P.O. BOX 667, FORESTHILL, CA 95631, (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Eldorado National Forest or Georgetown Ranger District unit of the National Forest System.

This permit covers 1 acres, and/or 0 miles and is described as: SW1/4 NW1/4 Sec. 24, T. 14 N., R. 13 E., MT. DIABLO PRINCIPAL MERIDIAN, NW1/4 Sec. 34, T. 14 N., R. 13 E., MT. DIABLO PRINCIPAL MERIDIAN as shown on the location map, Exhibit A, attached to and made a part of this permit, and is issued for the purpose of:

The removal of fine sediment that has built up at Placer County Water Agency's Middle Fork Tunnel intake at the North Fork Long Canyon Diversion. The holder will divert the water flow from Long Canyon Creek in irrigation pipe around the excavation site. A small excavator would be used to remove the sediment from the diversion. The holder will transport the sediment in 10 wheel dump trucks from the diversion intake to an existing disposal site located near the confluence of the North Fork and South Fork Long Canyon. A small bulldozer would be used to spread the sediment at the disposal site. Approximately 300 cubic yards of sediment and pine needles would be removed. The holder will use silt fencing and construct drainage to prevent the sediment from eroding from the disposal site.

The above described or defined area shall be referred to herein as the "permit area".

**TERMS AND CONDITIONS**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.



G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2005. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least one day each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by October 1, 2004 and shall be completed by December 31, 2005. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

## III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this

authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

#### IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

#### V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay two hundred fifty Dollars (\$250.00) for the period from October 1, 2004 to December 31, 2005.

C. Payment Due Date. The payment due date shall be the close of business on October 30 of each calendar year payment is due. Payments due the United States for this use shall be deposited at USDA - FS, File 71652, P.O. Box 60000, San Francisco, CA 94160-1652, in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

## VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Fees – Lump-Sum Payment (A13). The holder shall pay the sum of two hundred fifty dollars (\$250) for the period from October 1, 2004 to December 31, 2005, and this payment shall be made prior to occupying National Forest System lands. Provided, however, charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of the use authorized.

E. Operating Plan (C8). The holder shall provide an Operating Plan. The plan shall be prepared in consultation with the authorized officer or designated representative and cover operation and maintenance of facilities, dates or season of operations, and other information required by the authorized officer to manage and evaluate the occupation and/or use of National Forest System lands. The provisions of the Operating Plan and the annual revisions shall become a part of this authorization and shall be submitted by the holder and approved by the authorized officer or their designated representative(s). This Operating Plan is hereby made a part of the authorization (Exhibit B).

F. Removal and Planting of Vegetation and Other Resources (D5). The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

**G. Revegetation of Ground Cover and Surface Restoration (D9).** The holder shall be responsible for prevention and control of soil erosion and gullying on lands covered by this authorization and adjacent thereto, resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. The holder shall revegetate or otherwise stabilize all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use and shall construct and maintain necessary preventive measures to supplement the vegetation.

**H. Secondary Use (G1).**

1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the authorized officer.
2. Only the authorized officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.
3. The Forest Service retains the right to occupy and use the right-of-way. It also may issue other uses including rights-of-way, on and through the authorized area, provided that the occupancy and use does not unreasonably interfere with the rights granted herein.

**J. Fire Plan Part of Authorization (K1).** A project fire plan describing the holder's responsibilities for prevention and suppression of fires, developed by the holder, and subject to Forest Service approval, shall become part of this authorization, as Exhibit C to be attached hereto. The holder shall obtain Forest Service approval for said plan before beginning any on-the-ground construction and shall strictly follow its terms.

**K. Protection of Wildlife and Plant Species (K5).** If threatened, endangered, or sensitive (as defined in the Forest Service manual) wildlife and plant species are found during use under this authorization, the holder shall notify the Forest Service and shall take immediate measures to protect said species as directed by the Forest Service.

**L. Traffic Safety (K8).** When construction is in progress adjacent to or on Forest Service controlled roads open to public travel, the holder shall furnish, install, and maintain temporary traffic controls to provide the public with adequate warning and protection from hazardous or potentially hazardous conditions associated with the holder's operations. Devices must be appropriate to current conditions and must be covered or removed when not needed. Except as otherwise agreed, flagmen and devices must be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

**M. Damage Restoration (X21).** Placer County Water Agency (PCWA) will reimburse the Forest Service for wages, salaries, travel, material, equipment use, and other expenses incurred by the Forest Service in performing work for PCWA as provided by this authorization. Such repayment will be under the authority of section 601, Economy Act, June 30, 1932, and the expenses itemized and identified by project and will be billed quarterly by Form SF-1081, Voucher and Schedule of Withdrawals and Credits. It is understood and agreed that Forest Service reimbursements will include an amount for general expense and for general supervision of project work by members of the regular organization not paid directly from project funds. It is also understood and agreed that the Forest Service will be reimbursed for annual and sick leave earned by project employees while employed on these projects.

**N. Signs (X29).** Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0598-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Sld Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: PLACER COUNTY WATER AGENCY

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: Stephen J. Jones  
(Holder Signature)

By: \_\_\_\_\_  
(Authorized Officer Signature)

By: \_\_\_\_\_  
(Holder Signature)

Title: \_\_\_\_\_  
(Name and Title)

Date: Oct. 11, 2004

Date: \_\_\_\_\_

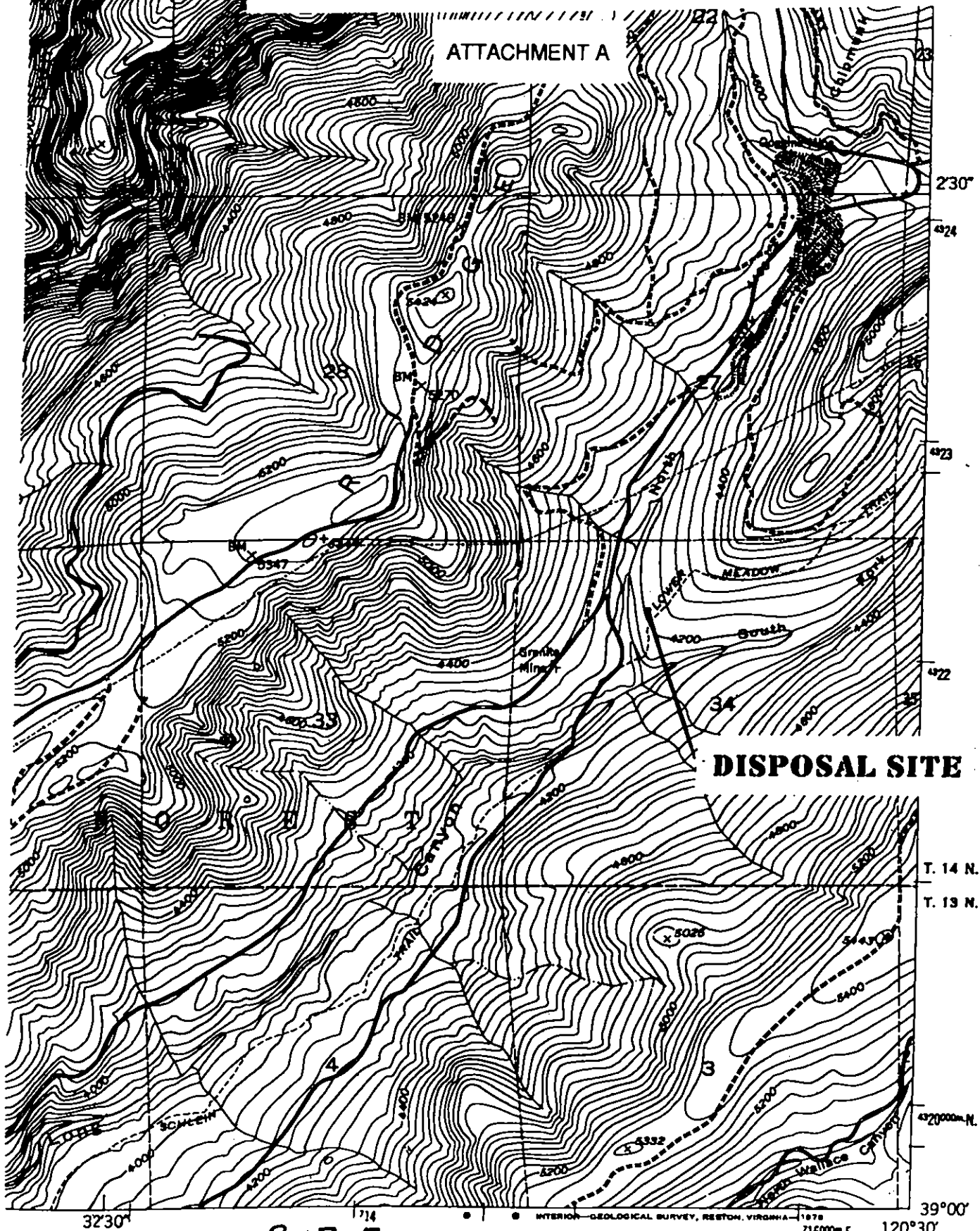
ATTACHMENT A

## TUNNEL INTAKE

# PCWA SEDIMENT REMOVAL PROJECT

ATTACHMENT A

**DISPOSAL SITE**



R13E

(ROBBS  
1961)



**EXHIBIT B - OPERATING PLAN**

**PLACER COUNTY WATER AGENCY**



**CONSTRUCTION PLAN**

**for**

**REMOVAL OF SEDIMENT FROM THE NORTH FORK**

**LONG CANYON DIVERSION**

**FALL 2004**

**7/29/04 Rev. 1**

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# **1. PROJECT CONSTRUCTION PLAN**

## ***Introduction***

Due to storms occurring over the past several years, and possible increased sedimentation due to runoff from the 2001 Star Fire rehabilitation area, fine sediment has formed an obstruction to Placer County Water Agency's (PCWA) Middle Fork Tunnel intake at the North Fork Diversion of Long Canyon Creek. The small diversion dam was built during the construction of the Middle Fork Project to take water from Long Canyon Creek and divert it to the Middle Fork Powerhouse via the Middle Fork Tunnel, to be used for power generation at Middle Fork, Ralston, and Oxbow Powerhouses. The fine sediment in the diversion pool will eventually block the diversion intake structure, and will result in increased sediment transport into Long Canyon Creek and the Middle Fork tunnel. PCWA plans to remove the sediment from the diversion pool, and store it at a nearby upland site under the jurisdiction of the U.S Forest Service. The sediment quantity is estimated at about 300 cubic yards, and is anticipated to consist primarily of fines, pine needles, and some woody debris. Work is planned to begin in September or October, 2004, after all necessary permits are obtained. After construction of the gravity-flow stream bypass system, to bypass the diversion pool, excavation in the dry is anticipated to take about 2 days.

All construction activities shall conform to this plan, and the following documents, as issued:

- CDF&G 1601 Stream Alteration Permit
- Correspondence with the Eldorado National Forest, and a Special Use Permit, if required
- Approval to proceed from FERC correspondence with FERC

## ***Location***

The North Fork diversion is located on public lands in the Eldorado National Forest, within the FERC project boundary. The proposed sediment storage site is on an existing

tunnel spoil site, also in the Eldorado National Forest. The diversion is in the Bunker Hill Quadrangle, Section 24, Township T14N, Range R13E. The sediment storage site is near the confluence of the north and south forks of Long Canyon creek, in the Greek Store Quadrangle, Section 34, Township T14N, Range R13E. Access to the site is via Blacksmith Flat Road, USFS #23.

The sediment removal operation is planned to be done by Pacific Gas & Electric Company's Hydro Construction workforce.

### ***Sediment Storage***

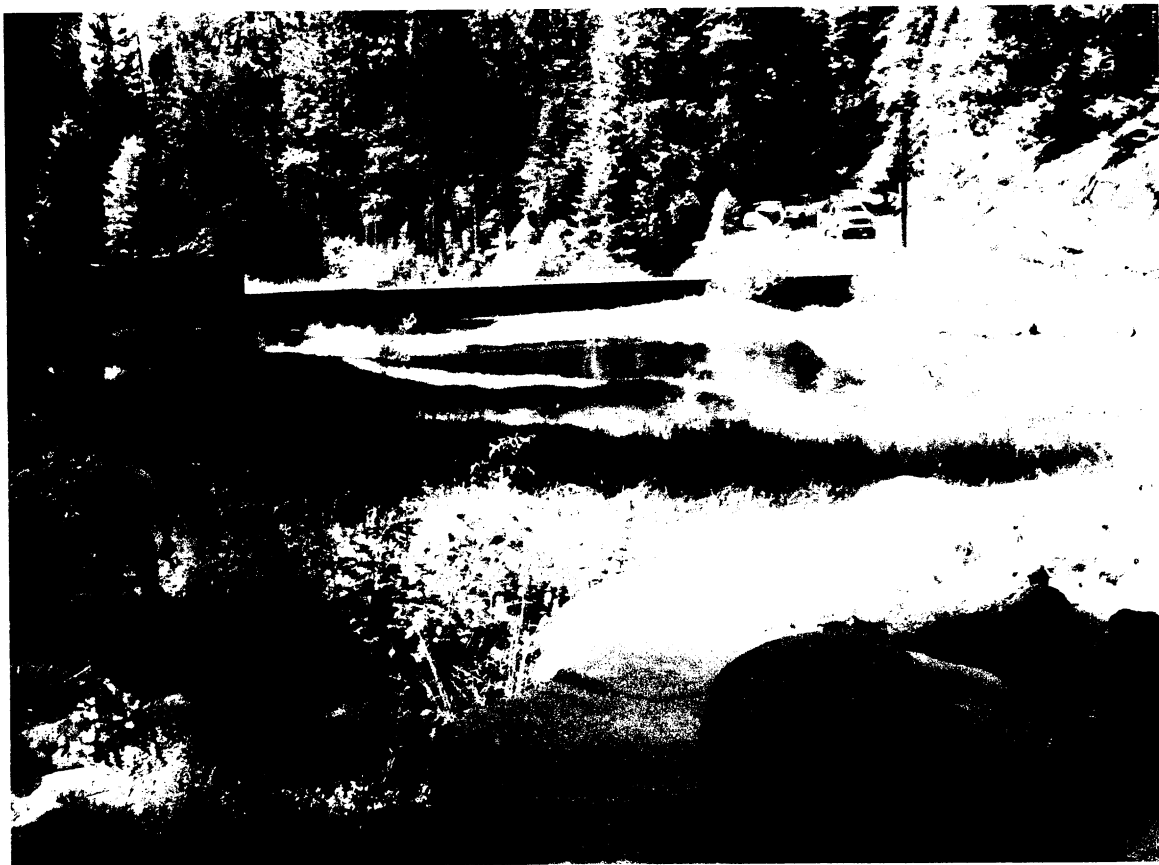
The deposited sediment is estimated at about 300 cubic yards. The preferred storage site for the sediment is at the existing tunnel spoil site, created about 1965 from the Middle Fork Tunnel excavation. Adequate storage capacity exists at this site to handle all sediment excavated from the diversion pool.

### ***Sediment Removal Operation***

Excavation equipment will consist of a small tracked excavator (about 20,000 lb class), and two 10-wheel dump trucks. A small dozer (such as a JD 450) will be used to spread the sediment at the storage site. All work is planned to be done in the dry. Creek flows will be diverted by gravity around the diversion pool using irrigation pipe. Creek flows during that time of year average less than  $\frac{1}{2}$  cubic feet per second. The bypass system will be designed to handle  $1\frac{1}{2}$  - 2 cubic feet per second. An inlet will be formed upstream of the diversion pool using a minimal amount of plastic sheeting and a few sacks filled with pea gravel, utilizing the natural stream topography for the best location. After the bypass system is operational, the diversion pool will be pumped dry of the small amount of water contained at this time of year. No turbid water will be allowed to enter the creek downstream of the dam. Seepage water from the creek entering the work area will be captured in sumps, and pumped either to a hose or water truck for use as dust control on roads, or, if clear and free of turbidity, pumped into the Middle Fork Tunnel, which normally operates at a flow rate of over 800 cubic feet per second. Pump size is planned to be  $1\frac{1}{2}$ ". Since the duration of the excavation work is short, the work will begin when no storms are predicted for the excavation period. If a significant storm does occur during

the work period, all equipment will be removed from the work area, the bypass system will be secured, and the pool will be allowed to refill until storm flows subside.

Upon completion of the excavation activity, the area will be cleaned up, and all equipment will be removed. The stream flow bypass system will remain operational until the diversion pool fills through seepage. If it is apparent that the seepage will take more than a few days to refill the pool, no more than 1/3 of the bypass flow will be diverted to the pool, until it fills to its normal level. At this time, the bypass system will be dismantled, and the plastic sheeting and sacks at the bypass inlet will be removed. See the photo below which indicates the small amount of water contained in the diversion pool during summer conditions.



Sediment removal in the North Fork diversion pool is a recurring maintenance item, and generally becomes necessary after major flood conditions, or after sediment has accumulated from storm flows over a period of years. The last sediment removal

operation occurred seven years ago in 1997. The nature of the sediment will help promote the natural revegetation of the spoil area.

### ***Public Safety***

Normal construction safety procedures, road signage, employee training and tailboards, and good housekeeping should assure that no unseen safety hazards exist, should the public enter the area. Temporary closure of the site during construction is recommended.

### ***Project Schedule***

The sediment removal operation is planned to take about 2 days, with an allowance of 2 extra days for equipment problems or unforeseen events, plus a few days to set up the bypass system and drain the pool. Removal of the bypass system will probably occur less than one week after excavation is complete. The construction window, which will depend on stream conditions, resource agency restrictions, and workforce availability, is planned to occur between September 15 and October 31, 2004.

The project is planned to proceed in the following manner:

1. Mobilize to the site
2. Install streamflow bypass piping system
3. Install clean gravel sack dam
4. Begin water bypass, seal sack dam as necessary
5. Install seepage pumps and pump out /drain diversion pool
6. Excavate sediment from pool area, load in trucks, haul to storage site, grade out and track-walk storage piles, install erosion control measures
7. Final grade pool area and storage sites, cleanup
8. Remove sack dams and bypass system after pool has filled
9. Demobilize

## **2. ENVIRONMENTAL PROTECTION PLAN**

### ***General Site Description***

Local access to the sites is by existing dirt or partially paved roads off Forest Service Roads #23 and #2. No vegetation removal is planned, since the sites are already cleared.

The project site foreman is responsible for the implementation of the Environmental Protection Plan.

### ***Protection of Water Quality and Streamflow Releases***

During the work period, natural streamflows are anticipated to be fairly minimal, except if storms occur. All excavation will be done in the dry, to avoid impacts to water quality. The water bypass system is described in Section 1. Excavated sediment will be spread in lifts, with a total thickness not to exceed about 3 feet, with no slopes greater than 4:1. A small gravel bar in the diversion pool will be excavated last, to provide an erosion resistant top layer. Certified weed-free rice straw will be spread over the site, at a rate of about 1,000 lb/acre. If necessary, coir logs or silt fence will be installed around the storage area, where runoff possible. See the photo below for a view of the proposed storage site. All construction equipment, other than pumps, will be removed from the stream channel during nights and weekends.





### ***Biological and Cultural Resource Surveys***

All maintenance work planned is in the stream channel, or in previously disturbed areas. Minimal disturbance to the site vegetation, wildlife, or land is anticipated. The few small fish that may be trapped during the draining of the diversion pool will be netted and moved to the creek upstream of the work site. No surveys for plant species are planned. A frog survey will be performed by a qualified environmental firm, if requested by the Eldorado National Forest or the Dept. of Fish and Game. If any frog species of concern are found, any recommended mitigation measures from the study will become part of the Construction Plan. The Eldorado National Forest and the Dept. of Fish and Game will also be consulted as to the need for any other wildlife studies.

Since the work areas are within the river channel and previously cleared properties, no cultural resource investigation is planned.

### **3. MEDICAL AND HAZARDOUS MATERIALS EMERGENCY RESPONSE PLANS**

***The Medical Emergency Response Plan will be provided by PG&E prior to project mobilization.***

#### **HAZARDOUS MATERIALS HANDLING / PROTECTION PLAN**

##### ***Hazardous Materials Spills***

Materials such as fuel (gasoline/diesel), hydraulic oil, and motor oil will be used on the job site. Material Safety Data Sheets for all substances used on the job site will be on file at the job headquarters in the Rock Creek Yard at Auburn, as required by the Hazard Communication Law, General Industry Safety Orders, Sec. 5194, and will be available as necessary. A spill response kit is required at each construction site.

##### ***Hazardous Waste Handling and Disposal***

Hazardous waste products such as grease cartridges and oil absorbents will be placed in proper containers and transported from the job site to an authorized Hazardous Waste Collection Site.

##### ***Fuel Storage***

Trucks and construction equipment will be refueled as required based on actual consumption rates from crew truck bed-mounted fuel tanks. There will be no temporary fuel tanks set up at the job site. Stationary compressors or generators will have adequate local containment consisting of berms and plastic sheeting to protect against accidental spills or leaks.

## **FIRE PREVENTION AND PROTECTION**

### ***Fire Prevention / Protection Plan***

The provisions below outline the channels of responsibility for fire prevention and suppression activities, and establishes an attack procedure for fires. The provisions below are in addition to any other fire prevention requirements of the Eldorado National Forest.

- It is understood and agreed that PG&E, its employees, contractors, and subcontractors and their employees, will make all reasonable efforts to prevent and suppress wild fires.
- PG&E or employees of PG&E acting within the scope of their agency or employment, shall exercise diligence in protecting from damage to the land and property of the United States.

### ***Fire Prevention***

- Burning - No burning is planned for this operation.
- Welding - Welding shall only be done where the item to be welded has a minimum of a 10 foot diameter cleared area. A shovel and a five gallon supply of water will also be available. A permit is required during the fire precautionary period.
- Smoking - Smoking may only be done in vehicles, on roads, or areas cleared to mineral soil for a diameter of at least three feet.

### ***Required Fire Equipment***

- One shovel, one ax and one fire extinguisher U.L. rated at 4 BC or more on each truck, personnel vehicle, tractor, grader, and any other heavy equipment.
- One shovel and one back-pack five gallon water filled tank with pump with each welder.
- One shovel and one chemical pressurized fire extinguisher (fully charged) located at a point not greater than a distance of 25 feet from the work site, for each gasoline powered tool, including but not restricted to chain saws, rock drills, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Sec. 4431 and the California Administrative Code, Title 14, Sec. 1234.
- Shovels shall be a type "O", and an overall length of not less than 46 inches.

- Axes or pulaskis (pulaskis are recommended) shall have a 2 1/2 pound or larger head, and not less than 28 inches in overall length.

***The following fire equipment will be stored on site in the Fire Suppression Trailer, unless other arrangements are made with the Eldorado National Forest.***

- 6 ea. backpacks (Indian) , 5 gallons with water.
- 5 ea. McClouds, fire rakes
- 5 ea. Pulaskis, fire axes
- 5 ea. axes, double bit, with sheaths
- 10 ea. shovels, round point, long handle
- 10 ea. canteens, 1 qt., drinking water
- 10 ea. flashlights, 2 cell
- 20 ea. batteries, "D" cell for flashlights

**EXHIBIT C**  
**FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS**  
**03-31-2004**  
**(Ref: FSH 6309.32 and 6309.11)**

**1. SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down. See Section 5, Emergency Measures below.

**2. RESPONSIBILITIES:**

**A. Contractor**

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- (3) Shall complete the Contractor's Plan Regarding Personnel, Equipment and Organization (6.B) and shall furnish the Contracting Officer (CO) with a copy prior to commencing work at the site. Shall currently advise the CO of any changes in personnel, equipment and organization as the changes occur. Shall revise Section 6.B to reflect current activities upon request of the CO.

**B. Forest Service**

The Forest Service may conduct one or more inspections for compliance with the fire plan. The number, timing, and scope of such inspections will be committed at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

**3. TOOLS AND EQUIPMENT:**

**A. The Contractor shall comply with the following requirements:**

Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, and all flues used in any contract and camp operations with spark arresters that meet Forest Service standards set forth in the National Coordinating Group publication for Multiposition Small Engines, #430-4, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.

Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed below, hand tools and/or equipment as follows (CPRC 4427, 4428 and 4431):

- (a) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 2-A:10-B:C, or larger, on each truck, personnel vehicle, tractor, grader and other heavy equipment.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, stroke delimeter, etc), except tractors and skidders, with at least two 10 lb 4A/60 B-C fire extinguishers, or equivalent. In addition, concentrations of wood dust and debris shall be removed from such equipment daily.

- (b) One shovel and one backpack 5 gallon water-filled tank with pump with each welder.

- (c) One shovel and one pressurized chemical fire extinguisher for each gasoline-powered tool, including but not restricted to chain saws, soil augers, rock drills, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Shovel must be kept within 100 feet from each chain saw when used off cleared landing areas.

All tools and equipment required in (1) and (2) above shall be in good workable condition and shall meet the following principle Forest Service specifications for fire tools:

(a) Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

(b) Axes (or pulaskis) shall have 2-1/2 pound or larger heads and be not less than 28 inches in overall length.

Shall furnish a water tank truck or trailer, if so designated in Section 5.F. Tank truck or trailer shall be located on or immediately adjacent to the contract area and meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

Shall furnish two tractor headlights for each tractor dozer, if so designated in Section 5.G. Tractor headlights shall be attachable to each tractor and served by an adequate power source.

#### B. Forest Service

Contracting Officer's Representative (COR) will deliver Government-furnished fire tool box to contract site and remove after completion and acceptance of the contract, if so designated in Section 5.C below.

#### 4. GENERAL

A. **State Law.** The Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.

B. **Permits Required.** The Contractor must secure a special written permit from the District Ranger or designated representative before engaging in any of the activities listed below. The terms and conditions of any of the permits required for this contract are as shown on copies attached to the Fire Plan.

(1) **Blasting and Storage of Explosives and Detonators.** (Explosives Permit required by California Health & Safety Code, Section 12101.)

(2) **Burning.**

(3) **Air Pollution.** (Issued by local State or County Air Pollution Control Districts, as applicable.)

(4) **Camp, Lunch and Warming Fires.**

(5) **Welding and Cutting.**

C. **Regulations for Burning.** Before setting any fires whatsoever, the Contractor shall notify the CO of his/her intentions. Special care shall be taken to prevent scorching or causing any damage to adjacent structures, trees, and shrubbery. Piles of material to be burned shall be of such size and so placed that during burning no damage shall result to adjacent objects.

D. **Smoking and Fire Rules.** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4). In areas closed to smoking, the CO may approve special areas to be used for smoking. Designated smoking areas shall be signed by the Contractor. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all inflammable material for a radius of at least 50 feet. Small mobile or stationary engine sites shall be cleared of inflammable material for a radius of at least 15 feet from such engine. The Contracting Officer's areas must be approved, in writing, by the Contracting Officer.

- F. **Welding.** Contractor shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding.
- G. **Blasting.** Contractor shall use electric caps only. When blasting is necessary in slash areas, a watchperson equipped with shovel and a water-filled backpack can (5 gallon), with hand pump, shall remain in the immediate area for an hour after blasting has been completed.
- H. **Oil Filter and Glass Jugs.** Contractor shall remove from National Forest land all oily rags and used oil filters. Contractor shall prohibit use of glass bottles and jugs on contract operations.
- I. **Reporting Fires.** As soon as feasible, after initial control action is taken, Contractor shall notify Forest Service of any fires along roads used by Contractor.
- J. **Communications.** If required in Section 5.H below, Contractor shall furnish a serviceable telephone, radio-telephone, or radio system connecting each operation with the designated Forest Service Dispatch Center. A radio-equipped fire patrolperson vehicle will satisfy this requirement if in operation during the time required. The communication system shall provide prompt and reliable communications between the Contractor's operations and the Forest Service Dispatch Center. The communications system shall be operable during Contractor's operation in the fire precautionary period and at the time fire patrolperson service is required. The communications system shall be capable of contacting the designated Forest Service Dispatch Center within five (5) minutes of discovery of a fire in the Contractor's operating area.

## 5. EMERGENCY MEASURES

The table set forth below establishes work restrictions and fire precautions that the Contractor must observe at each activity level.

Contractor shall conform to the limitations or requirements of Project Activity Level (PAL) obtained from Forest Service before starting work each day. If practicable, Forest Service will determine the following day's activity level by 4:00 p.m. each afternoon. Activity level may be changed at any time if, in the judgment of the Forest Service, fire danger is higher or lower than predicted and such change is consistent with forest management objectives. The decision to change the activity level, and when, and how to take weather observations for that purpose, are within the discretion of Forest Service.

PAL applicable to this project shall be for Fuel Model G, National Fire Danger Rating System, and Remote Automated Weather Station (RAWS) or fire danger rating area stated in the legend of Project Area Map.

### PROJECT ACTIVITY LEVELS

<u>LEVEL</u>	<u>PROJECT ACTIVITY</u>
A.	As required by Sections 1 through 4 above.
B.	Furnish Fire Patrol. The fire patrol must meet the requirements in 5.E below. When mechanized equipment with high-speed rotary head is utilized, the Fire Patrol shall remain in the operational area until 8:00 p.m., unless otherwise agreed in writing.
C.	The following operations are prohibited from 1 p.m. until 8 p.m. local time. <ul style="list-style-type: none"> <li>a. Dead tree felling, limbing, or bucking except recently dead trees.</li> <li>b. Operating high speed rotary head equipment.</li> <li>c. Blasting.</li> </ul>
D.	The following operations are prohibited from 1 p.m. until 8 p.m. local time. <ul style="list-style-type: none"> <li>a. Tractor, skidder, feller-buncher (without high speed rotary head), forwarder, chipper or shovel logging operations.</li> <li>b. Cable yarding with gravity operated logging systems employing non-motorized carriages when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.</li> <li>c. Mechanized loading and hauling, except log trucks already at the landing.</li> <li>d. Hand felling green or recently dead material.</li> <li>e. Power saw use at landings.</li> </ul>

- f. Welding or cutting of metal except by special permit.
- g. Any other spark-emitting operation except by special permit.

The following operations are prohibited:

- h. Blasting between hours of 10 a.m. and 8 p.m.
- i. Cable yarding except as stated above.
- j. Mechanized operations for felling (with high speed rotary head), bucking, and limbing.
- k. Felling dead material.
- l. Road clearing and pioneering in uncleared areas.
- m. Mechanized slash disposal.

E. Operations are prohibited except:

- a. Trucks at landing may be loaded and can leave sale area.
- b. Equipment at landings may be serviced.
- c. Roads: dust abatement or rock/aggregate installation.

F. Same as E with the exception that if site-specific conditions warrant a variance permitting operations, the CO or their representative will provide the specified emergency precautions needed.

All of the precautions listed above apply unless the Contracting Officer agrees to changes in writing. Such written agreement, or substitute precautions, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire.

A. The Contractor can obtain the Predicted Activity level for the following day at telephone number:

- B. The Contractor ☐ will ☒ will not be required to furnish a sealed box of fire fighting tools, to be located in the operating area, at a point accessible in the event of fire. This box shall contain: one 5-gallon, backpack pump-type fire extinguisher filled with water; two axes; two McCleod fire tools; one serviceable chain saw of three and one-half or more horsepower with a cutting bar 20 inches in length or longer; and enough shovels so that each employee at the operation can be equipped to fight fire. The box shall remain unlocked, but be sealed with a Forest Service seal to be broken for emergency use only.
- C. The Forest Service ☐ will ☒ will not furnish box of fire fighting tools, the contents of which is within the discretion of agency employees at the district level. The Contractor shall ensure that the box remains unlocked but sealed with a Forest Service seal to be broken for emergency use only. The Contractor will be responsible for keeping the box in the operating area, at a point accessible in the event of fire, and will return it to the government upon completion of the work. The cost of replacing any shortage of tool inventory or loss or damage to the box will be withheld from the final contract payment due the Contractor.
- D. The Contractor ☒ will ☐ will not be required to furnish a filled five gallon backpack pump at each work site at activity level C, or above.
- E. The Contractor ☐ will ☒ will not be required to furnish a fire patrol with a filled 5-gallon backpack pump to prevent, detect, and suppress any fires in the contract area. The patrol shall remain on duty at least two hours after the close of work, at Activity Level B, or above. SUPPLEMENT: The fire patrol ☐ may ☐ may not perform other duties on the contract.
- F. The Contractor ☐ will ☒ will not be required to furnish a water tank truck or trailer. Water tank truck or trailer ☐ may ☐ may not be used for other work on the contract.
- G. The Contractor ☐ will ☒ will not be required to furnish tractor headlights.
- H. The Contractor ☐ will ☒ will not be required to furnish communications equipment.

(SEE TABLE ON FOLLOWING PAGE)



**6. REPORTING ALL WILD FIRES**

- A. Contractor's employees shall report all fires to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	<b>Name</b>	<b>Office Address and/or telephone</b>	<b>Home address and/or telephone</b>
<b>Dispatch Center</b>	<b>Camino</b>	<b>530-642-5170</b>	
<b>Nearest FS Station</b>	<b>Georgetown Ranger Station</b>	<b>530-333-4312</b>	
<b>Inspector</b>	<b>Kaari Heino</b>	<b>530-333-5575</b>	
<b>COR</b>	<b>Dennis Haas</b>	<b>530-333-5551</b>	
<b>District Ranger</b>	<b>Tim Dabney</b>	<b>530-333-5501</b>	
<b>D.R. Designated Rep</b>			

When reporting a fire, provide the following information;

Your Name;  
 Call back telephone number;  
 Project name;  
 Location;  
     Legal description (Township, Range, Section); and  
     Descriptive location (Reference point);  
 Fire Information;  
     Acres;  
     Rate of Spread; and  
     Wind Conditions.

- B. **Contractor's Plan Regarding Personnel, Equipment and Organization.** The Contractor shall, prior to commencing work, furnish the following information relating to key personnel, tools and equipment available for the purpose of fighting wild fires within and adjacent to the Contract Area:

(1) **Key Personnel:** (In order of call preferences)

<b>Title</b>	<b>Name</b>	<b>Address and/or telephone</b>
<b>Fire Supervisor</b>		
<b>Fire Patrolperson</b>		

(2) **Personnel and Equipment**

	<b>Number</b>	<b>Classification or Type, Make &amp; Model</b>
<b>Fire Fighters:</b>		
<b>Fallers:</b>		
<b>Power Saws:</b>		
<b>Other Equipment:</b>		

**(3) Fire Suppression Plan:**

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Contracting Officer \_\_\_\_\_ Date \_\_\_\_\_

## Jon Mattson

---

**From:** Jonathan B Jue [jjue@fs.fed.us]  
**Sent:** Tuesday, August 24, 2004 8:53 AM  
**To:** Jann O Williams; Christine Mai  
**Cc:** Jon Mattson  
**Subject:** Fw: NF Long Cyn Dam Clean out

Jann and Christine,

Please see Jon Mattson's answers to your questions regarding the sediment removal at the NF Long Canyon Diversion Dam.

Jon,

Jann Williams would like to get a copy of your Department of Fish and Game Stream Alteration Permit. Could you please provide her a copy, it can be faxed to (530) 621-5297.

Thank you,

Jon Jue, Resource Officer  
Georgetown Ranger District  
Eldorado National Forest  
(530) 333-5550  
email: jjue@fs.fed.us

----- Forwarded by Jonathan B Jue/R5/USDAFS on 08/24/2004 07:48 AM -----

"Jon Mattson"  
<jmattson@pcwa.net>

08/23/2004 09:47  
AM

To: "Jonathan B Jue" <jjue@fs.fed.us>  
cc: "Steve Jones" <sjones@pcwa.net>  
Subject: RE: NF Long Cyn Dam Clean out

Hi Jon

Thanks for the note from Jann and Christine. Here are my answers to their questions.

We plan to incorporate the vegetation growing on the sediment in the pool area into the sediment placement area. We will dig up the willows in the sediment and replant them near the upper end of the pool along the boulder area, unless you have another recommended area to plant them.

To keep the depth of the sediment placement site to 3' or so, we would like to move the existing berm away from the road another 10' - 15'. We will maintain or improve the existing drainage patterns in the area. We will install silt fence around the base of the pile and in the adjacent drainage areas, except where the sediment pile is confined by the berm of existing granular materials.

Let me know if I can provide any more info on this.

Thanks

Jon

-----Original Message-----

From: Jonathan B Jue [mailto:jjue@fs.fed.us]  
Sent: Tuesday, August 17, 2004 8:53 AM  
To: Jon Mattson  
Cc: Christine Mai; Jann O Williams; Charles R Mitchell  
Subject: Fw: NF Long Cyn Dam Clean out

Hi Jon,

Could you please review Christine's questions and recommendations?  
Please  
let her and I know your answers and if you can incorporate her recommendations. Thanks,

Jon Jue, Resource Officer  
Georgetown Ranger District  
Eldorado National Forest  
(530)333-5550  
email: jjue@fs.fed.us

----- Forwarded by Jonathan B Jue/R5/USDAFS on 08/17/2004 07:50 AM -----

Christine Mai

Jue/R5/USDAFS@FSNOTES	To: Jonathan B
08/12/2004 05:44	cc: Jann O
Williams/R5/USDAFS@FSNOTES, Charles R	
PM	
Mitchell/R5/USDAFS@FSNOTES	Subject: NF Long Cyn Dam Clean out

HI Jon, I just wanted to let you know that Jann W & I were out looking at the project. They've done a great job with incorporating mitigations into the project & addressed 95% of the concerns.

One thing that was not clear to me was the vegetation that is within the catchment area of the dam..is that being left in place? They said there would be no vegetation removed in their proposal but it also appeared to be referring primarily to the spoil site. Anyway, if they have to remove the willow inside the dam area it would be great to see it get planted somewhere it could do some good. Not a big deal, just a nice to do thing.

The other thing that I noticed at the spoil site that there is drainage coming from the area they were planning to use that is draining down the road side ditch. Also there is a small berm in the area where they are going to pile. Would they stay in front of that berm with their piling?

It is doing a good job of collecting and dispersing surface runoff.

Also  
it would be good to install a silt fence around the base of the new spoils to capture sediment movement off of the site until it is stabilized. If they keep the berm then they could just put up a short section of silt fence before the drainage enters the roadside ditch, if not then it should probably run along the whole base of the spoil pile, unless they were to construct a new berm. They mentioned they would put up a silt fence if they needed to but it sounded like a maybe. Given the existing surface flow in the area I think it is a good idea to go ahead and put a silt fence in. And by the way the old site they used across the road looks beautiful!!!

(Embedded image moved to file: pic25481.jpg)

August 26, 2004

California Department of Fish and Game  
Sacramento Valley and Central Sierra Region #2  
Mr. Banky Curtis  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670

Attention: Kerry Wicker, Environmental Scientist

Subject: Streambed Alteration Notification #1600-2004-0350-R2

Dear Kerry:

In response to your notification of an incomplete notification package of August 10, 2004, we have enclosed the following documents:

- Copy of your notification of incomplete application
- Photo enlargement of diversion pool area
- Bunker Hill and Greek Store quad maps with the location of the diversion pool and proposed sediment storage site
- Drawing 81-05-201, showing the location of the diversion pool and other PCWA facilities
- Drawing 81-05-205, showing general details of the diversion dam
- Drawing 8X-225-13 sheet 1, showing the general plan view of the diversion pool area
- Drawing 8X-225-13 sheet 1, showing details of the proposed sediment removal job

We are also working with the Eldorado National Forest, including their resource specialist, Jon Jue, their hydrologist, Christine Mai, and their biologist, Jann Williams, to ensure necessary precautions are taken. Our planned site visit with your fisheries biologist, John Hiscox, had to be postponed, and we are anxious to reschedule.

The project is categorically exempt under CEQA (15301b, Existing Facilities). A Notice of Exemption was authorized by the Placer County Water Agency Board of Directors on August 5, 2004.

We would like to discuss this further with you. If you have any questions, please call Jon Mattson or me at (530) 885-6917.

Sincerely,

PLACER COUNTY WATER AGENCY

Stephen J. Jones  
Power System Manager

Cc: Jon Jue, Eldorado National Forest

## LARGE-FORMAT IMAGES

One or more large-format images (over 8½" X 11") go here. These images are available in E-Library at:

For Large-Format(s):

Accession No.: 20041018-0079

Security/Availability:

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File Date: 10-12-04 Docket No.: P-2079

Parent Accession No.: 20041018-0078

Set No.: 1 of 1

Number of page(s) in set: 2