



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
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[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



August 18, 2022

David Briggs  
East Bay Municipal Utility District  
375 11<sup>th</sup> Street  
Oakland, CA 94607  
[David.Briggs@ebmud.com](mailto:David.Briggs@ebmud.com)

Subject: Incidental Take Permit 2081-2019-056-03 for the Duffel Photovoltaic  
Renewable Energy Project

Dear David Briggs:

Enclosed you will find an electronic copy of the Incidental Take Permit for the above referenced Project, which has been digitally signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully and sign the acknowledgement on the permit **no later than 30 days from CDFW signature** and prior to initiation of ground-disturbing activities. You may return an electronic copy of the permit with digital signature to [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). Digital signatures shall comply with Government Code section 16.5. Alternatively, you may return a hard copy of the permit via mail to:

California Department of Fish and Wildlife  
Habitat Conservation Planning Branch, CESA Permitting  
Post Office Box 944209  
Sacramento, CA 94244-2090

You are advised to keep the permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by CDFW staff when requested.

The permit will not take effect until the signed acknowledgement is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Michelle Battaglia, Senior Environmental Scientist (Supervisory), at [Michelle.Battaglia@wildlife.ca.gov](mailto:Michelle.Battaglia@wildlife.ca.gov); or Melissa Farinha, Environmental Program Manager, at [Melissa.Farinha@wildlife.ca.gov](mailto:Melissa.Farinha@wildlife.ca.gov).

Sincerely,

*Erin Chappell*

Erin Chappell  
Regional Manager  
Bay Delta Region

*Conserving California's Wildlife Since 1870*



California Department of Fish and Wildlife  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534

California Endangered Species Act  
Incidental Take Permit No. 2081-2019-056-03

## **DUFFEL PHOTOVOLTAIC RENEWABLE ENERGY PROJECT**

### **I. Authority:**

This California Endangered Species Act (CESA) Incidental Take Permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

**Permittee:** East Bay Municipal Utility District

**Principal Officer:** David A. Briggs, Director of Operations and Maintenance

**Contact Person:** Ramona Gonzalez, (510) 287-1619

**Mailing Address:** 375 - 11<sup>th</sup> Street, Oakland, CA 94607

### **II. Effective Date and Expiration Date of this ITP:**

This ITP shall become effective when signed by all parties and received by CDFW as described in the Notices section of this ITP. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2027**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 6.10 of this ITP.

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<sup>1</sup>Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill".])

<sup>2</sup>The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

### III. Project Location:

The Duffel Photovoltaic Renewable Energy Project (Project) is located on East Bay Municipal Utility District (EBMUD) watershed land west of Bear Creek Road and San Pablo Dam Road in the City of Orinda, Contra Costa County (See Figure 1). The Project is located approximately 0.65 miles southeast of San Pablo Reservoir at approximately 37.904073, -122.210204. The Project site is bounded by Bear Creek Road to the east and by EBMUD watershed land to the north, west and south.

### IV. Project Description:

The Project includes the development of a 5-megawatt photovoltaic solar facility. Project activities include the installation of the solar facility, and the construction of permanent and temporary supporting infrastructure (See Figure 2).

#### Solar Facility

The Project will install solar panels mounted to a single-axis tracking system. The trackers will be mounted on a tracker tube approximately six to eight feet above grade and supported by metal piers buried to a depth of approximately eight to fifteen feet below grade. The solar panels will be positioned at a height that will allow for goats to graze beneath the panels for vegetation management during project operation. The solar facility will occupy an area totaling 14.21 acres. This amount includes all areas within the facility fence and the 6.1 acres of area beneath the solar panels, transformers, inverters, buried collector lines and existing corral. The metal piers will occupy a total of 0.01 acres. Prior to construction, the installation area will be mowed to allow for site access and construction activities, and approximately 32 mature trees will be removed, including 9 coast live oak, 8 valley oak, 8 arroyo willow, 2 California bay, 1 blue elderberry, 1 plum tree and 3 Monterey pine. Approximately 2 acres of grading will occur for the new access road and at discrete locations within the Project Area (see Grading Plan – Attachment 1).

The direct current (DC) power captured by the solar panels will be transported to inverters via underground collector cables. Each underground collector line will be installed in trenches up to three feet deep. Excavated soils from the trenches will be retained onsite and used to backfill the trenches once collection lines have been installed, resulting in 0.15 acres of temporary disturbance (all within the solar facility fence). Two utility-scale inverters and transformers will be installed. The inverters convert the collected DC power to alternating current (AC) power which is then conveyed to a transformer, which will step up the voltage of the AC power for transmission to the Pacific Gas and Electric Company (PG&E) substation. The two-inverter system will stand approximately eight feet tall, with each inverter mounted on a concrete equipment pad approximately 25 feet by 10 feet in size, resulting in a total of 0.01 acres (500 ft<sup>2</sup>) of permanent impacts.

A 10-foot by 45-foot (450 ft<sup>2</sup>) concrete pad will be installed to house the interconnection equipment required to collect power from the inverters and transformers and connect the system to PG&E's distribution system. Power will then be transferred via underground power cables from the interconnection equipment to the PG&E interconnection distribution line on the south side of Bear Creek Road. Approximately 176 linear feet of underground conductor will be installed from the interconnection equipment to the distribution line, and single wooden power pole will be installed on the south side of Bear Creek Road in alignment with the existing PG&E power lines. The installation of the interconnection equipment housing and buried connection lines will result in 0.01 acres of permanent impacts and 0.04 acres of temporary impacts.

## **Supporting Infrastructure**

The Project will involve the installation of permanent and temporary infrastructure to support the construction and operation of the solar facility. Permanent infrastructure includes the access roads, perimeter security fencing, a stormwater drainage system, two depressed areas, a water supply pipeline extension, and the relocated livestock holding corral. Temporary infrastructure includes the equipment staging area, parking area, construction exclusion fencing, and a buried relocated water pipeline for on-site dust control and irrigation of native vegetation proposed along Oursan Trail and Bear Creek Road.

### *Access Roads and Equipment Staging*

Access road construction will include construction of a new access road within the Project site. The new access road will be approximately 2,700 feet in length, 12 feet wide, and will be graveled with 12-inch minimum aggregate. The new access road will begin at the eastern boundary of the Project site, at Bear Creek Road, and will connect to an existing access road at the north end of the Project site. Access road improvements and construction will result in approximately 0.89 acres of permanent impacts and 0.33 acres of temporary impacts.

Equipment and construction materials will be staged in a temporary construction work area north of PG&E's transmission right-of-way (Figure 2). The combined staging and parking area will encompass approximately 1.86 acres. After the completion of Project activities, 0.42 acres within this staging area will serve as the new location of the corral (see *Corral*, below). Construction personnel parking would occur at the 0.51-acre parking area adjacent to the staging area north of PG&E's transmission right-of-way. Heavy equipment not permitted on public roadways will be refueled on-site in the staging areas; however, fuel will not be stored overnight on the Project site. Maintenance of construction-related equipment will be conducted off-site. The use of the staging and parking areas will result in approximately 1.95 acres of temporary impacts, and relocation of the corral to the staging area after construction is complete will result in 0.42 acres of permanent habitat conversion.



### *Fencing*

A permanent chain-link perimeter security fence will enclose the Project site around the solar facility. The fence will be eight feet tall and will have a minimum ground clearance of four inches. Gates will be installed at the Project fence ingress/egress points along the Project access roads. In addition to the perimeter fencing, all areas of temporary disturbance, including staging yards, will be fenced with temporary construction-limit fencing and wildlife exclusion fencing prior to site disturbance. Installation of wildlife exclusion fencing will require trenching to install the fence below grade and prevent wildlife from burrowing in the construction area. Temporary chain-link security fencing will also be installed around staging yards. Installation of fencing will result in approximately 0.009 acres of permanent impacts and 0.34 acres of temporary impacts.

### *Water Sources and Stormwater Drainage*

EBMUD will establish a temporary water source on-site for dust control. Water will be obtained from a temporary tap to an existing EBMUD water pipeline that transects the Project site. Approximately 1,000 feet of the existing onsite water pipeline will be relocated to minimize conflicts with installation of the solar panels, support structures, and underground collector lines. Additionally, the existing water pipeline will be extended approximately 1,150 feet to the southwestern and northeastern edges of the Project site to irrigate the native vegetation proposed along Oursan Trail and Bear Creek Road. The water pipeline extensions will be installed underground and remain after the vegetation establishment phase. Approximately 3,000 gallons of water per day will be available for use during construction for dust control. The realignment and extension of the water pipeline will result in approximately 0.42 acres of permanent habitat conversion.

Two depressed areas will be constructed adjacent to the new project access road. Depressed area 1 will be located between the new access road and the western property line and will have a capacity of 1,000 ft<sup>3</sup>. Depressed area 2 will be located northeast of the new access road and will have a capacity of approximately 500ft<sup>3</sup>. The depressed areas shall be designed and constructed such that they are able to contain the first one inch of rainfall runoff generated by adjacent impervious surfaces without producing excess runoff to surrounding areas. The two depressed areas would encompass approximately 0.172 acre and 0.034 acres, respectively, and result in 0.21 acres of permanent impacts.

### *Corral*

EBMUD currently leases a corral within the Project site for staging of cattle during the grazing season. The corral area is used as a hub for cattle staging for approximately 4 months of the year (June to September). The existing corral will be removed to accommodate the solar panels and will be relocated to the staging area at the end of construction (Figure 2).

**Project Timing and Total Project Impacts**

The Project will be constructed over approximately eight months and will initiate after the receipt of all applicable permits. In total, the Project will result in approximately 0.93 acres of permanent impacts, 7.16 acres of permanent habitat conversion, and 11.89 acres of temporary impacts.

**V. Covered Species Subject to Take Authorization Provided by this ITP:**

This ITP covers the following species:

Name	CESA Status <sup>3</sup>
1. Alameda whipsnake ( <i>Masticophis lateralis euryxanthus</i> )	Threatened <sup>4</sup>

This species and only this species is the “Covered Species” for the purposes of this ITP.

**VI. Impacts of the Taking on Covered Species:**

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include: clearing and grubbing of vegetation; grading; excavation; trenching; fill or spoils placement; staging and storage of building materials and equipment; and personnel and equipment mobilization associated with construction of the solar facility and its supporting infrastructure (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as collapse or excavation of occupied burrows that results in crushing or suffocation of underground individuals; entombment of individuals from deposition of stockpiled material or spoils over occupied burrows; crushing due to movement of construction vehicles, compaction of soils, and entrapment and burial within trenches or open excavations; uncovering burrow systems through excavation; and vehicle/equipment strikes during site preparation and hauling materials and spoils. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species from disturbance to basking, denning or dispersal sites by activities such as trenching and vehicular ingress/egress, as well as from construction noise. Additionally, relocation of individuals may result in take. The areas where authorized take of the Covered Species is expected to occur include: the solar facility site, access roads, equipment staging and parking areas, and along the perimeter fence (collectively, the Project Area).

<sup>3</sup> Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

<sup>4</sup> See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(4)(D).

The Project is expected to cause the permanent loss of 0.93 acres of habitat for the Covered Species, 7.16 acres of permanent conversion of habitat for the Covered Species, and temporary loss of 11.89 acres of habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: stress resulting from noise and vibrations from mowing, trenching, backfilling, compaction, access road construction, drilling for pier supports, solar panel installation, vehicle and equipment hauling, construction foot traffic, impediment to movement across the landscape by erosion control materials, flooding of burrows during dust control activities, and long-term effects due to changes in microclimate, loss or degradation of dispersal habitat, increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

## **VII. Incidental Take Authorization of Covered Species:**

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

## **VIII. Conditions of Approval:**

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking and noise and vibration generating activities that may cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Initial Study/Mitigated Negative Declaration (SCH No.: 2019089118) adopted by EBMUD on February 11, 2020, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).

- 3. ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the Formal Consultation on the Proposed Duffel Photovoltaic Renewable Energy Project, Orinda, Contra Costa County, California (US Army Corps of Engineers File Number 2019-00180; US Fish and Wildlife Service Biological Opinion Reference 08ESMF00-2020-F-0815-1) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 4. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 2 to this ITP.

**5. General Provisions:**

- 5.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 5.2. Designated Biologist/Biological Monitor. Prior to initiating Covered Activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of proposed personnel to fulfill the duties of a Designated Biologist (Designated Biologist) and Biological Monitor(s) using the Biologist Resume Form (Attachment 3), or another format containing the same information.

The Designated Biologist and Biological Monitor shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist and Biological Monitor in writing prior to initiating Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.

- 5.2.1. A Designated Biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with experience monitoring, surveying for, collecting, and handling the Covered Species.

- 5.2.2. A Biological Monitor is an individual who shall have a minimum of four years of academic and professional experience in biological sciences and related resource management activities relevant to this project, has experience with construction level biological monitoring, has training and ability to recognize the Covered Species in the Project Area, and who is familiar with the habits, habitats, and behavior of the Covered Species.
- 5.3. Biological Monitoring. During all other Covered Activities where the Designated Biologist is not present, a Biological Monitor shall be present on-site. The Designated Biologist may appoint Biological Monitor(s) to monitor Covered Activities when a Designated Biologist is not needed on-site.
- 5.4. Designated Biologist and Biological Monitor Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s) and Biological Monitor(s) shall immediately stop any activity not in compliance with this ITP and/or order any reasonable measure necessary to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to, providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such prohibited agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 5.5. Education Program. Prior to initiating Covered Activities, Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area. The program shall consist of an in-person presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers. Permittee shall ensure that the same in-person instruction be provided to any new workers before they are authorized to perform any work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.

- 5.6. Construction Monitoring Log. The Designated Biologist shall maintain a construction monitoring log on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction monitoring log is available for review at the Project site upon request by CDFW.
- 5.7. Vehicle and Equipment Inspection. Vehicles and equipment shall be inspected by the Biological Monitor and/or Designated Biologist before being moved if they have been idle and/or unoccupied for 30 minutes or longer. If the Covered Species is present, the worker shall wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist shall be contacted to determine if the individual may be safely moved within the conditions of this ITP.
- 5.8. Allow Covered Species to Leave Unharmd. If at any time a Covered Species is found on the site during Project construction, all work shall cease in the immediate vicinity until the Covered Species leaves on its own outside of the construction area or, if it can be captured, it shall be relocated by the Designated Biologist to a suitable location outside of the Project Area.
- 5.9. Spoils Piles. Spoils piles shall be restricted to areas designated for staging and/or parking within the Project Area. Spoils piles shall be covered with weighted tarps when rain or wind events are forecast, and shall be placed away from small mammal burrows or habitat features such as rocky outcrops or woody debris used by the Covered Species as refugia habitat. When uncovering spoils piles for use, if a Covered Species is encountered it shall be allowed to leave of its own accord or relocated by the Designated Biologist to suitable habitat outside of the Project Area.
- 5.10. Prohibition of Rodenticide and Poison. At no time during the life of the Project shall broadcast baiting of rodenticides or other poisons be used to control rodents be utilized by the Permittee within the Project Area.
- 5.11. Prevention of Spread of Invasive Species. Permittee shall conduct Covered Activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention best management practices and guidelines for invasive plants can be found on the Cal-IPC's website at <http://www.cal-ipc.org/ip/prevention/index.php>.
- 5.12. Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, raccoons, coyotes, and feral pets.

- 5.13. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting or monofilament netting that has cross joints in the netting that bound/stitched) or similar material, in potential Covered Species' habitat. Erosion control products shall be made of loose-weave natural fiber mesh, such as jute, coconut (coir) fiber, or other products without welded weaves.
- 5.14. Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.
- 5.15. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat. Covered Species' habitat, known populations of the Covered Species, and jurisdictional waters shall be clearly indicated on the project plans.
- 5.16. Project Access. Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of, or en-route to, the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 5.17. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to designated staging and parking areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.16 (Project Access) of this ITP.
- 5.18. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.

- 5.19. Equipment Leaks. Permittee shall ensure that stationary equipment such as motors, pumps, and generators are positioned over drip pans or other suitable secondary containment to catch leaks of fluids or fuel. Stationary heavy equipment shall have appropriate containment equipment either installed or readily available on site that is capable of handling a catastrophic spill or leak. Hydraulic attachments shall be placed on plywood or another non-porous surface and covered with plastic or comparable material prior to the onset of rain to prevent “run-on” and runoff.
- 5.20. Refueling and Maintenance. Any equipment or vehicles driven and/or operated in or adjacent to the Project during construction shall be checked daily and maintained in good working order to prevent the release of contaminants that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind, it shall be taken to an off-site location immediately. Vehicles shall be moved away from the sensitive areas and positioned over drip pans or other suitable secondary containment prior to refueling. No maintenance of construction-related equipment shall occur within the Project Area.
- 5.21. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.22. Speed Limit. Project-related vehicles shall observe a 15 mile per hour speed limit on unpaved roads within the limits of construction.
- 5.23. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.
- 5.24. Temporary Impact Criteria. To be considered a temporary impact site, an area of disturbance must meet the following criteria: (1) establishment and documentation of baseline conditions, including percentage of cover by plant species, vegetation heights and species composition, must be completed prior to any impacts occurring, and (2) temporarily impacted areas must be restored to baseline conditions within 12 months of impacts being initiated. Refer to Conditions of Approval 8.3 (Restoration After Temporary Impacts) for temporary impacts restoration and monitoring requirements. Any area that does not meet these criteria shall be considered permanently impacted and the Permittee shall be responsible for providing additional mitigation in consultation with CDFW.



## 6. Monitoring, Notification and Reporting Provisions:

- 6.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 6.2. Oak Mitigation Plan. Permittee shall submit a final Oak Mitigation Plan for CDFW review and acceptance within 180 days of commencement of construction-related Project activities. Extension of the timeline for submission may be granted in writing by CDFW upon request by Permittee.
- 6.3. Final Design Plans. Permittee shall submit final basis of design plans and construction drawings for the Duffel Photovoltaic Renewable Energy Project to CDFW for acceptance prior to initiating construction. The plans shall include, at minimum, all pertinent design elements of the solar array (such as inverter type and quantity), storm water detention basins, and access road alignments.
- 6.4. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.
- 6.5. Compliance Monitoring. The Designated Biologist shall be on-site daily and when Covered Activities occur. The Designated Biologist shall be on-site to direct and oversee any and all clearing, grubbing, grading and excavation activities. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.
- 6.6. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.5 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted electronically to the CDFW offices listed in the Notices section of this ITP and to CDFW's Regional Representative and Headquarters CESA Program. At the time of

this ITP's approval, the CDFW Regional Representative is Michelle Battaglia ([Michelle.Battaglia@wildlife.ca.gov](mailto:Michelle.Battaglia@wildlife.ca.gov)) and Headquarters CESA Program email is [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 6.7. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.6; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts, including updates and progress related to the CDFW-accepted Temporary Exclusion Fencing, Permanent Fencing and Oak Mitigation Plans (see Conditions of Approval 7.5, 7.6 and 6.2 respectively); (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 6.8. CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 6.9. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, photographs if available, explanation as to cause of take or injury, and any other pertinent information.

- 6.10. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

## 7. Take Minimization Measures:

The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

- 7.1. Work Window. The work window for Covered Activities in project years 2023-2027 shall be limited to May 1 to October 31. In project year 2022, all clearing, grubbing and exclusion fence installation must be completed no later than October 15. Revegetation work using non-motorized equipment may be done at any time, provided that erosion control measures have been implemented.
- 7.2. Pre-construction Surveys. The Designated Biologist shall conduct pre-construction surveys immediately before installation of the temporary exclusion fencing (Condition of Approval 7.5). The area encompassed by the temporary barrier shall be surveyed again prior to the removal of vegetation or conducting ground-disturbing activities if no vegetation removal is proposed. Permittee shall provide the survey methodology to CDFW for review and written approval prior to the start of Covered Activities. If a Covered Species is found, it shall be allowed to leave the Project Area on its own, or if it can be safely captured, it shall be relocated by the Designated Biologist to suitable location outside of the Project Area.
- 7.3. Snakes Discovered in Project Area. If a snake of any species is found by any person in the Project Area before or during implementation of Covered Activities, all activities that could potentially injure the snake shall stop immediately and the snake shall be allowed to leave the Project Area on its own. If the snake does not leave the Project Area or cannot move to an area with sufficient habitat outside of the Project Area, the Designated Biologist shall identify the species and move the snake to safety in Covered Species' habitat outside the Project Area. Covered activities may resume only after the snake has been confirmed to be out of the Project Area.

- 7.4. Covered Species Relocation. If at any time a Covered Species is found within the Project Area, all work shall cease until the Covered Species leaves the area on its own or if it can be safely captured it shall be relocated by the Designated Biologist to a suitable location outside of the Project Area.
- 7.5. Temporary Exclusion Fencing. A plan for temporary wildlife exclusion fencing shall be submitted for CDFW review and approval prior to initiation of Covered Activities. Temporary wildlife exclusion fencing shall be installed and shall surround all areas in which work will take place. The exclusion fencing shall consist of non-mesh fencing at least 24 inches tall, designed with a lip to prevent the Covered Species from climbing over the barrier, and buried to a depth of six inches below the soil surface. The soil shall be compacted against both sides of the fence to prevent the Covered Species from gaining access to the Project Area. Stakes shall be placed inside the exclusion area of the fence. No gaps or holes are permitted in the fencing system except for access areas as required for vehicular and pedestrian traffic. The exit/entry points shall be constructed so that they are flush to the ground and shall be designed to allow trapped individuals to leave the Project Area by installing one-way funnels, ramps, or other methods approved by CDFW. Cover boards shall be placed inside the exclusionary fenced area every 150 feet to provide refugia for Covered Species within the construction area. An alternative exclusion fencing design may be used after receiving written authorization from CDFW. The exclusion fencing and cover boards shall be inspected daily by the Designated Biologist or Biological Monitor. However, only the Designated Biologist may relocate wildlife.

Where wildlife exclusion fencing is not installed and ground-disturbing activity is occurring in Covered Species habitat, the Designated Biologist shall monitor all Covered Activities involving vehicles and equipment mobilization or operation, including initial clearing/pruning, staging, and ongoing construction.

The Designated Biologist shall be onsite during installation of the fencing to relocate any Covered Species to an area outside the construction area. After installation, fencing shall be inspected by the Designated Biologist or Biological Monitor on a weekly basis to ensure fence integrity. Any needed repairs to the fence shall be performed immediately, if damaged, to ensure that it is functional and without defects. Permittee shall provide refuge opportunities along or near the outer side of the exclusion fence for the Covered Species. After construction is complete, the exclusion fencing shall be removed immediately.

- 7.6. Permanent Fencing. Permittee shall submit a Permanent Fencing Plan for CDFW review and acceptance within 180 days of commencement of construction-related Covered Activities unless otherwise extended by CDFW. Extension of the timeline for submission may be granted in writing by CDFW upon request by Permittee. Permittee shall ensure that any permanent perimeter fencing installed shall have a

minimum clearance of four inches above grade to ensure unimpeded egress/ingress for the Covered Species.

The Designated Biologist shall be on-site during installation of permanent fencing to relocate any Covered Species to an area outside the construction area. After installation, fencing shall be inspected by the Designated Biologist or Biological Monitor to ensure fence integrity and ensure fence clearance requirements are met and confirm compliance in the Annual Status Reports (see Condition of Approval 6.7). Any needed repairs to the fence shall be performed immediately, if damaged, to ensure that it is functional and without defects.

- 7.7. Fence and Signpost Restriction. Any fencing, signposts, or vertical poles installed temporarily or permanently throughout the course of the Project shall have the top capped and/or the top three post holes covered or filled with screws or bolts to prevent entrapment of wildlife. Barbed wire shall not be utilized as a component in any fencing or signage in such a way that it might result in harm to the Covered Species.
- 7.8. Vegetation Removal Methods. Where possible, hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim or remove vegetation and trees. All vegetation removal shall be monitored by the Designated Biologist or Biological Monitor to minimize impacts to the Covered Species.
- 7.9. Trench Escape and Inspection. The Designated Biologist or Biological Monitor shall inspect all open holes and trenches within the Project Area at the beginning of each day for trapped wildlife. To prevent entrapment, any open trenches, pits, or holes with a depth greater than one foot shall be covered at the conclusion of work each day with a hard, non-heat conductive material such as plywood or similar. No netting, canvas, or material capable of trapping or ensnaring wildlife shall be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood or installed as an earthen slope in each open trench, hole, or pit that is capable of allowing the Covered Species to escape of their own accord.

Prior to the initiation of project related activities each day, and prior to the covering of any trenches at the conclusion of work each day, the Designated Biologist or Biological Monitor shall inspect the open trench, pit, or hole for the Covered Species. Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist immediately if any worker discovers that Covered Species have become trapped. If at any time a trapped Covered Species is discovered, the Designated Biologist shall capture and relocate the individual to suitable habitat outside the Project Area.

7.10. Inspection of Pipes and Culverts. All construction pipes, culverts, or similar structures that are stored at the Project site for one or more overnight periods shall be securely capped prior to storage or inspected by the Designated Biologist before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a Covered Species is discovered inside a pipe, the Covered Species shall be allowed to leave of its own accord, or if it can be safely captured, it shall be relocated by the Designated Biologist to suitable habitat outside of the Project Area.

7.11. Access Roads. The Designated Biologist shall inspect the entire motorized vehicle access routes to where Covered Activities will be occurring daily. Inspections shall occur in the morning prior to Project-related vehicle access and in the afternoon prior to Project-related vehicles exiting the Project Area. If a Designated Biologist finds a dead Covered Species on the access route, Permittee shall consult with CDFW to determine appropriate contingency measures and shall implement the measures determined appropriate by CDFW.

All new access routes shall be clearly marked (flagged and/or staked) prior to use. New access driveways shall not extend beyond the designated construction work area boundary. Construction vehicles shall pass and turn around only within the delineated construction work area boundary or local road network. Any new access roads not represented in the plans or contemplated in the Project Description of this ITP shall be subject to review and approval of the Designated Biologist and approved by CDFW.

7.12. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 6.9 (Notification of Take or Injury). Notification shall include the name of the facility where the animal was taken.

## **8. Habitat Management Land Acquisition and Restoration:**

CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall purchase 25.42 acres of Alameda whipsnake credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 8.2). Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.

8.1. Cost Estimates. CDFW has estimated the cost of Covered Species credits and restoration of temporarily disturbed habitat as follows:

8.1.1. The cost of Alameda whipsnake credits identified in Condition of Approval 8.2 is estimated at \$38,000/acre for 25.42 acres: **\$965,960**. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements.

8.1.2. The cost of restoring the areas of temporary impacts inside the Project area is estimated at \$5,000/acre for 11.89 acres: **\$59,450**.

8.2. Covered Species Credits. Permittee shall purchase 25.42 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 9 below.

8.3. Restoration After Temporary Impacts. All grassland areas and soils exposed or disturbed as a result of Covered Activities shall be revegetated with native plants or seeded with an erosion control seed mix containing native forbs, shrubs, wildflowers, and grasses. Revegetation shall be completed as soon as possible after earthmoving activities cease each construction season; however, plantings shall be most successful if done during the rainy season. Seeding placed after October 15 shall be applied by hydroseed or shall be covered with broadcast straw, jute netting, coconut fiber blanket, light mulch, or a similar erosion control method. Soils imported to the site for fill shall have similar chemical properties, drainage characteristics and composition to native soils. All imported soils must be free of weed seeds and pathogens.

8.3.1. Vegetation cover shall consist of less than 5% cover of invasive plant species rated as "high" by the Cal-IPC at the end of four years.

8.3.2. Absolute ground cover of naturalized and non-native annual grassland plant species shall be a minimum of 80% at the end of four years.

8.3.3. If the survival and/or cover requirements are not meeting these goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice to achieve these requirements over

subsequent years until the success criteria is reached. Replacement plants shall be monitored with the same survival and growth requirements as during the initial monitoring period.

- 8.4. Implementation of Tree Restoration (Oak Mitigation Plan). All oaks and native trees impacted or removed as a result of Covered Activities shall be replaced and restored in accordance with the CDFW-accepted Oak Mitigation Plan (Condition of Approval 6.2). Plantings and associated restoration shall be completed as soon as possible after completion of Covered Activities, with the understanding that plantings will be most successful if completed during the rainy season. Trees planted under the Oak Mitigation Plan shall be monitored for a period of four years and shall meet, at minimum, an 85% success and establishment criteria at the end of the monitoring period. Permittee shall be responsible for any replacement planting, additional watering, weeding, invasive exotic eradication, or any other practices necessary over subsequent years until the success criteria identified in the Plan has been satisfied. Replacement trees shall be monitored with the same survival and growth requirements as during the initial monitoring period.

## 9. Performance Security:

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

- 9.1. Security Amount. The Security shall be in the amount of **\$1,025,410**. This amount is based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.
- 9.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4), or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 9.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 9.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 5) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other instrument as deemed appropriate by CDFW.



9.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.

9.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Written documentation of the acquisition of the HM lands;
- Copies of all executed and recorded conservation easements;
- Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
- Timely submission of all required reports.

The Permittee must complete the required purchase of all Covered Species credits no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

#### **IX. Amendment:**

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

#### **X. Stop-Work Order:**

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP for reasons including, but not limited to, failure to comply with reporting or monitoring obligations, or prevent the unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittee shall stop work immediately as directed by CDFW

upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

#### **XI. Compliance with Other Laws:**

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

#### **XII. Notices:**

The Permittee shall sign and return this ITP to CDFW. A manual or digital signature is acceptable, provided a digital signature complies with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned. Manual (wet) signatures on duplicate original paper copies shall be returned by the Permittee via registered first-class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Email: [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email, secure link, or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number 2081-2019-056-03 in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Erin Chappell, Regional Manager  
California Department of Fish and Wildlife  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
Telephone: (707) 428-2002  
Email: [R3CESA@wildlife.ca.gov](mailto:R3CESA@wildlife.ca.gov)

Incidental Take Permit  
No. 2081-2019-056-03  
EAST BAY MUNICIPAL UTILITY DISTRICT  
DUFFEL PHOTOVOLTAIC RENEWABLE ENERGY PROJECT

and a copy to:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Email: [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Michelle Battaglia  
California Department of Fish and Wildlife  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94524  
Telephone: (707) 339-6052  
Email: [Michelle.Battaglia@wildlife.ca.gov](mailto:Michelle.Battaglia@wildlife.ca.gov)

### **XIII. Compliance with CEQA:**

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, East Bay Municipal Utility District. (See generally Pub. Resources Code, §§ 21067, 21069). The lead agency's prior environmental review of the Project is set forth in the Final Initial Study/Mitigated Negative Declaration (SCH No.: 2019089118) dated January 2020, that the EBMUD adopted for the Duffel Photovoltaic Renewable Energy Project on February 11, 2020. At the time the lead agency adopted the Mitigated Negative Declaration and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's Mitigated Negative Declaration for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

Incidental Take Permit  
No. 2081-2019-056-03  
EAST BAY MUNICIPAL UTILITY DISTRICT  
DUFFEL PHOTOVOLTAIC RENEWABLE ENERGY PROJECT

#### **XIV. Findings Pursuant to CESA:**

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2)).

CDFW finds based on substantial evidence in the ITP application, EBMUD Duffel Photovoltaic Renewable Energy Project, the Memorandum regarding EBMUD Duffel Photovoltaic Project—ITP Data Request dated March 25, 2020, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 25.42 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and

- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

#### **XV. Attachments:**

FIGURE 1	Project Location Map
FIGURE 2	Project Area Map
ATTACHMENT 1	Grading Plan
ATTACHMENT 2	Mitigation Monitoring and Reporting Program
ATTACHMENT 3	Biologist Resume Form
ATTACHMENT 4	Letter of Credit Form
ATTACHMENT 5	Mitigation Payment Transmittal Form

#### **ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

ON 8/19/2022.

*Erin Chappell*

Erin Chappell, Regional Manager  
Bay Delta Region

#### **ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions.

By: 

Date: 8/19/2022

Printed Name: David Briggs

Title: Dir. of OMD

Incidental Take Permit  
No. 2081-2019-056-03  
EAST BAY MUNICIPAL UTILITY DISTRICT  
DUFFEL PHOTOVOLTAIC RENEWABLE ENERGY PROJECT

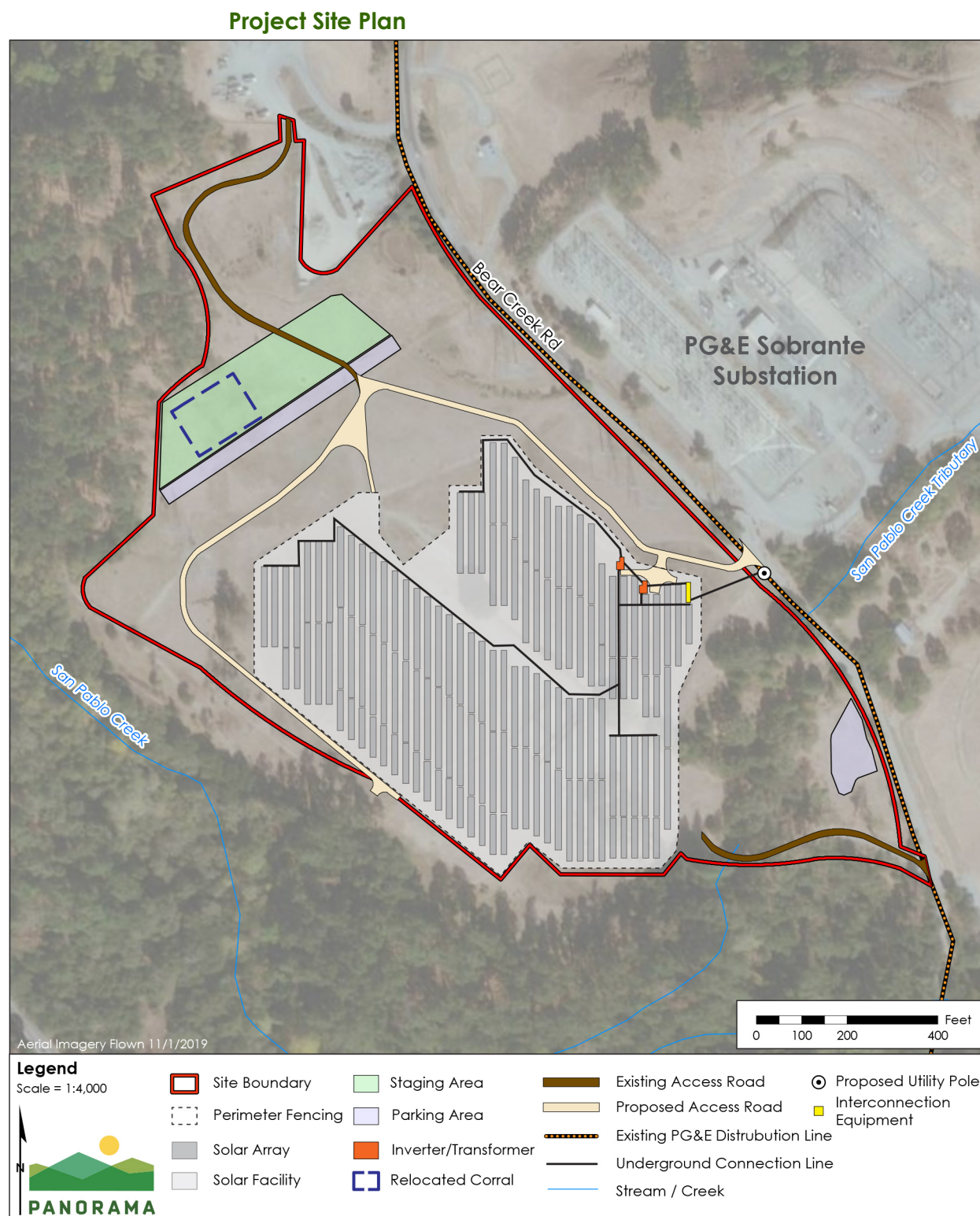


FIGURE 1 - LOCATION MAP



Sources: (EBMUD, 2018b; U.S. Geological Survey, 2018; Tele Atlas North America, Inc., 2018; California Department of Fish and Wildlife, 2016; Vollmar Natural Land Consulting, 2018)

FIGURE 2 - PROJECT AREA MAP



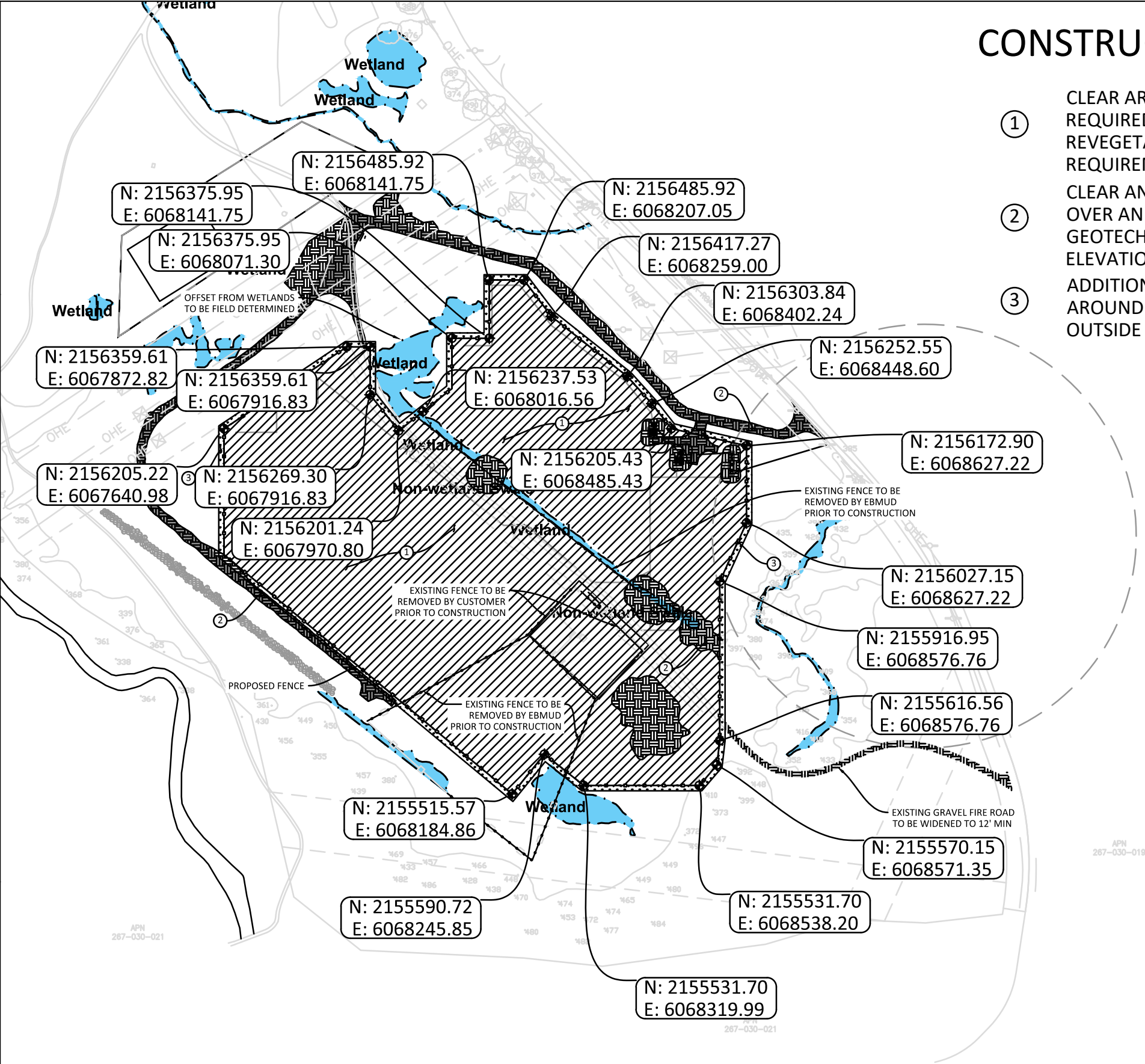
Sources: (EBMUD, 2018b; U.S. Geological Survey, 2018; Tele Atlas North America, Inc., 2018; California Department of Fish and Wildlife, 2016; Vollmar Natural Land Consulting, 2018)

**APPENDIX F**

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**Grading Plan**





# CONSTRUCTION NOTES

- ①

CLEAR AREA WITHIN PROJECT LIMITS AS REQUIRED. DISTURBED AREAS TO BE REVEGETATED AND STABILIZED PER SWPPP REQUIREMENTS.

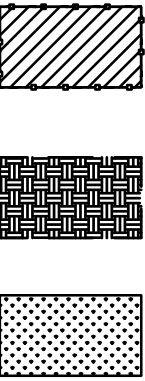
13.2 ACRES
- ②

CLEAR AND GRUB AREAS TO BE GRADED. OVER AND RECOMPACT AS REQUIRED PER GEOTECHNICAL REPORT. FINISHED GRADE ELEVATIONS PER GRADING PLAN C220-C223.

3.0 ACRES
- ③

ADDITIONAL 10' CLEAR, BRUSH-FREE AREA AROUND THE ARRAY PER CFC 1204.4. OUTSIDE OF FENCE PERIMETER

0.82 ACRES



## LEGEND

FENCE  
ANGLE POINT IN FENCE

PLAN VIEW  
SCALE 1" = 200'

SUNPOWER

ISSUE FOR FIRE DEPT REVIEW  
(5.10) 5.40-05.50  
1414 HARBOUR WAY SOUTH, RICHMOND, CA 94804 USA  
UNLICENSED PROFESSIONAL ENGINEERING OR ARCHITECTURE  
UNLAWFUL TO USE WITHOUT SPECIFIC WRITTEN AUTHORIZATION OF THE  
SUNPOWER CORPORATION IS STRICTLY FORBIDDEN.

Dewberry

Dewberry  
Engineers Inc.

REGISTERED PROFESSIONAL ENGINEER  
No. C61498  
Exp. 06/30/23  
STATE OF CALIFORNIA  
8/4/21

EBMUD - BEAR CREEK

CIVIL SITE DEMOLITION PLAN

REV	DESIGN #	DATE	DB	CB
A	-	01-22-21	AE	-
B	-	02-24-21	AE	-
C	-	04-13-21	AE	-
E	-	07-23-21	WIL	-

OPPORTUNITY

0001630080

PROJECT

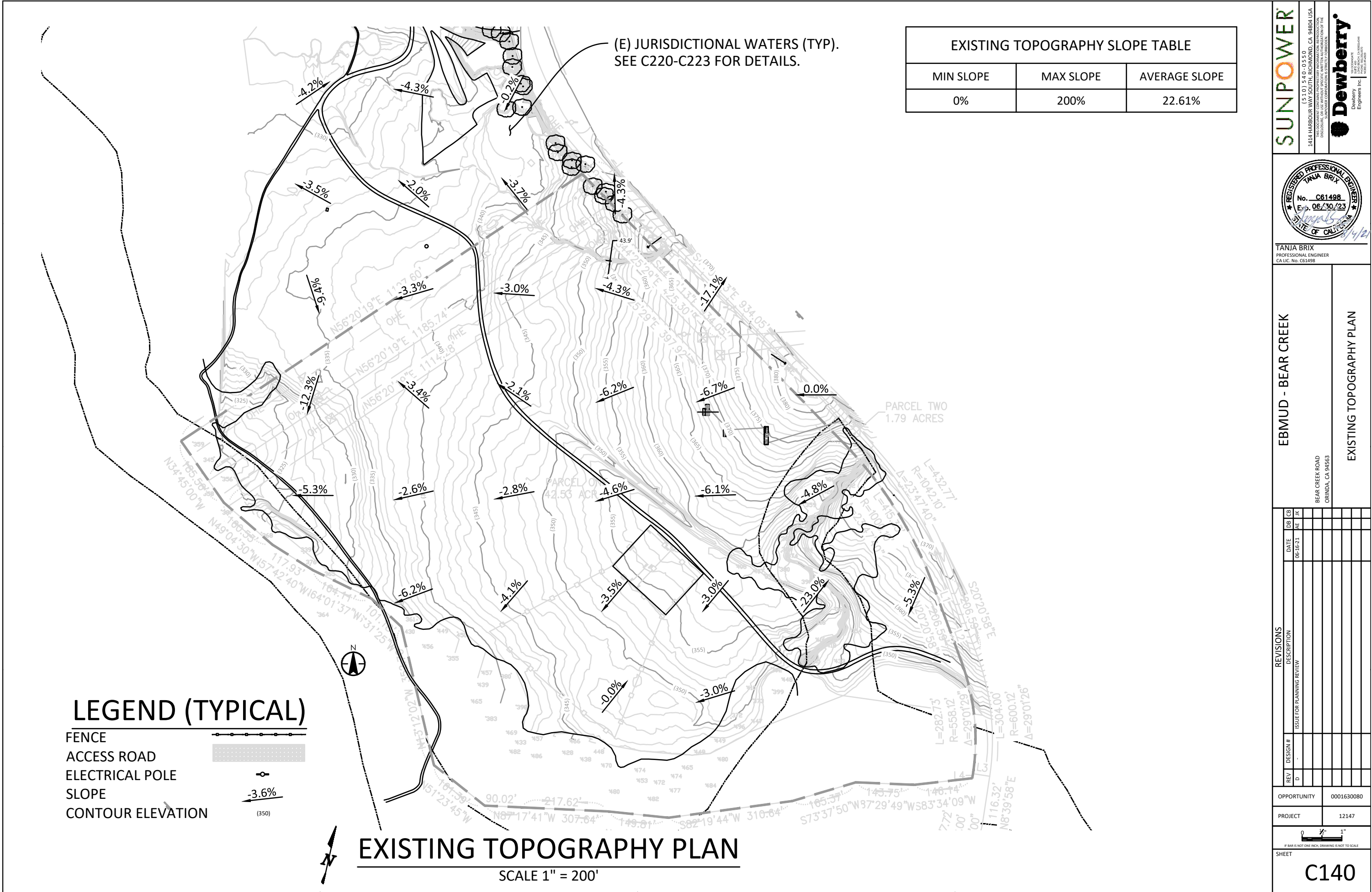
12147

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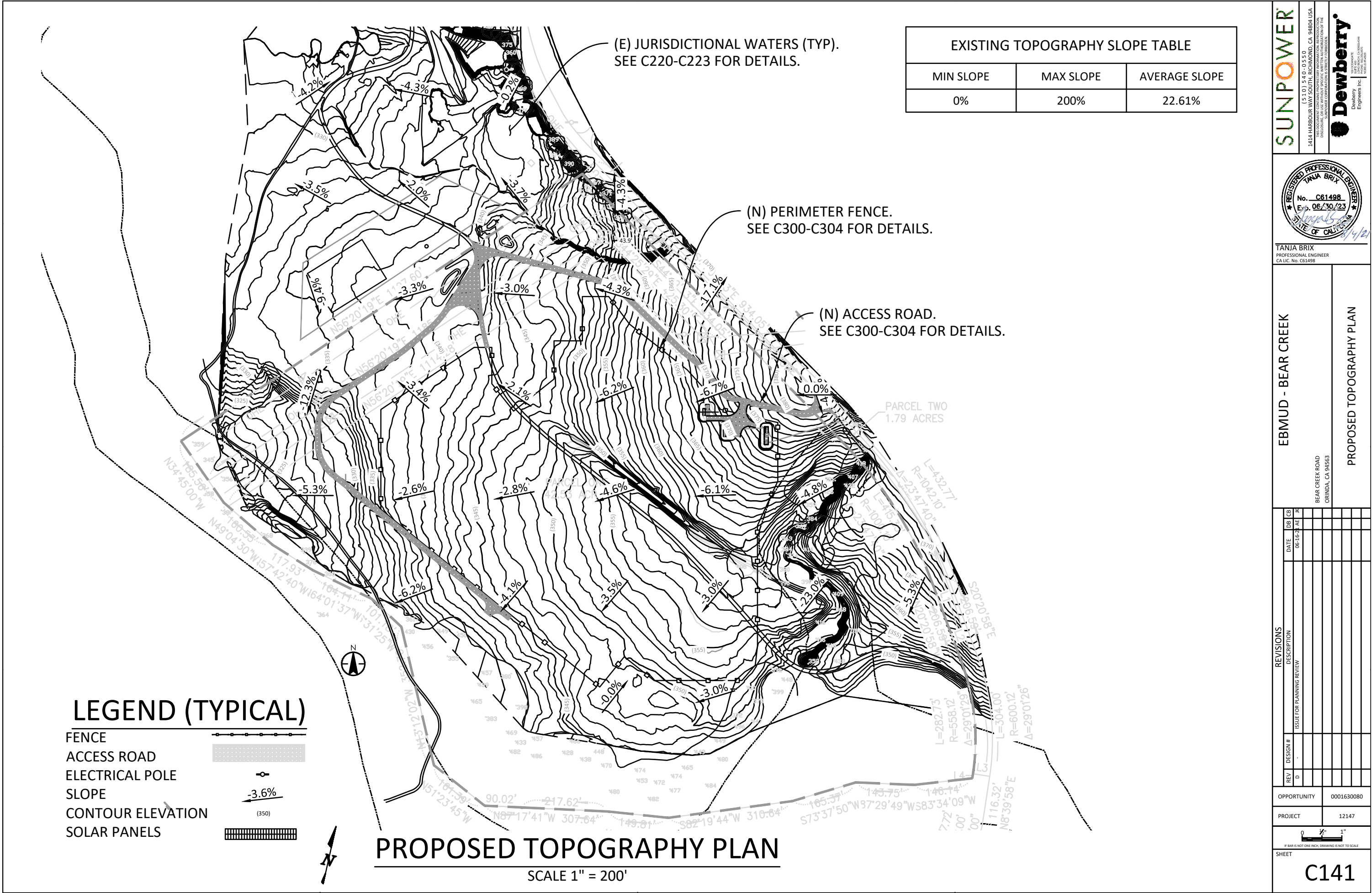
IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

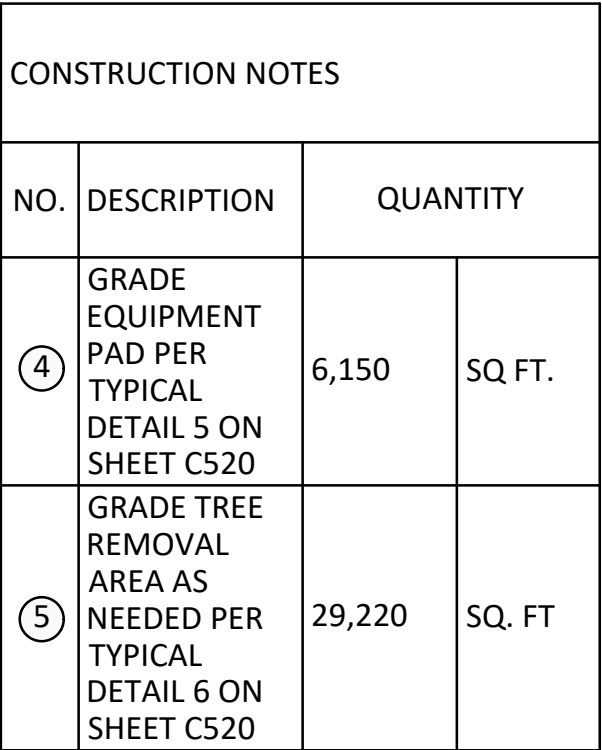
SHEET

C130



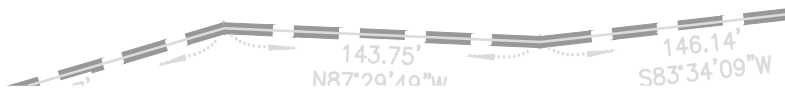






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<div><div><div><div><div><div>TANJA BRIX</div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>STATE OF CALIFORNIA</div></div></div><div><div>No. C61498</div><div>Exp. 06/30/23</div></div><div><div><div><div></div><div></div><div></div></div></div></div></div><div><i>[Signature]</i> 7/1/21</div></div></div>					
TANJA BRIX PROFESSIONAL ENGINEER CALIC. NO. C61498					
EBMUD - BEAR CREEK  					






C223	C220	C221	
C222			

EBMUD - BEAR CREEK

BEAR CREEK ROAD  
ORINDA, CA 94563

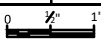
GRADING PLAN



**TANIA BRIX**  
PROFESSIONAL ENGINEER  
CA LIC. No. C61498

REVISIONS			
REV	DESIGN #	DESCRIPTION	DATE
A	-	ISSUE FOR FIRE DEPT REVIEW	01-22-21 AE -
B	-	ISSUE FOR PLANNING REVIEW	02-24-21 AE -
C	-	ISSUE FOR PLANNING REVIEW	04-13-21 AE -
D	-	ISSUE FOR PLANNING REVIEW	06-25-21 AE -
E	-	REVISED PER COMMENTS	07-23-21 WIL -

OPPORTUNITY	0001630080
PROJECT	12147



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SHEET

C221



# PLAN VIEW

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SCALE 1" = 80'

C223	C220	
C222	C221	

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 PROFESSIONAL ENGINEER  
 CALIC. No. C61498

EBMUD - BEAR CREEK

GRADING PLAN

REVISIONS			DATE	DB	CS
REV	DESIGN #	DESCRIPTION			
A	-	ISSUE FOR FIRE DEPT REVIEW	01-22-21	AE	-
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D	-	ISSUE FOR PLANNING REVIEW	06-25-21	AE	-
E	-	REVISED PER COMMENTS	07-23-21	WIL	-

OPPORTUNITY	0001630080
PROJECT	12147

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C222



C223	C220
C222	C221

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EBMUD - BEAR CREEK

## GRADING PLAN

REVISIONS				
REV	DESIGN #	DESCRIPTION	DATE	DB CB
A	-	ISSUE FOR FIRE DEPT REVIEW	01-22-21	AE
B	-	ISSUE FOR PLANNING REVIEW	02-24-21	AE
C	-	ISSUE FOR PLANNING REVIEW	04-13-21	AE
D	-	ISSUE FOR PLANNING REVIEW	06-16-21	AE
E	-	REVISED PER COMMENTS	07-23-21	WH

OPPORTUNITY	00016300
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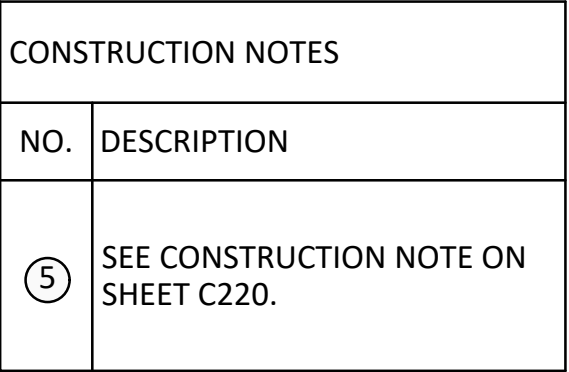
PROJECT	12147
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SHEET

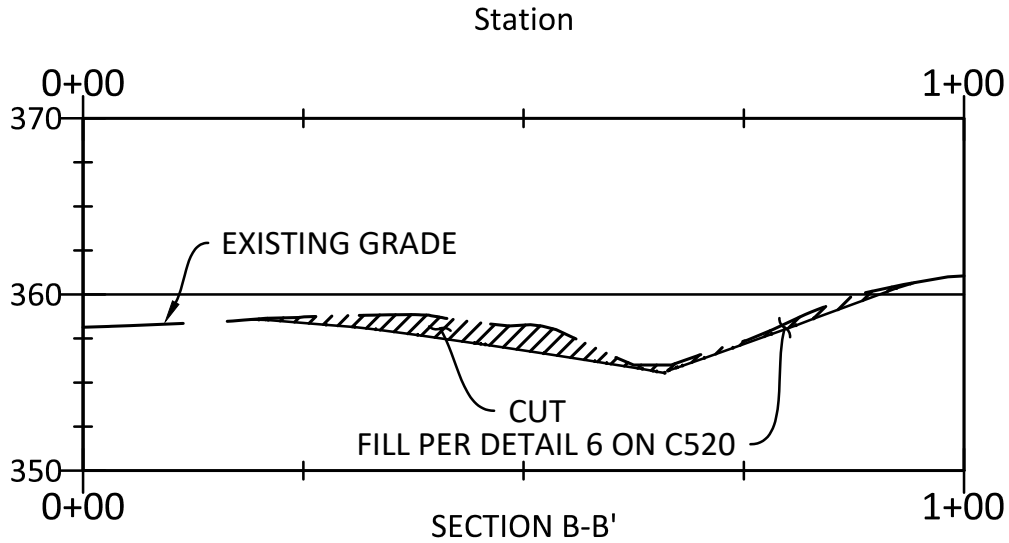
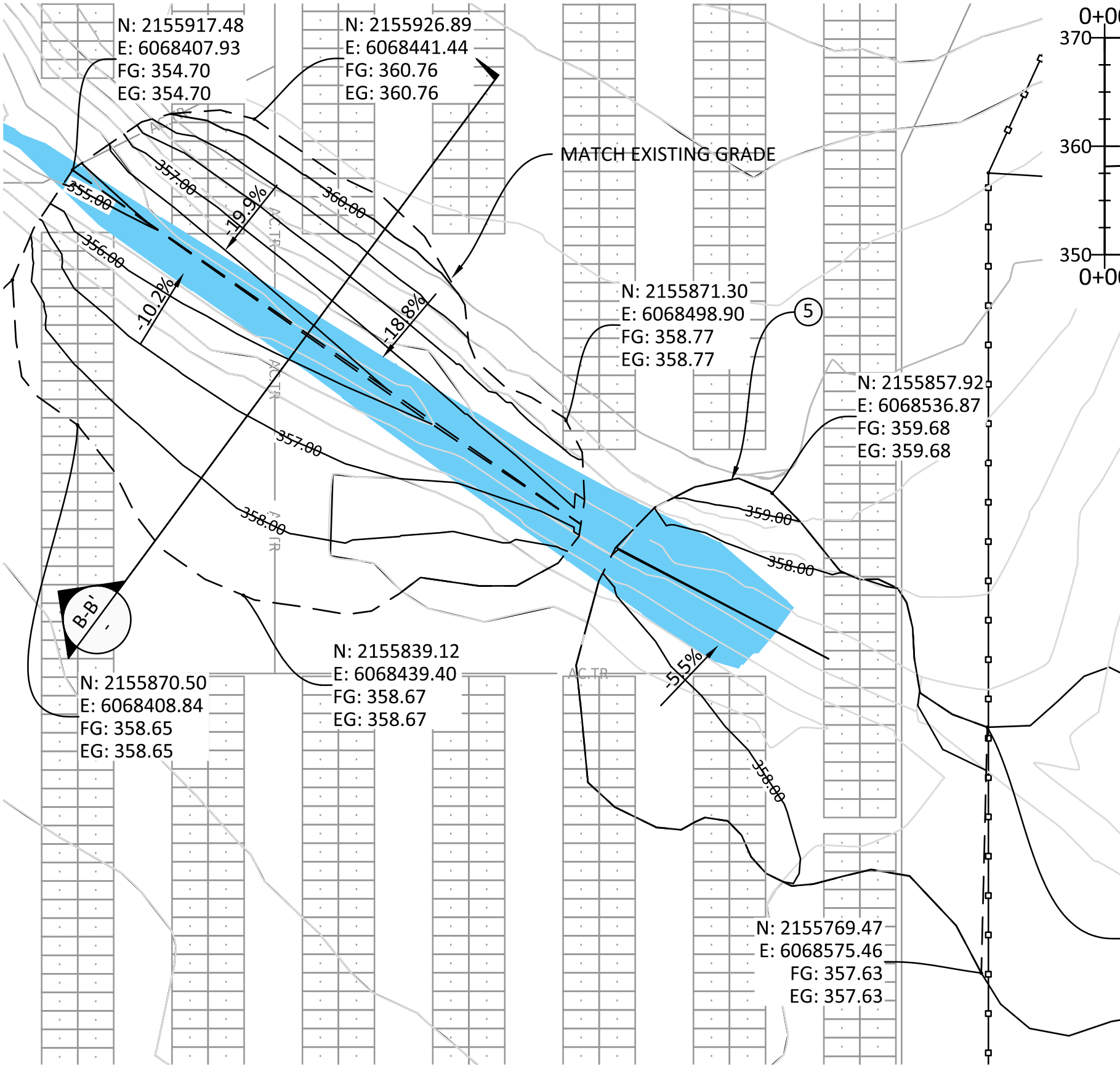
C223

TOPSOIL, FERTILIZER AND NATIVE GRASSES WILL BE USED TO RETURN THE SWALE AREA TO NATURAL STATE.



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<div><div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>TANIA BRIX</div><div>No. C61498</div><div>Exp. 06/30/23</div><div>STATE OF CALIFORNIA</div></div><div>8/4/21</div></div>																				TANIA BRIX PROFESSIONAL ENGINEER CA LIC. NO. C61498									
EBMUD - BEAR CREEK										GRADING PLAN - ENLARGED VIEW																			
BEAR CREEK ROAD										ORINDA, CA 94563																			
REVISIONS																													
REV	DESIGN #	DESCRIPTION			DATE	DB	CB																						
A	-	ISSUE FOR FIRE DEPT REVIEW			01-22-21	AE	-																						
B	-	ISSUE FOR PLANNING REVIEW			02-24-21	AE	-																						
C	-	ISSUE FOR PLANNING REVIEW			04-13-21	AE	-																						
E	-	REVISED PER COMMENTS			07-23-21	WJL	-																						
OPPORTUNITY					0001630080																								
PROJECT					12147																								
<div><div>03/41</div><div>1"</div></div> <div># BARS IS NOT ONE INCH. DRAWING IS NOT TO SCALE</div>																													
SHEET																													
C230																													





**B** TREE REGRADING ENLARGED VIEW  
SCALE: 1" = 20'

CONSTRUCTION NOTES

NO.	DESCRIPTION
⑤	SEE CONSTRUCTION NOTE ON SHEET C220.

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8/4/21

**REGISTERED PROFESSIONAL ENGINEER**  
TANIA BRIX  
No. C61498  
Exp. 06/30/23  
8/4/21  
STATE OF CALIFORNIA

TANIA BRIX  
PROFESSIONAL ENGINEER  
CA LIC. No. C61498

EBMUD - BEAR CREEK

GRADING PLAN - ENLARGED VIEW

REV	DESIGN #	DATE	DB	CB	DESCRIPTION
A	-	01-22-21	AE	-	ISSUE FOR FIRE DEPT REVIEW
B	-	02-24-21	AE	-	ISSUE FOR PLANNING REVIEW
C	-	04-13-21	AE	-	ISSUE FOR PLANNING REVIEW
D	-	06-25-21	AE	-	ISSUE FOR PLANNING REVIEW
E	-	07-23-21	WIL	-	REVISED PER COMMENTS

OPPORTUNITY

0001630080

PROJECT

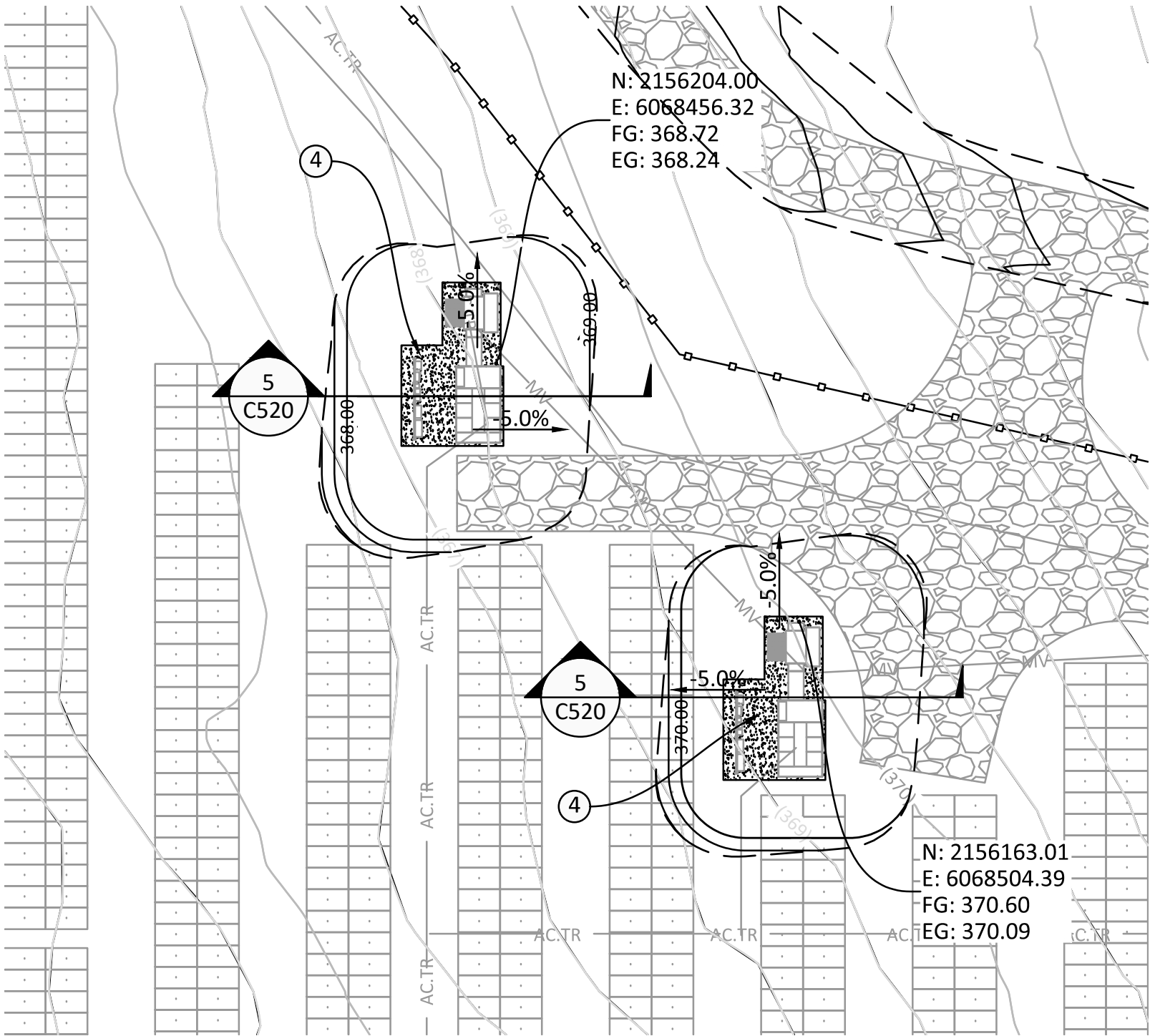
12147

0 1" = 20'

IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

SHEET

C231



**C EQUIPMENT PAD GRADING ENLARGED VIEW**  
SCALE: 1" = 20'

CONSTRUCTION NOTES

NO.	DESCRIPTION
④	SEE CONSTRUCTION NOTE ON SHEET C220.

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EBMUD - BEAR CREEK

BEAR CREEK ROAD  
ORINDA, CA 94563

GRADING PLAN - ENLARGED VIEW

REV	DESIGN #	DESCRIPTION	DATE	DB	CB
A	-	ISSUE FOR FIRE DEPT REVIEW	01-22-21	AE	-
B	-	ISSUE FOR PLANNING REVIEW	02-24-21	AE	-
C	-	ISSUE FOR PLANNING REVIEW	04-13-21	AE	-
E	-	REVISED PER COMMENTS	07-23-21	WIL	-

OPPORTUNITY

0001630080

PROJECT

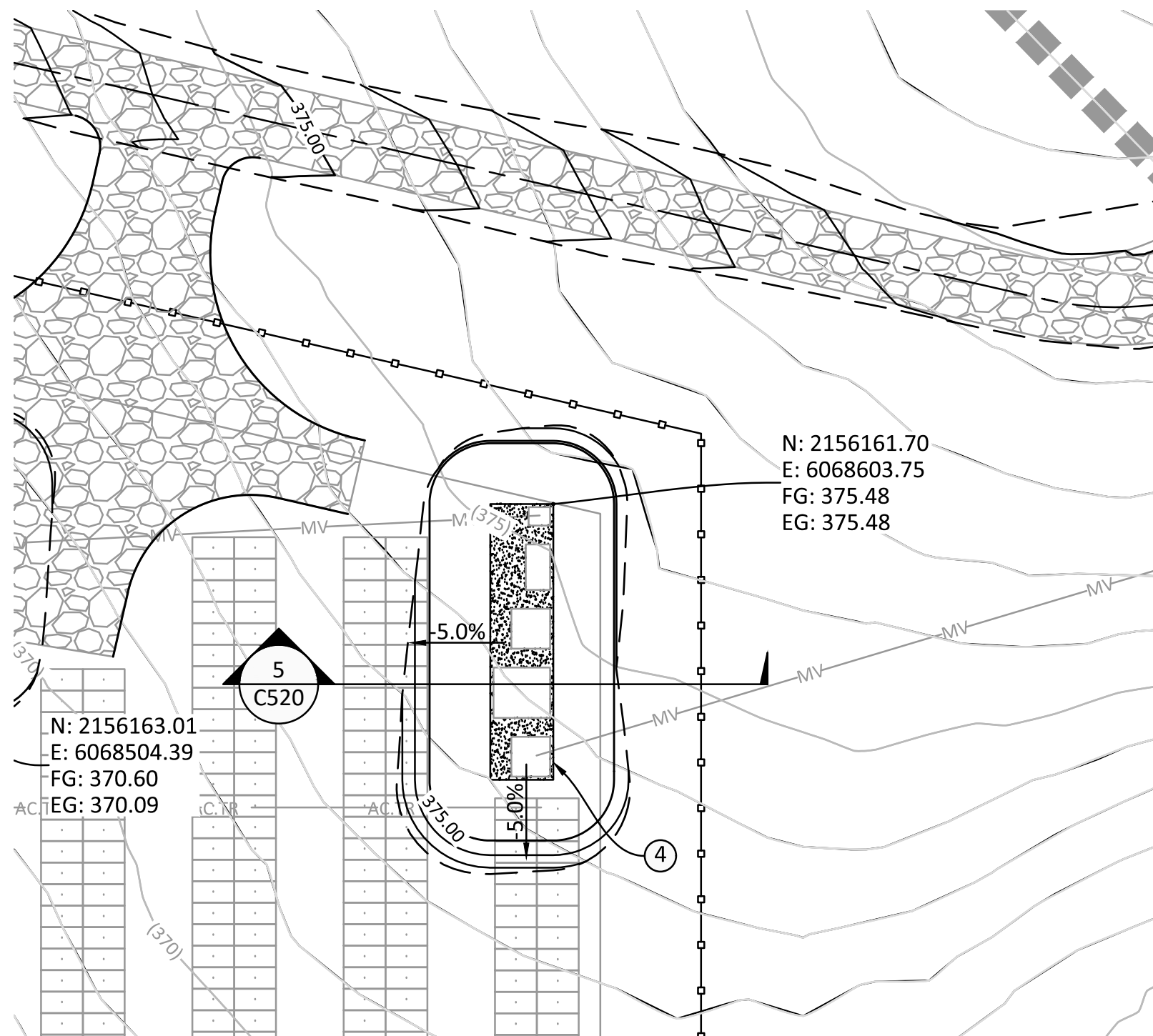
12147

0 1" 1"

IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

SHEET

C232

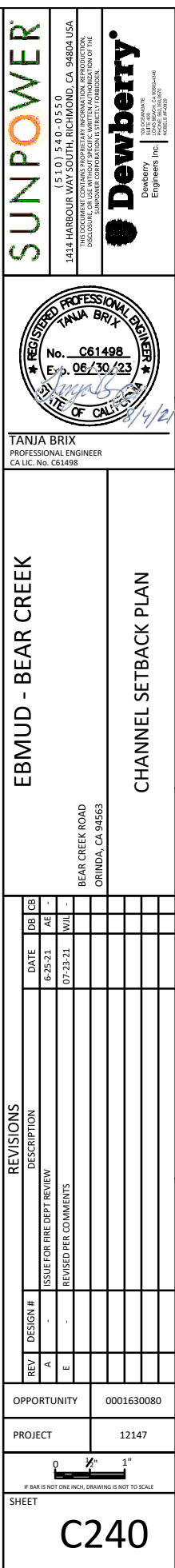


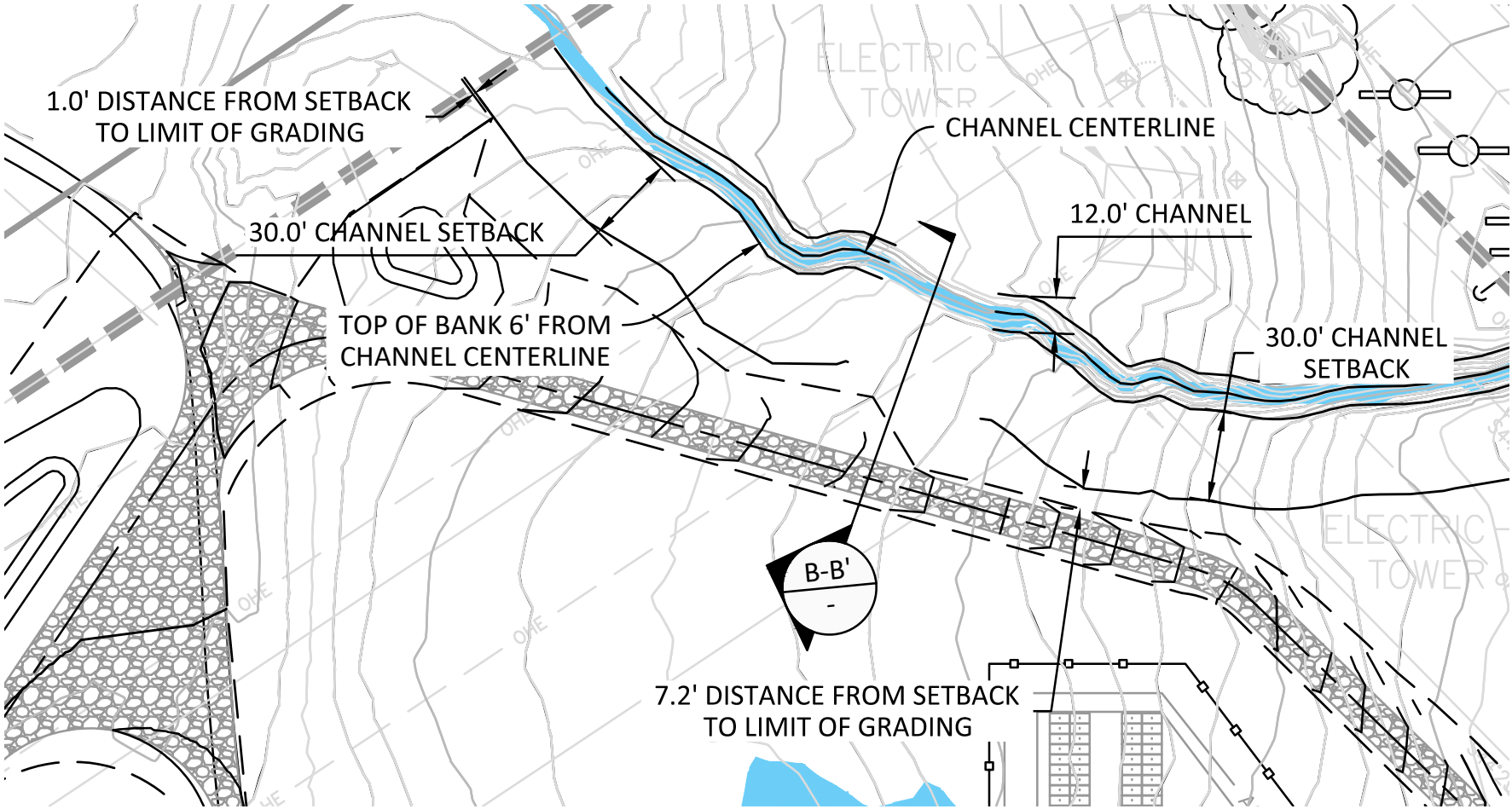
**D** EQUIPMENT PAD GRADING ENLARGED VIEW  
SCALE: 1" = 20'

CONSTRUCTION NOTES	
NO.	DESCRIPTION
④	SEE CONSTRUCTION NOTE ON SHEET C220.

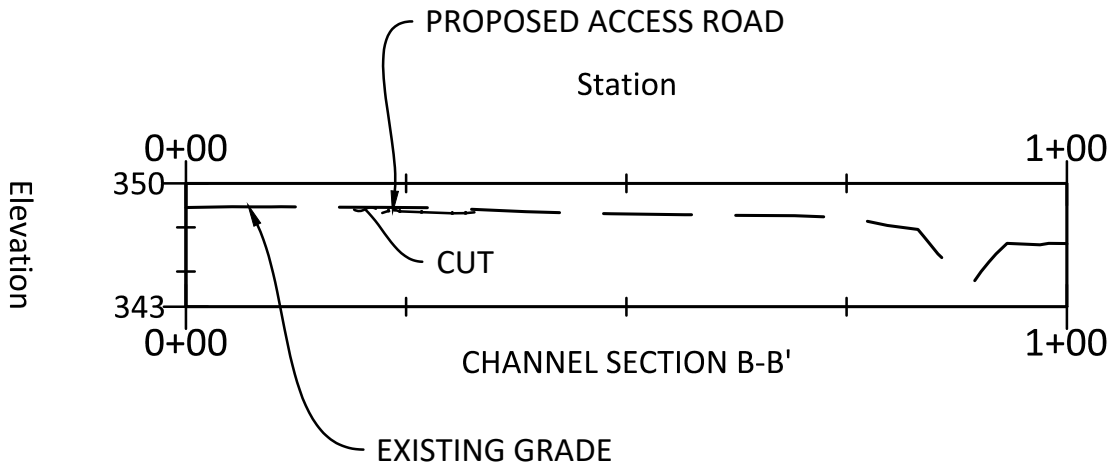
[illegible]







**F** CHANNEL SETBACK ENLARGED VIEW 1  
SCALE: 1" = 50'



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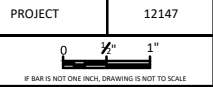


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EBMUD - BEAR CREEK	BEAR CREEK ROAD ORINDA, CA 94563
CHANNEL SETBACK - ENLARGED VIEW	

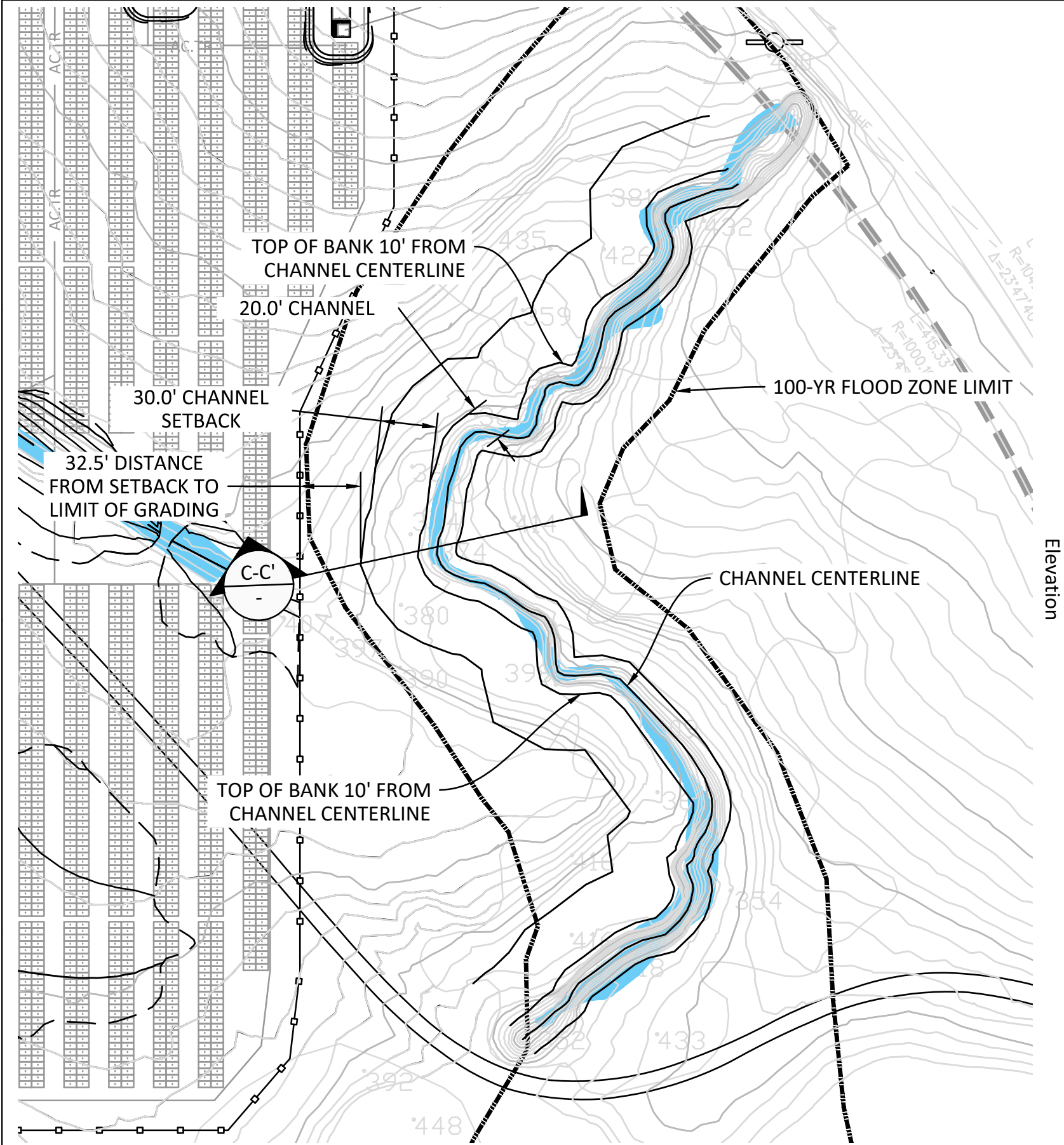
REV	DESIGN #	DATE	DESCRIPTION
A	-	01-22-23	ISSUE FOR FIRE DEPT REVIEW
B	-	02-24-23	ISSUE FOR PLANNING REVIEW
C	-	04-13-24	ISSUE FOR PLANNING REVIEW
E	-	07-23-21	REVISED PER COMMENTS

OPPORTUNITY	0001630080
PROJECT	12147

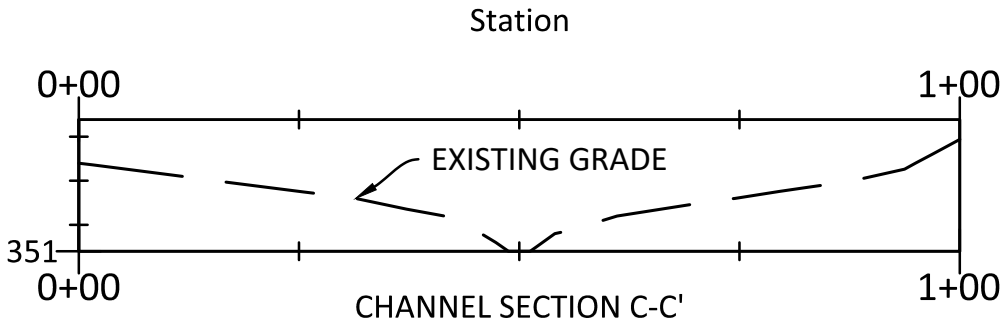


SHEET  
**C241**





Elevation



**G** CHANNEL SETBACK ENLARGED VIEW 2  
SCALE: 1" = 50'

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NO. 00000000

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No. C61498

Exp. 06/30/23

REGISTERED PROFESSIONAL ENGINEER

CA LIC. No. C61498

EBMUD - BEAR CREEK

BEAR CREEK ROAD  
ORINDA, CA 94563

CHANNEL SETBACK - ENLARGED VIEW

REV	DESIGN #	DATE	DESCRIPTION
A	-	01-22-23	AE
B	-	02-24-23	AE
C	-	04-13-23	AE
E	-	07-23-21	WIL

OPPORTUNITY

0001630080

PROJECT

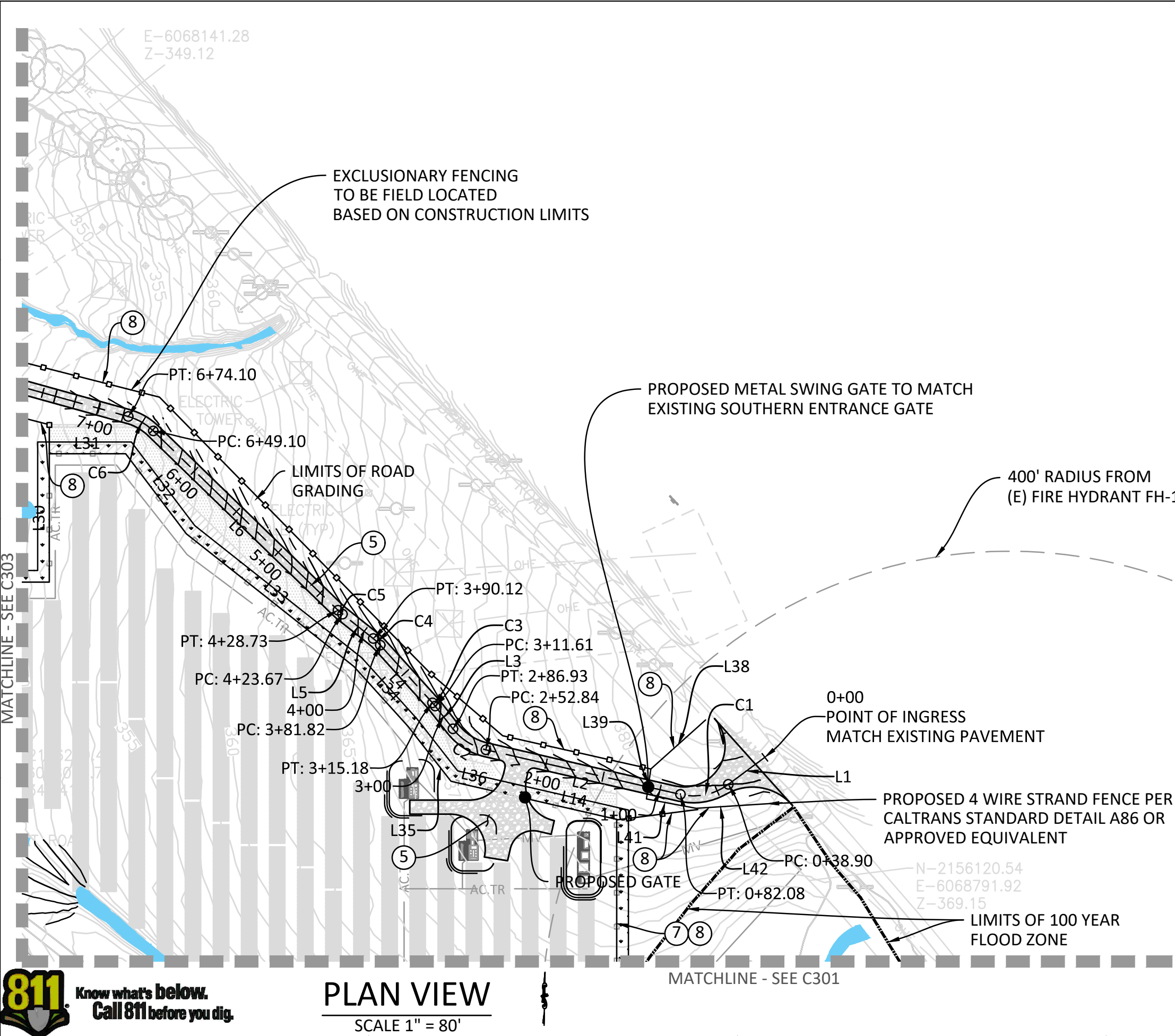
12147

0 1"

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SHEET

C242



C303	C300
C302	C301

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EBMUD - BEAR CREEK

ACCESS ROAD AND FENCE PLAN

REV	DESIGN #	DATE	BY	CB
A	-	01-22-21	AE	-
B	-	02-24-21	AE	-
C	-	04-19-21	AE	-
E	-	07-23-21	WIL	-

OPPORTUNITY: 0001630080  
PROJECT: 12147

IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

SHEET

C300

CONSTRUCTION NOTES

- 5 CONSTRUCT AGGREGATE BASE ACCESS ROAD PER TYPICAL DETAIL 2 ON SHEET C510
- 7 INSTALL NEW CHAIN LINK FENCE PER DETAIL 5 ON SHEET C500
- 8 INSTALL TEMPORARY EXCLUSIONARY FENCE PER MITIGATION MEASURE BIO-3. OFFSET 5' WHERE LOCATED PARALLEL TO PERMANENT FENCE



**Attachment 2**

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)  
CALIFORNIA ENDANGERED SPECIES ACT  
INCIDENTAL TAKE PERMIT NO. 2081-2019-056-03**

**PERMITTEE:** East Bay Municipal Utility District

**PROJECT:** Duffel Photovoltaic Renewable Energy Project

**PURPOSE OF THE MMRP**

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the California Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

**OBLIGATIONS OF PERMITTEE**

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

**VERIFICATION OF COMPLIANCE, EFFECTIVENESS**

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

**TABLE OF MITIGATION MEASURES**

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.



	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<b>BEFORE DISTURBING SOIL OR VEGETATION</b>					
1	Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	<p>Designated Biologist/Biological Monitor. Prior to initiating Covered Activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of proposed personnel to fulfill the duties of a Designated Biologist (Designated Biologist) and Biological Monitor(s) using the Biologist Resume Form (Attachment 3), or another format containing the same information.</p> <p>The Designated Biologist and Biological Monitor shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist and Biological Monitor in writing prior to initiating Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.</p> <p>A Designated Biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with experience monitoring, surveying for, collecting, and handling the Covered Species.</p> <p>A Biological Monitor is an individual who shall have a minimum of four years of academic and professional experience in biological sciences and related resource management activities relevant to this project, has experience with construction level biological monitoring, has training and ability to recognize the Covered Species in the Project Area, and who is familiar with the habits, habitats, and behavior of the Covered Species.</p>	ITP Condition # 5.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Biological Monitoring. During all other Covered Activities where the Designated Biologist is not present, a Biological Monitor shall be present on-site. The Designated Biologist may appoint Biological Monitor(s) to monitor Covered Activities when a Designated Biologist is not needed on-site.	ITP Condition # 5.3	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
4	Education Program. Prior to initiating Covered Activities, Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area. The program shall consist of an in-person presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers. Permittee shall ensure that the same in-person instruction be provided to any new workers before they are authorized to perform any work in the Project	ITP Condition # 5.5	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

	Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.				
5	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, raccoons, coyotes, and feral pets.	ITP Condition # 5.12	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.	ITP Condition # 5.14	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
7	Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat. Covered Species' habitat, known populations of the Covered Species, and jurisdictional waters shall be clearly indicated on the project plans.	ITP Condition # 5.15	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
8	Project Access. Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of, or en-route to, the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 5.16	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
10	Final Design Plans. Permittee shall submit final basis of design plans and construction drawings for the Duffel Photovoltaic Renewable Energy Project to CDFW for acceptance prior to initiating construction. The plans shall include, at minimum, all pertinent design elements of the solar array (such as inverter type and quantity), storm water detention basins, and access road alignments.	ITP Condition # 6.3	Before commencing ground- or vegetation-disturbing activities	Permittee	
11	Pre-construction Surveys. The Designated Biologist shall conduct pre-construction surveys immediately before installation of the temporary exclusion fencing (Condition of Approval 7.5). The area encompassed by the temporary barrier shall be surveyed again prior to the removal of vegetation or conducting ground-disturbing activities if no vegetation removal is proposed. Permittee shall provide the survey methodology to CDFW for review and written approval prior to the start of Covered Activities. If a Covered Species is found, it shall be allowed to leave the Project Area on its own, or if it can be safely captured, it shall be relocated by the Designated Biologist to suitable location outside of the Project Area.	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

12	<p>Snakes Discovered in Project Area. If a snake of any species is found by any person in the Project Area before or during implementation of Covered Activities, all activities that could potentially injure the snake shall stop immediately and the snake shall be allowed to leave the Project Area on its own. If the snake does not leave the Project Area or cannot move to an area with sufficient habitat outside of the Project Area, the Designated Biologist shall identify the species and move the snake to safety in Covered Species' habitat outside the Project Area. Covered activities may resume only after the snake has been confirmed to be out of the Project Area.</p>	ITP Condition # 7.3	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
13	<p>Temporary Exclusion Fencing. A plan for temporary wildlife exclusion fencing shall be submitted for CDFW review and approval prior to initiation of Covered Activities. Temporary wildlife exclusion fencing shall be installed and shall surround all areas in which work will take place. The exclusion fencing shall consist of non-mesh fencing at least 24 inches tall, designed with a lip to prevent the Covered Species from climbing over the barrier, and buried to a depth of six inches below the soil surface. The soil shall be compacted against both sides of the fence to prevent the Covered Species from gaining access to the Project Area. Stakes shall be placed inside the exclusion area of the fence. No gaps or holes are permitted in the fencing system except for access areas as required for vehicular and pedestrian traffic. The exit/entry points shall be constructed so that they are flush to the ground and shall be designed to allow trapped individuals to leave the Project Area by installing one-way funnels, ramps, or other methods approved by CDFW. Cover boards shall be placed inside the exclusionary fenced area every 150 feet to provide refugia for Covered Species within the construction area. An alternative exclusion fencing design may be used after receiving written authorization from CDFW. The exclusion fencing and cover boards shall be inspected daily by the Designated Biologist or Biological Monitor. However, only the Designated Biologist may relocate wildlife.</p> <p>Where wildlife exclusion fencing is not installed and ground-disturbing activity is occurring in Covered Species habitat, the Designated Biologist shall monitor all Covered Activities involving vehicles and equipment mobilization or operation, including initial clearing/pruning, staging, and ongoing construction.</p> <p>The Designated Biologist shall be onsite during installation of the fencing to relocate any Covered Species to an area outside the construction area. After installation, fencing shall be inspected by the Designated Biologist or Biological Monitor on a weekly basis to ensure fence integrity. Any needed repairs to the fence shall be performed immediately, if damaged, to ensure that it is functional and without defects. Permittee shall provide refuge opportunities along or near the outer side of the exclusion fence for the Covered Species. After construction is complete, the exclusion fencing shall be removed immediately.</p>	ITP Condition # 7.5	Before commencing ground- or vegetation-disturbing activities	Permittee	
14	<p>Access Roads. The Designated Biologist shall inspect the entire motorized vehicle access routes to where Covered Activities will be occurring daily. Inspections shall occur in the morning prior to Project-related vehicle access and in the afternoon prior to Project-related vehicles exiting the Project Area. If a Designated Biologist finds a dead Covered Species on the access route, Permittee shall consult with CDFW to determine appropriate contingency measures and shall implement the measures determined appropriate by CDFW.</p> <p>All new access routes shall be clearly marked (flagged and/or staked) prior to use. New access driveways shall not extend beyond the designated construction work area boundary. Construction vehicles shall pass and turn around only within the delineated construction work area boundary or local road network. Any new access roads not represented in the plans or</p>	ITP Condition # 7.11	Before commencing ground- or vegetation-disturbing activities/ Entire project	Permittee	

	contemplated in the Project Description of this ITP shall be subject to review and approval of the Designated Biologist and approved by CDFW.				
15	<p>Habitat Management Land Acquisition and Restoration: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.</p> <p>To meet this requirement, the Permittee shall purchase 25.42 acres of Alameda whipsnake credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 8.2). Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.</p>	ITP Condition # 8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
16	<p>Cost Estimates. CDFW has estimated the cost of Covered Species credits and restoration of temporarily disturbed habitat as follows:</p> <p>The cost of Alameda whipsnake credits identified in Condition of Approval 8.2 is estimated at \$38,000/acre for 25.42 acres: \$965,960. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements.</p> <p>The cost of restoring the areas of temporary impacts inside the Project area is estimated at \$5,000/acre for 11.89 acres: \$59,450.</p>	ITP Condition # 8.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
17	Covered Species Credits. Permittee shall purchase 25.42 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 9 below.	ITP Condition # 8.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	Performance Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:	ITP Condition # 9	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
19	Security Amount. The Security shall be in the amount of \$1,025,410. This amount is based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.	ITP Condition # 9.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
20	Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4), or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.	ITP Condition # 9.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months	Permittee	

			of issuance of the ITP if Security is provided)		
21	Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.	ITP Condition # 9.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
22	Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.	ITP Condition # 9.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
23	Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 5) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other instrument as deemed appropriate by CDFW.	ITP Condition # 9.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.	ITP Condition # 9.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
25	<p>Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> <li>• Written documentation of the acquisition of the HM lands;</li> <li>• Copies of all executed and recorded conservation easements;</li> <li>• Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and</li> <li>• Timely submission of all required reports.</li> </ul> <p>The Permittee must complete the required purchase of all Covered Species credits no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition # 9.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
<b>DURING CONSTRUCTION</b>					

26	Designated Biologist and Biological Monitor Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s) and Biological Monitor(s) shall immediately stop any activity not in compliance with this ITP and/or order any reasonable measure necessary to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to, providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such prohibited agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition # 5.4	Entire Project	Permittee	
27	Construction Monitoring Log. The Designated Biologist shall maintain a construction monitoring log on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction monitoring log is available for review at the Project site upon request by CDFW.	ITP Condition # 5.6	Entire Project	Permittee	
28	Vehicle and Equipment Inspection. Vehicles and equipment shall be inspected by the Biological Monitor and/or Designated Biologist before being moved if they have been idle and/or unoccupied for 30 minutes or longer. If the Covered Species is present, the worker shall wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist shall be contacted to determine if the individual may be safely moved within the conditions of this ITP.	ITP Condition # 5.7	Entire Project	Permittee	
29	Allow Covered Species to Leave Unharmd. If at any time a Covered Species is found on the site during Project construction, all work shall cease in the immediate vicinity until the Covered Species leaves on its own outside of the construction area or, if it can be captured, it shall be relocated by the Designated Biologist to a suitable location outside of the Project Area.	ITP Condition # 5.8	Entire Project	Permittee	
30	Spoils Piles. Spoils piles shall be restricted to areas designated for staging and/or parking within the Project Area. Spoils piles shall be covered with weighted tarps when rain or wind events are forecast, and shall be placed away from small mammal burrows or habitat features such as rocky outcrops or woody debris used by the Covered Species as refugia habitat. When uncovering spoils piles for use, if a Covered Species is encountered it shall be allowed to leave of its own accord or relocated by the Designated Biologist to suitable habitat outside of the Project Area.	ITP Condition # 5.9	Entire Project	Permittee	
31	Prohibition of Rodenticide and Poison. At no time during the life of the Project shall broadcast baiting of rodenticides or other poisons be used to control rodents be utilized by the Permittee within the Project Area.	ITP Condition # 5.10	Entire Project	Permittee	
32	Prevention of Spread of Invasive Species. Permittee shall conduct Covered Activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention best management practices and guidelines for invasive plants can be found on the Cal-IPC's website at <a href="http://www.cal-ipc.org/ip/prevention/index.php">http://www.cal-ipc.org/ip/prevention/index.php</a> .	ITP Condition # 5.11	Entire Project	Permittee	

33	Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting or monofilament netting that has cross joints in the netting that bound/stitched) or similar material, in potential Covered Species' habitat. Erosion control products shall be made of loose-weave natural fiber mesh, such as jute, coconut (coir) fiber, or other products without welded weaves.	ITP Condition # 5.13	Entire Project	Permittee	
34	Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to designated staging and parking areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.16 (Project Access) of this ITP.	ITP Condition # 5.17	Entire Project	Permittee	
35	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 5.18	Entire Project	Permittee	
36	Equipment Leaks. Permittee shall ensure that stationary equipment such as motors, pumps, and generators are positioned over drip pans or other suitable secondary containment to catch leaks of fluids or fuel. Stationary heavy equipment shall have appropriate containment equipment either installed or readily available on site that is capable of handling a catastrophic spill or leak. Hydraulic attachments shall be placed on plywood or another non-porous surface and covered with plastic or comparable material prior to the onset of rain to prevent "run-on" and runoff.	ITP Condition # 5.19	Entire Project	Permittee	
37	Refueling and Maintenance. Any equipment or vehicles driven and/or operated in or adjacent to the Project during construction shall be checked daily and maintained in good working order to prevent the release of contaminants that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind, it shall be taken to an off-site location immediately. Vehicles shall be moved away from the sensitive areas and positioned over drip pans or other suitable secondary containment prior to refueling. No maintenance of construction-related equipment shall occur within the Project Area.	ITP Condition # 5.20	Entire Project	Permittee	
38	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 5.21	Entire Project	Permittee	
39	Speed Limit. Project-related vehicles shall observe a 15 mile per hour speed limit on unpaved roads within the limits of construction.	ITP Condition # 5.22	Entire Project	Permittee	
40	Temporary Impact Criteria. To be considered a temporary impact site, an area of disturbance must meet the following criteria: (1) establishment and documentation of baseline conditions, including percentage of cover by plant species, vegetation heights and species composition, must be completed prior to any impacts occurring, and (2) temporarily impacted areas must be restored to baseline conditions within 12 months of impacts being initiated. Refer to Conditions of Approval 8.3 (Restoration After Temporary Impacts) for temporary impacts restoration and monitoring requirements. Any area that does not meet these criteria shall be considered permanently impacted and the Permittee shall be responsible for providing additional mitigation in consultation with CDFW.	ITP Condition # 5.24	Entire Project	Permittee	

41	Oak Mitigation Plan. Permittee shall submit a final Oak Mitigation Plan for CDFW review and acceptance within 180 days of commencement of construction-related Project activities. Extension of the timeline for submission may be granted in writing by CDFW upon request by Permittee.	ITP Condition # 6.2	Entire Project	Permittee	
42	Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.	ITP Condition # 6.4	Entire Project	Permittee	
43	Compliance Monitoring. The Designated Biologist shall be on-site daily and when Covered Activities occur. The Designated Biologist shall be on-site to direct and oversee any and all clearing, grubbing, grading and excavation activities. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.	ITP Condition # 6.5	Entire Project	Permittee	
44	Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.5 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted electronically to the CDFW offices listed in the Notices section of this ITP and to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Michelle Battaglia (Michelle.Battaglia@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 6.6	Entire Project	Permittee	
45	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.6; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts, including updates and progress related to the CDFW-accepted Temporary Exclusion Fencing, Permanent Fencing and Oak Mitigation Plans (see Conditions of Approval 7.5, 7.6 and 6.2 respectively); (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 6.7	Entire Project	Permittee	



46	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 6.8	Entire Project	Permittee	
47	Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, photographs if available, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 6.9	Entire Project	Permittee	
48	Work Window. The work window for Covered Activities in project years 2023-2027 shall be limited to May 1 to October 31. In project year 2022, all clearing, grubbing and exclusion fence installation must be completed no later than October 15. Revegetation work using non-motorized equipment may be done at any time, provided that erosion control measures have been implemented.	ITP Condition # 7.1	Entire Project	Permittee	
49	Covered Species Relocation. If at any time a Covered Species is found within the Project Area, all work shall cease until the Covered Species leaves the area on its own or if it can be safely captured it shall be relocated by the Designated Biologist to a suitable location outside of the Project Area.	ITP Condition # 7.4	Entire Project	Permittee	
50	Permanent Fencing. Permittee shall submit a Permanent Fencing Plan for CDFW review and acceptance within 180 days of commencement of construction-related Covered Activities unless otherwise extended by CDFW. Extension of the timeline for submission may be granted in writing by CDFW upon request by Permittee. Permittee shall ensure that any permanent perimeter fencing installed shall have a minimum clearance of four inches above grade to ensure unimpeded egress/ingress for the Covered Species.  The Designated Biologist shall be on-site during installation of permanent fencing to relocate any Covered Species to an area outside the construction area. After installation, fencing shall be inspected by the Designated Biologist or Biological Monitor to ensure fence integrity and ensure fence clearance requirements are met and confirm compliance in the Annual Status Reports (see Condition of Approval 6.7). Any needed repairs to the fence shall be performed immediately, if damaged, to ensure that it is functional and without defects.	ITP Condition # 7.6	Entire Project	Permittee	
51	Fence and Signpost Restriction. Any fencing, signposts, or vertical poles installed temporarily or permanently throughout the course of the Project shall have the top capped and/or the top three post holes covered or filled with screws or bolts to prevent entrapment of wildlife. Barbed wire shall not be utilized as a component in any fencing or signage in such a way that it might result in harm to the Covered Species.	ITP Condition # 7.7	Entire Project	Permittee	
52	Vegetation Removal Methods. Where possible, hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim or remove vegetation and trees. All vegetation removal shall be monitored by the Designated Biologist or Biological Monitor to minimize impacts to the Covered Species.	ITP Condition # 7.8	Entire Project	Permittee	

53	<p>Trench Escape and Inspection. The Designated Biologist or Biological Monitor shall inspect all open holes and trenches within the Project Area at the beginning of each day for trapped wildlife. To prevent entrapment, any open trenches, pits, or holes with a depth greater than one foot shall be covered at the conclusion of work each day with a hard, non-heat conductive material such as plywood or similar. No netting, canvas, or material capable of trapping or ensnaring wildlife shall be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood or installed as an earthen slope in each open trench, hole, or pit that is capable of allowing the Covered Species to escape of their own accord.</p> <p>Prior to the initiation of project related activities each day, and prior to the covering of any trenches at the conclusion of work each day, the Designated Biologist or Biological Monitor shall inspect the open trench, pit, or hole for the Covered Species. Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist immediately if any worker discovers that Covered Species have become trapped. If at any time a trapped Covered Species is discovered, the Designated Biologist shall capture and relocate the individual to suitable habitat outside the Project Area.</p>	ITP Condition # 7.9	Entire Project	Permittee	
54	<p>Inspection of Pipes and Culverts. All construction pipes, culverts, or similar structures that are stored at the Project site for one or more overnight periods shall be securely capped prior to storage or inspected by the Designated Biologist before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a Covered Species is discovered inside a pipe, the Covered Species shall be allowed to leave of its own accord, or if it can be safely captured, it shall be relocated by the Designated Biologist to suitable habitat outside of the Project Area.</p>	ITP Condition # 7.10	Entire Project	Permittee	
55	<p>Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 6.9 (Notification of Take or Injury). Notification shall include the name of the facility where the animal was taken.</p>	ITP Condition # 7.12	Entire Project	Permittee	
<b>POST-CONSTRUCTION</b>					
56	<p>Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.</p>	ITP Condition # 5.23	Post-construction	Permittee	
57	<p>Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how</p>	ITP Condition # 6.10	Within 45 days of completion of construction	Permittee	

	mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.				
58	<p>Restoration After Temporary Impacts. All grassland areas and soils exposed or disturbed as a result of Covered Activities shall be revegetated with native plants or seeded with an erosion control seed mix containing native forbs, shrubs, wildflowers, and grasses. Revegetation shall be completed as soon as possible after earthmoving activities cease each construction season; however, plantings shall be most successful if done during the rainy season. Seeding placed after October 15 shall be applied by hydroseed or shall be covered with broadcast straw, jute netting, coconut fiber blanket, light mulch, or a similar erosion control method. Soils imported to the site for fill shall have similar chemical properties, drainage characteristics and composition to native soils. All imported soils must be free of weed seeds and pathogens.</p> <p>Vegetation cover shall consist of less than 5% cover of invasive plant species rated as "high" by the Cal-IPC at the end of four years.</p> <p>Absolute ground cover of naturalized and non-native annual grassland plant species shall be a minimum of 80% at the end of four years.</p> <p>If the survival and/or cover requirements are not meeting these goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice to achieve these requirements over subsequent years until the success criteria is reached. Replacement plants shall be monitored with the same survival and growth requirements as during the initial monitoring period.</p>	ITP Condition # 8.3	Post-construction, for a minimum of 4 years	Permittee	
59	Implementation of Tree Restoration (Oak Mitigation Plan). All oaks and native trees impacted or removed as a result of Covered Activities shall be replaced and restored in accordance with the CDFW-accepted Oak Mitigation Plan (Condition of Approval 6.2). Plantings and associated restoration shall be completed as soon as possible after completion of Covered Activities, with the understanding that plantings will be most successful if completed during the rainy season. Trees planted under the Oak Mitigation Plan shall be monitored for a period of four years and shall meet, at minimum, an 85% success and establishment criteria at the end of the monitoring period. Permittee shall be responsible for any replacement planting, additional watering, weeding, invasive exotic eradication, or any other practices necessary over subsequent years until the success criteria identified in the Plan has been satisfied. Replacement trees shall be monitored with the same survival and growth requirements as during the initial monitoring period.	ITP Condition # 8.4	Post-construction, for a minimum of 4 years	Permittee	
60	CDFW accepts the Final Mitigation Report as complete.	ITP	Post-construction	CDFW	



Department of Fish and Wildlife

**BIOLOGIST RESUME COVER SHEET**

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**SUBMIT EACH RESUME AS A SEPARATE DOCUMENT**

Number of Resumes Included in Transmittal: \_\_\_\_\_

Name	Requested Role(s) <sup>1</sup>	Species/Resource(s)

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<sup>1</sup> Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or California Endangered Species Act Incidental Take Permit (ITP). Roles may include a "Qualified Biologist" or "Designated Biologist" with the necessary experience to survey for special status species, or a "Biological Monitor" with the necessary experience to monitor construction activities for special status species. An individual may request more than one role.



Department of Fish and Wildlife

**BIOLOGIST RESUME FORM**

*This form requests information about the qualifications of the Qualified Biologist, Designated Biologist and Biological Monitor specified in California Endangered Species Act Incidental Take Permits (ITP) and Lake or Streambed Alteration (LSA) Agreements issued by California Department of Fish and Wildlife (CDFW).*

**Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.**

**SECTION I. NAME AND CONTACT INFORMATION**

Name:		Title:	
Company Name & Address:		Phone:	
		Email:	

**SECTION II. EDUCATION**

College/University & Degree Type Related to Natural Resource Science:	
Other Relevant Workshops & Training:	

**SECTION III. ROLE(S) AND PERMIT REQUIREMENTS**

Requested Role(s):	
Relevant LSA Agreement Measures or ITP Conditions <sup>2</sup> :	

**SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY**

*This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.<sup>3</sup> If more space is needed, add rows to this table. Provide details in Section 5.*

Species or Resource	Number of Field Seasons & Hours, Life Stages Observed <i>Provide project details in Section 5</i>	Life History Knowledge <i>Describe formal workshops &amp; training with dates, or informal training details</i>	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities <i>This form does not fulfill SCP, MOU, &amp; USFWS 10a1a reporting requirements</i>
Insert Species or Resource 1	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:

<sup>2</sup> List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Qualified Biologist, Designated Biologist, or Biological Monitor).

<sup>3</sup> Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.

**SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS**

*This section details experience from the three most recent and relevant projects for each species and resource identified in Section 4. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).*

<b>A. Species or Resource:</b>			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s) <sup>4</sup> :	
Survey Type(s) <sup>5</sup> :		Construction Monitoring <sup>6</sup> :	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB <sup>7</sup> (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

<sup>4</sup> Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued, describe the role based on the duties, e.g., "lead biologist with handling authorization" or "biological monitor."

<sup>5</sup> For example, pre-construction survey or description of the protocol or guideline followed.

<sup>6</sup> Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

<sup>7</sup> CNDDDB is the abbreviation for California Natural Diversity Database.

**Project Name:**  
**LSA Agreement/ITP Number(s):**

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

<b>B. Species or Resource:</b>			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

**Project Name:**  
**LSA Agreement/ITP Number(s):**

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

<b>C. Species or Resource:</b>			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:



**Project Name:****LSA Agreement/ITP Number(s):**

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

**[Financial institution letterhead]**

IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. **[number issued by financial institution]**

---

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at **[name and address of financial institution]**.

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.

17. This Credit shall, if not canceled, expire on [**expiration date**], or any extended expiration date.

18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.

19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

**[Name of financial institution]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

ATTACHMENT A

CERTIFICATE FOR DRAWING

[**CDFW Letterhead**]

[**Date**]

[**Name and address of financial institution**]

Re: Irrevocable Standby Letter of Credit No. [**number issued by financial institution**]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced standby letter of credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$\_\_\_\_\_.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of this \_\_\_\_ day of [**month**], [**year**].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

\_\_\_\_\_  
[**Insert one of the following:** "Director" **or** "General Counsel" **or** "Regional Manager, [**Name of Regional Office**]" **or** "Chief, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION

[**CDFW Letterhead**]

[**Date**]

[**Name and address of financial institution**]

Re: Irrevocable Standby Letter of Credit No. [**number issued by financial institution**]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of this \_\_\_\_ day of [**month**], [**year**].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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[**Insert one of the following:** "Director" **or** "General Counsel" **or** "Regional Manager, [**Name of Regional Office**]" **or** "Chief, Habitat Conservation Planning Branch"]

State of California - Department of Fish and Wildlife

**MITIGATION PAYMENT TRANSMITTAL FORM**

DFW 1057 (REV.05/18/21)

**Project Applicant Instructions:** Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

<b>1. DATE:</b> _____  <b>TO:</b> _____ Regional Manager  _____ Region Office Address	<b>2. FROM:</b> _____ Name  _____ Mailing Address  _____ City, State, Zip  _____ Telephone Number/FAX Number
<b>3. RE:</b> _____ Project Name as appears on permit/agreement	

**4. AGREEMENT/ACCOUNT INFORMATION:** (check the applicable type)
☐ 2081 Permit    ☐ Conservation Bank    ☐ 2835 NCCP    ☐ 1802 Agreement    ☐ 1600 Agreement    ☐ Other \_\_\_\_\_

 \_\_\_\_\_  
 Project Tracking Number
**5. PAYMENT TYPE** (One check per form only): The following funds are being remitted in connection with the above referenced project:Check information:

Total \$ \_\_\_\_\_ Check No. \_\_\_\_\_

Account No. \_\_\_\_\_ Bank Routing No. \_\_\_\_\_

a. Endowment: for Long-Term Management Subtotal \$ \_\_\_\_\_

b. Habitat Enhancement Subtotal \$ \_\_\_\_\_

c. Security:

1. Cash Refundable Security Deposit Subtotal \$ \_\_\_\_\_

2. Letter of Credit Subtotal \$ \_\_\_\_\_

1. Financial Institution: \_\_\_\_\_

2. Letter of Credit Number: \_\_\_\_\_

3. Date of Expiration: \_\_\_\_\_

<b>ACCOUNTING OFFICE USE ONLY</b>	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	

Please send this form to [asbmitigation@wildlife.ca.gov](mailto:asbmitigation@wildlife.ca.gov)

**Certificate Of Completion**

Envelope Id: A98F6E7990414FB784A2C33328ACF38B

Status: Completed

Subject: Please DocuSign: 2081-2019-056-03 Duffel Photovoltaic ITP-Cover Ltr.docx, 2081-2019-056-03 Duff...

Use Case ID:

Source Envelope:

Document Pages: 67

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Debbie Hultman

AutoNav: Enabled

1700 9th Street

Envelopeld Stamping: Enabled

12th Floor

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Sacramento, CA 95811

Debbie.Hultman@wildlife.ca.gov

IP Address: 134.186.51.126

**Record Tracking**

Status: Original

Holder: Debbie Hultman

Location: DocuSign

8/18/2022 1:09:52 PM

Debbie.Hultman@wildlife.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: California Department of Fish and Wildlife

Location: DocuSign

**Signer Events****Signature****Timestamp**

Erin Chappell



Sent: 8/18/2022 1:18:55 PM

Erin.Chappell@wildlife.ca.gov

Viewed: 8/19/2022 3:34:20 PM

Regional Manager

Signed: 8/19/2022 3:38:10 PM

CA Dept. of Fish and Wildlife

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 208.87.235.180

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Briggs



Sent: 8/19/2022 3:38:20 PM

David.Briggs@ebmud.com

Viewed: 8/19/2022 5:01:48 PM

Dir. of OMD

Signed: 8/19/2022 5:02:45 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Drawn on Device

Using IP Address: 63.204.130.112

**Electronic Record and Signature Disclosure:**

Accepted: 8/19/2022 5:01:48 PM

ID: 06b6d170-d4cf-42a1-8209-1ee6e2da700b

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ramona Gonzalez

**COPIED**

Sent: 8/19/2022 5:02:53 PM

Ramona.Gonzalez@ebmud.com

Roselyn Jung and Ramona Gonzalez

Security Level: Email, Account Authentication  
(None)



Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
CDFW Habitat Conservation Planning Branch CESA@wildlife.ca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/19/2022 5:02:53 PM Viewed: 8/22/2022 1:14:08 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Michelle Battaglia Michelle.Battaglia@wildlife.ca.gov California Department of Fish and Wildlife Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/19/2022 5:02:54 PM Viewed: 8/19/2022 6:00:14 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Melissa Farinha Melissa.Farinha@wildlife.ca.gov Environmental Program Manager California Department of Fish and Wildlife Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/19/2022 5:02:54 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2022 1:18:55 PM
Certified Delivered	Security Checked	8/19/2022 5:01:48 PM
Signing Complete	Security Checked	8/19/2022 5:02:45 PM
Completed	Security Checked	8/19/2022 5:02:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California Department of Fish and Wildlife (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact California Department of Fish and Wildlife:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov)

### **To advise California Department of Fish and Wildlife of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from California Department of Fish and Wildlife**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with California Department of Fish and Wildlife**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Department of Fish and Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Department of Fish and Wildlife during the course of your relationship with California Department of Fish and Wildlife.