



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



September 19, 2022

Ms. Susan Hou
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
SHou@sfgwater.org

Subject: Incidental Take Permit for SFPUC Alameda Creek Recapture Project,
2081-2017-019-03, Amendment No. 1

Dear Ms. Hou:

Enclosed you will find an electronic copy of the Incidental Take Permit Amendment (Amendment) 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 **no later than 30 days from CDFW signature**, and prior to continuation of ground-disturbing activities. You may return an electronic copy of the permit with digital signature to 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 Amendment and the original 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 with the Amendment 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 the CDFW. If you wish to discuss these instructions or have questions regarding the Amendment, please contact Ms. Marcia Grefsrud, Environmental Scientist, at (707) 688-2812 or Marcia.Grefsrud@wildlife.ca.gov; or Ms. Brenda Blinn, Senior Environmental Scientist (Supervisory), at Brenda.Blinn@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Erin Chappell
B77E9A6211EF486
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



**AMENDMENT NO. 1
(A Major Amendment)**

**California Endangered Species Act
Incidental Take Permit No. 2081-2017-019-03
San Francisco Public Utilities Commission
Alameda Creek Recapture Project in Alameda County**

INTRODUCTION

On February 12, 2021, the California Department of Fish and Wildlife (CDFW) issued Incidental Take Permit No. 2081-2017-019-03 (ITP) to San Francisco Public Utilities Commission (Permittee), authorizing take of California tiger salamander (*Ambystoma californiense*) and Alameda whipsnake (*Masticophis lateralis euryxanthus*) also known as Alameda striped racer (*Coluber lateralis euryxanthus*) (collectively, the Covered Species) associated with and incidental to the Alameda Creek Recapture Project (Project) in Alameda County, California. The Project as described in the ITP as originally issued by CDFW includes construction of several improvements in and around Pit F2 to pump the water from the quarry pit and convey it to existing water supply infrastructure in the Sunol Valley, including installation or construction of the following:

- Four 400-horsepower vertical turbine pumps on floating barges centrally located in Pit F2, approximately 400 feet from the shore, with a mooring system to secure the floating barges
- Four approximately 700-foot-long, 16-inch-diameter high density polyethylene (HDPE) flexible discharge pipelines extending from each vertical turbine pump to a new pipe manifold located on shore
- A 100-foot-long, 36-inch-diameter welded steel pipeline connection between the new pipe manifold and the existing Sunol Pump Station Pipeline
- Throttling valves and a flow meter
- An electrical control building
- An electrical transformer, and thirteen power and fiber optic line poles, and approximately 1,800 feet of overhead power lines extending from Hetch Hetchy Water & Power (HHWP) Calaveras Electrical Substation to the new electrical control building. In addition, approximately 2,800 feet of both overhead fiber optic communication lines and overhead power lines from the HHWP Calaveras

Electrical Substation to the new electrical control building along the new and existing power poles with conduit installed along the power poles to install water level sensors in Pits F3 West and Pit F4.

In issuing the ITP, CDFW found, among other things, that Permittee's compliance with the Conditions of Approval of the ITP would fully mitigate Project impacts of the taking on the Covered Species and that issuance of the ITP would not jeopardize the continued existence of the Covered Species.

In a letter dated June 21, 2022, the Permittee requested a major amendment to revise the Project description and decrease the impacts from those described in the original ITP.

Changes to Project Description: The Permittee will reduce the construction areas at Staging Area 3, Staging Area 5, and the Power Pole Alignment, and remove the wildlife exclusion fencing (WEF) where it is determined to be no longer necessary. The Permittee will add a new access road from Calaveras Road which traverses south towards the southeast corner of Pit F2 and follows a previously developed and unmaintained access road (New Pit F2 Access Road) north into Pit F2 at its southeast corner. Other changes to the Project are occurring at the anchor piers and temporary impact areas as described below.

Undeveloped Access to Pit F2: Due to severe erosion of the western and southern Pit F2 access roads, the Permittee is unable to safely mobilize construction equipment into Pit F2 to install the barge and pumping infrastructure. The Permittee will develop an unmaintained access road to access Pit F2. The undeveloped access road (New Pit F2 Access Road) will run south from an existing Calaveras Road access gate, through the old spoils pile location for the New Irvington Tunnel Project and cross the developed perimeter access road at the southeast corner of Pit F2. Then the road will run north into Pit F2 at its southeast corner. The new semi-permanent impacts include a new site entrance and access road from Calaveras Road to the access road around the quarry Pit F2 (0.49 acre) and the quarry access road into Pit F2 to reach the existing Pit access road (0.19 acres). All new areas will include a gravel base with geotextile separation so it can be restored easily. By developing these new access roads with turnouts (total of an 0.68-acre expansion), the Permittee will be able to access Pit F2 and commence work activities.

Removal of WEF at Staging Areas 3 and 5: The Permittee will not install or will remove WEF around the majority of the Project Area in order to benefit Covered Species by minimizing impacts on species migration. The area on the northeast corner of Pit F2, around the power poles and Calaveras Substation will not be installed and other areas will be removed, such as the area on west side of Pit F2. In order to minimize potential impacts with species near the Project Area, Permittee will follow the

minimization measures and have the Designated Biologists present for any ground disturbance and after rain/high humidity days. The WEF around the spoils disposal area and primary contractor laydown area near Calaveras Road will remain in place. The Permittee will reduce the impacts on migration particularly before going into the next rainy season (Fall 2022).

Staging Area 3 work limits (0.43 acre) will be eliminated to offset the additional work limits needed for the new undeveloped access road east and south of Pit F2 (Figure 1).

As described in the ITP, 2,800 linear feet of overhead line and approximately 13 power poles will be installed. The 13 power poles were installed prior to ACRP mobilization, therefore WEF is no longer necessary. A water level sensor does still need to be installed on Pit F4 but a full-time biological monitor will be present during this work instead of installing the WEF. This activity will require a temporary trench that will be 0.003 acre. The 0.62 acre of power pole alignment that will be removed from the impact acreage for the Project provides upland and foraging habitat for the Covered Species.

The Permittee will reduce the size of Staging Area 5. The work limits will be reduced to offset the additional work limits needed for the new undeveloped access road east and south of Pit F2. No ground disturbance or vegetation removal has occurred at this location. The 0.44 acre of Staging Area 5 that will be removed from the construction impact footprint is upland and foraging habitat for the Covered Species.

Justification describing the necessity of changes: The Permittee is mitigating the impacts to the construction schedule of the amount of time it would take to repair the west and/or south Pit F2 access roads. Substituting the acreage within similar quality habitat is the most efficient way to attempt to return the Project to its original schedule. The development of the new access road will improve construction efficiency, and reduce additional longer-term impacts to wildlife and habitat. Developing the new access will also improve construction safety.

Table quantifying total impacts of changes: The updated Table 3-2 shows the changes in acreage compared to what was originally included in the ITP Application.

Permanent Impacts	Original ITP Acres	Amendment Acres
Chain-link Fenced Area and Adjacent Facilities (Electrical Control Building, Driveway, Parking Area, Electrical Transformer, and Valve Vault)	0.34	0.34
Electrical Vault	0.002	0.002

Powerpoles	0.0002	0.0002
Anchor Blocks	0.008	0.010
<i>Permanent Impact Subtotal =</i>	0.3502	0.3522
<i>Semi-Permanent Impacts</i> (Staging Areas, Spoils Area, temporary construction areas for project components, New Pit F2 Access Road, and other areas that would be temporarily fenced for one to two years)	11.86	11.05
<i>Temporary Impacts</i> (Temporary construction of Anchor Blocks and the temporarily [less than one year] fenced area around the northern and western anchor blocks)	5.16	0.003
<i>Impact Total =</i>	17.37	11.41

This Major Amendment No. 1 (Amendment) makes the following changes to the ITP:

First, this Amendment decreases the construction areas that were not utilized during construction. This includes eliminating use of Staging Area 3, power pole alignment, and a partial decrease of Staging Area 5.

Second, this Amendment eliminates the WEF to allow wildlife movement, particularly in the winter and because the primary access roads are developed and do not require the protection of WEF to minimize impacts to special-status species. This will also maintain the semi-permanent impact as is and not change it to a permanent impact.

Third, this Amendment includes construction of an access road from Calaveras Road (north of the current site access) to Pit F2. The previously proposed access road is not safe for access to Pit F2. The new semi-permanent access road will be utilized until Project completion and then restored.

Fourth, this Amendment accounts for a minor increase in the size of the Anchor Blocks.

Fifth, this Amendment revises the amount of Habitat Mitigation lands and security required and updates the name of the Regional Manager.

AMENDMENT

The ITP is amended as follows (amended language in ***bold italics***, deleted language in ~~strikethrough~~):

Major Amendment No. 1
Incidental Take Permit 2081-2017-019-03
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Alameda Creek Recapture Project

1. The bullet point list, beginning below the sixth point of the list on page 3, under the heading Project Description shall be amended to read:

- ***Eliminated wildlife exclusion fence around the existing access road to install the power poles (0.62 acre) and Staging Area 3 (0.43 acre)***
- ***Eliminated unfenced and undeveloped portion of Staging Area 5 (0.44 acre) that was not utilized.***
- ***New semi-permanent access road on the east side of Pit F2 to replace access road on the west side of Pit F2 (0.68 acre).***

2. The second and third paragraphs on page 3 under the heading **Pumps on Floating Barges** shall be amended to read:

A mooring system will be installed to secure the barges and to prevent them from making contact with the quarry pit walls and will also prevent tension between pump discharge flanges and the HDPE discharge pipelines. The mooring system will be comprised of manual winches installed at the barge corners or mooring anchor blocks, stainless steel wire rope (mooring line), and four drilled pier anchors on shore, outside of the quarry pit. Each pier will ~~have dual~~ **be 30-inch diameter piers drilled 35-feet deep. The pile caps will be 7 feet 6-inches wide x 15 feet long x 2 feet 6-inches thick** and 30-feet deep. A concrete post mounted on each pier will extend approximately 4 feet above the ground surface. ~~A 10-foot by 10-foot by 2.5-foot thick concrete pad will surround the drilled pier anchor.~~

The **semi-permanent** access road leading into Pit F2 (approximately ~~900~~**400** linear feet) along the ~~west-east~~ side of the pit will be developed with a 12-inch gravel subbase to improve access to the pond, particularly for heavy equipment.

3. **Staging Areas and Access** on page 7 shall be amended to read:

There may be up to five primary staging areas located along the gravel access roads bordering quarry Pits F2, F3-East, and F3-West and adjacent to Calaveras Road. These staging areas will provide a combined total of two acres for vehicle and equipment parking, temporary stockpiling of excavated material, construction trailers, and materials storage. Most proposed staging areas are within previously disturbed/developed areas on CCSF-owned lands. **Generally, site access will be through existing roads. A second site entrance and 15- to 22-foot-wide access road will be developed from Calaveras Road to deliver barges and pipes into Pit F2. The site entrance (approximately 8,276 square feet) and the access road (approximately 21,290 square feet) will be used to access the developed road bordering Pit F2.**

4. The first, second, and fourth paragraphs (respectively) on page 10 under the heading **Impacts of the Taking on Covered Species** shall be amended to read:

Construction of the anchor blocks, which includes the area along the western edge of Pit F2 ~~that would be temporarily excluded with exclusion fencing~~, would result in ~~a permanent short-term temporary impacts only~~. **Short-term temporary impacts** to 5.16 acres of habitat for the Covered Species **will be avoided by utilizing a biological monitor instead of exclusion fencing for this work**.

Use of the staging areas and spoils sites; construction of the HDPE discharge pipelines, pipe manifold, 100-foot 36-inch diameter pipeline connection to Sunol Pump Station, throttling valves and valve vault, flow meter, electrical control building, driveway and parking area, chain-link fencing, electrical transformer, power lines, power poles, fiber optic communication lines, and power cable trench areas; demolition of a segment of the Sunol Pump Station Pipeline, a concrete manhole, the inactive 200-foot-long aboveground emergency intertie pipeline associated with the South Bay Aqueduct; and the large project area around these temporary work areas that would be temporarily excluded with exclusion fencing would result in semi-permanent impacts to ~~44.86~~ **11.05** acres of habitat for the Covered Species. ***In order to minimize further impacts to Covered Species from exclusion fencing, the Permittee will remove and restore this semi-permanent work areas and therefore minimize any further mitigation for the semi-permanent impact caused by fencing. Therefore, these fenced areas will be restored by October 2022 except for the area around the Spoils Disposal and parking area near Calaveras Road. These two areas were previously mitigated as part of the San Antonio Backup Pipeline Project (ITP No. 2081-2012-025-03).***

The Project is expected to cause the permanent loss of 0.35 acre of habitat for the Covered Species, semi-permanent (one or two years) loss of ~~44.86~~ **11.05** acres of habitat for the Covered Species and temporary (less than one year) loss of ~~5.16~~ **0.003** acre of habitat for the Covered Species, for a total of ~~47.37~~ **11.41** acres. 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 construction, and capture and relocation, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

5. Condition of Approval 5.12 on page 14 shall be amended to read:

Additional Impacts to Habitat. No take beyond the permanent loss of 0.35 acre of habitat for the Covered Species, **and** semi-permanent (one or two years) loss of ~~11.86~~**11.04** acres of habitat for the Covered Species and temporary (less than one year) loss of ~~5.16 acres~~ **0.003 acre** of habitat for the Covered Species authorized in this ITP shall occur unless this ITP is amended by CDFW prior to additional impacts.

6. The first and fifth paragraphs (respectively) on page 30 under Condition of Approval 8: Habitat Management Land Acquisition and Restoration shall be amended to read:

To meet this requirement, the Permittee shall either purchase ~~29.93~~ **23.8** acres of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) within the East Alameda County Conservation Strategy (EACCS) CTS North mitigation area (Chapter 3, Figure 3-10, dated October 2010) OR shall provide for both the permanent protection and management of ~~29.93~~ **23.8** acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below.

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. The Permittee shall also restore on-site ~~17.02~~ **11.04** acres of **semi-permanently** temporarily-impacted Covered Species habitat **and 0.003 acre of temporarily impacted Covered Species habitat** pursuant to Condition of Approval 8.6 below.

7. Condition of Approval 8.1.1 beginning on page 30 shall be amended to read:

Land acquisition costs for HM lands identified in Condition of Approval 8.3 below, estimated at \$16,000.00/acre for ~~29.93~~ **23.8** acres: ~~\$478,880.00~~**\$380,800.00**. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

8. Condition of Approval 8.1.4 on page 31 shall be amended to read:

Long-term management funding as described in Condition of Approval 8.4 below, estimated at \$3,000.00/acre for ~~29.93~~ **23.8** acres: ~~\$89,790.00~~**\$71,400.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

9. Condition of Approval 8.1.6 on page 31 shall be amended to read:

Restoration of on-site ***semi-permanent and*** temporary effects to Covered Species habitat as described in Condition of Approval 8.6, calculated at \$4,500.00/acre for ~~17.02~~ **11.043** acres: ~~\$76,590.00~~ **\$49,693.50**.

10. Condition of Approval 8.2 on page 31 shall be amended to read:

Covered Species Credits. Permittee shall purchase ~~29.93~~ **23.8** 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 10 below.

11. Condition of Approval 8.6 on page 35 shall be amended to read:

Habitat Restoration. Permittee shall restore on-site the ~~17.02~~ **11.04** acres of ***semi-permanently impacted*** Covered Species habitat ***and 0.003 acre of temporarily disturbed Covered Species habitat*** that will be temporarily disturbed during construction to pre-Project or better conditions. Within 6 months of issuance of this ITP, the Permittee shall prepare a Vegetation Restoration Plan to facilitate revegetation of the ~~17.02~~ **11.04** acres of ***semi-permanent and*** temporary construction disturbance on-site, and shall ensure that the Plan is successfully implemented by the contractor. The Plan shall include detailed specifications for restoring all ***semi-permanently and*** temporarily disturbed areas, such as seed mixes and application methods.

12. Condition of Approval 9.1 on page 36 shall be amended to read:

Security Amount. The Security shall be in the amount of ~~\$667,089.35~~ **\$523,722.85**. This amount is based on the cost estimates identified in Condition of Approval 8.1 above.

13. The Regional Manager addressee on page 38 shall be amended to read:

~~Gregg Erickson~~ ***Erin Chappell***, Regional Manager
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
AskBDR@wildlife.ca.gov

14. Item (2) of the Findings Pursuant to CESA section on page 39 shall be amended to read:

- (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) Monthly 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 ~~29.93~~ **23.8** 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;

15. **Attachments** on page 40 shall be amended to include the revised Figure 1.

All terms and conditions of the ITP and MMRP that are not expressly amended herein remain in effect and must be implemented and adhered to by the Permittee.

FINDINGS

Issuance of this Amendment will not increase the amount of take of the Covered Species compared to the Project as originally approved, nor will this Amendment increase other Project impacts on the Covered Species (i.e., "impacts of taking" as used in Fish and Game Code Section 2081, subd. (b)(2)).

Discussion: This Amendment makes five specific changes to the ITP as originally issued. The Amendment decreases the construction areas that were not utilized as part of construction and eliminates the WEF to allow wildlife movement in certain areas. The Amendment also includes construction of an access road and accounts for a minor increase in the size of the Anchor Blocks. Finally, the Amendment revises the amount of Habitat Mitigation lands and security required and updates the name of the Regional Manager. The resulting impacts to the Covered Species will be reduced.

CDFW has determined that changes to circumstances, the Project description, and/or conditions of approval will not increase the amount of take or the severity of other impacts of the taking on the Covered Species. Given the circumstances of this Project, CDFW believes that the changes to the Project or Conditions of the ITP described in this Amendment, including construction of the access road, will not increase impacts to the Covered Species.

Issuance of this Amendment does not affect CDFW's previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

Discussion: CDFW determined in February 2021 that the Project, as approved, met the standards for issuance of an ITP under CESA. This determination included findings that, among other things, the impacts of the taking would be minimized and fully mitigated and that the Project would not jeopardize the continued existence of the Covered Species. Those findings are unchanged with respect to this Amendment because the Project and ITP as amended: 1) will have no effect on the amount or severity of Project impacts on the Covered Species, as discussed above, and (2) does not substantively alter the measures that will be undertaken to minimize and mitigate previously authorized impacts on the Covered Species. The Amendment acknowledges the need for relocating the access road and reducing barriers to Covered Species migration. Permittee's continued adherence to and implementation of the avoidance and minimization measures set forth in the ITP's Conditions of Approval and MMRP will minimize and fully mitigate impacts of the taking on the Covered Species.

None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 14, sections 15162 and 15163, exist as a result of this Amendment.

Discussion: CDFW issued the ITP in February 2021 as a responsible agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) After, among other things, considering the environmental impact report certified by the City and County of San Francisco as the lead agency for the Project. As explained in the findings below, CDFW finds for purposes of CESA that this Amendment is a minor change to the original ITP. CDFW finds for the same reasons under CEQA that approval of the Amendment will not result in and does not have the potential to create any new significant or substantially more severe environmental effects than previously analyzed and disclosed by the City and County of San Francisco during its lead agency review of the Project, particularly with respect to the impacts authorized by CDFW pursuant to the ITP as amended. As a result, CDFW finds that no additional subsequent or supplemental environmental review is required by CEQA as part of CDFW's approval of this Amendment.

CDFW finds that this Amendment is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).

Discussion: This Amendment reduces the amount of temporary impacts, increases the amount of semi-permanent impacts, and reduces total compensatory mitigation required. The Amendment allows for construction of a new access road. These changes

to the ITP will not: (1) significantly increase the level of take or other Project impacts on Covered Species previously analyzed and authorized by the ITP, (2) affect Permittee's substantive mitigation obligations under the ITP, (3) require further environmental review under CEQA, or (4) increase temporal impacts on the Covered Species. However, this Amendment will not significantly modify the scope or nature of the permitted Project or activity, or the minimization, mitigation, or monitoring measures in the. CDFW has determined that the change to the ITP constitutes a Major Amendment as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).

The authorization provided by this Amendment is not valid until signed by all parties and returned to CDFW. Digital signatures facilitated by CDFW will be automatically returned and shall comply with Government Code section 16.5. 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:

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

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 9/20/2022.

DocuSigned by:

Erin Chappell

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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 the original ITP and this Amendment, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of the ITP as amended.

DocuSigned by:

Susan Hou

By:

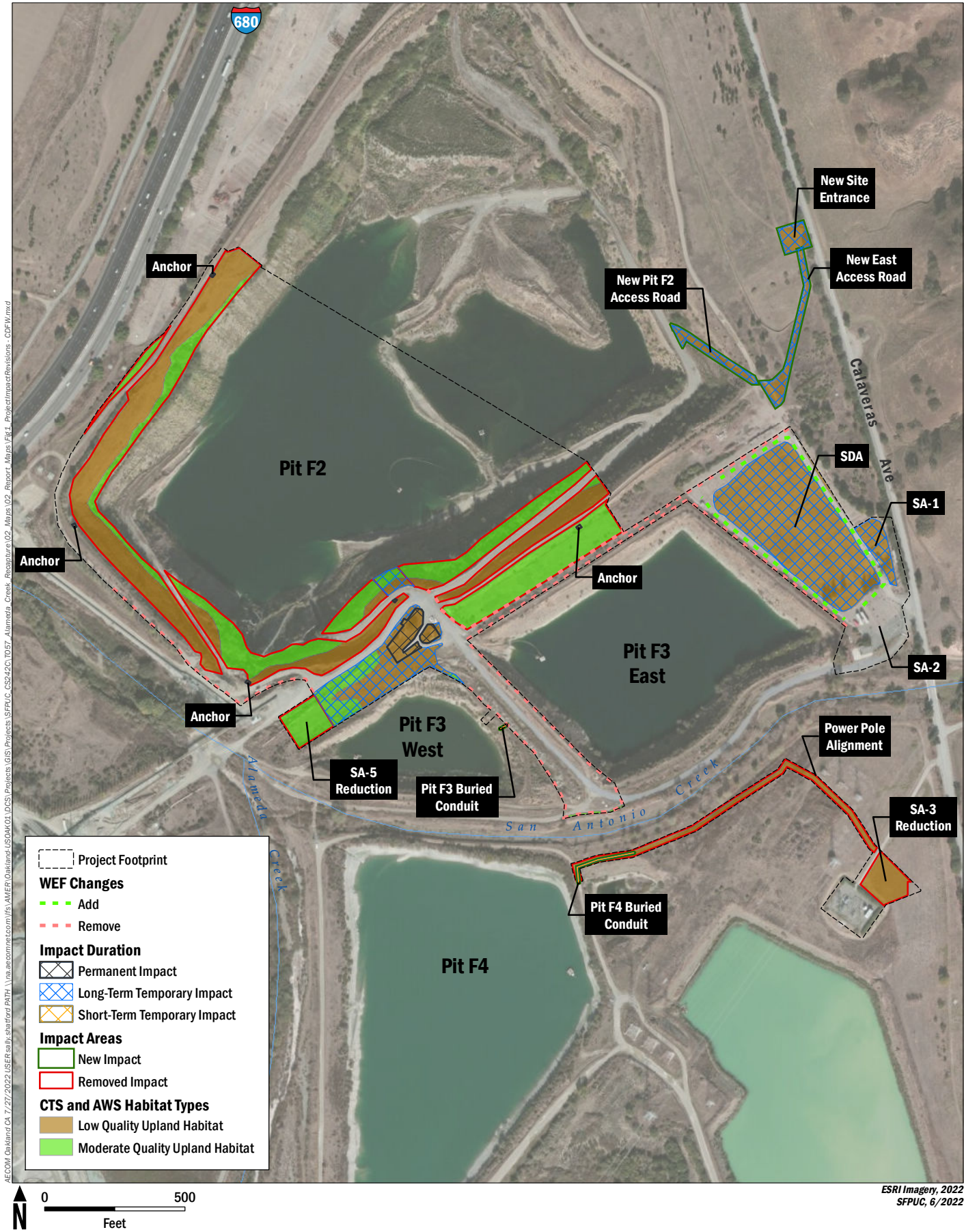
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Date: 9/21/2022

Printed Name: Susan Hou

Title: Regional Project Manager

Major Amendment No. 1
Incidental Take Permit 2081-2017-019-03
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Alameda Creek Recapture Project



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Erin Chappell

Erin.Chappell@wildlife.ca.gov

Regional Manager

CA Dept. of Fish and Wildlife

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Susan Hou

SHou@sfgwater.org

Regional Project Manager

CCSF - PUC

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Susan Hou

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CDFW Habitat Conservation Planning Branch

CESA@wildlife.ca.gov

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2022 4:39:53 PM
Certified Delivered	Security Checked	9/21/2022 7:33:50 PM
Signing Complete	Security Checked	9/21/2022 7:35:59 PM
Completed	Security Checked	9/21/2022 7:36:10 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.

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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

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 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.

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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 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 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.