

**AMENDMENT TO  
AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION**

**THIS AGREEMENT**, entered in between the State of California, Department of Fish and Game, hereinafter called the Department, and Mr. Steve Hutchings representing the El Dorado Irrigation District (EID), State of California, hereafter called the Operator, is as follows:

Mr. Hutchings notified the Department on July 30, 1997 that EID needed to modify their plan for the construction of features associated with the bypass tunnel around Weber Dam for the following water: N. Fork Weber Creek and Weber Reservoir, in the County of El Dorado, State of California, Section 18, Township 10N, Range 12E.

*This amended agreement pertains to the construction of an outfall consisting of a pipe from a bypass tunnel at Weber Reservoir Dam. The outfall will be constructed using a pipe from the downstream portal of tunnel extending to the emergency spill way channel. The spill way channel will be excavated to create a larger plunge pool. The excavated material will be used to protect the slope and banks of the spillway channel next to the main channel of N. Fork Weber Creek. Additionally, a crossing will be constructed of clean gravel and a culvert installed, at grade, to allow for construction equipment to cross the stream channel. Some riparian vegetation will need to be removed. The riparian vegetation will be replaced by similar species to restore the disturbed area.*

*The inlet to the tunnel, located upstream of Weber Dam, has the potential to bypass large amounts of sediments deposited in the now empty reservoir to N. Fork Weber Creek downstream of the reservoir. The El Dorado Irrigation District will armor around the upstream portal to the bypass tunnel. The armoring will be placed on the existing bed of the reservoir. This area has been determined by EID to have the greatest velocities that are capable of entraining sediments trapped in the reservoir.*

1. The time limit for completing the work within the high water area of the N. Fork Weber Creel and Weber Reservoir shall be confined to the period of July 21, 1997 to October 15, 1997. If the Operator finds more time is needed to complete the authorized activity, the Operator shall submit a written request for a time extension to the Department for consideration at least 15 days before the above date is reached. A time extension of the work period constitutes an amendment to the original agreement. Amendments to the original agreement are issued at the discretion of the Department.

Operator's initials \_\_\_\_\_

**Amended Notification No. II-462-97**

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All of the previous conditions in Notification II-462-97 remain in effect for the life of this Amended Agreement. **Conditions 2, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 are strongly emphasized.**

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

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

Nothing in this agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances.

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

The Operator shall submit a copy of the this agreement bearing the Operator's, Contractor's, and subcontractor's signatures to the Department of Fish and Game's Region Two Office located at 1701 Nimbus Road, Suite A, Rancho Cordova, CA 95670.

**Operator's initials** \_\_\_\_\_

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This agreement becomes effective on receipt of signed agreement by all parties. This agreement terminates on October 15, 1997 for project construction activities only. This agreement shall remain in effect for that time necessary to satisfy the terms/conditions of the agreement.

**Operator** \_\_\_\_\_ **Department Representative**

**Title** \_\_\_\_\_ **Title** Fishery Biologist

**Organization** \_\_\_\_\_ **Department of Fish and Game**  
**State of California**

**Date** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contractor** \_\_\_\_\_ **Sub-Contractor** \_\_\_\_\_

**Title** \_\_\_\_\_ **Title** \_\_\_\_\_

**Company** \_\_\_\_\_ **Company** \_\_\_\_\_

**Date** \_\_\_\_\_ **Date** \_\_\_\_\_