October 13, 2015

Pacific Gas and Electric Company
Attn: Erik Jacobson, Director, Regulatory Relations
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

SUBJECT: License Agreement for Right of Entry and Use Between PG&E and Coastal Conservation and Research, Inc. - Request for Approval Under Section 851

Dear Ms. Allen:

Advice Letter 4694-E is effective as of October 22, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
August 14, 2015

Advice 4694-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: License Agreement for Right of Entry and Use Between Pacific Gas and Electric Company and Coastal Conservation and Research, Inc. – Request for Approval Under Section 851

Purpose

Pacific Gas and Electric Company (PG&E) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851 and General Order (G.O.) 173, to grant Coastal Conservation and Research, Inc. (Licensee), a non-profit organization, a personal, revocable, non-exclusive and non-possessory right of entry and use on a portion of PG&E’s property in the County of Monterey, California, to develop and maintain wetlands for the purpose of providing wildlife habitat and further improving water quality, pursuant to the terms and conditions in the License Agreement For Right of Entry and Use (License Agreement) appended hereto as Attachment 1.

This project is grant funded by the Regional Water Quality Control Board. The implementation of this project is time sensitive, because more than $400,000 in funds depends on the installation of the project before the winter rains in 2015. As such, PG&E is requesting a resolution approving this request by October 22, 2015.

The portion of the property that is the subject of the License Agreement is a small section of land just South of Moss Landing in Monterey County, off Highway 1. A majority of the property is rendered for growing ground crops, and approximately one third of the property is designated as slough. No major facilities will be installed on the property. Licensee proposes to install a pipeline (approximately 6” PVC) to move water from Castroville Slough into the wetlands by utilizing an existing pump. The only other work will be to move dirt to create the ponds and berms and vegetation planting.

The License Agreement is made subject to all applicable provisions of the CPUC’s General Order No. 95 (Overhead Electric), General Order No. 112 (Gas) and General Order No. 128 (Underground Electric), see Attachment 1, Section 5(e).
PG&E has reviewed the proposed project and has determined that it will not interfere with PG&E's operations or PG&E's ability to provide safe or reliable utility services to its customers, and will not be adverse to the public's interest.

**Background**

PG&E owns properties (land, buildings, and other facilities) in connection with the electric and natural gas services to its customers throughout northern and central California. One such property (Assessor’s Parcel Numbers 133-142-005 and 133-151-012) located in Monterey County, California, is currently used by PG&E for operation of an electric transmission tower line, more commonly referred to as the Moss Landing-Los Banos 500kV line. Much of the property is under license to a third party for growing ground crops. Approximately one third of the property is designated as slough, and is the portion of the property the Licensee is interested in working on, referred to herein as the License Area.

The parcel of land immediately adjacent to the License Area was successfully converted to a restored wetland by another party and is currently maintained by the Licensee. The License Agreement requested of PG&E, if granted, will facilitate Licensee’s proposal to expand the restored wetland into the low lying area of License Area. Unlike the existing restored wetland which was designated primarily to provide habitat wildlife, the proposed extension will also be designated to improve water quality. Water currently pumped from the Castroville Slough over the farm road would be directed into the new restoration project. Water would be directed through a series of pre-treatment (sediment detention basin), treatment wetlands (designed for optimal nutrient removal) and polishing wetlands (providing both habitat and water quality benefit) before being redirected into Castroville Slough for discharge into the main Moro Cojo Slough. The existing farm land and the PG&E towers will be separated from the wetland by a low berm buffer. This will ensure that no harm comes to the farms or towers from the wetland and no harm to the wetland from the farm. Native plants will be selected for the site based on their ability to improve water quality and their appropriate setting within the region.

The License Agreement will not interfere with PG&E’s operations or ability to provide utility services to its customers, and will not be adverse to the public’s interest. The License Agreement will benefit the public by enabling the Licensee the ability to greatly increase the property’s environmental resources. The License Area is an important environmental resource for the region because freshwater wetland habitat is limited. The land is currently designated as slough, which provides no significant ecological value. Wetlands have the inherent capabilities of providing habitat, carbon sequestration and groundwater recharge and to clean surface water. The License Agreement will enable the continued implementation of the Moro Cojo Management and Enhancement Plan\(^1\) to improve water quality

\(^1\) Attachment 3, Moro Cojo Management and Enhancement Plan Implementation History.
and habitat in the Moro Cojo Watershed, which is where the water from this project will end up.

For the above reasons, the California Public Utilities Commission (Commission or CPUC) should approve this Section 851 request to grant Coastal Conservation and Research, Inc., the License Agreement relating to this PG&E property, and find that doing so is not adverse to the public interest because it will not impair PG&E’s provision of utility service.

In accordance with G.O. 173, PG&E provides the following information related to the proposed transaction:

(a) Identity of All Parties to the Proposed Transaction:

<table>
<thead>
<tr>
<th>Party</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Gas and Electric Company</td>
<td>Darren P. Roach</td>
</tr>
<tr>
<td>Law Department</td>
<td>P.O. Box 7442</td>
</tr>
<tr>
<td>San Francisco, CA 94120</td>
<td>Telephone: (415) 973-6345</td>
</tr>
<tr>
<td>Email: <a href="mailto:DPRC@pge.com">DPRC@pge.com</a></td>
<td>Facsimile: (415) 973-5520</td>
</tr>
<tr>
<td>Coastal Conservation and Research, Inc.</td>
<td>c/o Jim Oakden</td>
</tr>
<tr>
<td>P.O. Box 543</td>
<td>Moss Landing, CA 95039</td>
</tr>
<tr>
<td>Telephone: (831) 479-0277</td>
<td>Email: <a href="mailto:joakden@gmail.com">joakden@gmail.com</a></td>
</tr>
<tr>
<td>Central Coast Wetlands Group</td>
<td>c/o Moss Landing Marine Labs</td>
</tr>
<tr>
<td>P.O. Box 543</td>
<td>Telephone: (831) 771-4463</td>
</tr>
<tr>
<td>Email: <a href="mailto:jadelaars@mlml.calstate.edu">jadelaars@mlml.calstate.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

(b) Complete Description of the Facilities and Property Including Present Location, Condition and Use:

The property (Assessor's Parcel Numbers 133-142-005 and 133-151-012) is in Monterey County and is adjacent to Highway 1, south of the town of Moss Landing. The property includes a tower line for PG&E's electric transmission operations (Moss Landing-Los Banos 500kV). The property is also under license with a third party for growing ground crops. The Legal Description and Drawing of the License Area in included in the License Agreement, Exhibits A and B (see Attachment 1).

2 “The Commission has long recognized that the public interest is served when utility property is used for other productive purposes without inferring with the utility's operations or the provision of utility services to the public.” (D.06-07-023, p. 1.)
(c) **Intended Use of the Property and Facilities:**

Licensee will use the License Agreement for right of entry and use of the License Area for the sole purpose of developing and maintaining wetlands in the area adjacent to Castroville Slough, to include expanding the existing wetland into low lying portions of the License Area, divert water from an existing 11.5 inch discharge pipe (maintained by Monterey County Water Resources Agency) through a proposed pipeline (maintained by Monterey County Water Resources) through a proposed pipeline into a sediment catchment basin, extract water from the sediment basin and direct via additional pipelines and troughs into a series of swales and wetland features designed for optimum nutrient removal before being redirected back into the slough, installing a low berm to separate the wetlands from PG&E's electric transmission towers and adjacent farmland, moving the tile drain ditch the south side of the new wetland, and planting vegetation consisting of native plants selected for their ability to improve water quality and appropriateness to the setting, herein referred to as Licensee’s Activities.

(d) **Complete Description of Financial Terms of the Proposed Transaction:**

PG&E is not collecting any use fees associated with granting the License Agreement.

All of the Licensee’s Activities shall be performed at the Licensee's sole cost and expense. The License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

(e) **Description of How Financial Proceeds of the Transaction Will Be Distributed:**

No financial proceeds will be collected for this transaction.

(f) **Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**

No PG&E property is being sold or disposed of because of this transaction. Therefore, no change in PG&E’s rate base will result from approval of this Section 851 request.

The transaction will not impact PG&E’s ability to provide service to its customers and public at large.
(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not Applicable.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not Applicable.

(i) For Fair Market Rental Value of the Easement or Right-of-Way and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not Applicable.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

Not Applicable.

(k) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Rule 3 of G.O. 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under G.O. 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and

During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ 202, ALJ-244 and ALJ-268), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the $5 million Advice Letter threshold by dividing what is a single asset with a value of more than $5 million into component parts each valued at less than $5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

(m) Environmental Information

Pursuant to GO 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act (“CEQA”) either because: (a) a statutory or categorical exemption applies (the applicant must provide a notice of exemption from the Lead Agency or explain by an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

For this advice letter, another Public Agency has completed environmental review as the Lead Agency, and the Commission can serve as a Responsible Agency.

c. CPUC as a Responsible Agency under CEQA

If another public agency, acting as the Lead Agency under CEQA, has completed an environmental review of the project and has approved the final CEQA documents, and the Commission is a Responsible Agency under CEQA, the applicant shall provide the following.

a. The name, address, and phone number of the Lead Agency, the type of CEQA document that was prepared (Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration), the date on which the Lead Agency approved the CEQA document, the date on which a Notice of Determination was filed.
b. A copy of all CEQA documents prepared by or for the Lead Agency regarding the project and the Lead Agency’s resolution or other document approving the CEQA documents.

See Attachment 3.

c. A list of section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA documents that relate to the approval sought from the Commission.

See Attachment 3.

d. An explanation of any aspect of the project or its environmental setting which has changed since the issuance of the prior CEQA document.

Not Applicable.

e. A statement of whether the project will require approval by additional public agencies other than the Commission and the Lead Agency, and, if so, the name and address of each agency and the type of approval required.

Not Applicable.
**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than September 3, 2015, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4th Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (G.O. 96-B, Section 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (G.O. 96-B, Section 3.11).

**Effective Date**

This project is grant funded by the Regional Water Quality Control Board. The implementation of this project is time sensitive, because more than $400,000 in funds depends on the installation of the project before the winter rains in 2015. As
such, pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 3 advice filing become effective upon disposition by a Commission resolution by October 22, 2015.

Notice

In accordance with G.O. 96-B, Section 4, and G.O. 173, Rule 5, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached lists. Address changes to the G.O. 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission’s Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments:
Attachment 1 – License Agreement For Right of Entry and Use
Attachment 2 – Grant Deed
Attachment 3 – Moro Cojo Management and Enhancement Plan and CEQA Negative Declaration
APPENDIX A

David M. Gamson
Administrative Law Judge Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1232
dmg@cpuc.ca.gov

Jonathan Reiger
Legal Division
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San Francisco, CA 94102
(415) 355-5596
jrzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
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San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Brewster Fong
Division of Ratepayer Advocates
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San Francisco, CA 94102
(415) 703-2187
bfs@cpuc.ca.gov

Andrew Barnsdale
Energy Division
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San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

Coastal Conservation and Research, Inc.
c/o Jim Oakden
P.O. Box 543
Moss Landing, CA 95039
(831) 479-0277
joakden@gmail.com

Central Coast Wetlands Group
c/o Moss Landing Marine Labs
Attn: Jason Adelaars
8272 Moss Landing Road
Moss Landing, CA 95039
(831) 771-4463
jadelaars@mlml.calstate.edu

County of Monterey
RMA – Planning Department
P.O. Box 1208
Salinas, CA 93902
Contact: Dan Lister
(831) 759-6617
listerdm@co.monterey.ca.us
## CALIFORNIA PUBLIC UTILITIES COMMISSION

### ADVICE LETTER FILING SUMMARY

#### ENERGY UTILITY

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**Company name/CPUC Utility No.** Pacific Gas and Electric Company (ID U39 E)

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Shirley Wong</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ ELC  ☐ GAS</td>
<td>Phone #: (415) 972-5505</td>
</tr>
<tr>
<td>☐ PLC  ☐ HEAT ☐ WATER</td>
<td>E-mail: <a href="mailto:slwb@pge.com">slwb@pge.com</a> and <a href="mailto:PGETariffs@pge.com">PGETariffs@pge.com</a></td>
</tr>
</tbody>
</table>

### EXPLANATION OF UTILITY TYPE

- **ELC** = Electric  
- **GAS** = Gas
- **PLC** = Pipeline  
- **HEAT** = Heat  
- **WATER** = Water

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**Advice Letter (AL) #:** 4694-E  
**Subject of AL:** License Agreement for Right of Entry and Use Between Pacific Gas and Electric Company and Coastal Conservation and Research, Inc. – Request for Approval Under Section 851

**Keywords (choose from CPUC listing):** Compliance and Agreements

**AL filing type:** ☑ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other _____________________________

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**If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:** N/A

**Does AL replace a withdrawn or rejected AL?**  
If so, identify the prior AL: No

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**Summarize differences between the AL and the prior withdrawn or rejected AL:** N/A

**Is AL requesting confidential treatment?**  
If so, what information is the utility seeking confidential treatment for: N/A

---

**Confidential information will be made available to those who have executed a nondisclosure agreement:** N/A

**Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information:** ___________________________________________

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**Resolution Required?** ☑ Yes ☐ No

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**Requested effective date:** October 22, 2015  
**No. of tariff sheets:** N/A

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**Estimated system annual revenue effect (%):** N/A

**Estimated system average rate effect (%):** N/A

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**When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).**

**Tariff schedules affected:** N/A

---

**Service affected and changes proposed:** N/A

---

**Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

**California Public Utilities Commission Energy Division**

- Attn: EDTariffUnit
- 505 Van Ness Ave., 4th Flr.
- San Francisco, CA 94102
- E-mail: EDTariffUnit@cpuc.ca.gov

**Pacific Gas and Electric Company**

- Attn: Erik Jacobson, Director, Regulatory Relations
- 77 Beale Street, Mail Code B10C
- P.O. Box 770000
- San Francisco, CA 94177
- E-mail: PGETariffs@pge.com
Attachment 1:
License Agreement
LICENSE AGREEMENT
FOR RIGHT OF ENTRY AND USE

This License Agreement for Right of Entry And Use (this “License Agreement”) is made and entered into this day of , 20__ (the “Effective Date”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “PG&E”, and COASTAL CONSERVATION AND RESEARCH, INC, a non-profit organization, hereinafter called “Licensee.”

RECITALS:

A. PG&E owns the real property commonly known as Assessor’s Parcel Number 133-142-005, State Board of Equalization Nos. 135-27-038A-1 and 135-27-038A-2, hereinafter called the “Property”, located in the County of Monterey, State of California.

B. Licensee wishes to enter and use the portion of the Property described in EXHIBIT “A” and shown on EXHIBIT “B” attached hereto and by this reference made a part hereof (the “License Area”) to develop and maintain as wetlands for the purpose of providing wildlife habitat and improving water quality.

C. Licensee has requested permission for Licensee to enter the License Area and conduct certain activities on the License Area as more fully described in this License Agreement and PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, PG&E and Licensee hereby agree as follows:

1. Right of Entry. Subject to the terms and conditions set forth in this License Agreement, PG&E hereby grants to Licensee a personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee’s directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees (“Licensee’s Representatives”) to enter, at reasonable times, the License Area for the sole purpose of developing and maintaining wetlands in the area adjacent to Castroville Slough, to include expanding the existing wetland into low lying portions of the License Area, divert water from an existing 11.5 inch discharge pipe (maintained by Monterey County Water Resources Agency) through a proposed pipeline into a sediment catchment basin, extract water from the sediment basin and direct via additional pipelines and troughs into a series of swales and wetland features designed for optimum nutrient removal before being redirected back into the Slough, installing a low berm to separate the wetlands from PG&E’s electric transmission towers and adjacent farmland, moving the tile drain ditch the south side of the new wetland, and planting vegetation consisting of native plants selected for their ability to improve water quality and appropriateness to the setting, hereinafter referred to as “Licensee’s Activities”. All of Licensee’s Activities shall be performed at Licensee’s sole cost and expense. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.
2. **Work Plan.** Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property, and shall prepare a work plan that incorporates such requirements and that describes in detail and with specificity the nature, scope, location and purpose of all of Licensee’s Activities to be performed on the Property (the “Work Plan”). The Work Plan will be submitted to the following person at PG&E for approval: **Jon Wilcox, Sr. Land Consultant, at PG&E Land Management, 2730 Gateway Oaks Drive, Suite 220, Sacramento, CA 95833 (916) 923-7066.** PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents not included in the Work Plan. Licensee acknowledges and agrees that PG&E’s review of the Work Plan is solely for the purpose of protecting PG&E’s interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements, as defined herein. Licensee and Licensee’s Representatives shall not enter the Property nor commence any activity whatsoever on the Property without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be in PG&E's sole and absolute discretion. Licensee agrees and covenants that all of Licensee's Activities shall be performed solely within the License Area and in strict accordance with the approved Work Plan.

3. **Term; Termination; Surrender.** This License Agreement shall be for a term of twenty (20) years, commencing on the **Effective Date**, and expiring on the twentieth anniversary of the **Effective Date**, unless sooner terminated (the “Term”). **Provided, however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the “CPUC”), upon twenty-four (24) hours written notice to Licensee.** Upon the expiration or termination of this License Agreement, Licensee shall remove all personal property of Licensee and Licensee's Representatives, and remove all debris and waste material resulting from Licensee’s Activities. Licensee shall bear the entire cost of such removal, and PG&E shall have no liability for any losses or damages caused by or related to any termination of this License Agreement. In the event Licensee fails to comply with the requirements of this Section, PG&E may elect, at Licensee’s expense, to remove such personal property, debris and waste material as necessary. Licensee shall pay such costs and expenses within ten (10) days after receipt of an invoice therefor. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

4. **Condition of the Property.** Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Licensee acknowledges that one or more of the following (collectively, “Potential Environmental Hazards”) may be located in, on or underlying the Property:

   (a) electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, however designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means (“EMFs”);

   (b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “Hazardous Substances” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human
health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:


(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Licensee shall take all necessary precautions to protect Licensee’s Representatives from risks of harm from Potential Environmental Hazards, and Licensee shall be solely responsible for the health and safety of Licensee's Representatives. Licensee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for
the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

5. **Licensee’s Covenants.**

   (a) **Ponding; Water Courses.** Except as described in the approved Work Plan, Licensee shall not cause any ponding on the License Area or any flooding on adjacent land. Licensee shall not engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

   (b) **Responsibility for Maintenance of the Alterations and Improvements.** During the term of this License, Licensee shall be solely responsible for repairing and maintaining all Alterations and Improvements placed in or on the License Area pursuant hereto in good and safe condition, and PG&E shall have no duty whatsoever for any repair or maintenance of the License Area or any such Alterations and Improvements therein. Licensee shall notify PG&E in writing not less than five (5) days before performing any repair or maintenance work in the License Area, except in the case of an emergency wherein Licensee shall notify PG&E telephonically and in writing as soon as reasonably possible. Additionally, Licensee shall provide all necessary repairs and/or maintenance to the wetland to ensure the structural integrity of the wetland (e.g., repair the berm). Licensee, at its sole cost, shall be responsible for the management and monitoring of the site (as outlined in the Work Plan) in perpetuity or until such time that PG&E assumes responsibility.

   (c) **Legal Compliance.** Licensee agrees, at Licensee's sole cost and expense, promptly to comply, and to cause all of Licensee’s Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Licensee’s Activities or Licensee’s use or occupancy of the Property; and (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, “Legal Requirements”) regardless of when they become effective, insofar as they relate to Licensee’s Activities or the use or occupancy of the Property by Licensee. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E.

   (d) **Notification of Investigations, Orders or Enforcement Proceedings.** Licensee agrees to notify PG&E in writing within three (3) business days after obtaining knowledge of any investigation, order or enforcement proceeding that in any way relates to the Property, or the occurrence of any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint,
agreement, or other document that may have been issued, executed or proposed, whether draft or final.

(e) **Use of Property.** Licensee agrees that Licensee shall not in any way interfere or permit any interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E’s gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or of any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated, including, but not limited to, the CPUC and the Federal Energy Regulatory Commission (“FERC”). Licensee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E’s high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but under no circumstances closer than ten (10) feet from any energized electric conductors or appliances.

(f) **Procedure for Entry.** Licensee agrees that at least ten (10) business days prior to any entry by Licensee or any Licensee Representative upon the Property, Licensee shall notify Joyce Nichols, Land Agent (“PG&E’s Representative”) at (831) 784-3504, so that a representative of PG&E may be present to observe Licensee’s Activities to ensure compliance with the terms and conditions of this License Agreement. At the time of each such notification, Licensee shall inform PG&E’s Representative whether a representative of the any governmental entity or agency will be present during the planned activities.

(g) **Licensee’s Activities.** Licensee agrees that Licensee and Licensee's Representatives shall notify PG&E, as part of the Work Plan, of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Licensee's Activities or stemming from conditions caused by Licensee, so that PG&E may take appropriate precautions. Licensee agrees that Licensee shall conduct Licensee’s Activities in compliance with the Work Plan approved by PG&E and in such a manner so as to protect the Property, PG&E’s utility facilities, the environment, and human health and safety. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property. Licensee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of, or in the vicinity of, the Property. Licensee agrees to be responsible for the clean up and remediation of any releases of Hazardous Substances resulting from Licensee's Activities, or any activity by Licensee or Licensee’s Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable Legal Requirements. In the event PG&E determines that Licensee’s Activities in any way endanger the Property, PG&E’s utility facilities, the environment, or human health or safety, PG&E may, in PG&E’s sole and absolute discretion, require that Licensee halt Licensee’s Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee waives any claims against PG&E resulting from any delay under this Section. PG&E’s right to halt activities under this Section shall not in any way affect or alter Licensee’s insurance or indemnity obligations under this License Agreement, nor shall it relieve
Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment.

(h) **Non-Interference.** Licensee agrees to coordinate Licensee’s Activities to strictly avoid any interference with PG&E’s use of the Property and any adjoining lands owned by PG&E.

(i) **Site Security.** Licensee agrees that Licensee and Licensee’s Representatives shall comply with any and all of PG&E’s on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee’s Activities at the Property. Licensee agrees to cooperate with PG&E and to abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E’s response thereto, or if emergency repairs or maintenance are required to PG&E’s facilities, wherever located, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

6. **Indemnification; Release.**

(a) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an “Indemnitee” and collectively, “Indemnites”) from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “Claims”), including Claims arising from the passive or active negligence of the Indemnites, which arise from or are in any way connected with Licensee’s Activities, or the entry on, occupancy or use of, the Property by Licensee or Licensee’s Representatives, or the exercise by Licensee of Licensee's rights hereunder, or the performance of, or failure to perform, Licensee’s duties under this License Agreement, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including, but not limited to, employees of PG&E or Licensee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of PG&E, Licensee or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault. Without limiting the generality of the foregoing, Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnites harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Licensee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Licensee is obligated to indemnify or provide a defense hereunder, upon written notice from PG&E, Licensee shall defend such action or proceeding at Licensee’s sole expense by counsel approved by PG&E, which approval shall be in PG&E’s sole and absolute discretion.
(b) Licensee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Licensee’s use or occupancy of the Property, Licensee’s Activities or the activities of any of Licensee’s Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including attorneys’ fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above. The purpose of the foregoing indemnity is to protect PG&E and the Indemnitees from expenses and obligations related to Hazardous Substances on the Property to the fullest extent permitted by law. The Licensee’s obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent.

(c) Licensee’s use of the Property shall be at Licensee’s sole risk and expense, and Licensee accepts all risk relating to Licensee's occupancy and use of the Property. PG&E shall not be liable to Licensee for, and Licensee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

(d) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys’ fees and costs), liabilities and damages resulting from the failure of Licensee, or any of Licensee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in EXHIBIT “C”.

(e) The provisions of this Section 6 shall survive the expiration or termination of this License Agreement.

7. Additional Activities. Licensee shall not perform any activities beyond Licensee’s Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be in PG&E’s sole and absolute discretion, and the prior consent, to the extent required by applicable Legal Requirements, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC.

8. Reserved Rights. The Property, more specifically SBE 135-27-38A-2, is currently used by PG&E for the operation of an electric transmission tower line, more commonly referred to as the Moss Landing-Los Banos 500kV line and is also under license to a third party for growing ground crops. The remaining portion of the Property, specifically SBE 135-27-38A-1 is also under license to the aforementioned third party for growing ground crops and does not contain any PG&E facilities. PG&E reserves the right to use the Property for any and all purposes whatsoever, including, without limitation, the right to use the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

9. Compliance; Safety; Insurance. Licensee shall obtain, at Licensee’s sole cost and expense, any and all necessary permits, authorizations and approvals applicable to Licensee’s Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to
observe Licensee’s Activities at any time to confirm Licensee’s compliance with the requirements of this License Agreement and applicable Legal Requirements. Licensee shall procure, carry and maintain in effect throughout the Term of this License Agreement, with respect to the License Area and the use, occupancy and activities of Licensee and Licensee's Representatives on or about the License Area, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in EXHIBIT “C” and by this reference made a part hereof. All policies shall contain endorsements that the insurer shall give PG&E and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination, failure to renew or lapse of insurance. Upon Licensee’s execution of this License Agreement, and thereafter at least thirty (30) days prior to the expiration date of any policy, Licensee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this License Agreement as more specifically set forth in EXHIBIT “C”. This License Agreement shall not become effective, and Licensee and Licensee’s Representatives shall not enter the Property nor commence or conduct any activity whatsoever on the Property unless and until the insurance coverage required by this License Agreement is in effect and current proof of insurance has been provided to PG&E. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, provided that Licensee may, with PG&E's written consent in PG&E’s sole and absolute discretion, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified, so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances. Licensee's consultants, contractors and subcontractors shall not enter the Property nor commence any activity whatsoever on the Property without the insurance coverage required by this License Agreement being in effect and current proof of insurance having been provided to PG&E from each such consultant, contractor and subcontractor, respectively. The requirements of this Section and EXHIBIT “C” shall in no event limit the liability of Licensee under this License Agreement. PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time. In the event that Licensee or any of Licensee's Representatives fail at any time during the Term to procure, carry or maintain, the insurance required under this Section and EXHIBIT “C”, or fail to deliver such policies or certificates as required, PG&E may, at its option, (i) procure such policies for the account of Licensee and Licensee's Representatives, and the cost thereof shall be paid by Licensee to PG&E within five (5) days after delivery to Licensee of an invoice therefor, and/or (ii) terminate this License Agreement, upon written notice to Licensee, in which event Licensee shall immediately vacate the Property and comply with the provisions concerning the condition of the Property on expiration or termination set forth in Section 4 above.

10. Mechanics’ Liens. Licensee shall keep the Property free and clear of all mechanics’ liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics’ liens are placed on the Property in connection with Licensee’s use or activities, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute. Notwithstanding anything to the contrary set forth in this License Agreement, if any such lien is not released and removed within thirty (30) days, PG&E at its sole option, may immediately take all actions necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums,
costs and expenses, including attorneys' fees and costs, incurred by PG&E in connection with such lien shall be due and payable by Licensee within thirty (30) days after receipt of a written demand therefor, accompanied by reasonable supporting documentation.

11. Notices. Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to PG&E by standard U.S. mail or by registered or certified mail, return receipt requested:

Manager, Land Asset Management
PG&E Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, CA  94177

With copies to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn:  Lead Counsel, Environmental and Real Estate
Telephone (415) 973-6617

Land Agent
Land & Environmental Management
Pacific Gas and Electric Company
356 E. Alisal Street
Salinas, CA  93901

Sr. Land Consultant
Land & Environmental Management
Pacific Gas and Electric Company
2730 Gateway Oaks Drive, Suite 220
Sacramento, CA  95833

If to PG&E by personal delivery or overnight courier:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Lead Counsel, Environmental and Real Estate Section  
Telephone: (415) 973-6617

If by personal delivery or overnight courier:

Manager, Land Asset Management  
PG&E Land Management  
245 Market Street, Room 1036  
San Francisco, CA  94105

With a copy to:

Law Department  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B30A  
San Francisco, CA 94105  
Attn: Lead Counsel, Environmental and Real Estate Section  
Telephone: (415) 973-6617

Land Agent  
Land & Environmental Management  
Pacific Gas and Electric Company  
356 E. Alisal Street  
Salinas, CA  93901

If to Licensee:

Coastal Conservation and Research Inc.  
c/o Jim Oakden  
PO Box 543  
Moss Landing, CA  95039

Central Coast Wetlands Group  
c/o Moss Landing Marine Labs  
Attn:  Jason Adelaars  
8272 Moss Landing Road  
Moss Landing, CA  95039

12. **Governing Law.** This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

13. **Entire Agreement.** This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the
entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

14. **Binding Effect.** This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License Agreement.

15. **Assignment.** This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

16. **Attorneys’ Fees.** Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys’ fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys’ fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney’s fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this License Agreement. For purposes hereof, the reasonable fees of PG&E’s in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E’s Law Department.

17. **No Waiver.** Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

18. **No Offsets.** Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of PG&E or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or
expense (including, without limitation, attorneys’ fees) arising from or in connection with PG&E’s provision of (or failure to provide) electricity and natural gas.

19. **No Dedication; No Third Party Beneficiary.** Nothing herein contained shall be deemed to be a gift or dedication of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. The right of the public or any person, including Licensee and Licensee’s Representatives, to make any use whatsoever of the License Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole and absolute discretion. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person, except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

20. **Captions.** The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

21. **Time.** Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

22. **Severability.** If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

23. **Counterparts.** This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

24. **Joint and Several Liability.** If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this License Agreement as Licensee, the liability of each such individual, corporation, partnership or other business association to perform Licensee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Licensee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

25. **Survival.** The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.

26. **Other Documents.** Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this License Agreement.
Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

27. **Authority; Execution; Conditions to Effectiveness.** The parties and the individuals executing this License Agreement on behalf of the parties, each represent, by executing this License Agreement, that he or she is duly authorized to do so and to bind the respective party to its terms. The submission of this License Agreement for examination or execution does not constitute an approval of the terms herein, or an offer to license the License Area in accordance with the terms and conditions contained herein, and this License Agreement shall not become effective unless and until it has been executed and delivered by both PG&E and Licensee, and Licensee delivers to PG&E the license fee as set forth in Section 2 above, and current proof of insurance for Licensee and its consultants, contractors and subcontractors as set forth in Section 10 above.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

“**PG&E**”

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: ______________________________

Name: Robert L. Jones
Its: Manager, Land Rights

Date: ______________________________

“**Licensee**”

COASTAL CONSERVATION AND RESEARCH, INC., a non-profit organization

By: ______________________________

Name: Jim Oakden
Its: Director

Date: ______________________________

EXHIBITS “A”, “B” and “C” attached
EXHIBIT A

THE LICENSE AREA

(to be attached)
EXHIBIT B

THE LICENSE AREA

(to be attached)
EXHIBIT C

INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.

2. Employers' Liability insurance shall not be less than One Million Dollars ($1,000,000) each accident for injury or death.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

2. The limit shall not be less than One Million Dollars ($1,000,000) each occurrence/ Two Million Dollars ($2,000,000) aggregate for bodily injury, property damage and personal injury. In addition, such insurance shall insure the performance by Licensee of its indemnity and other contractual obligations under the License Agreement.

3. Coverage shall (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute to it.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

2. The limit shall not be less than Two Million Dollars ($2,000,000) each accident for bodily injury and property damage.

1. Upon execution of the License Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.

2. The documentation shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.

4. PG&E may inspect the original policies or require complete certified copies, at any time.

5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.
EXHIBIT "A"

WETLAND RESTORATION AREA

SITUATE in the Bolsa Nueva Y Moro Cojo Rancho, County of Monterey, State of California; and

PART 1:

BEING a portion Parcel One of the lands granted to Pacific Gas and Electric Company, by Grant Deed recorded January 11, 1964, in Reel 273, Page 471, Official Records of Monterey County, and being more particularly described as follows:

BEGINNING at a point on the Northerly boundary of said lands, from which a 4" by 4" white post with nail, marked HW, JT5 at the most Westerly corner of said lands bears, North 88° 46' 30" West, 298.25 feet distant; thence along said Northerly boundary

1. South 88° 46' 30" East, 991.93 feet, to an angle point in said Northerly boundary; thence continuing along said Northerly boundary; thence

2. North 79° 25' 30" East, 677.16 feet, to an angle point in said Northerly boundary; thence continuing along said Northerly boundary

3. North 76° 00' 30" East, 1295.00 feet, to a point; thence leaving said Northerly boundary

4. South 35° 45' 00" East, 82.56 feet, to a point; thence

5. South 59° 42' 00" East, 133.83 feet, to a point; thence

6. South 47° 16' 00" East, 58.22 feet, to a point; thence

7. South 57° 39' 00" East, 96.83 feet, to a point; thence

8. South 89° 25' 00" East, 123.19 feet, to a point; thence

9. North 79° 00' 00" East, 110.11 feet, to a point; thence

10. South 79° 18' 00" East, 54.08 feet, to a point; thence

11. South 50° 27' 00" East, 46.69 feet, to a point; thence

12. South 02° 48' 00" East, 47.85 feet, to a point; thence

13. South 34° 18' 00" West, 88.42 feet, to a point; thence

14. South 22° 05' 00" West, 107.48 feet, more or less, to a point on the Southerly boundary of said Parcel One; thence along said Southerly boundary

15. South 42° 46' 30" West, 509.16 feet, to an angle point therein; thence

16. South 87° 57' 00" West, 429.65 feet, to a point; thence leaving said Southerly boundary

17. North 46° 05' 00" West, 239.21 feet, to a point; thence

18. North 49° 37' 00" West, 203.79 feet, to a point; thence

19. North 66° 14' 00" West, 69.25 feet, to a point; thence

20. North 81° 46' 00" West, 95.00 feet, to a point; thence

21. South 87° 39' 00" West, 173.65 feet, to a point; thence

22. South 80° 30' 00" West, 199.17 feet, to a point; thence

23. South 75° 06' 00" West, 256.23 feet, to a point; thence

24. South 76° 39' 00" West, 295.67 feet, to a point; thence
25. South 80°16' 00" West, 233.74 feet, to a point; thence
26. South 88°37'00" West, 233.96 feet, to a point; thence
27. North 83° 34' 00" West, 128.70 feet, to a point; thence
28. North 70° 42' 00" West, 257.50 feet, to a point; thence
29. North 66° 02' 00" West, 362.96 feet, to a point; thence
30. North 54° 54' 00" West, 125.42 feet, more or less, to the POINT OF BEGINNING.

Containing 30.20 acres, more or less.

PART 2:

BEING the lands described in Parcel I of the Grant Deed from Humble Oil and Refining Company to Pacific Gas and Electric Company recorded July 1, 1965 in Reel 413, Page 210, Official Records of Monterey County, and being more particularly described as follows:

BEGINNING at the 4 inch by 4 inch white post with nail (marked HW JT5) marking the Southwest corner of the 445.10 acre parcel of land conveyed by Jenny Tate to California Artichoke and Vegetable Growers Corporation by deed dated January 23, 1948 and recorded in Book 1043, at Page 212 of the Official Records of Monterey County; thence

31. Along the Southerly boundary of said 445.10 acre parcel South 88° 46' 30" East, 1288.18 feet; thence
32. North 79° 25' 30" East, 677.16 feet; thence
33. North 76° 00' 30" East, 658.43 feet; thence leaving said Southerly boundary
34. South 87° 57' West, 2664.70 feet to a point on the Southwest boundary of said 445.10 acre parcel, at a point on the Northeasterly side of the State highway extending along the Southwest boundary of said 445.10 acre parcel; thence along said boundary
35. Along a non-tangent curve to the left, having a tangent bearing of South 20° 16' 12" East, with a radius of 1460 feet, for an arc distance of 175.53 feet to the POINT OF BEGINNING.

Containing 9.90 acres, more or less.

Basis of Bearings for this description is South 88° 36'30" East along the Northerly line of said lands of Pacific Gas and Electric Company as shown in Parcel One of the Grant Deed recorded January 11, 1964, in Reel 273, Page 471, Official Records of Monterey County and as shown herein.


A.P.N. 133-142-005 (portion)
Attachment 2:
Grant Deed
ENRICO BELLONE and SIMONIO BELLONE, husband and wife, DOMINIC DE SANTII and LAURA DE SANTII, husband and wife, HUGH B. TOTTINO, who acquired title to an interest in and to the hereinafter described real property under the name of HUGH B. TOTTINO, and DOMINIC TOTTINO, husband and wife, EMMA E. BARBOTTI, a widow, NORMA SCHREBER, who acquired title to an interest in and to the hereinafter described real property under the name of NORMA LENA DEL OYARDO, a married woman dealing with her separate property, and LORNAWNE ANGELA BARBOTTI, a married woman dealing with her separate property, hereinafter called first parties, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, that certain real property, situate in the County of Monterey, State of California, described as follows:

Parcel 1. Beginning at the 4 inch by 4 inch white post with nail (marked IN 39') marking the most westerly corner of the 522.432 acre parcel of land conveyed by Maynard A. Tate to Enrico Bellone and others by deed dated July 22, 1918, and recorded in the office of the County Recorder of said County of Monterey in Book 1077 of Official Records at page 484, and running thence along the boundary lines of said 522.432 acre parcel of land the following fourteen courses, namely: south 88° 46' 18" east 1238.18 feet, north 79° 22' 16" east 677.16 feet, north 76° 44' 21" east 1369.90 feet, north 13° 07' 26" east 541.25 feet, north 2° 01' 19" east 316.30 feet, north 15° 37' 15" west 587.66 feet, north 8° 02' 23" east 234.50 feet, north 10° 15' 44" west 580.00 feet, north 15° 07' 19" east 584.10 feet, north 42° 23' 48" east 132.00 feet, north 64° 07' 28" west 207.90 feet, north 25° 37' 04" west 103.00 feet, north 12° 07' 19" east 254.10 feet, and north 63° 28' 21" east 343.80 feet; thence south 4° 53' east 3961.86 feet; thence north 81° 51' 21" east 15.51 feet to a point in a course in the southeasterly boundary line of said 522.432 acre parcel of land, which course, according to the description contained in said deed dated July 22, 1918, has a bearing of N 42° 39' E and a length of 3082.0 feet; thence south 48° 41' 27" west, along said course which has a length of 3082.0 feet, a distance of 704.96 feet; thence south 87° 37' west 2993.21 feet to a point in the southeasterly boundary line of said 522.432 acre parcel of land, said southeasterly boundary line being the northeasterly boundary line of the state highway between Castroville and Watsonville; thence along the southeasterly boundary line of said 522.432 acre parcel of land the following three courses, namely: northeasterly on a curve to the right with a radius of 6560.00 feet, through a central angle of 1° 04' 57" and tangent at the southeasterly terminus thereof to a line which has a
bearing of north 39° 52' 27" west, an arc distance of 131.70 feet, north 39° 47' 31" west 281.46 feet, and northeasterly on a curve to the right with a radius of 1460.00 feet and tangent at the southeasterly terminus thereof to the preceding course, an arc distance of 595.14 feet, more or less, to the point of beginning; containing 80.5% acres, more or less, and being a portion of Rancho Bolsa Nuevo y Nano Coyó.

Parcel 2. Beginning at a point in a course in the southeasterly boundary line of said 522.432 acre parcel of land, which course, according to the description contained in said deed dated July 22, 1948, has a bearing of N. 23° 53' E, and a length of 1282.24 feet, from which a 2 inch by 3 inch post (marking the northeasterly terminus of said course which has a length of 1282.24 feet) bears north 24° 00' 43" east 31.42 feet distant and running thence south 24° 00' 43" west, along said course which has a length of 1282.24 feet, a distance of 556.58 feet; thence south 87° 57' west 2201.31 feet to a point in the southerly boundary line of said 522.432 acre parcel of land; thence along the southerly boundary line of said 522.432 acre parcel of land the following four courses, namely: north 58° 43' west 74.90 feet, north 35° 12' west 128.00 feet, north 59° 20' west 150.00 feet, and north 23° 32' west 284.27 feet; thence north 87° 57' east 2309.49 feet, more or less, to the point of beginning; containing 89.19 acres, more or less, and being a portion of said Rancho.

Excepting therefrom the rights described in the agreement between Jennie Tate and The Permanente Metals Corporation dated July 30, 1942 and recorded in the office of said County Recorder in Book 787 of Official Records at page 65.

First parties further grant to second party the right to construct, reconstruct, maintain and use a road for ingress to and egress from said 29.19 acre parcel of land over and across lands of first parties adjacent to said 29.19 acre parcel of land within a strip of land not to exceed 50 feet in width extending from the easterly boundary line of said 80.9% acre parcel of land across an existing bridge over the slough traversing said adjacent lands to the northerly boundary line of said 29.19 acre parcel of land over a route to be mutually agreed upon by the parties hereto. Second party shall reconstruct said existing bridge and place it in condition to permit the passage of heavy equipment.

First parties, their successors and assigns, reserve the right to maintain and use the existing underground pipe lines with necessary and proper appliances and fittings for use in connection with said pipe lines.

First parties, their successors and assigns, also reserve the right to construct, maintain, and use four roads over and across said real property, each of a uniform width not in excess of 60 feet, at such locations as shall be mutually agreed upon between the parties hereto, provided, however, that in the
exercise of said rights first parties, their successors and assigns, shall maintain the grade of each road so as not to reduce the vertical clearance of the wires and cables of second party suspended thereover below the minimum distance set by General Order No. 95 of the Public Utilities Commission of the State of California.

IN WITNESS WHEREOF first parties herein have executed these presents this 31st day of January 1964.

\[\text{Signatures}\]

Coast Valleys
GN 154269
Deg. 213265
Deg. 213366 &
Deg. T.13E., R.22E.,
N.D.B. & M.
59 el
Prepared 174th
Checked SEP 12 63
STATE OF CALIFORNIA
County of Monterey

On this 8th day of January in the year one thousand nine hundred and 64 before me, C. B. Briggs, a Notary Public in and for the County of Monterey, State of California, residing therein, duly commissioned and sworn, personally appeared Dominio DeSante.

Laura DeSante, Enrico Belloni, Silvano Belloni, Dolores Tottino.

Hugo Tottino, Emilia Tottino, A. Tottino, Horace Schubert.

Pama F. Barco and Lorraine Angela Barco, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Monterey the date and year in this certificate first above written.

C. B. Briggs
Notary Public in and for the County of Monterey, State of California.

HUMBLE OIL & REFINING COMPANY, a Delaware corporation, hereby grants to
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, that certain
real property, situate in the County of Monterey, State of California,
described as follows:

PARCEL I. Beginning at the 4 inch by 4 inch white post with nail (marked HW JED) marking the southwest corner of the 445.10 acre parcel of land conveyed by Jennie Tate to California Artichoke and Vegetable Growers Corporation by deed dated January 23, 1948 and recorded in the office of the County Recorder of said County of Monterey in Book 1034 of Official Records at page 212 and running thence along the southerly boundary line of said 445.10 acre parcel of land the following three courses, namely: south 86° 46' 1/2" east 1881.18 feet, north 76° 25' 1/2" east 677.16 feet, and north 76° 00' 1/2" east 627.43 feet; thence south 87° 57' west 2634.70 feet to a point in the southeasterly boundary line of said 445.10 acre parcel of land, said southeasterly boundary line being the northeasterly boundary line of the state highway extending along the southeasterly boundary line of said 445.10 acre parcel of land; thence southeasterly, along the southeasterly boundary line of said 445.10 acre parcel of land, on a curve to the left with a radius of 1460 feet and tangent at the northeasterly terminus thereof to a line which has a bearing of south 20° 16' 12" east, an arc distance of 175.53 feet, more or less, to the point of beginning; containing 9.30 acres, more or less, and being a portion of Rancho Bolsa Nuevo y Moro Cojo.

PARCEL II. Beginning at a point in the easterly boundary line of said 445.10 acre parcel of land from which said 4 inch by 4 inch white post with nail (marked HW JED) bears south 47° 04' west 4392.82 feet distant and running thence along the easterly boundary line of said 445.10 acre parcel of land the following three courses, namely: north 15° 07' 1/2" east 75.75 feet, north 42° 22' 1/2" east 132.00 feet, and north 61° 07' 1/2" west 143.14 feet; thence south 61° 55' east 233.90 feet, more or less, to the point of beginning; containing 0.85 acres, more or less, and being a portion of Rancho Bolsa Nuevo y Moro Cojo.

IN WITNESS WHEREOF the grantor herein has executed these presents

this 29th day of March, 1948.

HUMBLE OIL & REFINING COMPANY

By: 

Vice President

And By:

Assistant Secretary

Title Insurance and Trust Company

REEL 413 PAGE 210
STATE OF TEXAS  \nCOUNTY OF HARRIS  \n
On this [date] day of [March], 1965, before me the undersigned, a Notary Public in and for said County and State, personally appeared [J. M. Chadwick], known to me to be the [President], and [John A.] [Peters], known to me to be the [Secretary].

Secretory of HUMBLE OIL & REFINING COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal, the day and year in this certificate first above written.

[Signature]
Notary Public in and for said County and State
JACQUELINE R. EDMUNSON
Notary Public in and for Harris County, Texas
My Commission Expires [date]

"END OF DOCUMENT"
Attachment 3:
Moro Cojo Management and Enhancement Plan and CEQA Negative Declaration
Below is a history of the cumulative efforts of numerous resource managers and researchers to support the management and enhancement of the Moro Cojo Slough.

**Early History**

1880s – construction of first partial dam across the Moro Cojo (Sandholt Dam).

1910 – Moss Landing Road placed and Sandholt Dam reconstructed

1946 – Opening of Harbor to full tidal action.

1989 – Reconstruction of Moss Landing Road culverts.

**Plan adoption and CEQA History:**

- Moro Cojo tide gate replacement Coastal Development Permit 1989
- Moro Cojo Management and Enhancement Plan Draft Plan: June 30, 1994
- Monterey County Board of Supervisors adoption of the Moro Cojo Plan and CEQA Negative Declaration 10/22/1996

**Plan Implementation**

- Moro Cojo Slough NPS Implementation Project – RB3 NPS funding 2001
- Phase II of Moro Cojo Implementation, Proposition 13 Grant funding 2005
- Seamist Project: Elkhorn Slough Foundation and MLML received Monterey County Coastal Development Permit PLN060310 September 14, 2006
- Continued implementation of the Moro Cojo Plan, USEPA West Coast Estuaries Grant
- Moro Cojo TAC meeting notes that prioritize PG&E property restoration
- Moro Cojo Implementation Status Update 2013 (CCWG)

In 1989, Monterey County received a Coastal Development Permit to replace existing tide gates and culverts. Special Condition #7 required the completion of a comprehensive
wetland management plan for the Moro Cojo Slough. In 1992, The California Coastal Conservancy granted funding to the Monterey County to complete the Moro Cojo Plan.

In 1994 the Habitat Restoration Center completed a draft version of the Moro Cojo Management and Enhancement Plan (Moro Cojo Plan). The plan included preferred management strategy (brackish and freshwater marshes) and described various management actions that should be taken throughout the lower and upper watershed to improve habitat and water quality, protect endangered species, increase flood conveyance and integrate with ongoing agricultural practices.

In 1996, Monterey County Adopted the Moro Cojo Plan and a CEQA Negative Declaration, finding, “WHEREAS, an Initial Study was prepared and circulated on the Plan which determined that the project would not have a significant effect on the environment, and that a Negative Declaration should be Prepared and THEREFORE ... Does hereby adopt a Negative Declaration and approve... the Moro Cojo Slough Wetland Management and Enhancement Plan as conceptually shown on the attached map.” (Attachment A&D)

The Negative Declaration further recognized that “Areas of the upper slough and south of the Moro Cojo Slough along the Castroville Slough would be subject to additional freshwater and may convert the brackish marsh areas to a more freshwater habitat. These actions will increase habitat diversity and values of the slough system (Attachment D).

In June 1997, The California Coastal Commission approved the Moro Cojo Plan and CEQA findings and encouraged the Coastal Conservancy to support the implementation of the plan. (Attachment B)

In 1998 Elkhorn Slough began to purchase properties and easements within the Moro Cojo Watershed.

**MLML – Moro Cojo Program Implementation**

The first phase of implementation of the Moro Cojo Slough Management and Enhancement Plan was initiated by Moss Landing Marine Labs (CCR) in 2001 with funding from the State Water Resources Control Board. Project partners with input from a Technical Advisory Committee worked on restoring over 330 acres of the Moro Cojo Slough watershed in order to improve water quality, reduce erosion and sedimentation, increase aquifer recharge, and recreate wildlife habitat.

In 2003, MLML drafted a final report describing the restoration activities completed during phase I of the Moro Cojo Implementation program. (Burton 2003, ccw.mlml.calstate.edu/sites/default/files/documents/cec-00-152-253-0-final1.pdf)

In 2004, MLML received funding through the agreement number 04-140-553-01 with the State Water Resources Control Board pursuant to the Coastal Water Act of 2000 (Proposition 13) to implement Phase II of the Moro Cojo Implementation Program.
In January 2005, A TAC meeting was hosted to review implementation objectives of the Phase I and Phase II implementation programs. TAC members agreed in concept to the value of flooding low lying areas of the Lower Moro Cojo for water quality enhancement and creation of fresh and brackish water habitat. TAC members were further surveyed by email to clarify guidance and a letter was drafted in February 2006 by Coastal Commission staff documenting TAC recommendations. (Attachment E)

In 2006, CCWG in partnership with Elkhorn Slough and CCR received a permit to implement a large restoration Project on the south side of the Main Channel termed the Seamist project (Attachment C). The County Coastal Development Permit described the project: "to create two ponds for the purpose of watershed restoration located on the northwestern side of the property as part of the implementation of the Moro Cojo Slough Management and Enhancement Plan which was adopted by the Board of Supervisors on October 22, 1996. The restoration is located in fallow agricultural land that has not been used as Ag land within the last 15 years. One pond will be 12 acres in size with a maximum depth of 3.5 feet and the other will be 1.5 acres in size with a maximum depth of two feet. The sole purpose and net result of the enhancement project will be to increase the quantity of viable wetland habitat and to increase the quality of wetland habitat through increasing ecosystem diversity including increasing fresh water wetland habitat."
Greater Monterey Integrated Regional Water Management Plan process

In 2008, numerous agencies and organizations established the Monterey Integrated Regional Water Management Plan and received funding to complete the IRWMP plan for the region. In 2011 the Monterey IRWMP received a DWR implementation grant (4600009727) that included funding for Project #5, *Water Quality Enhancements of the Tembladero Slough and Coastal Access for the Community of Castroville* that supported the design and integration of wetland restoration projects within the agriculture area of the lower Salinas valley. In 2013, the Greater Monterey Integrated Regional Water Management Plan was adopted by 18 participating agencies and organizations that referenced the importance of restoring wetland areas for multiple water management objectives.

In August 2012, CCWG hosted a Moro Cojo Technical Advisory Committee Meeting entitled “Appreciating Past Successes and Looking Towards the Future: The Next Phase of Moro Cojo Slough Management and Enhancement”. The TAC approved recommendations to seek

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4. FINDING: CEQA (Exempt): - The project is categorically exempt from environmental review.

**EVIDENCE:** (a) California Environmental Quality Act (CEQA) Guidelines Section §15307, categorically exempts actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

A Management and Enhancement Plan *Final Report* was prepared in February 1996, and adopted by the Monterey County Board of Supervisors on October 22, 1996. An initial study was prepared for this report and a Negative Declaration was filed on May 2, 1996 with no comments.

The Biological Report prepared July 2, 2006, states that no significant plant species were observed and no significant animal species were found on the Seamist Elkhorn Slough Foundation property.

funding for the design and implementation of the Castroville/PG&E and Seamist Bio-reactor projects.


In 2013, CCWG was given approval to use IRWMP design and permitting funds for the Castroville/PG&E wetland treatment project and the bio-reactor treatment system adjacent to the Seamist restoration project. In 2014, CCWG hired Waterways to develop engineering design plans for the Castroville/PG&E project (figure 1). The Salinas Valley Irrigation and Nutrient Management program approved funding to implement the Castroville/PG&E project and the Seamist Bio-reactor. Construction is scheduled to begin in late 2015.
Figure 1 Areas Defined for Treatment Systems 2015
NEGATIVE DECLARATION

RESPONSIBLE AGENCY: COUNTY OF MONTEREY

PROJECT: MORO COJO SLOUGH MANAGEMENT AND ENHANCEMENT PLAN

ADDRESS: P.O. Box 1208
CITY/STATE/ZIP: Salinas CA 93902

PLANNER: STEVEN MAKI

TELEPHONE: (408) 755-5025

THIS PROPOSED PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AS IT HAS BEEN FOUND:

(a) That said project will not have the potential to significantly degrade the quality of the environment.
(b) That said project will have no significant impact on long term environmental goals.
(c) That said project will have no significant cumulative effect upon the environment.
(d) That said project will not cause substantial adverse effects on human beings, either directly or indirectly.

PROJECT DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES:

Wetland Management and Enhancement Plan is a conceptual planning document to provide guidance and funding for future projects that will enhance existing freshwater habitats to increase habitat productivity and diversity, erosion control and water quality.

PROJECT LOCATION: Moro Cojo Slough, Moss Landing CA

TIME PERIOD PROVIDED FOR REVIEW:
BEGINs: April 24, 1996
ENDs: May 24, 1996

ADDRESS WHERE COPY OF APPLICATION AND INITIAL STUDY ARE AVAILABLE:

MONTEREY COUNTY PUBLIC WORKS DEPT.

PARKS & RECREATION DEPT.

LAPCO

XX MONTEREY COUNTY PLANNING & BUILDING INSPECTION DEPARTMENT
P.O. BOX 1208/COURTHOUSE, 240 CHURCH ST., SALINAS, CA 93902

TO BE FILED WITH COUNTY CLERK WHEN NO SIGNIFICANT EFFECT IS FOUND:

DATE FILED:

NEG.DEC.

FILE REFERENCE #: PD 90-061

TYPE: Planning

APN: numerous
May 22, 1996

STEVEN MAKI
MONTEREY COUNTY PLANNING/BUILDING INSPECTION DEPARTMENT
PO BOX 1208
SALINAS, CA 93902

Subject: MORO COJO SLOUGH ENHANCEMENT AND MANAGEMENT PLAN SCH #: 96041068

Dear STEVEN MAKI:

The State Clearinghouse submitted the above named environmental document to selected state agencies for review. The review period is closed and none of the state agencies have comments. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call at (916) 445-0613 if you have any questions regarding the environmental review process. When contacting the Clearinghouse in this matter, please use the eight-digit State Clearinghouse number so that we may respond promptly.

Sincerely,

ANTERO A. RIVASPLATA
Chief, State Clearinghouse
Notice of Completion  Supplementary Document M

Moro Cojo Management and Enhancement Plan Implementation History

Moro Cojo Management and Enhancement Plan Implementation History

Central Coast Wetlands Group

May 2015

Attachment A

State Clearinghouse Contact:  Mr. Chris Blysk (916)445-6843

State Review Agency:  4/22/96

Dept. Review Agency:  5/15

Agency Rev to SCH:  5/20

SCH COMPLIANCE:  5/22

Please note SCH Number on all Comments:  96041058

Please forward late comments directly to the Lead Agency:

AQMDAPEC 20 (Resources 4/27)

Project Sent to the following State Agencies

Restoration

State/Consumer Svs

General Services

Crop Pest Control

Local Agencies:

Contra Costa

Colorado Rev Bd

Conservation

Fish & Game

Delta Protection

Forest

Poll & Rec/CHP

Refurbishment

RCD

SWRCB

WDNR

OBES

Run Transp Hous

Amosmedical

CCHAP

Trans Planning

Housing & Devel

Health & Wellness

Drinking H2O

Medical Waste

State/Consumer Svs

General Services

Crop Pest Control

Local Agencies:

Contra Costa

Colorado Rev Bd

Conservation

Fish & Game

Delta Protection

Forest

Poll & Rec/CHP

Refurbishment

RCD

SWRCB

WDNR

OBES

Run Transp Hous

Amosmedical

CCHAP

Trans Planning

Housing & Devel

Health & Wellness

Drinking H2O

Medical Waste

Swim/Pool Correction

Corrections

Independent Comm

Energy Comm

MARC

PUC

Santa Cruz

Santa Barbara

San Diego

Taran Rgl Plan

Other:

Central Coast Wetlands Group 9
# Notice of Completion

**Supplementary Document**

**Mail to: State Clearinghouse, 1400 Tenth Street, Sacramento, CA 95814 916/445-0613**

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>MORO-COJO SLOUGH ENHANCEMENT AND MANAGEMENT PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Agency:</td>
<td>Monterey County Planning and Bnds. Insp. Dept.</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>STEVEN MAKI</td>
</tr>
<tr>
<td>Street Address:</td>
<td>P.O. Box 1208</td>
</tr>
<tr>
<td>City:</td>
<td>Salinas, CA</td>
</tr>
<tr>
<td>Zip:</td>
<td>93942</td>
</tr>
<tr>
<td>County:</td>
<td>Monterey</td>
</tr>
</tbody>
</table>

**Project Location**

- **City/Nearest Community:** Moss Landing
- **Project Location:** Monterey
- **Cross Street:** Hwy 1 and Moss Landing Rd.
- **Zip Code:** Total Acres: 17 sq. miles
- **Assessor's Parcel No.:** NUMEROUS
- **Section:** Twp.: Range: Base: 
- **Within 2 Miles:** State Hwy #1 and 156
- **Waterways:** Elkhorn Slough, Pacific Ocean, Old Salinas Riv. Cn.
- **Railways:** Southern Pacific
- **Schools:** No. Monterey Co. High

**Document Type**

- **CEQA:** NOE (or Prior SCH No.)
- **NEPA:** NOI
- **Other:** Joint Document, Draft EIS, Final Document, FONSI, Other:

**Local Action Type**

- **General Plan Update:**
- **General Plan Amendment:**
- **General Plan Element:**
- **Community Plan:**

**Development Type**

- **Residential:**
- **Office:**
- **Commercial:**
- **Industrial:**
- **Educational:**

- **Recreational:**

**Project Issues Discussed in Document**

- **Aesthetic/Visual:**
- **Agricultural Land:**
- **Air Quality:**
- **Archaeological/Historical:**
- **Coastal Zone:**
- **Drainage/Absorption:**
- **Economic/Jobs:**
- **Fiscal:**
- **Food Plain/Flooding:**
- **Forest Land/Fire Hazard:**
- **Geologic/Seismic:**
- **Minerals:**
- **Noise:**
- **Population/Housing Balance:**
- **Public Services/Facilities:**
- **Recreation/Parks:**
- **Schools/Universities:**
- **Septic Systems:**
- **Sewer Capacity:**
- **Soil Erosion/Compaction/Grading:**
- **Solid Waste:**
- **Toxic/Hazardous:**
- **Traffic/Circulation:**
- **Vegetation:**
- **Water Quality:**
- **Water Supply/Groundwater:**
- **Wetland/Riparian:**
- **Wildlife:**
- **Growth Inducing:**
- **Landuse:**
- **Cumulative Effects:**
- **Other:**

**Present Land Use/Zoning/General Plan Use**

Row crop agriculture, grazing, Coastal Agricultural Preservation/Agricultural Preservation Wetlands/Resource Conservation/Resource Conservation-Wetlands

**Project Description:** The project is a conceptual planning document to be used to guide the development of small-scale projects to enhance freshwater habitats which maximizes plant and species diversity and protects sensitive habitats, reduce erosion and sedimentation and improve water quality. The Plan will enable the funding of future projects identified as consistent with an Overall Management plan for the area.
Moro Cojo Management and Enhancement Plan Implementation History

Central Coast Wetlands Group

May 2015

Attachment A

Reviewing Agencies Checklist

KEY
S = Document sent by lead agency
X = Document sent by SCH
✓ = Suggested distribution

Cal-EPA
Air Resources Board
APCD/AQMD
California Waste Management Board
SWRCB: Clean Water Grants
SWRCB: Delta Unit
SWRCB: Water Quality
SWRCB: Water Rights
Regional WQCB # (San Luis Obispo)

Youth & Adult Corrections
Corrections
Independent Commissions & Offices
Energy Commission
Native American Heritage Commission
Public Utilities Commission
Santa Monica Mountains Conservancy
State Lands Commission
Tahoe Regional Planning Agency
Other ____________________

Business, Transportation & Housing
Aeronautics
California Highway Patrol
CALTRANS District #
Department of Transportation Planning (headquarters)
Housing & Community Development

Food & Agriculture
Health & Welfare
Health Services

State & Consumer Services
General Services
OLA (Schools)

Public Review Period (to be filled in by lead agency)
Starting Date April 24, 1996
Ending Date May 24, 1996
Date April 18, 1996

Lead Agency (Complete if applicable):
Consulting Firm: The Habitat Restoration Group
Address: P.O. Box 4006
City/State/Zip: Felton CA 95018
Contact: Kathleen Lyons
Phone: (408) 335 6809

Applicant: Monterey Co. Planning and Bldg. Ins.
Address: P.O. Box 1208
City/State/Zip: Salinas CA 93902
Phone: (408) 759 6600 Steven Maki

For SCH Use Only:
Date Received at SCH ____________________
Date Review Starts ____________________
Date to Agencies ____________________
Date to SCH ____________________
Clearance Date ____________________

Notes:

Moorhead 11:00
Attachment A

NOTE: ADDITIONAL INFORMATION MAY BE ATTACHED AS AN APPENDIX REFERENCED BY TOPIC HEADING AND NUMBER. ALSO, SEE COMMENT SECTION AT END OF INITIAL STUDY.

1. ENVIRONMENTAL SETTING:
Describe site size and topography, natural waterways, flora and fauna, existing land use, historical or cultural significance for both the immediate and surrounding site characteristics.

PLEASE SEE APPENDIX I (Chapter 1, Executive Summary)

2. PROJECT DESCRIPTION:
Describe the type of project by use, physical shape, supporting infrastructure/public facilities. Describe how project will affect the environmental setting. Use quantitative analysis when possible. Attach an 8 1/2" x 11" site plan.

The Moro Cojo Slough Management and Enhancement Plan is a conceptual planning document that is intended for use as a guidance document to ultimately implement a preferred freshwater enhanced environment which maximizes habitat heterogeneity within the Moro Cojo watershed. It is based upon selected criteria developed by the Reserve Advisory Committee (RAC) to the Elkhorn Slough National Estuarine Research Reserve. The selected criteria include:

1) retain both saltwater and freshwater habitats within the lower slough
2) maintain known habitat for rare and endangered species
3) maintain existing saltwater flow in the lower slough below the Southern Pacific Railroad bridge
4) utilize treated, reclaimed water to recharge aquifers
5) create freshwater conditions in the lower slough (east of Highway 1)
6) retain water in lower slough through the creation of impoundments
7) maximize freshwater in lower slough through increased run-off and use of reclaimed water
8) utilize eco-engineering
9) recognize the need for maintenance and monitoring
10) maximize buffers between wetlands and adjacent land uses

Based upon these criteria and policies contained in the North County Land Use Plan, the RAC developed Goals and Objectives to guide the development of the Preferred Plan (see Appendix II)

Additional analysis, design and agreements with willing landowners will be required prior to implementation or construction of any recommended action.

FOR A DETAILED PROJECT DESCRIPTION, PLEASE SEE APPENDIX II (Chapter 2, Introduction and Chapter 10, Preferred Lower Watershed Plan)

3. PROJECT CONSISTENCY WITH OTHER APPLICABLE LOCAL AND STATE PLANS AND MANDATED LAWS:
Use the list below to verify project related plans and their consistency or non-consistency with project implementation.

General Plan/Area Plans

Specific Plans

Water Quality Control Plan \[\text{x consistent}\]

Air Quality Management Plan

Airport Land Use Plans

Local Coastal Program - LUP \[\text{x consistent}\]
5.7 Exposure of people and property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazard?

EARTH: Conclusions to evidence - Persons contacted. Mitigation/Monitoring Measures?
5.1 No action or program is contained in the Preferred Plan that would result in unstable earth conditions or in geologic substructures. Source/Preferred Plan. Mitigation/None required.
5.2 and 5.3 Creation of freshwater impoundment areas and berms for erosion control on agricultural lands is recommended. Installation of erosion control measures requires slight changes in topography and may disrupt soil until stabilized. The overall environmental effect will be positive. Source/Preferred Plan. Mitigation/Sediment management plans for creation of freshwater impoundments and erosion control will be required as part of County Grading Permit. The freshwater impoundment areas and berms will slow erosion and enhance wetland areas and have a beneficial impact.
5.4 and 5.4 No action or program is contained in the Preferred Plan that would result in the destruction, covering, or modification of any unique geologic or physical features; nor cause any increase in wind or water erosion of soils, either on or off site. Source/Preferred Plan. Mitigation/None required.
5.6 Controlling soil erosion in the watershed and reducing sedimentation in wetlands is a major recommendation of the Preferred Plan. Source/Preferred Plan. Mitigation/None required. The recommendation will have a beneficial impact.
5.7 No action or program is contained in the Preferred Plan that would result in the exposure of people and property to geologic hazards. Source/Preferred Plan. Mitigation/None required.
Attachment A

Mitigation/None required, these recommendations will have a beneficial effect.

7.2 The Preferred Plan would change absorption rates and drainage patterns in the wetland areas. The possible creation of freshwater impoundments may result in partial or full inundation on approximately 375 acres below the 10-foot contour between the SPRR and Highway 1. These impoundments could have a beneficial impact on absorption rates and provide localized relief from saltwater intrusion which plagues the area. The installation of erosion control measures could change drainage patterns on farmland to reduce soil erosion and also could reduce the transport of pesticides, fertilizers and chemicals into the entire slough system. For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Source/Preferred Plan. Mitigation/None required, these recommendations will have a beneficial effect.

7.3 As indicated in 7.2, approximately 375 acres below the 10-foot contour could result in partial or full inundation. Other agricultural lands may require protection from flooding. Inundation of the alkali grassland west of SPRR may cause a gradual conversion of the area to freshwater plant species. Freshwater impoundments east of SPRR may convert the brackishwater marsh areas to a more freshwater habitat. Source/Preferred Plan. For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Mitigation/These areas will require purchase or conservation easements, or some other acquisition method from willing landowners prior to project implementation. (see Table 10-1). Also mitigations would include the construction of earthen berms at the 10-foot contour and management/upgrade of existing drainage pump systems. These actions would increase habitat values of the slough system.

7.4 As indicated above, the Preferred Plan could result in partial or full inundation of approximately 375 acres. Source/Preferred Plan. For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Mitigation/None at the above analysis concludes potential inundation will have a beneficial effect.

7.5 As previously indicated the Preferred Plan recommends the use of agricultural berms at the 10-foot contour, and "eco-dams" of hay bales or a flashback dam to impound water. These actions would reduce erosion, thus reducing sediments and turbidity. Source/Preferred Plan. For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Mitigation/None required as these recommendations would have a beneficial impact.

7.6 and 7.7 As indicated above, the Preferred Plan could result in the partial or full inundation of approximately 375 acres below the 10-foot contour. These waters could conceivably infiltrate into the immediate upper groundwater aquifer resulting in a beneficial impact to existing saltwater intrusion problems in the immediate area. Source/Preferred Plan. For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Mitigation/None required as this recommendation would have a beneficial impact.

7.8 The Preferred Plan contains no actions or programs that would cause a reduction in the amount of water otherwise available for public water supplies. Source/Preferred Plan. Mitigation/None required.

7.9 As indicated above, the Preferred Plan could partially or fully inundate approximately 375 acres below the 10-foot contour (all such lands are undeveloped). Partially or fully inundated lands are either habitat lands designated as "Resource Conservation", not in agricultural production; poor agricultural lands designated "Agricultural" not in
Attachment A

9. **ANIMAL LIFE:**

<table>
<thead>
<tr>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
</tr>
</tbody>
</table>

9.1 Change in the diversity of species, or number of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects)?

9.2 Reduction of the numbers of any unique, rare or endangered species of animals?

9.3 Introduction of a new species of animals into an area, or result in a barrier to the migration or movement of animals?

9.4 Deterioration to existing fish or wildlife habitat?

**ANIMAL LIFE**: Conclusions/evidence - Persons contacted. Mitigation/Monitoring Measures?

9.1 The freshwater impoundments are expected to enhance the existing grassland areas for waterfowl nesting and foraging thus increasing habitat values throughout the slough system and maximizing diversification of species.

The Preferred Plan includes the opportunity to create an island within the slough to facilitate breeding by shorebirds or waterfowl, while offering protection from predators such as red fox and feral dogs. Source/Preferred Plan. Mitigation/None as habitat diversity and values will increase and result in a beneficial impact. The installation of the flashboard dam at SPRR is not anticipated to impact existing breeding areas of the Santa Cruz long-toed salamander, tiger salamander and red-legged from as inundation levels will be controlled. These habitat areas are located in the very upper reaches (east of Castroville Boulevard adjacent to the High School [Figures 5-4 and 11-11] of Moro Cojo Slough. These upper-riparian areas are likely to retain soil moisture as a result of the flashboard dam, thus improving habitat values for these amphibians. Source/Preferred Plan. Mitigation/Construction, maintenance and monitoring of flashboard dam to be established in consultation, or permitting by Dept. of Fish and Game and US Fish and Wildlife. The freshwater impoundments can be expected to result in an increase in freshwater mosquito population. Source/North Salinas Valley Mosquito Abatement District. Preferred Plan. Mitigation/Coordination implementation of the Preferred Plan with the Mosquito Abatement District.

9.2 The freshwater impoundments could impact 15 acres of known habitat for the brackishwater snail and potential habitat for the tidewater goby in the main slough channel downstream of the SPRR. Source/Preferred Plan. Mitigation/Preferred Plan incorporates measures to control the release of freshwater into the main slough channel through use of "non-engineering" hay bale impoundments, or more traditional methods such as the installation of flashboard dams. More detailed design of the dams, coupled with sampling of snail populations and sampling to determine the presence of the tidewater goby is required to determine potential mitigations at the time of specific project review of proposed dams. Consultation and/or permitting with California Dept. of Fish and Game and the US Fish and Wildlife Service will be required. No action or program of the Preferred Plan would result in the introduction of new animal species or result in a deterioration to existing fish or wildlife. Dept. of Fish and Game and the US Fish and Wild life Service may which to introduce the Tide Water Goby into the area based upon habitat modifications proposed in the Preferred Plan. Source/Preferred Plan. Mitigation/Consultation and/or permitting with California Dept. of Fish and Game and the US Fish and Wildlife Service.
### Attachment A

<table>
<thead>
<tr>
<th>13.</th>
<th>POPULATION</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
<tr>
<td>13.1</td>
<td>Will the proposal alter the location, distribution, density, or growth rate of human population of an area?</td>
<td>X</td>
</tr>
</tbody>
</table>

**POPULATION: Conclusions w/evidence - Persons contacted. Mitigation/Monitoring Measures?**
13.1 No action or program is contained in the Preferred Plan that would alter the location, distribution, density, or growth rate of human population in the area. Source/Preferred Plan. Mitigation/None required.

<table>
<thead>
<tr>
<th>14.</th>
<th>HOUSING:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
<tr>
<td>14.1</td>
<td>Will the proposal affect existing housing, or create a demand for additional housing?</td>
<td>X</td>
</tr>
</tbody>
</table>

**HOUSING: Conclusions w/evidence - Persons contacted. Mitigation/Monitoring Measures?**
14.1 No action or program is contained in the Preferred Plan that would affect existing housing, or create a demand for additional housing. Source/Preferred Plan. Mitigation/None required.

<table>
<thead>
<tr>
<th>15.</th>
<th>TRANSPORTATION/CIRCULATION:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
<tr>
<td>15.1</td>
<td>Generation of substantial additional vehicular movement?</td>
<td>X</td>
</tr>
<tr>
<td>15.2</td>
<td>Effects on existing parking facilities, or demand for new parking?</td>
<td>X</td>
</tr>
<tr>
<td>15.3</td>
<td>Substantial impact upon existing transportation systems?</td>
<td>X</td>
</tr>
<tr>
<td>15.4</td>
<td>Alteration to present patterns of circulation or movement of people/goods?</td>
<td>X</td>
</tr>
<tr>
<td>15.5</td>
<td>Alterations to waterborne, rail, or air traffic?</td>
<td>X</td>
</tr>
<tr>
<td>15.6</td>
<td>Increases in traffic hazards to motor vehicles, bicyclists or pedestrians?</td>
<td>X</td>
</tr>
</tbody>
</table>

**TRANSPORTATION/CIRCULATION: Conclusions w/evidence - Persons contacted. Mitigation/Monitoring Measures?**
15.1, 15.2, 15.3, 15.4, 15.5, and 15.6 No action or program is contained in the Preferred Plan that would result in any impacts to Transportation/Circulation in the area. Source/Preferred Plan. Mitigation/None required.

<table>
<thead>
<tr>
<th>16.</th>
<th>PUBLIC SERVICES:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:</td>
<td>NO</td>
</tr>
</tbody>
</table>
Attachment A

<table>
<thead>
<tr>
<th>HAZARDS/HUMAN HEALTH:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
<tr>
<td>19.1 A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?</td>
<td>X</td>
</tr>
<tr>
<td>19.2 Possible interference with an emergency evacuation plan?</td>
<td>X</td>
</tr>
<tr>
<td>19.3 Creation of any health hazard or potential health hazard?</td>
<td>X</td>
</tr>
<tr>
<td>19.4 Exposure of people to potential health hazards?</td>
<td>X</td>
</tr>
</tbody>
</table>

HAZARDS/HUMAN HEALTH: Conclusions w/ evidence - Persons contacted. Mitigation/Monitoring Measures?

19.1 and 19.2 No action or program is contained in the Preferred Plan that would create the risk of an explosion or the release of hazardous substances. Source/Preferred Plan. Mitigation/None required.

19.3 and 19.4 The freshwater impoundments are expected to increase the freshwater mosquito population. The freshwater winter mosquito has increased its presence in the region over the last nine years and is considered a serious public health and resource management concern. Source/Preferred Plan and North Salinas Valley Mosquito Abatement District. Mitigation/Aerial spraying of oil has been utilized to control this mosquito. Implementation of the Preferred Plan will be coordinated with the Mosquito Abatement District to prevent any serious public health impacts.

<table>
<thead>
<tr>
<th>AESTHETICS:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
<tr>
<td>20.1 The obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?</td>
<td>X</td>
</tr>
</tbody>
</table>

AESTHETICS: Conclusions w/ evidence - Persons contacted. Mitigation/Monitoring Measures?

20.1 No action or program is contained in the Preferred Plan that would result in impacts to scenic vistas, public views or create an aesthetically offensive site open to public view. Source/Preferred Plan. Mitigation/None required.

<table>
<thead>
<tr>
<th>CULTURAL RESOURCES:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
<tr>
<td>21.1 The alteration of, or the destruction of, a prehistoric or historic site?</td>
<td>X</td>
</tr>
<tr>
<td>21.2 Adverse physical or aesthetic effects to a prehistoric or historic building, structure or object?</td>
<td>X</td>
</tr>
<tr>
<td>21.3 Does the proposal have the potential to cause a physical change which would affect unique ethnic or cultural values?</td>
<td>X</td>
</tr>
<tr>
<td>21.4 Restrict existing religious or sacred uses within the potential impact area?</td>
<td>X</td>
</tr>
</tbody>
</table>
Attachment A

24. STATEMENT OF MANDATORY FINDINGS OF SIGNIFICANCE:

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this Initial Study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

Not applicable

25. ADDITIONAL COMMENTS

None

26. ATTACHED APPENDICES

1) Environmental Setting (Chapter 1, Executive Summary

2) Project Description (Chapter 2, Introduction and Chapter 10, Preferred Lower Watershed Plan)
Figure 0-1 Monterey Bay area showing the location Moro Cojo Slough within the Elkhorn Slough Watershed and the major rivers and sloughs in the area (from ABA Consultants)
Attachment A

CULTURAL RESOURCES: Conclusions and evidence - Persons contacted, Mitigation/Monitoring Measures?
21.1, 21.2, 21.3 and 21.4. No action or program is contained in the Preferred Plan that would result in impacts to cultural resources. Source/Preferred Plan. Mitigation/None required.

22. CUMULATIVE/GROWTH INDUCING IMPACTS:

NOTE: Describe any cumulative/growth inducing impacts that may occur due to implementation of the project. Identify checklist topics related to the impact and provide adequate evidence.

No action or program is contained in the Preferred Plan that would result in any cumulative/growth inducing impacts that may occur due to implementation. Source/Preferred Plan. Mitigation/None required.

23. FEASIBLE PROJECT ALTERNATIVES:

NOTE: If there are significant environmental impacts caused by the project that are unmitigable below significance, describe below any possible project alternatives that would have less environmental impacts.

NO SIGNIFICANT ENVIRONMENTAL IMPACTS WOULD BE CAUSED BY THE PROJECT THAT ARE UNMITAGABLE. MITIGATIONS ARE IDENTIFIED WITHIN THIS DOCUMENT.

The RAC considered four alternatives to the selected Preferred Plan to enhance resources in the watershed of Moro Cojo Slough:

1) Tidal regime
2) Partially tidal regime
3) Enhanced existing condition
4) No project

Each of the four alternatives evaluated suggest actions to protect existing significant biotic resources, increase overall habitat values within the slough environs, resolve existing resource problems and land use conflicts and provide passive recreational/educational uses. These alternatives are described in Appendix II, pp. 10-6 to 10-9. The RAC selected the Preferred Plan as the most environmentally beneficial plan as it maximizes habitat heterogeneity by increasing freshwater habitats within the Moro Cojo Slough system.
**Attachment A**

### Public Services

<table>
<thead>
<tr>
<th>Question</th>
<th>Significance</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.1 Fire protection?</td>
<td>X</td>
</tr>
<tr>
<td>16.2 Police protection?</td>
<td>X</td>
</tr>
<tr>
<td>16.3 Schools?</td>
<td>X</td>
</tr>
<tr>
<td>16.4 Parks or other recreational facilities?</td>
<td>X</td>
</tr>
<tr>
<td>16.5 Maintenance of public facilities, including roads?</td>
<td>X</td>
</tr>
<tr>
<td>16.6 Other governmental services?</td>
<td>X</td>
</tr>
</tbody>
</table>

PUBLIC SERVICES: Conclusions w/evidence - Persons contacted. Mitigation/Monitoring Measures?

16.1, 16.2, 16.3, 16.4, 16.5, and 16.6. No action or program is contained in the Preferred Plan that would have any impacts to public services. Source/Preferred Plan. Mitigation/None required.

### Utilities

<table>
<thead>
<tr>
<th>Question</th>
<th>Significance</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. Will the proposal result in:</td>
<td></td>
</tr>
<tr>
<td>17.1 A need for new systems, or substantial alterations to the area utilities?</td>
<td>X</td>
</tr>
</tbody>
</table>

UTILITIES: Conclusions w/evidence - Persons contacted. Mitigation/Monitoring Measures?

17.1 No action or program is contained in the Preferred Plan that would have any impacts to utilities. Source/Preferred Plan. Mitigation/None required.

### Noise

<table>
<thead>
<tr>
<th>Question</th>
<th>Significance</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Will the proposal result in:</td>
<td></td>
</tr>
<tr>
<td>18.1 Increases in existing noise levels?</td>
<td>X</td>
</tr>
<tr>
<td>18.2 Exposure of people to severe noises?</td>
<td>X</td>
</tr>
</tbody>
</table>

NOISE: Conclusions w/evidence - Persons contacted. Mitigation/Monitoring Measures?

18.1 No action or program is contained in the Preferred Plan that would have any impacts resulting from noise. Source/Preferred Plan. Mitigation/None required.
**Attachment A**

<table>
<thead>
<tr>
<th>10.</th>
<th>NATURAL RESOURCES:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
</tbody>
</table>

10.1 *Increased in rate of use of natural resources?*

NATURAL RESOURCES: Conclusions wilevidence - Persons contacted. Mitigation/Monitoring Measures?

10.1. The Preferred Plan will have no impact in the rate of use of natural resources as no action or program would affect the natural resources of the area. Source/Preferred Plan. Mitigation/None required.

<table>
<thead>
<tr>
<th>11.</th>
<th>ENERGY:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
</tbody>
</table>

11.1 *Use of substantial amounts of fuel or energy?*  
X

11.2 *Substantial increase in demand upon existing sources of energy, or require the development of new sources of energy?*  
X

ENERGY: Conclusions wilevidence - Persons contacted. Mitigation/Monitoring Measures?

11.1 and 11.2. The Preferred Plan will have no impact on the use, or increase of fuel or energy, or require the development of new sources of energy as no action or program of the Preferred Plan would utilize substantial amounts of energy or demand energy. Source/Preferred Plan. Mitigation/None required.

<table>
<thead>
<tr>
<th>12.</th>
<th>LAND USE</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will the proposal result in:</td>
<td>NO</td>
</tr>
</tbody>
</table>

12.1 *A substantial alteration of the present or planned land use of an area?*  
X

12.2 *Reduction in acreage of any agricultural crops?*  
X

LAND USE: Conclusions wilevidence - Persons contacted. Mitigation/Monitoring Measures?

12.1. The Preferred Plan could result in changes to the present and planned land use in the area as approximately 60 acres of land in agricultural production and designated "Agricultural" could be partially or fully inundated by freshwater impoundments. Also, another 75 acres of agricultural land in production and designated "Agricultural" could be utilized as a buffer to protect the transitional area between agricultural production and partially or fully inundated agricultural lands. Source/Preferred Plan. Mitigation/Acquisition, purchase of easements, or some other method of acquisition from willing land owners would be required prior to planning to construct any water impoundment structure which would impact agricultural lands.

12.2. The freshwater impoundments could result in the loss of up to 60 acres of land in agricultural production. Source/Preferred Plan. Mitigation/Acquisition, purchase of easements, or some other method of acquisition from willing land owners would be required prior to planning to construct any water impoundment structure which would impact agricultural lands.
production, grazing lands designated “Agricultural” and agricultural lands in production (strawberries, artichokes, etc.) designated “Agricultural” (designations from the North County Land Use Plan). It is estimated that up to 60 acres of lands in agricultural production could be affected by inundation. No “people” or residential/commercial/industrial uses could be impacted by partial or full inundation of lands as proposed in the Preferred Plan. Source/Preferred Plan. For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Mitigation/Any lands inundated would require acquisition, conservation easements, or some other acquisition method, or compensation to willing land owners prior to implementation of any specific project which would inundate lands in agricultural production.

<table>
<thead>
<tr>
<th>B. PLANT LIFE</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will the proposal result in:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>NO</th>
<th>POT.</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops and aquatic plants)?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.2 Reduction of the numbers of any unique, rare or endangered species of plants?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.3 Introduction of a new species of plants into an area, or result in a barrier to the normal replenishment of existing species?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLANT LIFE: Conclusions/evidence – Persons contacted. Mitigation/Measures?
6.1 The Preferred Plan proposes creation of winter/early spring freshwater impoundment areas within the marsh plain of the lower slough (below SPERR) and southerly of the confluence of the Castroville and Moro Cojo Slough. The creation of freshwater impoundments would inundate portions of the alkaline grasslands in the lower slough and may cause a gradual conversion to freshwater plant species. The conversion of alkaline grasslands to freshwater species is not considered a significant impact as it is not a species of concern, unique, rare or endangered. Areas of the upper slough (above SPERR) and south of the Moro Cojo Slough along the Castroville Slough would be subject to additional freshwater and may convert the brackish marsh areas to a more freshwater habitat. These actions will increase habitat diversity and values of the slough system. Source/Preferred Plan. Mitigation/None as habitat diversity and values will increase and result in a beneficial impact.

6.2 and 6.3 No action or program in the Preferred Plan would result in an adverse impact to plant life. Actions or programs proposed will result in benefits to any unique, rare or endangered plant, or species of concern which may inhabit the area. Nothing in the Preferred Plan would result in the introduction of any new species of plant. Source/Preferred Plan. Mitigation/None required.
### Attachment A

#### AIR:

<table>
<thead>
<tr>
<th>Will the proposal result in:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><strong>6.1</strong> Substantial air emissions or deterioration of ambient air quality?</td>
<td>X</td>
</tr>
<tr>
<td><strong>6.2</strong> The creation of objectionable odors?</td>
<td>X</td>
</tr>
<tr>
<td><strong>6.3</strong> Alteration of air movement, moisture, or temperature, or any change in climate, either locally or regionally?</td>
<td>X</td>
</tr>
</tbody>
</table>

**AIR:** Conclusions w/evidence - Persons contacted, Mitigation/Monitoring Measures?

6.1, 6.2, and 6.3. No action or program contained in the Preferred Plan would result in any increase in air emissions or deterioration in ambient air quality, create objectionable odor or alternate air movement, moisture, or temperature, change in climate locally or regionally. Source/Preferred Plan contains no action or program which would result in any impact to air. Mitigation/None required.

#### WATER:

<table>
<thead>
<tr>
<th>Will the proposal result in:</th>
<th>Significant Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><strong>7.1</strong> Changes in currents, or the course of direction of water movements, in either marine or fresh waters?</td>
<td>X</td>
</tr>
<tr>
<td><strong>7.2</strong> Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?</td>
<td>X</td>
</tr>
<tr>
<td><strong>7.3</strong> Alterations to the course or flow of flood patterns?</td>
<td>X</td>
</tr>
<tr>
<td><strong>7.4</strong> Change in the amount of surface water in any water body?</td>
<td>X</td>
</tr>
<tr>
<td><strong>7.5</strong> Discharge into surface waters, or in any alteration of surface quality, including but not limited to temperature, dissolved oxygen, or turbidity?</td>
<td>X</td>
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<tr>
<td><strong>7.6</strong> Alteration of the direction or rate of flow of ground waters?</td>
<td>X</td>
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<tr>
<td><strong>7.7</strong> Change in the quantity of groundwaters, either through direct additions or through interception of an aquifer by cuts or excavations?</td>
<td>X</td>
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<tr>
<td><strong>7.8</strong> Substantial reduction in the amount of water otherwise available for public water supplies?</td>
<td>X</td>
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<tr>
<td><strong>7.9</strong> Exposure of people or property to water related hazards such as flooding or tidal waves?</td>
<td>X</td>
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</table>

**WATER:** Conclusions w/evidence - Persons contacted, Mitigation/Monitoring Measures?

7.1. The Preferred Plan would increase freshwater elevations in several previously drained wetland channels, creating a more productive and heterogeneous freshwater habitat. The Preferred Plan proposes the creation of winter/early spring freshwater impoundment areas within the marsh plain of the lower slough (below SPRR) and retention of freshwater within the main slough upstream of SPRR. An “eco-dam” or flashboard dam would be installed at the confluence of Castroville Slough and Moro Cojo Slough to the south of the main slough; thus increasing elevations and adding to currents and the course of water movement. These actions will not result in any modification of the tide gates at Moss Landing Road or saltwater flow below SPRR. The freshwater impoundments are expected to enhance the existing grassland areas for waterfowl nesting and foraging (see page 10-1). For a more detailed analysis of Preferred Plan beneficial impacts see Appendix II, pp. 10-3 to 10-6. Source/Preferred Plan.
Attachment A

4. PROJECTS THAT HAVE LITTLE OR NO POTENTIAL FOR SIGNIFICANT ENVIRONMENTAL IMPACT:

Some proposed applications that are not exempt from CEQA review may have little or no potential for adverse environmental impact related to most of the topics in the Environmental Checklist; and/or potential impacts may involve only a few limited subject areas. These types of projects are generally minor instep, located in a non-sensitive environment, and are easily identifiable and without public controversy. For these types of projects the following finding can be made using the project description, environmental setting, or other information as supporting evidence.

CHECK HERE IF THIS SECTION IS NOT APPLICABLE:

The project does not meet the criteria in this section. Complete the full Environmental Checklist (Sections 5 - 21) contained in the following pages.

FINDING: For the following topics (that are checked off and are also listed in the Environmental Checklist) there is no potential for significant environmental impact to occur from either construction, operation or maintenance of the proposed project.

5. EARTH  11. ENERGY  17. UTILITIES
6. AIR  12. LAND USE  18. NOISE
7. WATER  13. POPULATION  19. HAZARDS
8. PLANTS  14. HOUSING  20. AESTHETICS
9. ANIMALS  15. TRANSPORTATION  21. CULTURAL RESOURCES
10. NATURAL RESOURCES

Topics not checked above must be addressed further in the Environmental Checklist (Sections 5 - 21) on the following pages. For all projects, complete Sections 22 thru 22.

CONCLUSIONS/EVIDENCE TO SUPPORT FINDING ABOVE:

The Moro Cojo Management and Enhancement Plan contains no actions and/or programs that would affect the above checked topics. Evidence/the analysis contained in the following checklist based upon the Management and Enhancement Plan.

ENVIRONMENTAL CHECKLIST
ENVIRONMENTAL IMPACTS/NON-IMPACTS

NOTE:
/  Summarize conclusions for each (EARTH, AIR, etc.) with supporting evidence: why there is the potential for (POT.), why there is (YES), or why there is not (NO) – a significant environmental impact. Use the space provided at the end of each section, or add an attachment with a clear reference.
/  Use information such as other reports, plans or studies as supporting evidence. Add persons/agencies contacted.
/  Include mitigation measures. Include a mitigation monitoring program as an appendix.

5. EARTH:

Will the proposal result in:

<table>
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<tr>
<th>Significant Impact?</th>
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<tr>
<td>NO</td>
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</table>

5.1 Unstable earth conditions or in geologic substructures?  

5.2 Disruptions, displacements, compaction or overcovering of the soil?  

5.3 Change in topography or ground surface relief features?  

5.4 The destruction, covering, or modification of any unique geologic or physical features?  

5.5 Any increase in wind or water erosion of soils, either on- or off-site?  

5.6 Changes in the deposition or erosion of beach sands, or changes in situation which may modify the channel of a river or stream, or the bed of the ocean or any bay, inlet or lagoon?  

Central Coast Wetlands Group 25
INITIAL STUDY

PROJECT NAME: Moro Cojo Slough Management and Enhancement Plan

File PD #90-061

MONTEREY COUNTY, CALIFORNIA

OWNER NAME: Monterey County Planning and Building Inspection Department

Address: P.O. Box 1208, Salinas, CA 93902

LOCATION: Moro Cojo Slough, North Monterey County

STATEMENT OF DETERMINATION/PREPARATION

The following study was prepared by the planner whose signature appears below on behalf of the County of Monterey, State of California.

On the basis of this initial study and any attached or referenced information: (Check One)

The proposed project WOULD NOT have a significant effect on the environment (this includes mitigation measures to change the project to lower significant impacts), and a NEGATIVE DECLARATION should be prepared.

The proposed project MAY have a significant impact on the environment, and an ENVIRONMENTAL IMPACT REPORT should be prepared.

Date: April 18, 1996

Signed: STEVEN MAKI, project planner
# Reviewing Agencies Checklist

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<th>Resources Agency</th>
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<td>__ Boating &amp; Waterways</td>
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<td>__ Coastal Commission</td>
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<td>__ Coastal Conservancy</td>
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<td>__ Parks &amp; Recreation</td>
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<td>__ Reclamation</td>
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<td>__ S.F. Bay Conservation &amp; Development Commission</td>
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<td>__ Water Resources (DWR)</td>
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<td><strong>Business, Transportation &amp; Housing</strong></td>
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<td>__ Aeronautics</td>
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<td>__ California Highway Patrol</td>
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<td>__ CALTRANS District #</td>
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<td>__ Department of Transportation Planning (headquarters)</td>
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<td>__ Housing &amp; Community Development</td>
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<td>__ Health &amp; Welfare</td>
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<td>__ Health Services</td>
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<td><strong>State &amp; Consumer Services</strong></td>
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<td>__ General Services</td>
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<td>__ OLA (Schools)</td>
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**Public Review Period** (to be filled in by lead agency)

Starting Date: April 24, 1996  
Ending Date: May 24, 1996

Signature

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**Lead Agency** (Complete if applicable):

Consulting Firm: The Habitat Restoration Group  
Address: P.O. Box 4006  
City/State/Zip: Felton CA 95018  
Contact: Kathleen Lyons  
Phone: (408) 335 6809

**Applicant:** Monterey Co. Planning and Bldgs. Ins.  
Address: P.O. Box 1208  
City/State/Zip: Selma CA 93662  
Phone: (408) 759 6600  
Steven Maki  
Senior Planner

---

**For SCH Use Only:**

Date Received at SCH  
Date Review Starts  
Date to Agencies  
Date to SCH  
Clearance Date  

Notes: Revised October 1999
Moro Cojo Management and Enhancement Plan Implementation History

Central Coast Wetlands Group

APPLICATION NO.: 3-89-4
Conservancy Project No. CP-2-97

APPLICANT: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS c/o Monterey County Flood Control & Water Conservation district (now the WATER RESOURCES AGENCY (MCWRA)

AGENTS: Joe Madruga, MCWRA; Steven Maki, County Planning

PROJECT LOCATION: Moro Cojo Slough, North Monterey County

ORIGINAL PROJECT DESCRIPTION: Replace three existing 48-inch tidegates and culverts, install headwall, riprap and grading.

ORIGINAL PROJECT APPROVAL: 2/7/89 Approval With Conditions

CONDITION REQUIRING COMPLIANCE: Special Condition #7 requires submittal of a comprehensive wetland management plan for Moro Cojo Slough.

LOCAL APPROVAL OF MANAGEMENT PLAN: Monterey County Board of Supervisors, 10/22/96


SUMMARY OF STAFF RECOMMENDATION:
Staff recommends that the Commission approve the Moro Cojo Slough Management and Enhancement Plan as submitted as (1) fulfilling the requirements of condition #7 of coastal permit #3-89-4 and (2) as being a positive project, funded by the Coastal Conservancy, that furthers Coastal Act policy objectives of wetland protection and restoration, non-point source pollution control, agricultural preservation, flood control, and public access enhancement. Moro Cojo Slough is one of the last major Central Coast wetlands that had lacked a management

3-89-4CO.DOC, Central Coast Area Office

Central Coast Wetlands Group

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plan. Future projects emanating from this Plan will require their own environmental and permit review. Because these future projects are based on voluntary landowner cooperation and grants to be obtained by interested agencies, the Commission's main recommendation to the Coastal Conservancy is to continue to ensure that Plan implementation occurs (see Finding G).

PROCEDURAL NOTE: CONSERVANCY PROJECT REVIEW:

In addition to this item being one of condition compliance, the California State Coastal Conservancy submitted the Moro Cojo Slough Management and Enhancement Plan to the Commission on May 16, 1997 for its review and approval as required by Section 31258 of the Coastal Conservancy Act of 1976. Under Section 31258, following completion of a coastal resource enhancement plan, the Conservancy forwards the plan to the Commission for determination of plan conformity with the policies and objectives of the Coastal Act. The Commission reviews a Conservancy Enhancement Plan when it affects lands over which the Commission retains jurisdiction under Section 30519(b) of the Coastal Act, which includes (potential) public trust lands. In this case, the Coastal Commission retains jurisdiction over portions of Moro Cojo Slough. Section 31258 provides that the Commission has 60 days to review the plan and transmit its findings to the Conservancy. If no findings are made prior to July 16, 1997, the Enhancement Plan is deemed to be approved and consistent with the Coastal Act.

Under the Coastal Act and the Coastal Conservancy Act, the Commission's task is to conduct a conceptual review of the Enhancement Plan and indicate to the Conservancy what provisions, if any, must be included in a final project or plan to find it consistent with the Coastal Act. The submitted Enhancement Plan is not an application for a coastal development permit, and prior to the Conservancy implementing the Enhancement Plan, a coastal development permit for any projects emanating from that Plan must be reviewed and approved by the Coastal Commission or its successor public agency.
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EXHIBITS:  
1. Moro Cojo Slough Management and Enhancement Plan, excerpts  
2. Original permit, 3-89-4, as amended

NOTE: Complete copy of the Management Plan is on file at the Coastal Commission’s Santa Cruz office.
STAFF RECOMMENDATION

The staff recommends that the Commission adopt the following resolutions:

I. Approval

The Commission hereby approves the Moro Cojo Slough Management and Enhancement Plan, as submitted, as being in compliance with condition #7 of Coastal Development Permit 3-89-4, as amended, and

The Commission hereby grants its approval in concept of the Moro Cojo Slough Management and Enhancement Plan, finding that the Plan is in conformity with the provisions of Chapter 3 of the California Coastal Act, and recommends that the Coastal Conservancy ensure its implementation based on the following findings:

II. Findings and Declarations

The Commission hereby finds and declares:

A. BRIEF SUMMARY OF PLAN CONTENTS

Moro Cojo Slough is a major Central Coast wetland within a 17 square mile watershed, located just south of Eelhorn Slough proper. It is part of the Eelhorn Slough estuarine complex in North Monterey County. As described more fully in the Moro Cojo Slough Management and Enhancement Plan, the Slough environs host:

- amphibian migration corridors, potential amphibian breeding sites, potential nesting/foraging habitat for hawks and warblers, egret foraging/roost area, black-shouldered kite roosting area, shorebird and waterfowl nesting and foraging habitat, potential tricolored blackbird nesting habitat, potential amphibian upland habitat and known occurrences of rare and endangered species (Santa Cruz Long-toed Salamander..., California red-legged frog).

Nevertheless, over time, levees, drainage ditches, pumps, grazing and field crop encroachments, the subject tidegates, and other human interventions have altered the natural hydrologic and biotic systems. Thus, the necessity for an enhancement plan.

Major components of the Moro Cojo Slough Management and Enhancement Plan include:

(see Exhibit 1)

- maintain existing operation of tide gate at Moss Landing Road;
- conduct pilot projects on public or non-profit agency-owned lands;
- implement subsequent projects through willing landowners;
- construct freshwater impoundments below 10 foot contour west of SPRR;
- create buffers between agricultural lands and Moro Cojo Slough;
- install flashboard dam to impound water at SPRR track overcrossing;
- install dam at confluence of Castroville and Moro Cojo Sloughs to limit tidal movement;
Attachment B

3-89-4  Condition Compliance: Moro Cojo Slough Management Plan  Page 5

- preserve brackishwater character of main part of Moro Cojo Slough;
- provide flood protection for agricultural lands with levees, berms, or pumps;
- restore Castroville Slough to its 1977 dimensions;
- convert alkali grassland to freshwater plant species west of SPRR.

B. BACKGROUND OF CONDITIONAL REQUIREMENT

1. Imposition of Condition #7 of Coastal Development Permit #3-89-4

In February 1989 the Coastal Commission issued a permit to the Monterey County Department of Public Works to replace three existing 45-inch tidegates and culverts, grade, and install a headwall and riprap on Moro Cojo Slough where it flows under Moss Landing Road (see Exhibit 2). On March 19, 1993 the permit was amended to extend the time limits for condition compliance (which had only been six months). Special Condition #7 of CDF 3-89-4, as amended, states in part:

7. On or before September 30, 1994, in accord with the amendment time schedule (see Exhibit A), the permittee shall submit a comprehensive wetland management plan for Moro Cojo Slough for the Coastal Commission's review and approval. The plan shall be prepared by a qualified biologist/hydrologist. The plan shall determine the effectiveness of the project and identify necessary maintenance measures. The plan shall be based on the material within and the recommendations of the "Biological Assessment of Wetland Environments Impacted by Culvert Repairs at the Mouth of Moro Cojo Slough" by ABA Consultants, November 28, 1988, see exhibit C. A post-project monitoring phase of the plan shall include measurements of salinity and tide height as well as biological observations, and measures for enhancement and restoration of the wetland. The plan shall also contain recommendations regarding adjustments to the tidegates. The final setting shall provide for a range of salinity at the slough mouth depending largely on variations in freshwater inflow as recommended in the project's "Biological Assessment." The plan shall receive prior review and approval by Monterey County Planning Department and any other applicable state and federal agencies.

This condition was imposed because:

The [previous] tidegates were installed to drain the slough of freshwater and prevent tidal flow up slough. However, they have leaked significant quantities of saltwater in the slough since their initial installation according to the Biological Assessment. The Biological Assessment states, "the short and long-term solution to the management of water drainage from Moro Cojo must be developed in a sound wetland management plan.‖ (finding # 2 excerpt)

The new tidegates could completely eliminate salt water flow in the Slough. Conversely, they could be operated to allow more salt water in to mix with the fresh water. Their installation and operation could also affect the quantity of water in the Slough. Thus, in order to know how they should be operated and maintained, it is necessary to first come to an agreement as to the management goal for Moro Cojo Slough, (i.e., what should be its optimal condition). This requires development of a comprehensive management plan that catalogs all potential uses (e.g., flood control, agriculture, habitat) and derives recommendations that would be acceptable to the various resource agencies based on their statutory responsibilities. Preparation of a comprehensive management plan was also a requirement of North Monterey County Land Use Plan (see Finding F below).
2. Interim Operation of Approved Tide Gates

Because a management plan would take some time to prepare, and the existing tidegates were no longer functional, the permit authorized interim operation of the new tide gates under certain conditions. The tide gates were installed in early 1989. The project included a 12 inch by 20 inch slide gate to allow limited tidal to flow into Moro Cojo Slough. Further modifications are possible were it found desirable to allow more salt water into the Slough.

As cited, Condition #7 required post-project monitoring of salinity and tide height as well as biological observations. In 1993 the permit condition was amended to specifically require annual monitoring reports for the Moro Cojo Slough tidegates until completion of the Management Plan:

The annual report shall continue to determine project effectiveness, identify maintenance measures, include an operation schedule for implementation of recommended maintenance measures, implement recommendations included in the previous annual monitoring report(s), and continue post-project monitoring criteria as set-forth ...

Annual monitoring reports showed that the resultant water levels were generally satisfactory and that, with routine maintenance, the tidegates were functioning properly.

3. Preparation of Required Management Plan

Meanwhile, management plan preparation was an extensive process. It began with preparing grant requests and ultimately receiving funding from the California Coastal Conservancy in June 1992. Following this guarantee of funding, a request for proposals was prepared in August 1992 and a contract with work program was signed with the selected consultants in March 1993. Documents subsequently prepared included an Existing Conditions report (March 1994), a response to comments on the Existing Conditions report (June 1994), a Resource Enhancement alternatives report (June 1994), and draft final Management Plan (December 1994). Two years later public hearings, culminating in favorable votes, were held by the North County Advisory Committee, the Monterey County Planning Commission, and the Board of Supervisors. After Plan adoption on October 22, 1996, the various revisions were incorporated into a final printing, which was completed in late April 1997.

C. PROCEDURAL COMPLIANCE WITH PERMIT CONDITIONS

Preparation of the Moro Cojo Slough Management and Enhancement Plan met the procedural requirements of Condition #7 with the exception of the time limits. The report was prepared by a qualified biological firm (The Habitat Restoration Group) in conjunction with a qualified hydrological firm (Mitchell Swanson and Associates). The report was guided by a technical advisory committee: Elkhorn Slough’s RAC (Research Advisory Council) which included representatives of the State Department of Fish and Game and U.S. Fish and Wildlife Service. Monterey County Planning Department provided the staff support.

Although the consultant’s work program followed the time lines submitted as part of the permit amendment, final report completion did not meet the revised September 30, 1994, deadline. A draft
Attachment B

3-89-4  Condition Compliance: Moro Cojo Slough Management Plan  Page 7

plan was released soon after the deadline, but it took another year and one-half to bring a final plan to the decision-making bodies for approval. An additional time extension for condition compliance was not sought. However, good faith progress was made in the planning process, there were no deliberate delays, and no interim adverse resource impacts are known to have occurred as a result of the schedule lapses. Therefore, this timing problem does not deter the Commission from approving the Management Plan.

D. SUBSTANTIVE COMPLIANCE WITH PERMIT CONDITIONS

The Plan basically finds that the culvert system installed pursuant to permit #3-89-4 works well, does not harm the environment, and needs no further special adjustment nor maintenance. The Plan notes that "very little inflow [into Moro Cojo Slough] occurs because of the highly effective tide gates at Moss Landing Road." (page 4-4) An accompanying Figure 4-3 shows recent tidal monitoring results recorded above and below the tide gates. Inland of the gates water levels are around -2 feet MSL. Seaward they range upward to 4 feet MSL. The Plan goes on to note that:

[if the tidegates] were not present, seawater would likely reach areas near Castroville Boulevard [three miles inland]. Present management of the tide gates by MCWRA allow tidal inflow up to ~2 feet MSL in elevation...[The tidegates] ha[ve] virtually eliminated seawater exchange and tidal inundation. The dam contains a set of four 48-inch diameter culverts, each fitted with a flap gate to prevent tidal seepage; one flap gate has a small 12-inch by 20-inch slide gate that allows minor tidal inflows. The M CWRA manages tidal levels in the slough between -2.0 and -1.5 feet MSL to prevent flooding of residential and agricultural lands.

In developing the Plan, the consultants offered various scenarios to enhance resources within the lower watershed of Moro Cojo Slough, such as Alternative A Tidal Regime and Alternative B Partially Tidal Regime. The RAC evaluated each alternative based on a series of criteria which included maintaining known habitat for rare and endangered species (see page 10-1). Based on the criteria, the RAC selected Alternative D, Winter/Spring Freshwater Conditions as the preferred plan. "The preferred plan does not modify the existing tidal environment below the SPRR [railroad]. The tide gates at Moss Landing Road will be retained and operated in the same manner as the existing operation." (page 10-3). The Plan proposes installation of a flashboard dam at SPRR to restrict tidal movement and to allow upstream impoundment of freshwater during the winter and spring. Other freshwater impoundments would also be created (see Figure 11-1 of Exhibit 1)

The Plan is fairly comprehensive for a wetland management plan, as condition #7 requires. It covers hydrology, biologic resources, buffers, public access and recreation among other topics. In fact, in the Commission’s Regional Cumulative Impact Assessment Project (ReCAP), it ranked high among wetland management plans in terms of topics covered. Out of eleven topics Central Coast deemed important to be in wetland plan, eight are adequately covered (the average number of topics covered for all wetland plans reviewed was 5.5).

The main deficiency in the Plan is the lack of a stated implementation commitment, which is discussed in Finding G below. A related omission is a discussion of interagency coordination provisions. In this case, it can be assumed that the Water Resources Agency will continue to operate and maintain the tidegates. But the Plan mentions numerous other agencies as having possible implementation roles.

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Also, the Plan is not a watershed management plan. Although it suggests Best Management Practices to protect water quality throughout the watershed and presents mapped information on a watershed basis, it does not contain the detail expected of a comprehensive watershed management plan, especially for the upper watershed. However, it does provide the basis for such a future planning process, and opportunities will likely exist for one to occur in the coming years.

II. CONSISTENCY WITH COASTAL ACT

1. Resource Protection and Enhancement

The following Coastal Act sections are relevant:

Section 30001: The Legislature further finds and declares that the basic goals of the state for the coastal zone are to:

(a) Protect, maintain, and where feasible, enhance and restore the overall quality of the coastal zone environment and its natural and artificial resources.

Section 30231: The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

Section 30233: (a) The diking filling or dredging of open coastal waters, wetlands, estuaries and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following:

(5) Incidental public service purposes, including but not limited to, burying cables and pipes or inspection of piers and maintenance of existing intake and outfall lines.

(7) Restoration purposes.

(8) Nature study, aquaculture, or similar resource dependent activities.

(c) In addition to the other provisions of this section, diking, filling or dredging in existing estuaries and wetlands shall maintain or enhance the functional capacity of the wetland or estuary.

Section 30240: (a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.
Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be steed and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat and recreation areas.

The Moro Cojo Slough Management and Enhancement Plan contains a number of objectives that will further these and related Coastal Act and North County Land Use Plan policies (see Exhibit 1). Basically, the Management Plan calls for the restoration and enhancement of degraded wetland areas. In addition, it calls for expanding wetland areas. For example, impoundments are proposed that will result in additional freshwater wetland area available for waterfowl nesting and foraging. Finally, it contains numerous provisions, such as erosion control measures, designed to prevent adverse impacts on the wetlands from development within the entire Moro Cojo Slough watershed.

Implementation of the Plan will involve work in and adjacent to wetlands. This work should be consistent with Section 30233a(7), because it will be for restoration purposes. Additionally, it is planned to be the least environmentally damaging alternative, using "eco-engineering," i.e., low-impact construction measures. Nevertheless, detailed plans for individual projects will have to be analyzed for consistency with the above-cited Coastal Act and related Land Use Plan policies. It is possible that mitigation measures will be imposed, including pre-construction surveys, on-site biological observation, and post-construction monitoring. The Management Plan explicitly recognizes the need for future permit and environmental analysis and the possible modification of the conceptual recommendations, especially with regard to endangered species protection. Thus, the Plan is conceptually consistent with the above-cited resource protection policies.

2. Agriculture

The following excerpts from the Coastal Act are applicable:

Section 30241. The maximum amount of prime agricultural land shall be maintained in agricultural production to assure the protection of the areas agricultural economy, and conflicts shall be minimized between agricultural and urban land uses through all of the following:

Section 30007.5. The Legislature finds and recognizes that conflicts may occur between one or more policies of the division. The Legislature therefore declares that in carrying out the provisions of this division such conflicts be resolved in a manner which on balance is the most protective of significant coastal resources...

Section 30200(b) Where the commission or any local government in implementing the provisions of this division identifies a conflict between the policies of this chapter, Section 30007.5 shall be utilized to resolve the conflict and the resolution of such conflicts shall be supported by appropriate findings setting forth the basis for the resolution of identified policy conflicts.

Full implementation of the Plan could result in the loss of up to 135 acres of land designated for and in agricultural production, such as strawberry fields. Additional acreage in production or used for grazing, but designated for "Resource Conservation," not "Agricultural Preservation" may also be converted back to wetlands or wetland buffer. Both agricultural lands and riparian wetlands are...
considered significant coastal resources under the Coastal Act. In this particular case, the area has gradually been converted from wetland and adjacent upland native habitat to agricultural use, generally without regard to resource protection (e.g., buffering, controlling runoff on-site, slope stability, etc.). Implementation of the proposed plan will bring the area more into balance: agriculture will still be a predominant use of the watershed, but some natural areas will be expanded and enhanced. The Plan calls for measures that will reduce direct and indirect adverse impacts from agriculture (e.g., grazing destroying wetland vegetation, pesticides running off into Slough). In this case, implementation of the wetland restoration project is most protective of coastal resources, and can be distinguished from other agricultural conversion situations, because:

- the area in question historically comprised riparian and wetland habitat;
- a higher percentage of coastal wetlands have historically been lost than coastal agricultural lands (agricultural expansion in North Monterey County is a recent occurrence);
- the project will expand the existing Moro Cojo Slough wetland ecosystem, a component of the Elkhorn Slough estuarian system (one of the most important wetland systems in the State).

In conclusion, although the Enhancement Plan provisions do not meet the intent of Section 30241 because the acreage in agricultural use will be moderately reduced, the Plan can be conceptually approved, pursuant to the cited balancing provisions of the Coastal Act because it will facilitate the protection and enhancement of an important coastal wetland. In this case, the benefits for the wetland outweigh the reduction in agricultural acreage, and therefore in terms of Coastal Act Section 3007.5 is the most protective of significant coastal resources.

3. Flood Control

The following excerpts of Coastal Act provisions are relevant

*Section 30253 (1) Minimize risks to life and property in areas of high geologic, flood, and fire hazard*

*Section 30236: Channelizations, dams, or other substantial alterations of rivers and streams shall incorporate the best mitigation measures feasible, and be limited to (1) necessary water supply projects, (2) flood control projects where no other method for protecting existing structures in the flood plain is feasible and where such protection is necessary for public safety or to protect existing development, or (3) developments where the primary function is the improvement of fish and wildlife habitat.*

*The Moro Cojo Slough Management and Enhancement Plan incorporates flood control into its objectives. The original tide gate project which presaged the Management Plan was primarily a flood control project. It was designed to prevent flooding of adjacent properties both by keeping excessive tidal flows from entering the Slough and by allowing excessive water that had entered the Slough due to precipitation to leave. As noted above, the Plan maintains the original flood control components. However, the Plan also includes programs which will increase the amount of flooded area. These programs will be further planned with the consent of the property owner. Thus, the Plan presents no additional flood hazard threat, as easements or other measures will be in place before any additional land is flooded. Additionally, the Plan calls for new levees, berms, or pump stations as needed to provide tidal and flood protection for agricultural land west of SPRR (page 10-12). Again, the exact
4. Public Access

The following excerpts from the Coastal Act are applicable:

**Section 30210.** In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

**Section 30212.** (a) Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects except where:

1. It is inconsistent with public safety, military security needs, or the protection of fragile coastal resources,

2. Adequate access exists nearby, or,

3. Agriculture would be adversely affected.

(c) Nothing in this division shall restrict public access nor shall it excuse the performance of duties and responsibilities of public agencies which are required by Sections 66478.1 to 66478.14, inclusive, of the Government Code and by Section 4 of Article X of the California Constitution.

**Section 30214.** a) The public access policies of this article shall be implemented in a manner that takes into account the need to regulate the time, place, and manner of public access...

(c) In carrying out the public access policies of this article, the commission and any other responsible public agency shall consider and encourage the utilization of innovative access management techniques, including, but not limited to, agreements with private organizations which would minimize management costs and encourage the use of volunteer programs.

The Plan contains some public access and education provisions. Included are proposed trails (page 11-6, figures 9-1 & 11-1). A broad, watershed-wide education program is also envisioned. Detailed access and education proposals are to be developed. At this time, the Plan is conceptually consistent with the Coastal Act access policies and will help carry them out.
F. CONSISTENCY WITH LOCAL COASTAL PROGRAM

The North County Land Use Plan segment of the Monterey County Local Coastal Program, certified by the Coastal Commission in June, 1982, provides for protection of the plant and wildlife values of all wetland areas, for development of a comprehensive natural resource and water basin management plan for North County, and for wetland management plans for the sloughs and estuarine areas. The Moro Cojo Slough Management and Enhancement Plan thus complies with part of Recommended Action 2.3.4.2 of the Land Use Plan, which calls for the preparation of such a comprehensive plan for the entire Elkhorn Slough complex, of which Moro Cojo is a significant component.

The North [Monterey] County Land Use Plan, designates the immediate Moro Cojo Slough area as "Resource Conservation, Wetlands and Coastal Strand." The Land Use Plan (p. 69) describes this land use category as follows:

Protection of sensitive resources, plant communities, and animal habitats is emphasized. This land use is applied to wetlands, dunes, and riparian corridors under the Wetlands and Coastal Strand Category, and to sensitive forest and upland habitats. Only very low intensity uses and supporting facilities compatible with protection of the resource are allowed. Uses would include low intensity recreation, education, and research, and where no feasible alternative exists, essential public utility lines outside of Elkhorn Slough... In appropriate wetland areas, aquaculture would also be encouraged. Agricultural uses which would destroy or disrupt the habitat area not allowed.

The Management Plan does not more precisely define what uses should or should not occur within the immediate "Resource Conservation" area; this general Land Use Plan category will still govern. Some areas beyond the immediate Slough affected by the Management Plan are designated "Agricultural Preservation" as noted above. Given the various Land Use Plan policies supportive of wetland restoration, removing these areas from agricultural production would be acceptable. Nevertheless, the County may eventually seek to amend the Land Use Plan map to reflect changes resulting from implementing this Management Plan.

Portions of Moro Cojo Slough remain under the Coastal Commission's direct ("original") permit jurisdiction. But the majority of the area subject to the Moro Cojo Slough Management and Enhancement Plan falls within the coastal permit jurisdiction delegated to Monterey County. There are many specific policies in the Land Use Plan derived from the Coastal Act policies cited above that will govern specific permit applications that may emanate from implementing the Enhancement Plan. At this time no major inconsistencies are apparent between the Enhancement Plan and the Land Use Plan. The Enhancement Plan contains flexible language which will allow individual projects to be modified to meet Land Use Plan standards.

G. PLAN IMPLEMENTATION

Implementation mechanisms are spelled out to varying degrees in the Plan text. The Plan addresses future regulatory requirements, phasing/priorities, costs, feedback, possible agency involvement. The Plan does not explicitly describe how implementation will be assured.

Central Coast Wetlands Group

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1. Regulatory Requirements

The Plan notes that implementation will also require several permits from regulatory agencies. (Page 10-3). The Plan is conceptual. Detailed drawings of proposed projects are not included. Therefore, although the second paragraph of condition #7 of coastal permit #3-89-4 requires that all plan recommendations be implemented in a timely manner, this condition sign-off of the Plan does not constitute authorization to proceed with any Plan component unless it is defined as "development." Such future projects will require coastal development permits from Monterey County or the Coastal Commission (depending on project location).

2. Phasing/Priorities/Feedback

The Plan divides recommended projects among four phases:

I. Education and Enforcement through Existing Programs (Year 1 and on-going)
II. Establish Buffers between Wetlands and Other Lands with Willing Landowners
III. Ecological Engineering
IV. Design and Implement Structural Engineering Actions

Phases II through IV may be modified after the implementation and evaluation of a pilot project in Phase I. Phase I provides for pilot projects on public, and/or non-profit agency owned lands in Years 1 through 10 to test the effectiveness of the management actions and to evaluate any impacts they may have on adjacent agricultural activities; thereby offering modifications to correct any deficiencies to remaining management actions through the remaining phases. (Page 10-2).

3. Responsibilities

The Plan includes cost estimates for various components and suggests possible funding sources. However, the Plan text does not indicate how implementation will be ensured. It does not state a commitment of particular personnel (e.g., staff project manager, task force) to attempt to gain landowner cooperation (as most recommendations are voluntary), obtain funding (as most recommended components will require a source of funding), and generally keep the projects on track. This is envisioned by Land Use Plan Recommended Action #2.3.4.2 which states, "...Once the plan is completed, management responsibility for the wetland areas should be assigned to an agency with adequate technical and supervisory staff to implement the plan." This specific assignment did not occur in concert with the Board of Supervisors' action approving the Plan.

Nevertheless, under condition #7 the County will be required to report to the Commission over the next five years as to implementation. A letter from the County Planning Director (Slimon to Strnad, Otter, & Hyman 9/30/96) indicates that the Board action in approving the Plan is indicative of continued support of various public and non-profit agencies to secure grant funding to implement the Plan. The Plan provides a framework for future funding applications. County Planning staff has continued to be involved in Plan implementation.

The Coastal Conservancy already has some funding available to implement some Plan components and has taken the lead to ensure that implementation does occur. An informal task force has been meeting periodically for this purpose. Some other agencies (e.g., Natural Resources Conservation Service, Elkhorn Slough Foundation) are already exploring ways to

Central Coast Wetlands Group

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implement some Plan recommendations. The Coastal Commission recommends that final adoption of the Moro Cojo Slough Management and Enhancement Plan by the Coastal Conservancy be accompanied by a commitment to ensure that the Plan will be implemented.

H. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A Negative Declaration was adopted by the Monterey County Board of Supervisors concurrent with the adoption of the Moro Cojo Slough Management and Enhancement Plan. The Coastal Commission concurs in its adoption and associated findings of no significant environmental impact. The Coastal Conservancy will also make a CEQA finding when it approves the Plan. Additional CEQA review will be necessary for implementation of some of the recommendations.

I. APPROVAL IN CONCEPT FOR CONSERVANCY ENHANCEMENT PLAN

In conclusion, with regard to the upcoming Coastal Conservancy action, the Coastal Commission grants its approval in concept to the Moro Cojo Slough Management and Enhancement Plan. This conceptual approval is granted with the recommendation to continue to ensure that the Plan is implemented. The project proponent (be it the Coastal Conservancy, Monterey County, or another entity) must apply for and receive a coastal development permit from the Commission and/or Monterey County before implementing the Enhancement Plan or portion(s) thereof. At that time, the permit applicant(s) will need to demonstrate that the Enhancement Plan is fully consistent with the Chapter 3 policies of the Coastal Act and (with respect to the County’s coastal permit jurisdiction) the relevant North County Land Use Plan provisions.
# Table 10-1. Summary of Lower Watershed Preferred Alternative Plan Actions, Moro Cojo Slough Management and Enhancement Plan, By Phase

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PHASE I</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Hydrologic Actions</strong></td>
<td></td>
</tr>
<tr>
<td>H-4. Maintain existing operation of tide gate at Moss Landing Road (Sanddorn Dune) to allow for tidal action and storms. (Addresses RAC criteria 1, 2 and 3; Plan Objectives B-2, B-5, W-4 and A-2.)</td>
<td>I</td>
</tr>
<tr>
<td><strong>Agricultural Actions</strong></td>
<td></td>
</tr>
<tr>
<td>A-4. Through willing landowners, obtain conservation easement, purchase or land exchange to restore Castroville Slough to its 1977 dimensions. Investigate various designs, such as a lowered berm on one bank, to allow wetland restoration, compatible with adjacent agricultural land use and water quality protection. (Addresses RAC criteria 5; Plan Objectives B-2, B-5, B-7, W-2, A-5, P-2 and P-3.)</td>
<td>I</td>
</tr>
<tr>
<td>Conduct pilot projects on public and/or non-profit agency-owned lands to test effectiveness of the management actions and to evaluate any impacts they may have on adjacent agricultural activities; thereby offering modifications to correct any deficiencies to remaining management actions through the remaining phases.</td>
<td></td>
</tr>
<tr>
<td><strong>Biotic Resource Actions</strong></td>
<td></td>
</tr>
<tr>
<td>B-4. Begin to restore wetland habitat along Castroville Slough to 1977 dimensions. (See A-4, above.)</td>
<td>I</td>
</tr>
<tr>
<td><strong>PHASE II</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Land Use Actions</strong></td>
<td></td>
</tr>
<tr>
<td>L-1. Through voluntary landowner involvement, obtain conservation easements, purchase or land exchange for pasture and/or agricultural lands below the 10-foot contour between SPRR and Castroville Boulevard to provide buffer between agricultural lands and wetlands. (Addresses RAC criteria 10; Plan Objectives B-6 and A-5.)</td>
<td>II</td>
</tr>
<tr>
<td><strong>Agricultural Actions</strong></td>
<td></td>
</tr>
<tr>
<td>A-2. Through willing landowners, obtain conservation easement, purchase or land exchanges for the conversion of surplus agricultural land adjacent to the slough between SPRR and Castroville Boulevard to wetland/agricultural buffer area. (Addresses RAC criteria 5 and 6; Plan Objectives B-5, B-7, B-8, W-2, W-3, A-5, L-1 and P-2.)</td>
<td>II</td>
</tr>
</tbody>
</table>

The Hixson Restoration Group
705-01—FEBRUARY 1994
MORO COJO SLOUGH MANAGEMENT AND ENHANCEMENT PLAN

EXHIBIT NO. 1
APPLICATION NO.
08-05-92
OF 5-2-97
EXCERPTS FROM MANAGEMEN T PLAN

Central Coast Wetlands Group
### Table 10-I. Summary of Lower Watershed Preferred Alternative Plan Actions, Moro Cojo Slough Management and Enhancement Plan (Cont'd.)

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hydrologic Actions</strong></td>
<td></td>
</tr>
<tr>
<td>H-1. Replace Highway 1 crossing with a spanning bridge to allow additional flows; maintain grade control structure. (Addresses RAC criteria 1 and 3; Plan Objectives W-2.)</td>
<td>IV</td>
</tr>
<tr>
<td>H-2. Modify the SPRR track overcrossing to accommodate additional flows, and install flashboard dam to impound water. (Addresses RAC criteria 2, 5 and 6; Plan Objectives G-1, B-1, B-5, W-4, W-5, W-6 and A-2.)</td>
<td>IV</td>
</tr>
<tr>
<td>H-3. Install &quot;eco-dam&quot; or a flashboard dam at the confluence of Castroville Slough and Moro Cojo Slough to limit/control tidal movement in Castroville Slough and control releases of freshwater into Moro Cojo Slough. (Addresses RAC criteria 1, 2 and 8; Plan Objectives G-1, B-1, B-5, W-4, W-5, W-6 and A-2.)</td>
<td>(flashboard dam)</td>
</tr>
<tr>
<td>H-5. Develop sediment management plans for pollutants. (Addresses Plan Objectives W-2 and W-3.)</td>
<td>IV</td>
</tr>
<tr>
<td>H-6. Install barriers (e.g., eco-engineered hay bales or flashboard dams) between freshwater impoundments and main slough channel to create impoundments. Preserve brackishwater character of main slough. (Addresses RAC criteria 2, 3, 5 and 6; Plan Objectives G-1, B-1, B-5, W-6 and A-2.)</td>
<td>IV</td>
</tr>
</tbody>
</table>

**Flood Control Actions**

| F-1. Provide tidal/flood water protection for agricultural lands west of SPRR through construction of weirs, berms, pump systems, as needed. (Addresses Plan Objectives W-4, W-7, A-2, A-5 and P-2.) | IV |
| F-2. Provide protection of private property/structures in Moss Landing from flood water inundation (7 parcels). (Addresses Plan Objective A-3.) | IV |

**Agricultural Actions**

| A-1. Through willing landowners, obtain conservation easement, purchase or land exchange for the conversion of existing pasture and/or agricultural lands west of SPRR to managed wetland habitat (i.e., remove or limit cattle activities). (Addresses RAC criteria 5 and 6; Plan Objectives B-5, B-7, B-8, W-2, W-3, A-5, L-1 and P-2.) | IV |

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**Attachment B**

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Page 10-14

The Habitat Restoration Group

MORO COJO SLOUGH MANAGEMENT AND ENHANCEMENT PLAN

FEBRUARY 1996-705-01

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Central Coast Wetlands Group
### Attachment B

#### Table 10-1. Summary of Lower Watershed Preferred Alternative Plan Actions, Moro Cojo Slough Management and Enhancement Plan (Cont'd.)

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A-3.</strong> Through willing landowners, obtain conservation easement, purchase or land exchange to minimize potential conflicts between agricultural land practices and habitat protection by constructing grass-lined swales, sediment control structures, and perimeter ditches. (Addresses RAC criteria 8, 9 and 10; Plan Objectives G-2, B-3, W-1, W-2, W-1, W-7, A-3, A-4, P-2 and P-3.)</td>
<td>IV</td>
</tr>
<tr>
<td><strong>A-4.</strong> Through willing landowners, obtain conservation easement, purchase or land exchange to restore Castroville Slough to its 1977 dimensions. Investigate various designs, such as a lowered berm on one bank, to allow wetland restoration, compatible with adjacent agricultural land use and water quality protection. (Addresses RAC criteria 5; Plan Objectives B-2, B-5, B-7, W-2, A-5, P-2 and P-3.)</td>
<td>IV</td>
</tr>
<tr>
<td><strong>Surface Water Actions</strong></td>
<td></td>
</tr>
<tr>
<td>S-2. Impeund available freshwater in impoundments during spring and summer. (Addresses RAC criteria 5 and 6; Plan Objectives G-1, B-1, B-5, W-4, W-5 and A-2.)</td>
<td>IV</td>
</tr>
<tr>
<td><strong>Biotic Resource Actions</strong></td>
<td></td>
</tr>
<tr>
<td>B-1. Gradually convert alkali grassland to freshwater plant species west of SPRR. (Addresses RAC criteria 5 and 7; Plan Objective G-1.)</td>
<td>IV</td>
</tr>
<tr>
<td>B-2. Allow natural conversion of brackishwater marsh areas east of SPRR to a more freshwater plant association. (Addresses RAC criteria 5 and 7; Plan Objective G-1.)</td>
<td>IV</td>
</tr>
<tr>
<td>B-3. Protect existing wetlands and riparian habitats through creation of wetland/agricultural buffers. (Addresses RAC criteria 10; Plan Objectives B-6 and A-5.)</td>
<td>IV</td>
</tr>
<tr>
<td>B-4. Restore wetland habitat along Castroville Slough to 1977 dimensions. (See A-4, above.)</td>
<td>IV</td>
</tr>
<tr>
<td>B-5. Potential change in species composition and abundance of mosquito populations. (Addresses RAC criteria 5; Plan Objective W-6.)</td>
<td>IV</td>
</tr>
<tr>
<td>B-6. Provide island along main slough to facilitate waterfowl breeding. (Addresses Plan Objective B-4.)</td>
<td>IV</td>
</tr>
<tr>
<td>B-7. Create freshwater impoundment areas for waterfowl habitat. (Addresses RAC criteria 2, 5 and 6; Plan Objectives B-1 and B-5.)</td>
<td>IV</td>
</tr>
</tbody>
</table>
### Table 10-1. Summary of Lower Watershed Preferred Alternative Plan Actions, Moro Cojo Slough Management and Enhancement Plan (Cont’d.)

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agricultural Actions</strong></td>
<td></td>
</tr>
<tr>
<td>A-3. Through willing landowners, obtain conservation easement, purchase or land exchange to minimize potential conflicts between agricultural land practices and habitat protection by constructing grass-freed swales, sediment control structures, and perimeter ditches. (Addresses RAC criteria 8, 9 and 10; Plan Objectives G-2, B-5, W-1, W-2, W-3, W-7, A-3, A-4, P-2 and P-3.)</td>
<td>III</td>
</tr>
<tr>
<td>A-4. Through willing landowners, obtain conservation easement, purchase or land exchange to restore Castroville Slough to its 1977 dimensions. Investigate various designs, such as a lowered berm on one bank, to allow wetland restoration, compatible with adjacent agricultural land use and water quality protection. (Addresses RAC criteria 5; Plan Objectives B-2, B-5, B-7, W-2, A-5, P-2 and P-3.)</td>
<td>III</td>
</tr>
<tr>
<td><strong>Surface Water Actions</strong></td>
<td></td>
</tr>
<tr>
<td>S-2. Impound available freshwater in impoundments during spring and summer. (Addresses RAC criteria 5 and 6; Plan Objectives G-1, B-1, B-5, W-4, W-5 and A-2.)</td>
<td>III</td>
</tr>
<tr>
<td><strong>Biotic Resource Actions</strong></td>
<td></td>
</tr>
<tr>
<td>B-1. Gradually convert alkali grassland to freshwater plant species west of SPRR. (Addresses RAC criteria 5 and 7; Plan Objective G-1.)</td>
<td>III</td>
</tr>
<tr>
<td>B-3. Protect existing wetlands and riparian habitat through creation of wetland/agricultural buffers. (Addresses RAC criteria 10; Plan Objectives B-6 and A-5.)</td>
<td>III</td>
</tr>
<tr>
<td>B-4. Restore wetland habitat along Castroville Slough to 1977 dimensions. (See A-4, above.)</td>
<td>III</td>
</tr>
<tr>
<td>B-5. Potential change in species composition and abundance of mosquito populations. (Addresses RAC criteria 5; Plan Objective W-6.)</td>
<td>III</td>
</tr>
<tr>
<td>B-7. Create freshwater impoundments areas for waterfowl habitat. (Addresses RAC criteria 2, 5 and 6; Plan Objectives B-1 and B-5.)</td>
<td>III</td>
</tr>
<tr>
<td><strong>PHASE IV</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Land Use Actions</strong></td>
<td></td>
</tr>
<tr>
<td>L-2. Through voluntary landowner involvement, obtain conservation easements, purchase or land exchange for pasture and/or agricultural lands below 10-foot contour west of SPRR for construction of freshwater impoundments. (Addresses RAC criteria 5 and 6; Plan Objectives G-1 and B-1.)</td>
<td>IV</td>
</tr>
<tr>
<td>Action</td>
<td>Phase</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>A-3. Through willing landowners, obtain conservation easement, purchase or land exchange to minimize potential conflicts between agricultural land practices and habitat protection by constructing grass-lined ditches, sediment control structures, and perimeter ditches. (Addresses RAC criteria B-2, B-5, W-1, W-2, W-3, W-7, A-3, A-4, P-2 and P-3.)</td>
<td>II</td>
</tr>
<tr>
<td>A-4. Through willing landowners, obtain conservation easement, purchase or land exchange to restore Castroville Slough to its 1977 dimensions. Investigate various designs, such as a lowered berm on one bank, to allow wetland restoration, compatible with adjacent agricultural land use and water quality promotion. (Addresses RAC criteria 5; Plan Objectives B-2, B-5, B-7, W-3, A-2, P-2 and P-3.)</td>
<td>II</td>
</tr>
</tbody>
</table>

**Basic Resource Actions**

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-3. Protect existing wetlands and riparian habitats through creation of wetland/agricultural buffers. (Addresses RAC criteria 19; Plan Objectives B-6 and A-5.)</td>
<td>II</td>
</tr>
<tr>
<td>B-4. Continue to restore wetland habitat along Castroville Slough to 1977 dimensions. (See A-4, above.)</td>
<td>II</td>
</tr>
</tbody>
</table>

**PHASE III**

**Hydrologic Actions**

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-3. Install &quot;eco-dam&quot; or a flashboard dam at the confluence of Castroville Slough and Moro Cojo Slough to limit/control tidal movement in Castroville Slough and control releases of freshwater into Moro Cojo Slough. (Addresses RAC criteria 1, 2 and 8; Plan Objectives G-1, B-1, B-5, W-4, W-5, W-6 and A-2.)</td>
<td>III (eco dam)</td>
</tr>
<tr>
<td>H-6. Install barriers (e.g., eco-engineered hay bales or flashboard dams) between freshwater impoundments and main slough channel to create impoundments. Preserve brackishwater character of main slough. (Addresses RAC criteria 2, 3, 5 and 6; Plan Objectives G-1, B-1, B-5, W-6 and A-2.)</td>
<td>III</td>
</tr>
</tbody>
</table>

**Flood Control Action**

<table>
<thead>
<tr>
<th>Action</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-1. Provide tidal/flood water protection for agricultural lands west of SPRR through construction of levees, berms, pump systems, as needed. (Addresses Plan Objectives W-4, W-7, A-2, A-5 and P-2.)</td>
<td>III</td>
</tr>
</tbody>
</table>
Moro Cojo Management and Enhancement Plan Implementation History

 Attachment B

CALIFORNIA COASTAL COMMISSION

STATE OF CALIFORNIA—THE RESOURCES AGENCY

CENTRAL COAST AREA OFFICE
AND COUNTY OFFICE
SANTA CRUZ, CA 95062
(NCHM 479-22)

Filed: 12/04/92
49th Day: 04/22/93 (waived)
180th Day: 06/02/93
Staff: J. Sheehan/cm
Staff Report: 12/17/92 1432P
Hearing Date: 03/18/93
Commission Action:

AMENDMENT

STAFF REPORT:

APPLICATION NO.: 3-89-4-A

APPLICANT: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS

c/o Monterey County Water Resources Agency

AMENDMENT DESCRIPTION: Request for a time extension for the preparation of the Moro Cojo Slough Management Plan

PROJECT LOCATION: Most Landing Road between Highway 1 and Sandholdt Road, Moss Landing, North Monterey County, APM 122-221-0, County Road.

PROJECT DESCRIPTION: Replacement of three existing 48-inch tidegates and culverts, install headwall, rip-rap and grading.

LOT area: County Road

Monitoring: Resource Conservation

Plan designation: Resource Conservation - Wetlands and Coastal Strand

LOCAL APPROVALS RECEIVED: Monterey County Planning Commission approval, Department of Fish and Game permit, Corps of Engineers permit and Moss Landing Harbor District authorization.

SUBSTANTIVE FILE DOCUMENTS:

- 3-89-112 Monterey County Flood Control and Water Conservation District.
- Monterey County Local Coastal Program certified December, 1987.

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution:

I. Approval with Conditions.

The Commission hereby grants a permit amendment, subject to the conditions below, for the proposed development on the grounds that the development, as conditioned, will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal

EXHIBIT NO. 2

APPLICATION NO.
3-89-4

Central Coast Wetlands Group

Fig. 3/19/93

48
Program conforming to the provisions of Chapter 3 of the Coastal Act, is located between the sea and the first public road nearest the shoreline and if: in conformance with the public access and public recreation policies of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Standard Conditions.

See Exhibit A of 3-89-4.

III. Special Conditions.

NOTE: Special Conditions No.'s 1 through 6 of the original permit 3-89-4 remain unchanged, see Exhibit B. Condition No. 7 is modified as follows (underlining denotes added text):

7. Within or about the project area shown on Exhibit A, the permittee shall submit a comprehensive wetland management plan for Moro Cojo Slough for the Coastal Commission’s review and approval. The plan shall be prepared by a qualified biologist/hydrologist. The plan shall determine the effectiveness of the project and identify necessary maintenance measures. The plan shall be based on the material within and the recommendations of the Biological Assessment of Wetland Environments Impacted by Culvert Repairs at the Mouth of Moro Cojo Slough by ABA Consultants, November 28, 1988, see Exhibit C of 3-89-4. A post-project monitoring phase of the plan shall include measurements of salinity and tide height as well as biological observations, and measures for enhancement and restoration of the wetland. The plan shall also contain recommendations regarding adjustments of the tidegates. The final setting shall provide for a wide range of salinity at the slough mouth depending largely on variations in freshwater inflow, as recommended in the project’s Biological Assessment.” The plan shall receive prior review and approval by Monterey County Planning Department and any other applicable state and federal agencies.

Annual summary letter/reports based on the approved comprehensive wetland management plan for Moro Cojo Slough shall be submitted to the Executive Director’s review and approval for a minimum of five years following approval of the wetland management plan. The letter/report shall receive prior approval from Monterey County Planning Department, the Department of Fish and Game and any other applicable state and federal agencies. The letter/report shall continue to determine project effectiveness, identify maintenance measures and long-term wetland enhancement measures. All recommendations contained in the wetland management plan (as approved by the Commission) and follow-up letter/reports shall be implemented in a timely manner and in an operation schedule approved by the Executive Director.
Annual monitoring reports for the Moro Cojo Slough tildgetes shall be submitted for the Executive Director's review and approval during the intermedia period between approval of the project amendment and the completion of the Moro Cojo Slough Management Plan. The annual report shall continue to determine project effectiveness, identify maintenance measures, include an operation schedule for implementation of recommended maintenance measures, implement recommendations included in the previous annual monitoring report(s), and continue post-project monitoring criteria as set-forth in paragraph 1 of this condition.

IV. Findings and Declarations.
The Commission hereby finds and declares:

1. Amendment Description and Background

The proposed amendment includes a request for a time extension for the preparation of the Moro Cojo Slough Management Plan. In February, 1989, the Commission approved coastal permit 3-89-4 Monterey County Department of Public Works, to allow for the replacement of three tildgetes and culverts, headwall and rip-rap installation and grading. The project location was Ross Landing Road between Highway 1 and Sandholdt Road, North Monterey County. Condition No. 1 of that approval required the submittal of a comprehensive wetland management plan for Moro Cojo Slough for Commission review and approval by August 7, 1989, (see Exhibit B).

The applicant has submitted annual monitoring reports but the management plan has not been completed or submitted. According to the schedule submitted by the applicant (see Exhibit A), the draft management plan is expected to be completed in February, 1994, and adoption of the plan by the Monterey County Planning Commission is expected in June, 1994. The applicant is requesting a time extension pursuant to the schedule attached in Exhibit A.

The tildgetes were installed pursuant to coastal development permit 3-89-4; however, the required management plan for Moro Cojo Slough was not submitted in a timely manner as required by permit conditions. Approval of this permit amendment does not constitute a waiver of any legal action with regard to any violation of the Coastal Act that may have occurred.

2. Wetland Resources

Applicable wetland resources policies from the Coastal Act and the Land Use Plan for North Monterey County are cited in the original staff report (Exhibit B, pages 4 and 5).

The amendment proposal is for a time extension for the preparation of the Moro Cojo Slough Management Plan, a condition of the original project approval. The applicant has indicated that, "The complexity and high cost of preparing
the proposed Moro Cojo Slough Management Plan has made it difficult to secure the funding necessary to initiate the study. (See Exhibit A, Letter of August 6, 1992, from Joe Mudruga, Assistant General Manager, Monterey County Water Resources Agency.)

Conditions of the original permit required submittal of the Moro Cojo Slough Management Plan within six months of the date of project approval, which means the due date was August 7, 1989. Annual summary reports were also required for a minimum of five years following the approval of the Management Plan by the Commission. The applicant has been submitting annual monitoring reports for the Moro Cojo tidal wetlands prepared by ABA Consultants, Environmental Research, Assessment and Planning; however, the 1992 annual report has not yet been submitted.

It is appropriate to approve the time extension as requested by the applicant. The Moro Cojo Slough Management Plan submittal will continue to require Coastal Commission review and approval. Annual reports will continue to be required after the approval by the Commission of the Management Plan. In the interim, the condition requiring the submittal of the Management Plan, will be modified to require the submittal of annual tidal wetland monitoring reports.

As conditioned, to modify the time frame for submittal of the Moro Cojo Management Plan and to require the submittal of annual monitoring reports during the interim period, the project amendment is consistent with Sections 30233 and 30253 of the Coastal Act and certified LUP resource management policies.

3. LCP/CESA

The Monterey County Local Coastal Program was certified by the Commission in December, 1987. The County is now the agency responsible for issuing Coastal Development permits. However, this project location is within the Coastal Commission’s original jurisdiction which requires the issuance of a coastal development permit by the Coastal Commission. The project has been reviewed and approved by the Monterey County Planning Commission. As conditioned, approval of this amendment is consistent with Chapter 3 of the Coastal Act and with the policies contained in the Monterey County Local Coastal Program.

A negative declaration for the original tidal wetland project was adopted by Monterey County on November 30, 1988. As conditioned, the proposed project amendment will not create any significant adverse environmental impacts within the meaning of the California Environmental Quality Act.
<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>Grant request submitted by Planning Department to the Coastal Conservancy.</td>
<td>March, 1992</td>
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<tr>
<td>Coastal Conservancy public hearing.</td>
<td>June, 1991</td>
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<tr>
<td>Prepare grant agreement and advertise for proposals.</td>
<td>August, 1992</td>
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<tr>
<td>Complete initial investigation of existing conditions and recommend interim criteria for managing the slough.</td>
<td>May, 1993</td>
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<tr>
<td>Complete draft Moro Cojo Slough Management Plan and distribute to regulatory agencies for comments.</td>
<td>February, 1994</td>
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<tr>
<td>Complete CEQA initial study.</td>
<td>March, 1994</td>
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<td>Complete 45 day review period for Agency comments.</td>
<td>May, 1994</td>
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<tr>
<td>Monterey County Planning Commission public hearing and adoption of management plan.</td>
<td>June, 1994</td>
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qas/schedule pk/ce
MORO COJO MANAGEMENT AND ENHANCEMENT PLAN IMPLEMENTATION HISTORY

MORO COJO MANAGEMENT AND ENHANCEMENT PLAN IMPLEMENTATION HISTORY

May 2015

CENTRAL COAST WETLANDS GROUP

APPLICATION NO.: 3-89-4

APPLICANT: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS

c/o Monterey County Flood Control and Water Conservation Dist.

PROJECT LOCATION: Moss Landing Road between Highway 1 and Sandholdt Road, Moss Landing, North Monterey County, APH 133-221-0, County Road.

PROJECT DESCRIPTION: Replacement of three existing 48-inch tidegates and culverts, install headwall, rip-rap and grading.

Lot area: County Road
Zoning: Resource Conservation
Plan designation: Resource Conservation - Wetlands and Coastal Strand

LOCAL APPROVALS RECEIVED: Monterey County Planning Commission approval, Department of Fish and Game permit, Corps of Engineers permit and Moss Landing Harbor District authorization.

SUBSTANTIVE FILE DOCUMENTS:

- 3-85-11 Monterey County Flood Control and Water Conservation District.
- Monterey County Local Coastal Program certified December, 1987.

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution:

I. Approval with Conditions.

The Commission hereby grants a permit, subject to the conditions below, for the proposed development on the grounds that the development, as conditioned, will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, is located.
between the sea and the first public road nearest the shoreline and is in conformance with the public access and public recreation policies of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Standard Conditions.

See Exhibit A.

III. Special Conditions.

1. PRIOR TO TRANSMITTAL OF THE COASTAL DEVELOPMENT PERMIT, the permittee shall submit the following for the Executive Director’s review and approval:

   A. Final engineered drawings and plans in conformance with the applicant’s submitted proposal. Final plans shall include at least one culvert equipped with an adjustable gate to permit controlled inflow of salt water to maintain the present lagoon habitat at the slough mouth. Plans shall also indicate the limits of construction area, the staging area, vegetation overlay, siting for the roadside guard railing to allow for maximum pedestrian/bicycle access opportunity along Moss Landing Road, and plans for the proposed temporary water control. Project timing and operation schedule shall also be submitted. Traffic detour plans shall be coordinated with Caltrans.

   B. Revegetation and restoration plans for the defined construction area as set forth in Agreement No. 999-88 with the Department of Fish and Game. The plans shall receive prior approval from the Department of Fish and Game. Construction area shall be immediately stabilized with wetland species as approved by the Department of Fish and Game. The restoration plan shall include a timetable for installation and measures for maintenance and assurance of habitat re-establishment.

2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, the limits of all work approved by this permit shall be staked, and a field inspection shall be conducted by staff to verify the project limits as shown on the final plans. Staff shall be notified of staking within five working days prior to the required inspection.

3. PRIOR TO ISSUANCE OF A COASTAL DEVELOPMENT PERMIT, permittee shall provide to the Executive Director a copy of the U.S. Corps of Engineers permit, or letter of permission, or evidence that no Corps permit is necessary.

4. All conditions of Monterey County Planning Commission approval No. PC-6745 shall be considered conditions of this permit as well, see Exhibit B.

5. The construction of a coffer dam is not authorized by this approval and will require an amendment of this coastal development permit.

6. Off-site disposal of spills within the coastal zone shall require prior authorization by the Executive Director.
III. Special Conditions (continued) (See amended condition)

7. Within 18 months of the date of project approval, the permittee shall submit a comprehensive wetland management plan for Moro Cojo Slough for the Coastal Commission’s review and approval. The plan shall be prepared by a qualified biologist/hydrologist. The plan shall determine the effectiveness of the project and identify necessary maintenance measures. The plan shall be based on the material within and the recommendations of the “Biological Assessment of Wetland Environments Impacted by Culvert Repairs at the Mouth of Moro Cojo Slough” by AIA Consultings, November 28, 1998, see Exhibit C. A post-project monitoring phase of the plan shall include measurements of salinity and tide height as well as biological observations, and measures for enhancement and restoration of the wetland. The plan shall also contain recommendations regarding adjustments of the tidegates. The final sitting shall provide for a wide range of salinity at the slough mouth depending largely on variations in freshwater inflow, as recommended in the project’s “Biological Assessment.” The plan shall receive prior review and approval by Monterey County Planning Department and any other applicable state and federal agencies.

Annual summary letter/reports based on the approved comprehensive wetland management plan for Moro Cojo Slough shall be submitted to the Executive Director’s review and approval for a minimum of five years following approval of the wetland management plan. The letter/report shall receive prior approval from Monterey County Planning Department, the Department of Fish and Game and any other applicable state and federal agencies. The letter/report shall continue to determine project effectiveness, identify maintenance measures and long-term wetland enhancement measures. All recommendations contained in the wetland management plan (as approved by the Commission) and follow-up letter/reports shall be implemented in a timely manner and in an operation schedule approved by the Executive Director.

IV. Findings and Declarations

The Commission hereby finds and declares:

1. Project Description and Background

The proposed application is for the replacement of three existing 48-inch tidegates and culverts, installation of a headwall, rip-rap and grading beneath Moss Landing Road at the crossing of Moro Cojo Slough (between Highway 1 and Sandholot Road), Moss Landing. The replacement tidegates and culverts will be the same size and length; they will be located at the same elevation and have the same function as the existing tidegates and culverts. The replacement culvert will be reinforced concrete pipe with a headwall and rock slope protection at the outlets, see Exhibits 2 and 3. Approximately 600 cubic yards of grading is proposed. Temporary water control during construction will be obtained using sandbags, water pumps, and plastic
sheeting between the headwall and the shore. The sandbags and plastic sheeting will be removed after the pipe installations. Local traffic detour may be necessary during construction. It is appropriate that the applicant coordinate detour plans with Caltrans.

A coffer dam to dewater the area during construction was not proposed as part of this application. An amendment to this permit is required if coffer dam installation is needed.

In July, 1985, the Commission approved a coastal development permit for Monterey County Flood Control and Water Conservation District, 3-85-112, for one additional 48-inch tidegate to augment the three existing tidegates.

The Moro Cojo Slough watershed has a total area of approximately 16.9 square miles. The lower portion of the watershed between State Highway 1 and Castroville Boulevard includes a significant amount of agricultural lands at elevations between 1.5 and 2.0 feet NGVD (National Geodetic Vertical Datum). In the past, levees were constructed to protect some of these lands from periodic flooding. In March of 1983, approximately 432 acres of land were under water from the tidegates at Moss Landing Road to points upstream of Castroville boulevard and State Highway 156. This flooding caused a significant financial loss to the farmers and landowners of those properties and if corrective actions are not taken, additional future losses can be expected under adverse storm conditions.

2. Wetland Resources

Sited under Moss Landing Road at its crossing with Moro Cojo Slough, the project site is located within a wetland area. Vegetation in the immediate project area is predominately salt grass and pickleweed.

Section 10233 of the Coastal Act states:

(a) The diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following:

(c) In addition to the other provisions of this section, diking, filling, or dredging in existing estuaries and wetlands shall maintain or enhance the functional capacity of the wetland or estuary.
The Land Use Plan for North Monterey County has been certified by the Commission. The LUP designates the Moro Cojo Slough as Resource Conservation and contains policies to provide for resource protection and enhancement.

The following are excerpts from the LUP Resource Management policies:

2.4.2.4

Diking, dredging, or filling in Elkhorn Slough, Bennett/Struve Slough, McClusky Slough, Moro Cojo Slough, and Parson’s Slough shall maintain or enhance the biological productivity of the wetland or estuary. Any alteration of the coastal estuaries and wetlands in North County shall be limited to restorative measures and appropriate facilities associated with access, research, education, and aquaculture according to specific criteria designated in a wetland management plan. Prior to completion of wetland management plans, appropriate facilities are those consistent with Section 30223(a) of the Coastal Act.

2.4.2.5

Any site disrupted by future diking, dredging, or filling activities shall be fully restored to its original condition wherever desirable. The initial restoration work shall be undertaken immediately following project completion.

2.4.3.4

The full wildlife habitat value of Moro Cojo Slough has been limited by the extensive construction of levees and tidegates. The tidegate at the mouth of the slough under Moss Landing Road should be opened to a degree that allows adequate tidal flushing and exchange while not endangering agricultural land.

2.4.4.2

A coastal conservancy or Moss Landing Harbor District project should be initiated to determine to what extent restoration of tidal action in Moro Cojo Slough will threaten viable agricultural land. Restoration and construction of dikes and levees to protect viable agricultural land should be permitted. Coastal Conservancy funds should be requested to assist these efforts. No removal of tidegates or replacement of culverts can take place until it can be assured that no damage to bordering agricultural land will occur.

The proposed project is for the replacement of three existing tidegates and culverts. Approvals for the project have been granted by the Monterey County Planning Commission, the Department of Fish and Game, the Army Corps of Engineers and Moss Landing Harbor District.

Central Coast Wetlands Group
A "Biological Assessment of Wetland Environments Impacted by Culvert Repairs at the Mouth of Moro Cojo Slough" was prepared by ABA Consultants, on November 28, 1988. The report includes the history of the Moro Cojo wetland, the environmental setting before and impacts of recent culvert repairs, and mitigation measures and recommendations.

The tidegates and culverts were installed to drain the slough of freshwater and prevent tidal flow up slough. However, they have leaked significant quantities of saltwater into the slough since their initial installation according to the Biological Assessment. The Biological Assessment states, "The short and long-term solution to the management of water drainage from Moro Cojo must be developed in a sound wetland management plan."

The Biological Assessment lists six species of salt marsh plants that are common at the mouth of Moro Cojo and two aquatic plants, species of green algae. The assessment also identifies wildlife in the wetland. The most conspicuous animals are birds. The only endangered species that lives at the mouth of the slough is the brackish water snail. According to the assessment, this species is as abundant today as it was in past surveys and generally occupies the same shallow, submerged habitat. The biological consultant recommends, "that at least one of the Moss Landing Road culverts be equipped with an adjustable gate which will permit controlled inflow of salt water to maintain the present lagoon habitat at the slough mouth." (see Exhibit C).

The adjustable gate would also allow for maximum flexibility in planning for future enhancement and restoration of wetlands as established in a comprehensive wetland management plan for Moro Cojo according to the Biological Assessment.

The proposed project was approved by the Department of Fish and Game under Agreement Regarding Proposed Stream or Lake Alteration, No. 96-98. One of the conditions of the agreement is that any disturbed vegetation is to be restored to prior state or improved. As provided for in condition No. 1.8 of this approval, it is appropriate for the Department of Fish and Game to approve the revegetation and restoration plans for the defined construction area.

As recommended by the biological consultant for the project it is appropriate to require at least one of the culverts be equipped with an adjustable gate to control the inflow of salt water. It is also important to require a comprehensive management plan for Moro Cojo Slough. The "Biological Assessment" states that the development of a comprehensive wetland management plan for Moro Cojo Slough is mandated by the Local Coastal Program and will be jointly funded by Monterey County and the State Coastal Conservancy, (see Exhibit C).

As conditioned, the project will have no significant impacts on wetland vegetation. Conditions require that revegetation and restoration plans be prepared, project area be staked and reviewed by staff and a monitoring and management programs be developed. Disposition of spoils within the coastal zone will require prior authorization by the Executive Director. Conditions...
of the County's approval are also included as conditions of this coastal development permit (see Exhibit B). Accordingly, the project is consistent with Sections 30233 and 30253 of the Coastal Act and certified LUP resource management policies.

3. Coastal Access

Coastal Act Section 30211 states:

"Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation."

In addition, Coastal Act public access policies require provisions for maximum access and recreational opportunities for all people consistent with public safety needs and protection of natural resource areas from overuse.

The North County LUP also contains policies to maximize public coastal access. LUP Policy 6.3.2 lists Moss Landing Road-access to Moro Cojo Slough as a secondary access area. As conditioned, to review final project plans, and to allow for the maximum feasible area for pedestrian and bicycle access along this portion of Moss Landing Road, the development is consistent with Section 30211 of the Coastal Act and LUP public access policies.

4. Agriculture

The purpose of the proposed project is to regulate the water flow in the Moro Cojo Slough so as to prevent upstream flooding during periods of high tides. By equalizing water flow during high tides, flooding of the upstream agricultural fields can be prevented under normal circumstances. No change in the amount of existing agricultural land is proposed. The project is consistent with Section 30241 of the Coastal Act and the certified LUP agricultural policies.

5. LCP/CEQA

The Monterey County Local Coastal Program was certified by the Commission in December, 1987. The County is now the agency responsible for issuing coastal development permits. However, this project location is within the Coastal Commission's original jurisdiction which requires the issuance of a coastal development permit by the Coastal Commission. The project has been reviewed and approved by the Monterey County Planning Commission. As conditioned, approval of this project is consistent with Chapter 3 of the Coastal Act and with the policies contained in the Monterey County Local Coastal Program.

A negative declaration was adopted by Monterey County on November 30, 1988. As conditioned, the proposed project will not create any adverse environmental impacts within the meaning of the California Environmental Quality Act.
9. Mitigation and Recommendations

The one major mitigation we recommend for the culvert repairs at Moss Landing Road is that the Moss Landing Road culvert be fitted with at least one adjustable gate. This recommendation is also supported in the attached letter from Robert Coates of Philip Williams and Associates, who strongly recommends slide flap gates as the most versatile option. Slide flap or similar gates can be adjusted to permit a controlled inflow of tidal waters into the mouth of the slough or allow downwet entirely to act like the present gates. Any future wetland management plan for the slough must permit some tidal influence at the slough mouth and prevent saltwater from intruding too far up the slough. Therefore, the inclusion of an adjustable gate in the present replacement process permits a wide variety of future management options. These options must be examined and finalized in a comprehensive wetland plan for Moro Cojo. The development of this plan is mandated by the Local Coastal Plan and will be funded jointly by Monterey County and the State Coastal Conservancy.

We recommend that as an interim measure the adjustable gates be opened only slightly to maintain the present brackish water lagoon at the slough mouth. We also recommend that the Monterey County Flood Control and Public Works involve local wetland scientists in the initial gate adjustments, because the first gap settings will be experimental. They can provide important feedback on how close the permitted inflow of salt water approaches the historical leakage through the past culvert and flap-gate system. The final setting will provide for a wide range of salinity at the slough mouth depending largely on variations in freshwater inflow. The water level in the lagoon near the culverts should be kept above the minimum level to maintain the habitats as they are now. A minimum water level similar to that of October and November 1988, between -1.5 and -2.0 ft NGVD (Monterey County Flood Control, pers. comm.), should accomplish this objective. The wetland scientists who assist with setting the initial gate adjustments can also advise on the appropriate water levels. The important mitigation is to establish some controlled inflow of salt water, and a gate specifically designed for this purpose is an absolute necessity. Adjustable gates allow a number of future options that must still be determined in the wetland management plan.
MONTEREY COUNTY ZONING ADMINISTRATOR

Meeting: September 14, 2006  Time: 9:45A.M  Agenda Item No.: 5

Project Description: Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat as part of implementation of the Moro Cojo Slough Management and Enhancement Plan. This portion of the plan includes the creation of two ponds for the purpose of watershed restoration located on the northwestern side of the property. One pond will be 12 acres in size with a maximum depth of 3.5 feet and the other will be 1.5 acres in size with a maximum depth of 2 feet.

Project Location: Highway One and Moss Landing Road, Moss Landing  APNS: 133-151-022-000 & 133-151-023-000

Planning File Number: PLN060310  Name: Elkhorn Slough Foundation, owner/Scott Hennessy, Agent

Plan Area: North County Land Use Plan  Flagged and staked: No

Zoning Designation: “RC (CZ)” [Resource Conservation (Coastal Zone)] and “CAP (CZ)” [Coastal Agricultural Preserve (Coastal Zone)]

CEQA Action: Categorically Exempt per CEQA Section §15307

Department: RMA - Planning Department

RECOMMENDATION:
Staff recommends that the Zoning Administrator approve the Coastal Development Permit based on the Findings and Evidence (Exhibit C) and subject to the recommended Conditions (Exhibit D).

PROJECT OVERVIEW: The Elkhorn Slough Foundation proposes to create two ponds for the purpose of watershed restoration located on the northwestern side of the property as part of the implementation of the Moro Cojo Slough Management and Enhancement Plan which was adopted by the Board of Supervisors on October 22, 1996. The restoration is located in fallow agricultural land that has not been used as Ag land within the last 15 years. One pond will be 12 acres in size with a maximum depth of 3.5 feet and the other will be 1.5 acres in size with a maximum depth of two feet. The sole purpose and net result of the enhancement project will be to increase the quantity of viable wetland habitat and to increase the quality of wetland habitat through increasing ecosystem diversity including increasing fresh water wetland habitat.

OTHER AGENCY INVOLVEMENT:
✓ North County Fire Protection District
✓ Public Works Department
✓ Parks Department
✓ Environmental Health Division
✓ Water Resources Agency
✓ North County Coastal Land Use Advisory Committee

The above checked agencies and departments have reviewed this project. Conditions recommended by the Planning Department have been incorporated into the condition compliance reporting plan (Exhibit D).
The North County Coastal Land Use Advisory Committee voted (3-0) to recommend approval of the project on August 7, 2006. The LUAC members stated that this is taking unproductive agricultural land and allowing an excellent use of it.

Note: The decision on this project is appealable to Board of Supervisors and the California Coastal Commission

Elizabeth A. Gonzales, Associate Planner
(831) 755-9102 gonzales@colmonterey.ca.us
August 28, 2006

cc: Jeff Main, Zoning Administrator; North County Fire Protection District; Public Works Department; Parks Department; Environmental Health Division; Water Resources Agency; Carl Holm, Planning & Building Services Manager; Elizabeth A. Gonzales, Planner; Carol Allen, Scott Hennessy, Mark Silberstein, Gage Dayton, Applicants; Planning File PLN060310.

Attachments: Exhibit A Project Data Sheet
Exhibit B Project Overview
Exhibit C Recommended Findings and Evidence
Exhibit D Recommended Conditions of Approval
Exhibit E Land Use Advisory Committee Minutes from August 7, 2006 meeting
Exhibit F Site Plan, Elevation, and Photo

This report was reviewed by Bob Schubert, Senior Planner
**EXHIBIT A**

**Project Information for PLN060310**

**Project Title:** ELKHORN SLOUGH FOUNDATION

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<td>COASTAL AG PRES</td>
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**Project Site Data:**

| Lot Size: | 183 ACRE |
| Existing Structures (sf): | N/A |
| Proposed Structures (sf): | N/A |
| Total Sq. Ft.: | N/A |
| Coverage Allowed: | N/A |
| Coverage Proposed: | N/A |
| Height Allowed: | N/A |
| Height Proposed: | N/A |
| FAR Allowed: | N/A |
| FAR Proposed: | N/A |

**Resource Zones and Reports:**

| Environmentally Sensitive Habitat: | Yes |
| Biological Report #: | LIB060445 |
| Forest Management Rpt. #: | N/A |
| Archaeological Sensitivity Zone: | HIGH |
| Archaeological Report #: | N/A |
| Erosion Hazard Zone: | NONE |
| Soils Report #: | N/A |
| Geologic Hazard Zone: | NONE |
| Geologic Report #: | N/A |
| Fire Hazard Zone: | NONE |
| Traffic Report #: | N/A |

**Other Information:**

| Water Source: | NONE |
| Water Dist/Co: | N/A |
| Fire District: | NORTH COUNTY FIRE DIST. |
| Tree Removal: | N/A |
| Sewage Disposal (method): | N/A |
| Sewer District Name: | N/A |
| Grading (cubic yds.): | 5,000.0 |
EXHIBIT B
PROJECT OVERVIEW

Background
The Moro Cojo Slough is a tributary of Elkhorn Slough and plays the same critical biological role like all wetlands play. Forty percent of what we call the Elkhorn Slough watershed actually drains into Moro Cojo Slough. So it’s a big part of what the Elkhorn Slough Foundation (ESF) is dedicated to protecting. In 2003, The Foundation acquired 183 critical acres along the main channel of the Moro Cojo Slough. The acquired “Seamist” property adjoins the 207 acres protected by the ESF since 1998. Together these two properties form a 390 acre restorable wetland, one of the largest such tracts on the California Coast.

Setting
The 183 acres of Seamist property is irregular in shape with its long axis trending northwest to southeast. The property is totally enclosed by levees generally approximately six feet above the property with drainage ditches generally approximately six feet deeper than the property at their outside edges. The property was intermittently used for row crop agriculture in the 1940’s, 1950’s, and 1980’s and was pumped dry and disked regularly up until 1998 when it was purchased by the Elkhorn Slough Foundation. With the absence of disking, plant cover is increasing and ecological succession is changing the composition of plant types on the property. With the absence of pumping, standing water is often present in the ditch along the inside border of the levees on the northeastern side of the property.

Proposal
The improvements proposed for the Seamist property are part of the implementation of the Moro Cojo Slough Management and Enhancement plan which was adopted by the Monterey County Board of Supervisors on October, 1996. The objectives of this project on the property are to reclaim and enhance wetland environment. It is proposed that two ponds be created on the north side of the property. One pond will be 12 acres in size with a maximum depth of 3.5 feet and the other will be 1.5 acres in size with a maximum depth of 2 feet. In addition to excavating the ponds themselves, the existing slope leading to the pond areas will be increased to conduct as much water as possible into the ponds. Soil excavation in the process of this construction will be used to fill the ditch along the inside border of the levees on the northeastern side of the property thus further concentrating standing water on the property in the ponds. Access to the
construction sites will simply be by driving over the higher, drier areas leading to the construction sites. No road construction is proposed.

After construction, removal of naturalized non-native plant species will take place followed by installation of native plants of local origin to create a viable natural ecosystem characteristic of similar environments in our local area. At its most basic, restoring wetland functions is a matter of adding water. During the past five years, drainage ditches have been decommissioned and ponds created using recycled irrigation water from nearby farms and the regional water treatment plant. Wetlands biologically convert or transform nutrients and chemicals in the water, so they are more easily disposed of. The end result is a reduction in chemicals flowing off the land and into the harbor and bay. The restored wetlands will reduce sediment and agricultural chemical runoff into the Monterey Bay National Marine Sanctuary. The restored wetlands will also help trap fresh water and thus maximize seepage into over-drafted aquifers. Most visibly, the restored lands will provide a wetland habitat for birds and other animals.

ESHA
Wetland Habitats are classified as environmentally sensitive habitat areas (ESHA) which are areas in which plant or animal life or their habitats are rare or especially valuable due to their special role in an ecosystem. The Coastal Act and Local Coastal Program consisting of North County Land Use Plan and Coastal Implementation Plan (Chapter 20.144.040) provide policies and regulations to protect ESHA. Due to its proximity to the Moro Cojo Slough (within 100 feet) and on the basis of biological, hydrological and soils criteria, much of the Seamist Elkhorn Slough Foundation property could qualify as wetland habitat.

All development, including vegetation removal, excavation, grading, filling, and construction of roads and structures shall be prohibited in environmentally sensitive habitat areas, i.e., wetlands. As an exception, resource dependent uses, where allowed by the North County Land Use Plan, are allowed within environmentally sensitive habitats only if such uses will not cause significant disruption of habitat values. (Policy 2.3.2.1 NCLUP)

Even though some impacts to limited biological values will occur through this project, the goal of the project is expansion and enhancement of the wetland habitat present on the site. Ultimately, the projected increases in both quality and wetland habitat will more than mitigate for any impacts that may occur.

CEQA
California Environmental Quality Act (CEQA) Guidelines Section §15307, categorically exempts actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

A Management and Enhancement Plan Final Report was prepared in February 1996, and adopted by the Monterey County Board of Supervisors on October 22, 1996. An initial study was prepared for this report and a Negative Declaration was filed on May 2, 1996 with no comments. The Biological Report prepared July 2, 2006, states that no significant plant species were observed and no significant animal species were found on the Seamist Elkhorn Slough Foundation property.
EXHIBIT C
RECOMMENDED FINDINGS AND EVIDENCE

1. FINDING: CONSISTENCY – The project, as described in Condition No. 1 and as conditioned, conforms to the policies, requirements, and standards of the Monterey County General Plan, North County Land Use Plan, Monterey County Implementation Plan, Part 2 (Chapter 20.144), and the Monterey County Zoning Ordinance (Title 20), which designates this area as appropriate for development.

   EVIDENCE: (a) The text, policies, and regulations in the above referenced documents have been evaluated during the course of review of applications. No conflicts were found to exist. No communications were received during the course of review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.

   (b) The property is located at Highway One at Moss Landing Road, Moss Landing (Assessor’s Parcel Numbers 133-151-022-000 & 133-151-023-000), North County Land Use Plan. The parcel is zoned Coastal Agricultural Preserve and Resource Conservation (“CAP (CZ) & RC (CZ)”). The subject property complies with all the rules and regulations pertaining to zoning uses and any other applicable provisions of Title 20, and is therefore suitable for the proposed development.

   (c) The project planner conducted a site inspection on August 11, 2006 to verify that the project on the subject parcel conforms to the plans listed above.

   (d) The project was referred to the Land Use Advisory Committee (LUAC) for review. The Committee voted (3 to 0) to recommend approval of the project, stating that this is taking unproductive agricultural land and allowing an excellent use of it.

   (f) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN060310.

2. FINDING: SITE SUITABILITY – The site is physically suitable for the use proposed.

   EVIDENCE: (a) The project has been reviewed for site suitability by the following departments and agencies: RMA - Planning Department, North County Fire Protection District, Parks, Public Works, Environmental Health Division, and Water Resources Agency. There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.

   (b) Technical reports by an outside biological consultant indicated that there are not physical or environmental constraints that would indicate that the site is not suitable for the use proposed. County staff concurs. The following reports have been prepared:


   (c) Staff conducted a site inspection on August 11, 2006, to verify that the site is suitable for this use.

   (d) Materials in Project File PLN060310.
3. FINDING: ENVIRONMENTALLY SENSITIVE HABITAT AREAS (ESHA) - Environmentally sensitive habitat areas (ESHA) are areas in which plant or animal life or their habitats are rare or especially valuable due to their special role in an ecosystem. The Coastal Act and Local Coastal Program consisting of North County Land Use Plan and Coastal Implementation Plan (Chapter 20.144.040) provide policies and regulations to protect ESHA.

(a) As required by Section 20.144.040.A, the applicant provided a "Biological Report" prepared by Ed Mercurio, Biological Consultant, Salinas, CA, July 2, 2006. The report states that no special status species or habitat types are present on the property, and that even though some impacts to limited biological values will occur through this project, the goal of the project is expansion and enhancement of the wetland habitat present on the site.

(b) All development, including vegetation removal, excavation, grading, filling, and construction of roads and structures shall be prohibited in environmentally sensitive habitat areas, i.e., wetlands. As an exception, resource dependent uses, where allowed by the North County Land Use Plan, are allowed within environmentally sensitive habitats only if such uses will not cause significant disruption of habitat values. (Policy 2.3.2.1 NCLUP)

(c) An Initial Study was prepared previously for the Management Enhancement Plan and a Negative Declaration was filed May 2, 1996 pursuant to CEQA. The Initial Study provides substantial evidence based upon the record as a whole, that the project would not have a significant effect on biological resources.

4. FINDING: CEQA (Exempt): - The project is categorically exempt from environmental review.

EVIDENCE: (a) California Environmental Quality Act (CEQA) Guidelines Section §15307, categorically exempts actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

(b) "Moro Cojo Slough Management and Enhancement Plan Final Report", prepared by The Habitat Restoration Group, dated February, 1996 and approved by the Board of Supervisors on October 22, 1996.

(c) Initial Study prepared for Moro Cojo Slough Management and Enhancement Plan and a Negative Declaration filed on May 2, 1996 with no comments.

(d) "Biological Survey" prepared by Ed Mercurio, Biological Consultant, dated July 2, 2006.

5. FINDING: NO VIOLATIONS - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County’s zoning ordinance. No violations exist on the property. Zoning violation abatement costs, if any, have been paid.

EVIDENCE: (a) Staff reviewed Monterey County RMA - Planning Department and Building Services Department Monterey County records and is not aware of any violations existing on subject property.
6. FINDING: HEALTH AND SAFETY - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE: (a) Preceding findings and supporting evidence

7. FINDING: PUBLIC ACCESS - The project is in conformance with the public access and public recreation policies of the Coastal Act and Local Coastal Program, and does not interfere with any form of historic public use or trust rights (see Section 20.70.050.B.4 of Title 20). Public access is required as part of the project, however, there is no substantial adverse impact on public coastal access, either individually or cumulatively, as described in Section 20.70.050.B.4.c of the Monterey County Coastal Implementation Plan, can be demonstrated.

EVIDENCE  
(a) The subject property is not described as an area where the Local Coastal Program requires access.

(b) The subject property is not indicated as part of any designated trails or shoreline access as specified in Policy 6.3.3 of the North County Land Use Plan.

(c) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.

(d) Staff site visit on August 11, 2006

8. FINDING: APPEALABILITY - The decision on this project is appealable to the Board of Supervisors and the California Coastal Commission.

EVIDENCE: Sections 20.86.030 and 20.86.080 of Title 20 Zoning Ordinance (Part 1 of the Monterey County Coastal Implementation Plan).
### EXHIBIT D
Monterey County Resource Management Agency
Planning Department
Condition Compliance and/or Mitigation Monitoring Reporting Plan

<table>
<thead>
<tr>
<th>Permit Cond. Number</th>
<th>Mitig. Number</th>
<th>Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department</th>
<th>Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted</th>
<th>Responsible Party for Compliance</th>
<th>Timing</th>
<th>Verification of Compliance (name/date)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>PBD029 - SPECIFIC USES ONLY</td>
<td>This Coastal Development permit (PLN060310) allows development within 100 feet of environmentally sensitive habitat as part of implementation of the Moro Cojo Slough Management and Enhancement Plan. This portion of the plan includes the creation of two ponds for the purpose of watershed restoration located on the northwestern side of the property. One pond will be 12 acres in size with a maximum depth of 3.5 feet and the other will be 1.5 acres in size with a maximum depth of 2 feet. The property is located at Highway One and Moss Landing Road, Moss Landing (Assessor’s Parcel Numbers 133-151-022 &amp; 133-151-023-000), North County Area, Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the following terms and conditions. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning Department. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. [Resource Management Agency (RMA) - Planning Department]</td>
<td>Adhere to conditions and uses specified in the permit.</td>
<td>Owner/Applicant</td>
<td>Ongoing unless otherwise stated</td>
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<td></td>
<td>PBD025 - NOTICE-PERMIT APPROVAL</td>
<td>Proof of recordation of this notice shall be furnished to RMA - PD</td>
<td>Owner/Applicant</td>
<td>Prior to Issuance of grading and building permits or start of use</td>
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<td>2.</td>
<td>The applicant shall record a notice which states: &quot;A permit (Resolution No. 060310) was approved by the Zoning Administrator for Assessor's Parcel Numbers 133-151-022 &amp; 133-151-023-000 on September 14, 2006. The permit was granted subject to 4 conditions of approval, which run with the land. A copy of the permit is on file with the Monterey County RMA - Planning Department.&quot; Proof of recordation of this notice shall be furnished to the Director of RMA - Planning Department prior to issuance of building permits or commencement of the use. (RMA - Planning Department)</td>
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<td>3.</td>
<td>PBD030 - STOP WORK - RESOURCES FOUND</td>
<td>Stop work within 50 meters (165 feet) of uncovered resource and contact the Monterey County RMA - Planning Department and a qualified archaeologist (i.e., an archaeologist registered with the Society of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery. (RMA - Planning Department)</td>
<td>Owner/Applicant</td>
<td>Ongoing</td>
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<td></td>
<td>PBD026 – NOTICE OF REPORT</td>
<td>Proof of recordation of this notice shall be furnished to PBI.</td>
<td>Owner/Applicant</td>
<td>Prior to issuance of grading and building permits</td>
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<td>4.</td>
<td>Prior to issuance of building or grading permits, a notice shall be recorded with the Monterey County Recorder which states: &quot;A Biological report has been prepared for this parcel by Ed Mercurio, Biological Consultant, dated July 2, 2006 and is on record in the Monterey County Planning and Building Inspection Department Library No. LIB060445. All development shall be in accordance with this report.&quot; <em>(RMA - Planning Department)</em></td>
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Rev. 08/06
EXHIBIT “E”

MINUTES
North County Coastal Land Use Advisory Committee
Monday, August 7, 2006

1. Meeting called to order 9:15 AM- waited for applicant to arrive

2. Members Present: Kim Solano, David Evans, Marjorie Kay (3)

3. Members Absent: Joy Rosales [excused absence], Michele Kirby [unexcused absence] (2)

4. Approval of Minutes: April 3, 2006

   Motion: David Evans (LUAC Member's Name)
   Second: Marjorie Kay (LUAC Member's Name)

   Ayes: David Evans, Marjorie Kay (2)
   Noes: 0
   Absent: Michele Kirby, Joy Rosales (2)
   Absent: Kim Solano who was absent April 3rd (1)

5. Public Comments: None

6. Other Items: A) Preliminary Courtesy Presentations by Applicants Regarding Potential Projects/Applications:

   None
Action by Land Use Advisory Committee

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, California
(831) 755-5025

Advisory Committee: North County Coastal

Please submit your recommendations for this application by Monday, August 07, 2006.

Project Title: ELKHORN SLOUGH FOUNDATION
File Number: PLN06310
File Type: ZA
Planner: GONZALES
Location: HWY 1 AT MOSS LANDING RD MOSS LANDING
Project Description:
COASTAL DEVELOPMENT PERMIT TO ALLOW DEVELOPMENT WITHIN 100 FEET OF ENVIRONMENTALLY SENSITIVE HABITAT AS PART OF IMPLEMENTATION OF THE MORO COJO SLOUGH MANAGEMENT AND ENHANCEMENT PLAN. THIS PORTION OF THE PLAN INCLUDES THE CREATION OF TWO PONDS FOR THE PURPOSE OF WATERSHED RESTORATION LOCATED ON THE NORTHWESTERN SIDE OF THE PROPERTY. ONE POND WILL BE 12 ACRES IN SIZE WITH A MAXIMUM DEPTH OF 3.5 FEET AND THE OTHER WILL BE 1.5 ACRES IN SIZE WITH A MAXIMUM DEPTH OF 2 FEET. THE PROPERTY IS LOCATED AT HIGHWAY ONE AND MOSS LANDING ROAD, MOSS LANDING (ASSESSOR'S PARCEL NUMBERS 133-151-022-000 & 133-151-023-000), NORTH COUNTY AREA, COASTAL ZONE.

Was the Owner/Applicant/Representative Present at Meeting? Yes X No
Mark Silberstein

PUBLIC COMMENT: None

AREAS OF CONCERN (e.g. traffic, neighborhood compatibility, visual impact, etc.):

The committee considers an area of concern if this application is not approved. There will be a better use of the property with approval. This is taking unproductive fallowed agricultural land and allowing an excellent use.

RECOMMENDED CHANGES/CONDITIONS (e.g. reduce scale, relocate on property, reduce lighting, etc.): None

ADDITIONAL LUAC COMMENTS:

What an exciting application for the LUAC and we encourage all Planning Commissioners to do the site visit. Humans and wildlife will benefit while recharging fresh water in an overdraft aquifer.

RECOMMENDATION (e.g. recommend approval; recommend denial; recommend continuation):

Kim Solano made the motion to recommend approval with David Evans seconding the motion

CONCUR WITH RECOMMENDATION:

AYES: Kim Solano, David Evans, Marjorie Kay (3)

NOES: 0

ABSENT: Joy Rosales, Michele Kirby (2)

ABSTAIN: 0

MEETING ADJOURNED: 9:40 AM
Resolution No. 96-417

RESOLUTION OF THE BOARD OF
SUPERVISORS ADOPTING A NEGATIVE
DECLARATION AND APPROVING THE
MORO COHO SLOUGH MANAGEMENT
AND ENHANCEMENT PLAN

WHEREAS, Recommended Action 2.3.4.2 of the North County Land Use Plan provides for the preparation of a comprehensive wetland management plan for the Moro Cojo Slough, and

WHEREAS, the California Coastal Commission granted a permit (#3-89-4) to the Monterey County Water Resources Agency to replace culverts and tidegates at Moss Landing Road to control tidal action within Moro Cojo Slough, and

WHEREAS, as a condition approving Coastal Development Permit #3-89-4, the Water Resources Agency agreed to prepare a wetland management plan pursuant to Recommended Action 2.3.4.2, and

WHEREAS, in 1993 the State Coastal Conservancy approved a grant request from the Board of Supervisors to fund the preparation of a management and enhancement plan for the Moro Cojo Slough, and

WHEREAS, the consulting firm of The Habitat Restoration Group was selected and contracted to prepare a management and enhancement plan for Moro Cojo Slough, and

WHEREAS, the Elkhorn Slough National Estuarine Research Reserve Advisory Committee (RAC) was selected to guide and review the preparation of management and enhancement plan for Moro Cojo Slough, and

WHEREAS, the RAC considered four plan alternatives and selected a preferred plan entitled Winter/Spring Fresh Conditions (Plan), and

WHEREAS, an Initial Study was prepared and circulated on the Plan which determined that the project would not have a significant effect on the environment, and that a Negative Declaration should be prepared, and

WHEREAS, no comments were received from Reviewing Agencies regarding the Initial Study and preparation of a Negative Declaration, and

WHEREAS, the North County Advisory Committee recommended approval of the Plan (6-0), and
WHEREAS, the Planning Commission considered the Plan on June 26, 1996 and recommended to the Board of Supervisors approval of the Plan (5-2-1-2); with modifications to Phase I to include the implementation of a pilot project on public lands and the timing of Phases II through IV would occur only after evaluation of the pilot project, and

WHEREAS, the Board of Supervisors considered the Planning Commission recommendation on October 22, 1996; with an additional recommendation agreed to by a group of property owners, interested parties and Supervisors Pennycook and Perkins, within whose Districts Moro Cojo Slough is located, that a modification to Phase I of the Implementation Component is needed which would:

Provide for pilot projects on public, and/or non-profit agency owned lands in years 1 through 10 to test the effectiveness of the management actions and to evaluate any impacts they may have on adjacent agricultural activities; thereby offering modifications to correct any deficiencies to remaining management actions through the remaining phases.

NOW THEREFORE BE IT RESOLVED that based upon the foregoing recitals, the Board of Supervisors of the County of Monterey, State of California does hereby adopt aNegative Declaration and approve, as modified by the Planning Commission and as modified above the Moro Cojo Slough Wetland Management and Enhancement Plan as conceptually shown on the attached map.

NOW, THEREFORE, BE IT RESOLVED, THAT

PASSED AND ADOPTED on this 22nd day of October, 1996, upon motion of Supervisor Perkins, seconded by Supervisor Pennycook, by the following vote, to-wit:

AYES: Supervisors Salinas, Pennycook, Perkins, Johnsen, Karas
NOES: None
ABSENT: None

By virtue of the foregoing, the following is a true copy of the original order of said Board Supervisors duly made and entered in the minutes thereof at page 69 of Minute Book 69 on October 22, 1996

Dated: October 22, 1996

Ernest K. Morishita, Clerk of the Board of Supervisors of the County of Monterey, State of California
By: Pamela Olivas
Deputy
Attachment D
To: Dr. Gage Dayton  
Moro Cojo Restoration Coordinator  
Moss Landing Marine Labs

Mark Silberstein  
Director  
Elkhorn Slough Foundation

RE: Technical Advice from the Moro Cojo Technical Advisory Committee

Gage and Mark,

Please accept this letter and two accompanying guidance documents from the Moro Cojo Technical Advisory Committee. Enclosed are the finalized meeting notes from the January 18th Moro Cojo TAC meeting and the official TAC guidance summary. The meeting notes were drafted by Adam Wiskind after referencing the audio tape of the meeting and then finalized based on comments from TAC members.

The TAC Guidance Summary is a compilation of TAC member comments (a vote) on 8 technical questions. The technical questions were drafted by myself with comment from Moss Landing and are intended to address the three outstanding technical questions for which the TAC meeting was held, while being more specific as to distinctions raised at the January 18th meeting. The TAC was not asked to vote during the meeting due to Mark’s absence. The vote was conducted a week later to fulfill my obligation, as coordinator, to provide guidance from the TAC. It should be noted that during the TAC meeting most members commented that they were in agreement on most issues.

The vote was intended to be an official tally of TAC members general views on various restoration concepts which were questioned during last years review of the Moro Cojo Restoration Plan. This vote is not intended to be taken out of context and is by design meant to reference the various conditions and factors discussed during the TAC meeting and provided by members as part of their vote. While several members did not feel comfortable making general guidance statements (see general comments), most TAC members were able to provide both a general statement of agreement (yes, no) with any necessary caveats or clarifications. Most TAC members agreed that the greatest guidance to MLML for completing restoration, are included in the meeting notes.

Most TAC Members also supported an adaptive management strategy for implementation of various restoration actions. Most agreed that appropriate restoration techniques can be designed and implemented in ways that minimize other concerns including farmer interests (rodents and geese) and long term management issues.
I believe that the dialog during this and previous TAC meetings reflects an agreement that Moss Landing has demonstrated the ability to address problems during project implementation and has shown the ability to respond quickly to new concerns and conflicts.

I hope that this guidance and technical review will enable Moss Landing and Elkhorn Slough Foundation to move quickly with restoration efforts and make the best use of the state grant funds supporting the restoration of the Moro Cojo Slough. I have asked Gage to provide me with quarterly updates which I will then distribute to TAC members to keep them informed of progress.

Please accept my continued offer of support for this project.

Best,

Ross Clark
Central Coast Water Quality Coordinator
California Coastal Commission

c.c. Moro Cojo TAC Members

Enclosed: Moro Cojo Technical Advisory Committee Guidance Summary
Moro Cojo Technical Advisory Committee Meeting Notes
<table>
<thead>
<tr>
<th>Organization/Entity</th>
<th>Law Firm/Consultant</th>
<th>Company/Utility</th>
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<td>AT&amp;T</td>
<td>Don Pickett &amp; Associates, Inc.</td>
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<td>Douglass &amp; Liddell</td>
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<td>In House Energy</td>
<td>Sempra Energy (SoCal Gas)</td>
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