Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

February 25, 2025

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Board of Supervisors. If you are scheduled to address the Board, please state your full name for the record. The Board will not address timed items before they are scheduled. The "Consent Calendar" may be adopted by one motion. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

NOTE: You can listen to the meeting by dialing one of the numbers below:

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Code: **401978 - THIS LINE IS FOR LISTENING IN ONLY**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of February 11, 2025 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 5 minutes allowed per Department for Staff Reports.**
This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 5.

1. BOARD OF SUPERVISORS
   Approve out of State travel for Supervisor Boes to attend the 2025 NACo Legislative Conference in Washington, D.C. February 27, 2025 through March 4, 2025.

2. COUNTY ADMINISTRATIVE OFFICE
   Adopt Resolution Authorizing County Administrative Officer to sign and submit any USDA Rural Development Grants or Loan Applications for which the County is eligible for a period of five years.

3. PURCHASING AND PROCUREMENT
   Approve Grazing Agreement with **Manhart Farms LLC** for grazing of livestock on and around the Evans Road landfill site.

4. PURCHASING AND PROCUREMENT
   Approve specifications and working details for the Request for Bid (RFB) for the removal and replacement of the roof at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.

5. PURCHASING AND PROCUREMENT
   Approve contract with **Interior Spaces Corp** for procurement and installation of office furniture located at 251 E. Webster St, Colusa CA in an amount not to exceed $53,307.73.

6. TREASURER
   Accept January 25 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Approve the revised job description and update the salary range for the Deputy Air Pollution Control Officer (Deputy APCO) from MGT50 ($5,563 - $7,132) to MGT21 ($6,364 - $8,153) effective March 1, 2025.

2. Approve a temporary, PERS Annuitant position in the classification of Interim Director of Public Works, TPT, DH Range 41, Step 15, $97.81 per hour, effective February 26, 2025; not to exceed 960 hours in a fiscal year. **Further**, waive the hourly restriction of 28 hours per week for extra-help appointments and adopt a Resolution appointing Scott Lanphier as Interim Director of Public Works/Airport Operations under Government Code section 21221(h).

IV. AUDITOR

1. Discussion and possible action regarding CSA #2 (Stonyford) loan requirement compliance.

V. BOARD OF SUPERVISORS

1. Approve letter in support of AB 59 as introduced by Assembly Member Aguiar-Curry, which would authorize Reclamation District No. 108 to continue to exercise hydroelectric power authority after January 1, 2026.

VI. SUPERVISORS' REPORTS OR COMMENTS

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

VIII. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

2. Worker's Compensation Claim
   California Government Code section 54956.95.
   Claimants: John Guerrero - Claim No. TIBZ600060
   Agency claimed against: Colusa County

9:30 a.m. PUBLIC HEARING

COMMUNITY DEVELOPMENT DEPARTMENT

1. Public Hearing and adoption of a Resolution for the Janus Solar and Battery Storage project (#PD-24-24) which would: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; and (3) find that the project is compatible with the County's Williamson Act program.

   Further, introduction by title only, and adoption of an Ordinance approving a Development Agreement with **Janus Solar PV, LLC** for said project.

   Furthermore, introduction and first reading, by title only, of an Ordinance that would approve a Franchise Agreement with Janus Solar PV, LLC for said project and direct the County Counsel to prepare a summary of the Ordinance for publication.

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

ORDINANCES AND PUBLIC HEARINGS: If you challenge in a court action a decision of the Colusa County Board of Supervisors regarding a zoning, planning, land use, or

environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues (1) you or someone else raised at such public hearing, or (2) raised in written correspondence delivered to the Colusa County Board of Supervisors at, or prior to, such public hearing.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve out of State travel for Supervisor Boes to attend the 2025 NACo Legislative Conference in Washington, D.C. March 1-4, 2025.

Approve out of State travel for Supervisor Boes to attend the 2025 NACo Legislative Conference in Washington, D.C. February 27, 2025 through March 4, 2025.

Detailed Description/Background of request

The NACo legislative conference brings together county leaders from across the county to focus on federal policy issues that impact counties and our residents. Attendees will have the opportunity to participate in timely policy sessions, meet with members of Congress and interact with federal agency officials.

The NACo Conference starts on March 1, 2025 but Supervisor Boes has signed up for the Pre-Conference event held on Friday, February 28, 2025 9:00 a.m. - 12:30 p.m., Building Resilient Economies in Coal Communities (BRECC); The BRECC forum invites officials from all levels of government to learn more about the economic transformation of COAL-IMPACTED COMMUNITIES. The BRECC is showcasing the impacts of BRECC's, technical assistance efforts, local leaders and stakeholders will exchange resources and outline strategies to build stronger, more resilient economies. Participants will engage with key federal stakeholders, share success stories and learn best practices for economic diversification.

Prior Board Action

None

Fiscal Impact/Funding Source

Airfare $442.57
Conference Registration $590.00
Hotel Reservation $1,913.16
This does not include costs for breakfast, lunch or dinners.

Action for the Clerk

None.

ATTACHMENTS:

- Schedule 2025 NACo Legislative Conference (PDF)
- Registration Confirmation Supervisor Boes (PDF)
- Flight Confirmation Supervisor Boes (PDF)
- NACo Hotel Reservation (PDF)

NATIONAL ASSOCIATION of COUNTIES NACo



2025 NACo Legislative Conference

Mar. 1-4, 2025 | Washington, D.C.

Conference Schedule

FULL SESSION DETAILS

FILTER BY TYPE All Sessions

Explore the full schedule for the 2025 NACo Legislative Conference. Use the links below to print the latest version of the schedule or to jump to a specific conference day.

Times listed in Eastern Daylight Time.

Print Schedule Friday, Feb. 28 Saturday, Mar. 1 Sunday, Mar. 2 Monday, Mar. 3 Tuesday, Mar. 4

Friday, Feb. 28

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

CIO Speed Sharing Session

Open to All County CIOs

9:00 A.M. – 10:00 A.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

County Chief Information Officers, IT Directors and other county IT leadership are invited to attend this one hour of discussion and networking. The interactive session will be moderated by the NACo County - Technology Advisory Council and will include three twenty-minute table discussion on relevant and emerging technology. Come get to know your IT peers in county government. Breakfast will be provided.

Building Resilient Economies in Coal Communities (BRECC) Forum

Separate Registration Required

9:00 A.M. – 12:30 P.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

The BRECC Forum invites officials from all levels of government to learn more about the economic transformation of coal-impacted communities. Showcasing the impacts of BRECC's technical assistance efforts, local leaders and stakeholders will exchange resources and outline strategies to build stronger, more resilient economies. Participants will engage with key federal stakeholders, share success stories and learn best practices for economic diversification.

NACo Technology Innovation Forum

Separate Registration Required

10:30 A.M. – 5:15 P.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

The theme for this year's Technology Innovation Forum (formerly CIO Forum) is "Empowering Leaders: Navigating Technology Risks in County Government". This theme aims to address the unique challenges faced by counties when it comes to managing risk with existing and legacy infrastructure, as well as emerging technologies such as artificial intelligence.

View Agenda

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

SPEAKERS

Laurel Caldwell
Chief Information Officer, Latah County, Idaho

Carolyn Staats
Director of Innovation, Sonoma County, Calif.

Steve Sorensen
Application Development Manager, Sonoma County, Calif.

Michael Taylor
Deputy County Manager - Chief Information Officer, Pitt County, N.C.

Kathryn Poff
Chief Information Security Officer & Deputy Director, Calvert County, Md.

Michael Gallagher
Deputy Chief Information Officer, Bucks County, Pa.

Hon. Jennifer Henderson
County Treasurer, Schleicher County, Texas

David Smith
Chief Information Officer, San Diego County, Calif.

Meghan Cook
Director, Cyber Incident Response Team and Assistant Director, Office of Counter Terrorism, NYS Division of Homeland Security and Emergency Services

Rita Reynolds
Chief Information Officer and Managing Director of Technology Programs, NACo

Jonathan Harris
Associate Research Director, NACo

Tim Shriver
Director of Integrated Public Safety and Justice, Peregrine

Paul Wormeli
Innovation Strategist, Wormeli Consulting

Subhankar Sarkar
Managing Director, Ernst & Young

Michael Sitler
Founder & CEO, Sectri

Luke Norris
Vice President of Platform Enablement & Digital Transformatior Granicus

Curtis Webb
Senior Director, Head of Go-to-Market Strategy, Visa Direct North America

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Disaster Response Training

Separate Registration Required, Limited Capacity

1:00 P.M. – 5:00 P.M. | COLUMBIA 3 AND 4, TERRACE LEVEL (WASHINGTON HILTON)

As the frequency, severity and cost of natural disasters continue to increase, county officials must be prepared to respond to these events efficiently to return our communities and residents' lives back to normal as quickly as possible. This interactive training – led by Hagerty Consulting, a NACo Corporate Premier Partner who assists communities in preparing for and recovering from disasters – will provide attendees with invaluable insights into the steps local officials should take before, during and after a disaster to protect life and property. All attendees will receive certification for completing this course.

NACo Technology Innovation Forum Reception

5:30 P.M. – 7:00 P.M. | COLUMBIA NORTH, TERRACE LEVEL (WASHINGTON HILTON)

Technology Innovation Forum attendees are invited to the closing reception.

Saturday, Mar. 1

First Time Attendee Breakfast

8:00 A.M. – 9:15 A.M. | INTERNATIONAL BALLROOM CENTER, CONCOURSE LEVEL (WASHINGTON HILTON)

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

County and state association attendees joining their first NACo conference are invited to this breakfast to receive a short orientation on NACo and the Legislative Conference and have the opportunity to meet and network with other first time attendees and seasoned NACo ambassadors.

Policy Coordinating Committee Meeting #1

8:30 A.M. – 9:00 A.M. | HOLMEAD WEST/EAST, LOBBY LEVEL (WASHINGTON HILTON)

NACo policy committee chairs will convene to review resolutions each policy committee will consider later in the day.

Agriculture and Rural Affairs Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | COLUMBIA 3 AND 4, TERRACE LEVEL (WASHINGTON HILTON)

Join NACo's Agriculture and Rural Affairs Policy Steering Committee Meeting to gain insight into the challenges and opportunities facing rural America. Attendees will connect with peers and learn about key innovations in rural policy and practice that build stronger, more resilient communities. Speakers will include leading thinkers and decision-makers from across the agriculture and rural development sectors, including nationally renowned policy experts, stakeholders and federal partners. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

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Community, Economic and Workforce Development Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | INTERNATIONAL BALLROOM WEST, CONCOURSE LEVEL (WASHINGTON HILTON)

Federal partners, national experts and thought leaders will join the Community, Economic and Workforce Development Policy Steering Committee to discuss policy priorities and best practices in attainable housing, community revitalization, workforce development, and more. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

Environment, Energy and Land Use Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | JEFFERSON WEST/EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

National policy experts and practitioners will join the Environment, Energy and Land Use Policy Steering Committee to discuss committee priorities, including per-and polyfluoroalkyl substances (PFAS), the nation's energy system, and more. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

SPEAKERS

Hon. Archie Chaisson, III
President, Lafourche Parish, La.

Susan Parker Bodine
Partner, Earth & Water Law LLC

Chris Marklund
Deputy Staff Director, Majority, House Committee on Natural Resources

Frank Canavan
State Affairs Manager, American Gas Association

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Finance, Pensions and Intergovernmental Affairs Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | COLUMBIA 11 AND 12, TERRACE LEVEL (WASHINGTON HILTON)

The Finance, Pensions and Intergovernmental Affairs Policy Steering Committee Meeting will cover a wide range of matters of importance to counties related to revenue and fiscal management, federal tax reform, pension and retirement benefits, municipal bonds, the intergovernmental partnership and the balance of federalism, elections, and more. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

View Agenda

SPEAKERS

Hon. Curtis Koch
Auditor, Davis County, Utah

Brian Egan
Chief Policy Officer, National Association of Bond Lawyers

Emily Brock
Director - Federal Liaison Center, Government Finance Officers Association (GFOA)

Jason Tinsley
County Manager, Upson County, Ga.

Hon. Bob Dixon
Presiding Commissioner, Greene County, Mo.

Alexandre Fall
Senior Associate, Pew Charitable Trusts

Matt Kreis
General Counsel, Center for Community Progress

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Health Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

NACo's Health Policy Steering Committee will be joined by national experts and thought leaders to discuss timely health policy issues relevant to counties, such as addressing hunger as a social determinant of health, strategies for addressing youth mental health and enhancing cyber security in healthcare settings. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

Human Services and Education Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

Join the Human Services and Education Policy Steering Committee to engage with federal partners, subject matter experts and county officials on policy priorities and best practices in key areas such as human service delivery during natural disasters, strengthening the human services workforce, and building consensus around policies and programs that support families with children. The Committee will also discuss opportunities to advance county human services and education policy priorities during the upcoming Congressional August recess. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Justice and Public Safety Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | LINCOLN WEST/EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

Congressional and federal agency partners will join the Justice and Public Safety Policy Steering Committee to discuss critical issues, including mental health in the criminal justice system, disaster mitigation and response, and the outlook for the committee's policy priorities in the remainder of the 118th Congress. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

Public Lands Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

Join the Public Lands Policy Steering Committee for discussion with federal land management agencies and industry experts on land management policies, species protection efforts, federal land revenue sharing programs and energy development on public lands. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

Telecommunications and Technology Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | GEORGETOWN WEST/EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

The NACo Telecommunications and Technology Policy Steering Committee will meet to discuss a wide variety of topics, including broadband access and affordability, emergency communications practices, support for the 988 Suicide and Crisis Lifeline, and more. The

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

View Agenda

SPEAKERS

Hon. Shinica Thomas
Chair, Wake County Board, N.C.

Hon. Jennifer Clark
Board member, Lake County, Ill.

Transportation Policy Steering Committee Meeting

9:30 A.M. – 4:00 P.M. | INTERNATIONAL BALLROOM EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

Join the Transportation Policy Steering Committee Meeting to learn more about how counties are working with our intergovernmental and industry partners, as well as one another, to rebuild and modernize the nation's infrastructure. Members will hear from transportation stakeholders on topics related to the significant role counties play in America's transportation and infrastructure system. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

SPEAKERS

Hon. Eileen Higgins
Commissioner, Miami-Dade County, Fla.

Kevan Stone
Executive Director, National Association of County Engineers

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

First Time Attendee Policy Steering Committee Explainer

10:30 A.M. – 11:15 A.M. | TENLEYTOWN EAST/WEST, FIRST FLOOR (WASHINGTON HILTON)

First-time NACo attendees are invited to join this 101 on NACo's policy and committee process to better understand how NACo's federal advocacy agenda is set by members and conference attendees.

Policy Coordinating Committee Meeting #2

4:30 P.M. – 5:00 P.M. | HOLMEAD WEST/EAST, LOBBY LEVEL (WASHINGTON HILTON)

NACo policy committee chairs will convene to review resolutions approved by each policy committee during the course of the day.

National Association of County Administrators (NACA) Board Meeting

5:00 P.M. – 6:00 P.M. | SHAW, FIRST FLOOR (WASHINGTON HILTON)

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North Carolina Caucus

5:00 P.M. – 6:00 P.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

Alabama Delegate Caucus

5:00 P.M. – 6:00 P.M. | COLUMBIA 2, TERRACE LEVEL (WASHINGTON HILTON)

The NACo Programs and Services Standing Committee will receive updates on NACo's programs and services and generate recommendations for the NACo officers and the Board of Directors on future programming. This meeting is open to all conference attendees.

California Caucus

5:00 P.M. – 6:30 P.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

Colorado Caucus

5:00 P.M. – 6:30 P.M. | COLUMBIA 3 AND 4, TERRACE LEVEL (WASHINGTON HILTON)

Join NACo's Agriculture and Rural Affairs Policy Steering Committee Meeting to gain insight into the challenges and opportunities facing rural America. Attendees will connect with peers and

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

learn about key innovations in rural policy and practice that build stronger, more resilient communities. Speakers will include leading thinkers and decision-makers from across the agriculture and rural development sectors, including nationally renowned policy experts, stakeholders and federal partners. The committee will also consider policy resolutions and platform changes to shape NACo's federal advocacy.

Illinois Counties Reception and Dinner

An Off-Site Event, by Invitation Only

5:00 P.M. – 6:30 P.M.

New Mexico Counties Reception

5:00 P.M. – 6:30 P.M. | MORGAN, LOBBY LEVEL (WASHINGTON HILTON)

New York State Delegation Reception / Meeting

5:00 P.M. – 6:30 P.M. | ROCK CREEK, FIRST FLOOR (WASHINGTON HILTON)

Texas Reception (by Invitation Only)

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5:00 P.M. – 6:30 P.M. | OAK LAWN, LOBBY LEVEL (WASHINGTON HILTON)

Georgia Reception (by Invitation Only)

5:00 P.M. – 7:00 P.M. | NORTHWEST, LOBBY LEVEL (WASHINGTON HILTON)

Police Jury Association of Louisiana Hospitality Reception

5:00 P.M. – 7:00 P.M. | FAIRCHILD WEST/EAST, TERRACE LEVEL (WASHINGTON HILTON)

North Carolina Reception

6:00 P.M. – 7:00 P.M. | KALORAMA, LOBBY LEVEL (WASHINGTON HILTON)

NACA Reception, Sponsored by MissionSquare Retirement

6:30 P.M. – 7:30 P.M. | HOLMEAD WEST/EAST, LOBBY LEVEL (WASHINGTON HILTON)

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Sunday, Mar. 2

Non-Denominational Worship Service

7:00 A.M. – 7:45 A.M. | HOLMEAD WEST/EAST, LOBBY LEVEL (WASHINGTON HILTON)

Affiliate and State Association Meetings and Breakfasts

8:00 A.M. – 9:45 A.M.

DCR Advisory Committee Breakfast

8:00 A.M. – 9:45 A.M. | ROCK CREEK, FIRST FLOOR (WASHINGTON HILTON)

NACo's Deferred Compensation Advisory Committee acts as an advocate for counties and their employees who participate in the NACo Deferred Compensation Program. The DCR Advisory Commitee will discuss the NACo/Nationwide performance numbers, including assets, participants and county jurisdictions. This session will also include an update on the latest retirement services initiatives for counties and employees.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

International Economic Development Task Force Convening

8:00 A.M. – 9:45 A.M. | COLUMBIA 3 AND 4, TERRACE LEVEL (WASHINGTON HILTON)

IT Standing and FutureTech Subcommittee Joint Meeting - Part 1

8:00 A.M. – 9:45 A.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

The Information Technology Standing Committee and FutureTech Subcommittee (formerly GIS) consist of elected officials and county IT leaders. The committees will meet jointly to hear from national organizations, partners and counties on a variety of topics including artificial intelligence, cloud adoption, data governance and cyber security.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Resilient Counties Advisory Board Breakfast

8:00 A.M. – 9:45 A.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

As our communities and national infrastructure are tested by extreme weather events, communicating risk is an increasingly critical responsibility of county governments. Pre-disaster, successful communication can motivate community members to harden their homes against storms, develop emergency plans, and take other steps to increase the likelihood of rapid and full recovery. During a disaster or emergency, local authorities must reach people to share accurate, timely and potentially life-saving information. Join NACo's Resilient Counties Advisory Board for a discussion on how county governments can best communicate risk and share emergency updates.

Western Interstate Region (WIR) Board of Directors Meeting

8:00 A.M. – 9:45 A.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

The Western Interstate Region (WIR) is dedicated to the promotion of Western interests within NACo, including public land issues (use and conservation), community stability and economic development, and the promotion of the traditional Western way of life. WIR Board Members will discuss county involvement in energy production, balancing resource development needs and public access to federal lands and opportunities to grow rural Western economies.

Healthy Counties Advisory Board Meeting

8:00 A.M. – 9:45 A.M. | GEORGETOWN WEST/EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Join NACo's Healthy Counties Advisory Board for interactive discussions around addressing social determinants of health, strengthening public health infrastructure and achieving health equity for county residents. All conference attendees welcome.

Membership Committee Meeting

Invitation Only

8:00 A.M. – 9:45 P.M. | TENLEYTOWN WEST, FIRST FLOOR (WASHINGTON HILTON)

IT Standing and FutureTech Subcommittee Joint Meeting - Part 2

10:00 A.M. – 11:45 A.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

The Information Technology Standing Committee and FutureTech Subcommittee (formerly GIS) consist of elected officials and county IT leaders. The committees will meet jointly to hear from national organizations, partners and counties on a variety of topics including artificial intelligence, cloud adoption, data governance and cyber security.

Large Urban County Caucus Meeting

10:00 A.M. – 11:45 A.M. | INTERNATIONAL BALLROOM EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

NACo's Large Urban County Caucus (LUCC) is the premier national forum for exchanging ideas and solutions that help urban counties address pressing issues. LUCC members will meet with

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

federal officials and national leaders on policy issues for urban counties, focused on six priority areas: Addressing the impacts of mental health and substance use; transportation/infrastructure; maternal and infant mortality; housing accessibility and homelessness; elections and voting rights; and health care access and equity.

Midsize Caucus Exploratory Committee Meeting

10:00 A.M. – 11:45 A.M. | JEFFERSON WEST/EAST AND LINCOLN WEST, CONCOURSE LEVEL (WASHINGTON HILTON)

The inaugural meeting of the Midsize County Caucus will bring together county leaders to discuss the distinct challenges and opportunities facing midsize counties across the nation. This session will focus on establishing key priorities and objectives to guide the caucus's efforts in advocating for the unique needs of midsize communities.

Rural Action Caucus Meeting

10:00 A.M. – 11:45 A.M. | INTERNATIONAL BALLROOM WEST, CONCOURSE LEVEL (WASHINGTON HILTON)

Join the Rural Action Caucus to discuss challenges and opportunities, share best practices and hear from stakeholders helping to shape policies and practices that impact the 70 percent of the nation’s counties that are considered rural.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

SPEAKERS

Hon. Lena Fowler
Supervisor, Coconino County, Ariz.

National Association of Civil County Attorneys Meeting

10:00 A.M. – 12:00 P.M. | JAY, LOBBY LEVEL (WASHINGTON HILTON)

National Association of County Human Services Administrators

10:00 A.M. – 12:00 P.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

National Organization of Black County Officials (NOBCO) Membership Meeting

12:00 P.M. – 12:30 P.M. | INTERNATIONAL BALLROOM CENTER, CONCOURSE LEVEL (WASHINGTON HILTON)

Affiliate and State Association Meetings and Lunches

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

12:00 P.M. – 1:30 P.M.

National Council of County Association Executives (NCCAE) Business Meeting

12:00 P.M. – 1:30 P.M. | SHAW, FIRST FLOOR (WASHINGTON HILTON)

This closed luncheon is reserved for state association executive directors.

National Democratic Counties Officials (NDCO)

12:00 P.M. – 1:30 P.M. | GEORGETOWN WEST/EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

NCRCO Member Luncheon

12:00 P.M. – 1:30 P.M. | LINCOLN EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

Workshop Block

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Beyond the Border: Federal Immigration Policies Impact on County Economies and Workforce

1:45 P.M. – 2:45 P.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

This panel discussion brings together national experts to explore the complex relationship between federal immigration policies and their effects on local economies and public sector workforces. Panelists will examine the challenges and opportunities created by immigration policy, focusing on labor force dynamics, economic growth, public services, and community integration. Attendees will gain valuable insights into how local governments can adapt to federal changes, ensure economic stability, and promote a fair and effective public sector workforce.

Jeopardy: NACo EDGE Solutions

1:45 P.M. – 2:45 P.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

Get ready to buzz in at our Jeopardy-themed workshop! This engaging session will put your knowledge to the test with questions centered around NACo EDGE People, Procurement, and Performance solutions for counties. With Carlos Greene stepping into the role of Alex Trebek, you'll feel like you're on the actual game show! The workshop will wrap up with a sweet treat at our ice cream sundae bar and the distribution of fabulous prizes. Don't miss out on this fun and informative session where everyone is a winner! Join us and see if you have what it takes to be the NACo EDGE Jeopardy champion!

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Regulatory Outlook: What counties can expect in the 119th Congress and beyond

1:45 P.M. – 2:45 P.M. | COLUMBIA 3 AND 4, TERRACE LEVEL (WASHINGTON HILTON)

Federal agencies publish thousands of regulations that directly impact county operations each year. Join this workshop to learn more about the federal regulatory process, the impact of current regulations on counties and the additional policy areas federal lawmakers and the Trump Administration may look to regulate.

SPEAKERS

Roger Nober
Director, Regulatory Studies Center

Sanjay Patnaik
Director, Center on Regulation and Markets at The Brookings Institution

Understanding Tribal Policy 101: the Past, Present and Future of County & Tribal Relations:

1:45 P.M. – 2:45 P.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

Counties and tribal nations across the country have existed for centuries as neighbors and served overlapping communities. Although at times the county and tribal relationship has at times been fraught, many county leaders across the country are looking to foster good working relationships with tribal nations to best serve our shared communities. This comes at a time where the U.S. Congress is seeking to legislatively address the 2009 Carcieri v. Salazar Supreme Court ruling, which could greatly impact county and tribal relations across the nation. During this session, panelists will explore the historical context surrounding federal tribal laws, where county and tribal relations stand today and legislative solutions to foster greater government-to-government relations.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

View Agenda

SPEAKERS

Patrick Daughtery
Partner, Van Ness Feldman

Hon. Joe Shirley, Jr.
Supervisor, Apache County, Ariz.

Hon. David Rabbitt
Supervisor, Sonoma County, Calif.

Advisory Boards and Commission Meetings

3:00 P.M. – 5:00 P.M.

NACIRO Business Meeting

3:00 P.M. – 5:00 P.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

National Association of County LGBT Leaders and Allies

Invitation Only

3:00 P.M. – 5:00 P.M. | TENLEYTOWN WEST, FIRST FLOOR (WASHINGTON HILTON)

NACo Board of Directors Forum

3:00 P.M. – 5:00 P.M. | JEFFERSON WEST/EAST AND LINCOLN WEST, CONCOURSE LEVEL (WASHINGTON HILTON)

North Carolina Association of Black County Officials (NCABCO)

3:00 P.M. – 5:00 P.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

This panel discussion brings together national experts to explore the complex relationship between federal immigration policies and their effects on local economies and public sector workforces. Panelists will examine the challenges and opportunities created by immigration policy, focusing on labor force dynamics, economic growth, public services, and community integration. Attendees will gain valuable insights into how local governments can adapt to federal changes, ensure economic stability, and promote a fair and effective public sector workforce.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Great Lakes Caucus Exploratory Committee Meeting

3:00 P.M. – 5:00 P.M. | GEORGETOWN EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

The Great Lakes Caucus Exploratory Committee Meeting will convene a small group of county leaders to discuss the unique challenges and opportunities facing counties in the Great Lakes region. This session will focus on identifying key objectives and priorities for establishing a larger caucus to address regional issues collaboratively.

Gulf States, Counties and Parishes Caucus Meeting

3:00 P.M. – 5:00 P.M. | LINCOLN EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

SPEAKERS

Hon. Archie Chaisson, III
President, Lafourche Parish, La.

Sarah Alexander
Energy and Coastal Policy Advisor, Office of U.S. Sen. Bill Cassidy (R-La.)

National Center for Public Lands Forum

3:00 P.M. – 5:00 P.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Immigration Reform Task Force (IRTF) Meeting

3:00 P.M. – 5:00 P.M. | COLUMBIA 11 AND 12, TERRACE LEVEL (WASHINGTON HILTON)

The Immigration Reform Task Force (IRTF) will hear from county officials, federal partners and policy experts to discuss the latest developments on immigration reform, learn about the impacts of immigration on local governments and communities and share best practices in migrant services.

Leveraging the Arts to Promote Community and Economic Development: Hosted by the NACo Arts & Culture Commission

3:00 P.M. – 5:00 P.M. | COLUMBIA 3 AND 4, TERRACE LEVEL (WASHINGTON HILTON)

Nonprofit arts and culture organizations generated $151.7 billion in economic activity, supported 2.6 million jobs and raised $29.1 billion in tax revenue in 2022. Come to this session to learn how the arts can strengthen your county's economy and learn from examples of partnerships between local, state and federal governments successfully promoting community and economic development using the arts. This meeting is open to all conference attendees.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Programs and Services Committee Meeting

3:00 P.M. – 5:00 P.M. | COLUMBIA 2, TERRACE LEVEL (WASHINGTON HILTON)

The NACo Programs and Services Standing Committee will receive updates on NACo's programs and services and generate recommendations for the NACo officers and the Board of Directors on future programming. This meeting is open to all conference attendees.

Veterans and Military Services Committee Meeting

3:00 P.M. – 5:00 P.M. | HOLMEAD WEST/EAST, LOBBY LEVEL (WASHINGTON HILTON)

NACo's Veterans and Military Services Committee will discuss opportunities to recruit and retain veterans and transitioning service members into the county workforce and explore successful partnerships between military installations and county governments improve the well-being of active-duty members of the military and their families. The committee will also learn about innovative practices in veterans services and opportunities to advance county policy priorities for veterans and military services in Congress.

Pennsylvania (PA) Counties Caucus

5:30 P.M. – 7:00 P.M. | MORGAN, LOBBY LEVEL (WASHINGTON HILTON)

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Affiliate and State Association Meetings and Receptions

5:30 P.M. – 8:00 P.M.

Reception Hosted by NACo's Large Urban County Caucus and Rural Action Caucus

7:00 P.M. – 9:00 P.M.

Monday, Mar. 3

Regional Caucus Meetings

8:00 A.M. – 8:45 A.M.

Central Region Caucus Meeting

8:00 A.M. – 8:45 A.M. | COLUMBIA 9 AND 10, TERRACE LEVEL (WASHINGTON HILTON)

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All attendees from the Central Region are invited to learn more about NACo and regional trends. The region includes: Iowa, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Nebraska, Ohio, Oklahoma and Wisconsin.

Northeast Region Caucus Meeting

8:00 A.M. – 8:45 A.M. | COLUMBIA 3, TERRACE LEVEL (WASHINGTON HILTON)

All attendees from the Northeast Region are invited to learn more about NACo and regional trends. The region includes: Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, Pennsylvania and West Virginia.

South Region Caucus Meeting

8:00 A.M. – 8:45 A.M. | COLUMBIA 6 AND 8, TERRACE LEVEL (WASHINGTON HILTON)

All attendees from the South Region are invited to learn more about NACo and regional trends. The region includes: Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas and Virginia.

West Region Caucus Meeting

8:00 A.M. – 8:45 A.M. | COLUMBIA 5 AND 7, TERRACE LEVEL (WASHINGTON HILTON)

All attendees from the West Region are invited to learn more about NACo and regional trends. The region includes: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, North

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

Dakota, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington and Wyoming.

General Session

9:00 A.M. – 10:30 A.M. | INTERNATIONAL BALLROOM, CONCOURSE LEVEL (WASHINGTON HILTON)

Workshop Block

Workshop Block #2

11:00 A.M. – 11:45 A.M.

Texas Urban County Roundtable

12:00 P.M. – 1:30 P.M. | FAIRCHILD WEST/EAST, TERRACE LEVEL (WASHINGTON HILTON)

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

NACo Board of Directors Meeting

12:00 P.M. – 2:30 P.M. | JEFFERSON WEST/EAST AND LINCOLN WEST, CONCOURSE LEVEL (WASHINGTON HILTON)

Federal Agency Expo

1:30 P.M. – 3:30 P.M. | COLUMBIA BALLROOM , TERRACE LEVEL (WASHINGTON HILTON)

NACo's Federal Agency Expo is the only event that brings over 100 federal officials from dozens of offices together in one room specifically to engage with county leaders. Set aside time during this one-of-a-kind opportunity to connect with any federal agencies important to your county

Affiliate and State Association Meetings

3:30 P.M. – 5:00 P.M.

Disaster Task Force Meeting

3:30 P.M. – 5:00 P.M. | HOLMEAD WEST/EAST, LOBBY LEVEL (WASHINGTON HILTON)

NACo's Intergovernmental Disaster Reform Task Force will convene to discuss the groups ongoing efforts to address the federal disaster system. This will include a conversation with

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

former FEMA officials about necessary reforms to the agency and how this group can pioneer change.

NextGen Business Meeting

3:30 P.M. – 5:00 P.M. | MORGAN, LOBBY LEVEL (WASHINGTON HILTON)

Utah Caucus Meeting

3:30 P.M. – 5:00 P.M. | FAIRCHILD WEST/EAST, TERRACE LEVEL (WASHINGTON HILTON)

Women of NACo Business Meeting and Workshop - By Invitation Only

3:30 P.M. – 5:00 P.M. | JEFFERSON WEST/EAST AND LINCOLN WEST, CONCOURSE LEVEL (WASHINGTON HILTON)

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Southwest Caucus Exploratory Committee Meeting

3:30 P.M. – 5:00 P.M. | KALORAMA, LOBBY LEVEL (WASHINGTON HILTON)

The Southwest Border Counties Forum Exploratory Committee will convene county leaders to discuss the unique challenges and opportunities facing counties along the Southwest border. This session will focus on identifying key priorities and objectives to guide the forum's efforts in advocating for the needs of border communities along with hearing from federal partners.

Missouri Association of Counties Reception - By Invitation Only

4:00 P.M. – 6:00 P.M. | GEORGETOWN WEST/EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

Affiliate and State Association Meetings and Receptions

5:00 P.M. – 8:00 P.M.

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

NACo Board of Directors Reception

6:30 P.M. – 8:30 P.M.

Members of NACo's Board of Directors are invited to this reception - information on the reception was distributed via email.

Tuesday, Mar. 4

Listening Sessions with Hawai'i Officials and Department of Defense

Open to county officials from the state of Hawai'i

8:00 A.M. – 9:00 A.M. | LINCOLN EAST, CONCOURSE LEVEL (WASHINGTON HILTON)

This session is open to all county leaders from the state of Hawai'i to meet with representatives from the U.S. Department of Defense (DOD) as part of NACo's partnership with the DOD's Readiness and Environmental Protection (REPI) Program.

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General Session

9:00 A.M. – 10:30 A.M. | INTERNATIONAL BALLROOM, CONCOURSE LEVEL (WASHINGTON HILTON)

Capitol Hill Day

11:00 A.M. – 5:00 P.M.

Roundtable Block #1

1:30 P.M. – 3:00 P.M.

Strengthening Military-County Partnerships to Achieve Shared Goals

1:30 P.M. – 3:00 P.M. | COLUMBIA 2, TERRACE LEVEL (WASHINGTON HILTON)

NACo's Military Communities Network (MCN) fosters collaboration between county governments and the U.S. Department of Defense (DOD). NACo's MCN presents this educational workshop featuring key leaders from the DOD to present and lead discussion on topics related to building stronger local partnerships with defense communities to advance

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

installation resilience, quality of life for military families, and community engagement objectives that directly support military readiness. All conference attendees are welcome to attend.

Disaster Advocacy Hill Briefing

1:30 P.M. – 3:00 P.M.

NACo President's Closing Reception

6:30 P.M. – 9:00 P.M.

Join the closing reception of the conference back at the Washington Hilton for food, music and a final chance to connect with other attendees.

NATIONAL ASSOCIATION of COUNTIES NACo

660 North Capitol Street, NW Suite 400
Washington, DC 20001

(202) 393-6226

Contact Us

Attachment: Schedule 2025 NACo Legislative Conference (10343 : Out of State Travel Supervisor Kent Boes)

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2025 NACo Legislative Conference

March 1, 2025 - March 4, 2025

The National Association of Counties (NACo) Legislative Conference brings together nearly 2,000 elected and appointed county officials to focus on federal policy issues that impact counties and our residents. Attendees have the opportunity to engage in second-to-none policy and educational sessions, interface with federal officials and participate in congressional meetings.

Don't miss this one-of-a-kind advocacy opportunity!

Registered As

Want to register someone else? Click here.
(/events/GuestRegistration/50012bfa-e050-ef11-a317-6045bd01032e)

Contact Info

First Name *

Kent

Last Name *

Boes

Email Address *

kboes@countyofcolusa.com
(mailto:kboes@countyofcolusa.com)

Title *

District 3 County Supervisor

Attachment: Registration Confirmation Supervisor Boes (10343 : Out of State Travel Supervisor Kent Boes)

Enter the number of guests to register. A maximum of four (4) guests is permitted. For travel companions only. Not valid for colleagues and those with related job functions. Partner/Spouse registrations include: conference-wide receptions and events.

PURCHASE ADDONS

UPDATE EVENT QUESTIONS (~/EVENTS/QUESTIONS/CEAD7107-DFE3-EF11-8EEA-6045BD021D73)

BACK

Attachment: Registration Confirmation Supervisor Boes (10343 : Out of State Travel Supervisor Kent Boes)

Organization Info

State

California

Organization/County *

Colusa County

Main Event

Legislative Conference & Technology Innovation Forum - Advance Rate - $715.00

Includes access to the Legislative Conference and Technology Innovation Forum (formerly CIO Forum).

Legislative Conference Registration - Advance Rate - $590.00

Includes access to the Legislative Conference.

Technology Innovation Forum Only (formerly CIO Forum) - Advance Rate - $125.00

Includes access to the Technology Innovation Forum only.

Special Events

Pre-Conference Building Resilient Economies in Coal Communities (BRECC) Forum - $0.00

Friday, February 28, 2025 9:00 A.M. - 1:00 P.M.

The BRECC Forum invites officials from all levels of government to learn more about the economic transformation of coal-impacted communities. Showcasing the impacts of BRECC's technical assistance efforts, local leaders and stakeholders will exchange resources and outline strategies to build stronger, more resilient economies. Participants will engage with key federal stakeholders, share success stories and learn best practices for economic diversification.

Partner/Spouse Registration - $100.00

Attachment: Registration Confirmation Supervisor Boes (10343 : Out of State Travel Supervisor Kent Boes)

From: Southwest Airlines
To: Colusa County Purchasing
Subject: You"re going to Wash. D.C. (Reagan) on 02/27 (48EV5I)!
Date: Wednesday, February 5, 2025 9:09:53 AM

Warning: Unusual sender <southwestairlines@ifly.southwest.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Here's your itinerary & receipt. See ya soon!
View in web browser | View our mobile site

Southwest

Manage Flight | Flight Status | My Account

Travel notice

REAL ID Requirement: Do you have a REAL ID? Beginning May 7, 2025, you will need a state-issued REAL ID compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States. Visit www.tsa.gov for a list of acceptable forms of ID and additional information regarding REAL ID requirement.

Hi Kent,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

FEBRUARY 27 - MARCH 5

SMF DCA

Sacramento to Wash. D.C. (Reagan)

Confirmation # **48EV5I**

Confirmation date: 02/05/2025

PASSENGER	**Kent Boes**
RAPID REWARDS #	Join or Log in
TICKET #	5262307267797
EST. POINTS EARNED	2,163

Attachment: Flight Confirmation Supervisor Boes (10343 : Out of State Travel Supervisor Kent Boes)

Rapid Rewards® points are only estimations.

Your itinerary

Flight 1: Thursday, 02/27/2025 Est. Travel Time: **7h 55m** Wanna Get Away®

	DEPARTS	ARRIVES
FLIGHT # 2801	**SMF 12:15**PM Sacramento	**MDW 06:10**PM Chicago (Midway)

Stop: Change planes

	DEPARTS	ARRIVES
FLIGHT # 1782	**MDW 08:25**PM Chicago (Midway)	**DCA 11:10**PM Wash. D.C. (Reagan)

Flight 2: Wednesday, 03/05/2025 Est. Travel Time: **13h 45m** Wanna Get Away®

	DEPARTS	ARRIVES
FLIGHT # 0760	**DCA 11:40**AM Wash. D.C. (Reagan)	**DEN 03:45**PM Denver

Stop: Atlanta no plane change

Stop: Change planes

	DEPARTS	ARRIVES
FLIGHT # 0343	**DEN 08:45**PM Denver	**SMF 10:25**PM Sacramento

Payment information

Total cost

Air - 48EV5I

Base Fare	$	360.34
U.S. Transportation Tax	$	27.03
U.S. 9/11 Security Fee	$	11.20
U.S. Flight Segment Tax	$	26.00
U.S. Passenger Facility Chg	$	18.00
Total	**$**	**442.57**

Payment

February 5, 2025
Payment Amount **$442.57**
Visa ending in **1639**

Fare rules: If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number : 5262307267797

All your perks, all in one place. (Plus a few reminders.)

Attachment: Flight Confirmation Supervisor Boes (10343 : Out of State Travel Supervisor Kent Boes)

Wanna Get Away® fare: Your two bags fly free®, no change or cancel fees, 6X Rapid Rewards® points, and free same-day standby (taxes and fees may apply but refunds will be provided). Learn more.

Make sure you know when to arrive at your airport. Times vary by city.

If your plans change, cancel your reservation at least 10 minutes before the original scheduled departure time of your flight to receive a flight credit. If you don't cancel your reservation in time, your funds will be forfeited.

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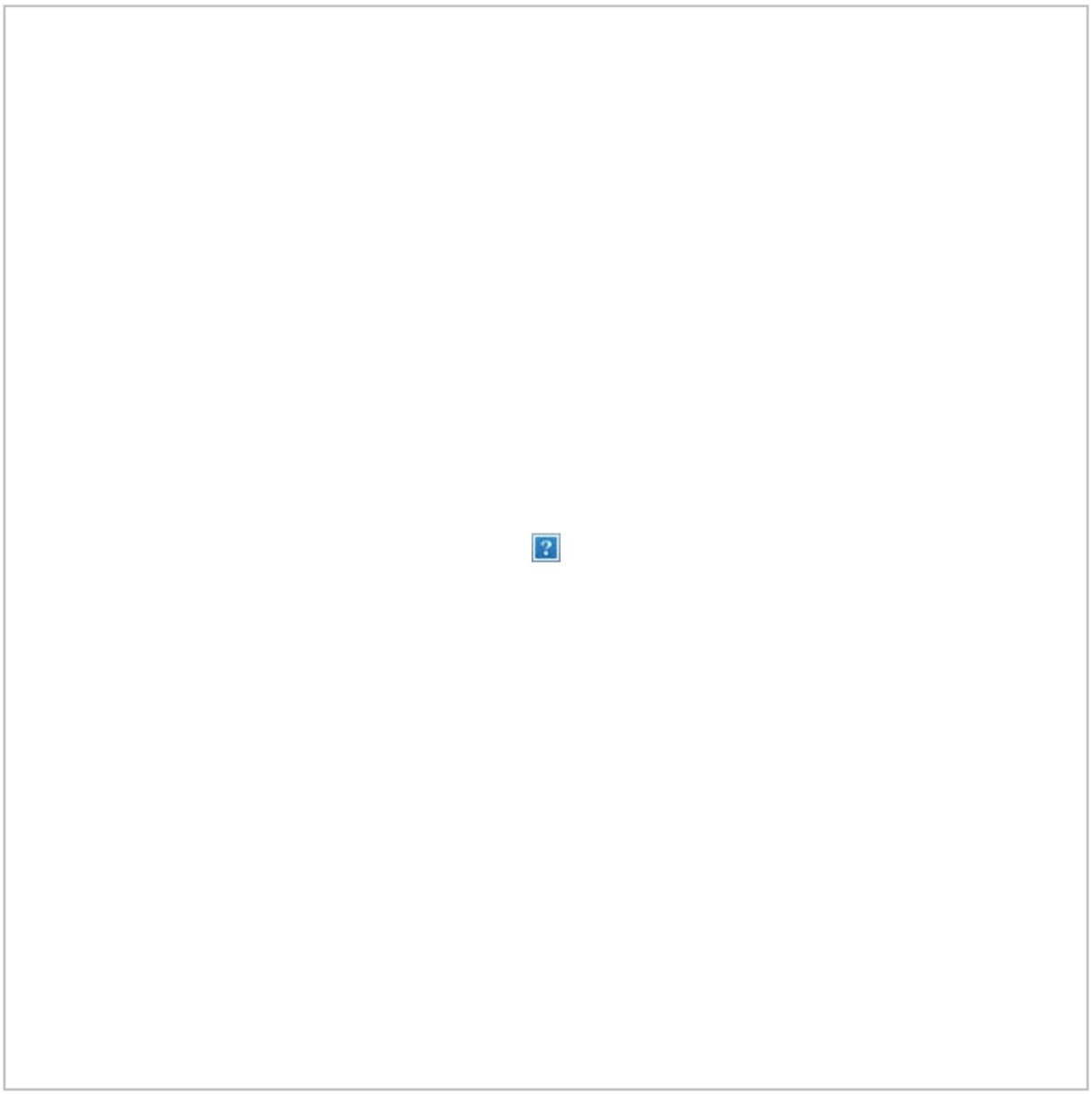



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Get all the answers before you leave for the airport.

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Book hotel | Book car | View all offers

Facebook | Instagram

Help Center | Update preferences | Download mobile app

5262307267797: NONREF/NONTRANSFERABLE -BG WN SMF WN X/CHI WN WAS193.66WN DEN WN SMF166.68USD360.34END ZP SMF5.20MDW5.20DCA5.20ATL5.20DEN5.20 XF SMF4.5MDW4.5DCA4.5DEN4.5

ZXAVN2H|ZXAVN2H
ALAVW2H|ALAVW2H

If you do not plan to travel on your flight: In accordance with Southwest's No-Show Policy, if you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure time of your flight. Any Customer who fails to cancel reservations for a Wanna Get Away® or Wanna Get Away Plus™ fare segment at least ten (10) minutes prior to the scheduled departure time and who does not board the flight will be considered a no-show, and all remaining unused Wanna Get Away or Wanna Get Away Plus funds will be forfeited. All remaining unused Business Select® or Anytime funds will be converted to a flight credit. If you no-show for your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards® account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of a flight credit. **Starting July 1, 2023 (12:00 a.m. CT),** for Wanna Get Away® or Wanna Get Away Plus™ reward travel reservations (booked with points): If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, any points used for booking will be forfeited, along with any taxes and fees associated with your reward travel reservation. For Anytime or Business Select® reward travel reservations: the points used for booking will be redeposited to the purchaser's Rapid Rewards® account, and any taxes and fees associated with the reward travel reservation will be converted into a Transferable Flight Credit™ for future use.

Prohibition on Multiple/Conflicting Reservations: to promote seat availability for our Customers, Southwest® prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively canceled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as a flight credit for use by the Customer on a future Southwest Airlines® flight.

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Dallas, TX 75235
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Attachment: Flight Confirmation Supervisor Boes (10343 : Out of State Travel Supervisor Kent Boes)

Ann Nordyke

From: Omni Hotels & Resorts <reply@em.omnihotels.com>
Sent: Tuesday, February 18, 2025 6:20 AM
To: Colusa County Purchasing
Subject: Your Reservation Confirmation for Omni Shoreham Hotel

External sender <reply@em.omnihotels.com>
Make sure you trust this sender before taking any actions.

OMNI HOTELS & RESORTS



Omni Shoreham Hotel

2500 Calvert Street Northwest, Washington DC US 20008

Phone: 202-234-0700

Driving Directions To Hotel ➤

Attachment: NACo Hotel Reservation [Revision 1] (10343 : Out of State Travel Supervisor Kent Boes)

Your Reservation

Status: **Confirmed** | Confirmation # **40059422145**

VIEW/MODIFY RESERVATION

CHECK IN:	CHECK OUT:
02/27/2025	**03/05/2025**
(after 3:00 PM)	**(before 12:00 PM)**

Welcome Kent Boes,

We are pleased to inform you that the following reservation has been confirmed but not linked to a Select Guest member account. **Join now** or **log in** to add this to your account.

Thank you for booking with Omni Hotels & Resorts. As part of our ***Say Goodnight to Hunger*** initiative, we will make a donation to a local Feeding America network food bank with every direct booking.

OMNI HOTELS & RESORTS

reservations@omnihotels.com

Reservation Summary

GUEST

Kent Boes

547 MARKET ST
Colusa CA US 95932

Attachment: NACo Hotel Reservation [Revision 1] (10343 : Out of State Travel Supervisor Kent Boes)

OCCUPANTS	**1 Adults, 0 Children**
YOUR STAY	**6 nights, 1 room(s)**
ROOM 1	**Deluxe Room - 2 Queen Beds**
RATE	**NACo Annual Legislative Conference Overf** Cancel by 12PM on 02/25/2025 to avoid $318.86 penalty. Deposit not required
SUB-TOTAL	**Nights (6 nights) : $1650.00 USD**
ADDITIONAL ITEMS	**Taxes (room only): $263.16 USD**
GRAND TOTAL	**$1913.16 USD** VISA **********1639 Deposit not required

CANCELLATION POLICY: Cancel by 12PM on 02/25/2025 to avoid $318.86 penalty.

Additional charges may apply. Please read full terms and conditions, reservation FAQs, property policies & parking information .

Changes to your reservation:

Attachment: NACo Hotel Reservation [Revision 1] (10343 : Out of State Travel Supervisor Kent Boes)

We understand that plans change and we are here to help. If the dates of your trip or the length of your stay happen to change, please note that this may result in a rate modification.

** Taxes and charges are calculated based on room rate and additional items purchased above.

If you have a question about this reservation, please contact us by phone 888-444-6664 or send us an email at reservations@omnihotels.com. You can obtain more information regarding Omni Hotels from our website . We thank you for your patronage and wish you a pleasant stay at Omni Shoreham Hotel. Other customer requests will be confirmed at check-in.

If another party is responsible for room and/or incidental charges and will not be a registered guest, please call 888-444-6664.

©2025 Omni Hotels & Resorts
4001 Maple Ave Dallas, TX, 75219, US

Attachment: NACo Hotel Reservation [Revision 1] (10343 : Out of State Travel Supervisor Kent Boes)

COUNTY OF COLUSA, CA 2.2

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Resolution Authorizing County Administrative Officer to sign and submit any USDA Rural Development Grants or Loan Applications for which the County is eligible for a period of five years

Adopt Resolution Authorizing County Administrative Officer to sign and submit any USDA Rural Development Grants or Loan Applications for which the County is eligible for a period of five years

Detailed Description/Background of request

Opportunities sometimes arise where the County should avail itself of programs offered under various USDA Rural Development Grant and Loan Programs. This Resolution would allow these applications to be signed by the County Administrative Officer, rather than having them come to the Board of signature prior to submittal. Any resulting grant awards, or loan offers would be brought back to the Board for their consideration. Upon approval by the Board, the County Administrative Officer is authorized to sign any necessary documents to facilitate the funding, including agreements, amendments, requests for payments, etc.

Prior Board Action

The Board approved a similar resolution in 2018.

Fiscal Impact/Funding Source

No fiscal impact for approval of the Resolution. Any fiscal impacts in preparing any applications would be carefully considered prior to commencement of work, as would any necessary hard or soft match requirements should funding be awarded.

Action for the Clerk

Forward a copy of the signed resolution to Xzandrea Fowler and Anastacia Allen

ATTACHMENTS:

- USDA RD grant applicatino resolution (DOC)

RESOLUTION NO.

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL USDA, RURAL DEVELOPMENT, GRANTS AND LOANS FOR WHICH THE COUNTY OF COLUSA IS ELIGIBLE

WHEREAS, the United States Department of Agriculture, Rural Development Agency (USDA, RD) offers funding opportunities to improve the economy and quality of life in rural America;

WHEREAS, in furtherance of this authority, USDA, RD is required to establish procedures governing the application, awarding, and the management of the grants and loans; and

WHEREAS, USDA, RD grant and loan application procedures may require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the acceptance and administration of USDA, RD grants and loans.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors authorizes the submittal of application(s) to USDA, RD for all grants and loans for which the County of Colusa is eligible.

BE IT FURTHER RESOLVED that the Colusa County Administrative Officer is authorized and empowered to execute, in the name of Colusa County, all grant and loan applications without further approval;

BE IT FURTHER RESOLVED, following Board approval, the Colusa County Administrative Officer is authorized and empowered to execute any resulting grant and loan documents, including but not limited to agreements, amendments and requests for payment, necessary to secure grant funds and implement any approved grant project or loan.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from date of adoption of this Resolution.

PASSED AND ADOPTED this 25th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____

Daurice Kalfsbeek-Smith, Board Chair

Attachment: USDA RD grant applicatino resolution (10342 : USDA RD Resolution for Grant Applications)

ATTEST: Wendy G. Tyler
Clerk to the Board of Supervisors

By:_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: USDA RD grant applicatino resolution (10342 : USDA RD Resolution for Grant Applications)

COUNTY OF COLUSA, CA 2.3

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve Grazing Agreement with Manhart Farms LLC for grazing of livestock on and around the Evans Road landfill site.

Approve Grazing Agreement with **Manhart Farms LLC** for grazing of livestock on and around the Evans Road landfill site.

Detailed Description/Background of request

The Department of Public Works wishes to enter into an agreement with Manhart Farms to allow them to graze their livestock on and around the Evans Road landfill as a way to control the vegetation growth and mitigate the threat of wildland/grass fires. The grazing would only be during the months of January - June.

Prior Board Action

None

Fiscal Impact/Funding Source

There is no fiscal impact as the Contractor will pay the County $1,500 for the right to graze.

Action for the Clerk

Obtain signatures and send to
Manhart Farms, LLC
Attn: James Manhart
P.O. Box 194
Arbuckle, CA 95912

ATTACHMENTS:

- Manhart Farms Grazing Agreement (DOCX)

C25-____

Grazing Agreement

This Grazing Agreement ("Agreement") is between the County of Colusa ("County"), a political subdivision of the State of California through its Department of Public Works and Manhart Farms. LLC ("Contractor"), a limited liability company.

Background

A. The County of Colusa manages the Evans Road landfill ("Site"), a closed solid waste disposal facility.

B. Management of the Site includes vegetation management to mitigate the threat of wildland/grass fires.

C. The Site has experienced a significant amount of vegetation growth because of the excessive rainfall the Site experienced during the winter of 2019.

D. Contractor wishes to provide livestock to graze the Site vegetation helping mitigate the threat of wildland/grass fires.

Agreement

1. **Access:** The County grants to Contractor limited and revocable access to graze livestock on and around the Site, during the dates, times, designated locations, and subject to additional restrictions, as described in the "Grazing Activities" attachment "A" to this Agreement, in order to manage vegetation growth.

2. **Term:** The term of this agreement is five years beginning January 1, 2025 through June 30, 2029. Vegetation management efforts shall be limited to January 1 to June 30 of each year.

3. **Compensation:** Contractor shall pay the County compensation as consideration for this agreement as provided for in the "Grazing Activities" attachment "A".

4. **No Interest or Entitlement:** This is a non-exclusive agreement that may be revoked at any time with or without notice to Contractor. It does not convey any interest of any kind in any real or personal property.

5. **No Assignment or Transfer:** This Agreement is exclusive to Contractor and may not be transferred or assigned.

6. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the activity it will engage in under this Agreement. The Department relies upon the representations of Contractor regarding its ability to perform the activity described in the "Grazing Activities" attachment.

7. **Contractor is not an Agent or Employee of County or Department:** Contractor acknowledges and agrees that it is independent from the County and it is not an agent or employee of the County. Furthermore, Contractor acknowledges and agrees that it is not engaged in a partnership, joint venture or other similar relationship with the County.

8. **Indemnity and Liability:** Contractor shall indemnify, defend, and hold the County harmless from and against any claims of any kind, by anyone, arising out of or alleged to arise out of Contractor's activities in the Park

Attachment: Manhart Farms Grazing Agreement (10319 : Approve Agreement with Manhart Farms LLC)

or in any way connected to this Agreement.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of the Agreement, the following insurance policies with insurers possessing a Best's rating of no less than A:

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County as an additional named insured with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Agreement;

2) Providing that Contractor's insurance shall be the primary insurance as to the County. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

6) Providing broad-form contractual liability coverage insuring Contractor's indemnity obligations under this Agreement; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

E. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County before any activities under this Agreement. At County's option,

Attachment: Manhart Farms Grazing Agreement (10319 : Approve Agreement with Manhart Farms LLC)

Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

F. Proof of Coverage: At the time of execution of this Agreement, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Agreement.

10. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. **Licenses:** Contractor represents and warrants to County that it has all other licenses, permits, qualifications, insurance, and approvals required of Contractor to practice its trade, profession, or otherwise engage in the Grazing Activities. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are legally required of Contractor to engage in the Grazing Activities.

12. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Mike Azevedo Colusa County Public Works 1215 Market Street Colusa, CA 95932 530-458-0466
If to Contractor:	James Manhart Manhart Farms, LLC. PO Box 194 Arbuckle Ca 95912 (530)682-5957

13. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Agreement shall operate as a waiver of any other right or remedy that party may have.

14. **Execution**: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

15. **Termination**: This Agreement may be terminated as follows:

A. Immediately if Contractor violates any of the terms or provisions of this Agreement;

B. By County at any time, with or without cause followed by written notification; or

C. By Contractor at any time with 10 days written notice.

Attachment: Manhart Farms Grazing Agreement (10319 : Approve Agreement with Manhart Farms LLC)

16. Attachments: All attachments referred to are incorporated and made part of the Agreement. Attachments include:

A. Attachment "A" Grazing Activities
B. Attachment "B" Facility Map

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

CONTRACTOR

_____Date:_____
Jimmy Manhart, Principal
Manhart Farms, LLC.

APPROVAL AS TO FORM

_____
Richard Stout, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

_____
Clerk

Attachment: Manhart Farms Grazing Agreement (10319 : Approve Agreement with Manhart Farms LLC)

Attachment "A"
GRAZING ACTIVITIES

Description and Scope of Activity
Vegetation Management at Evans Road Landfill

Designated Area Authorized to Engage in Activity
Capra Hircus (Goats), Ovis aries (Sheep) may be used throughout the entirety of APN 018-160-046 for the purposes of vegetation management. Additionally, Bos Taurus (Cattle) may be utilized only on those portions of APN 018-160-046 outside of the main landfill cell (denoted in red shading Attachments "B")

Hours and Dates Authorized to Engage in Commercial Activity
Vegetation management efforts shall be limited to January 1 to June 30 of each year.

Compensation
Contractor shall pay the County $1,500.00 annually

Other Restrictions
Contractor shall be responsible, at his own expense, to provide adequate fencing to prevent livestock from exiting APN 018-160-046, as well as maintain appropriate segregation noted above as well as on attachment "B"

Attachment: Manhart Farms Grazing Agreement (10319 : Approve Agreement with Manhart Farms LLC)

Attachment B



Attachment: Manhart Farms Grazing Agreement (10319 : Approve Agreement with Manhart Farms LLC)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve specifications and working details for the Request for Bid (RFB) for the removal and replacement of the roof at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.

Approve specifications and working details for the Request for Bid (RFB) for the removal and replacement of the roof at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.

Detailed Description/Background of request

The roof on the Colusa Ambulance Facility needs to be replaced. This facility was renovated during the fiscal year 2022/23 however the roof was not replaced at that time due to time constraints, with getting ambulance staff moved into the building per the contract with AMR.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted - will be funded through the emergency medical ground transportation fund 316

Action for the Clerk

Please publish the Notice to Bidders in the Pioneer Review and register the project with DIR.

ATTACHMENTS:

- RFB - Colusa Ambulance Facility Roof (DOC)
- Bid Specifications - Colusa Ambulance Facility (DOCX)
- NTB - Ambulance Facility Reroof (DOCX)
- Draft Contract - Colusa Ambulance Facility Roof Project (DOCX)

COUNTY OF COLUSA

PURCHASING AND PROCUREMENT

REQUEST FOR BIDS

Colusa Ambulance Facility Roof
1259 Market Street, Colusa, CA 95932

COUNTY OF COLUSA

_____
Daurice K. Smith, Board Chair

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

By_____
Melissa Kitts, Deputy

Mandatory Walk-Thru: March 18, 2025 @ 10:00 a.m.

Due Date: April 4, 2025 @ 4:00 p.m.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

REQUEST FOR BIDS

The County of Colusa is requesting bids from qualified contractors for the re-roofing of the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA. Bids shall be delivered to the Clerk to the Board of Supervisor's located at 547 Market Street, Suite 102, Colusa, CA 95932 on or before April 4, 2025 at 4:00 p.m. There is a **mandatory** walk-thru scheduled on March 18, 2025 at 10:00 a.m. sharp at the Ambulance Facility location. Those not in attendance will not be permitted to bid.

TERMS AND CONDITIONS:

1) Description of Request: This project includes the removal of the existing composition shingle roof and replacement with a composition shingle roof system according to the work specifications included in this RFB.

2) Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered.

3) Time of Completion: The vendor must be able to complete the project no later than June 15, 2025.

4) Time and Place of Submission of Bids:

   A. Time: Bids shall be submitted on or before **April 4, 2025 @ 4:00 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:

   RFB: Colusa Ambulance Facility Roof

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

F. Any questions regarding this RFB can be submitted to the Public Purchase Website:

https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

until 2:00 p.m. on March 28, 2025. Any addenda issued shall be included in the bid response.

G. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

H. Corrections and/or modifications received after the closing time specified will not be accepted.

I. Bids must be submitted by the closing date or prior to the time specified to be considered.

J. Any Bid tendered after the time specified will be returned to the Vendor.

K. All Bid prices shall be **F.O.B.** County of Colusa.

Delivered to:
1259 Market Street
Colusa, CA 95932

L. Bid pricing shall remain open and valid subject to acceptance for sixty (60) days after RFB closing date.

M. Bid prices shall remain firm for a minimum of one hundred twenty (120) days after award to cover subsequent purchase requirements.

N. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

O. Time of delivery may be a consideration in the award.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

P. Colusa County generally solicits Bids from a wide variety of Vendors that may include retailers, wholesalers, suppliers, distributors, etc.

Q. Upon submission of Bid, all such documents shall become the property of the County.

R. Vendor shall submit a copy of any warranties and extended warranties which are available with cost.

S. A detailed list of specifications should be submitted with this proposal.

T. The County reserves the right to reject any and all bids.

U. The successful contractor shall be required to enter into a Professional Services contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(Attached)*

5) Quantity and Quality of Materials or Services: All materials and supplies furnished under this Bid shall be new and not refurbished in accordance with the County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the Contractor's expense.

6) Award: A combination of the following factors will be considered in awarding this Bid. These factors are not necessarily listed in order of priority:

A. Prices.

B. Vendor's previous record of product quality.

C. Ability of Vendor to render satisfactory product in this instance.

D. Quality and conformance to specifications.

E. The County shall be the sole judge in making this determination.

7) Each Bid shall follow the format specified by the County. Any bids not complying with the County format shall be considered nonresponsive.

Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusa.org.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

8) Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

9) Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contracts Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

10) Default by Vendor: In case of default by vendor, the County reserves the right to:

A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

11) Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

12) Detailed specifications are attached, marked "Bid Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

13) Bid sheet is attached, marked "Bid Worksheet".

14) Point of Sale is Colusa, CA.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

15) Labor for the installation of any purchased equipment will be subject to prevailing wage rates if installation costs exceed $1,000. Copies of the prevailing rates or per diem wages applicable are available from the California Department of Labor Statistics and Research www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful Vendor subject to prevailing wages will be required to post a copy of the wage rates at the installation site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

16) All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

Scope of Work
Colusa Ambulance Facility
1259 Market Street, Colusa Ca 95932

1. Remove existing roof shingles down to wood deck and dispose of debris. Roof measurements are roughly 15'x45'x2 (Roughly 1,350 sq. ft.) and dispose of all debris.

2. Inspect for dry rot. If dry rot is found, contact County Maintenance Supervisor and advise of necessary repairs and cost. Repair all necessary areas as approved.

3. Remove, replace and seal all sheet metal flashings, vents, pipes and curb details to properly tie into new roofing system.

4. Install new HPR underlayment for thermal and moisture protection.

5. Install new composition shingles per manufacturer's specifications included with this scope.

6. Install 100' of 5" seamless gutter system with downspouts located at the northwest and southwest corners. White in color

7. Must provide a minimum manufacturer's warranty of 50 years on all roofing products and five-year labor installation warranty for water tightness. Include warranty information with bid.

8. Maintain a safe and clean job site during the roofing project. Leave work site clean and clear of all debris

9. A Certificate of Completion will be issued upon final inspection and the correction (if needed) of any roofing performance issues

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

SUBCONTRACTOR'S LIST

Name	DIR #	Address	Description of Work Subcontracted

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

BID WORKSHEET
Colusa Ambulance Facility

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #: _____ Contractor License# _____Exp:_____

ITEM	PRODUCT	PRICE
1	ROOFING MATERIAL & EQUIPMENT COSTS	$
2	LABOR	$
3	OTHER (Specify)	$
4	UPFRONT COST PER SQUARE FOOT TO REPLACE ANY DRY ROT FOUND AND/OR TO REPAIR ANY OTHER DAMAGED OF SURFACE. $_____/SQ. FT.	
	GRAND TOTAL	**$**

Contractor shall include a detailed copy of their bid estimate as backup to this bid worksheet

VENDOR

_____ _____

Signature Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this _____day of_____, 2025.

Attachment: RFB - Colusa Ambulance Facility Roof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

SECTION 07311
Composition Shingles Specifications
Colusa County
Ambulance Living Quarters

PART 1: GENERAL

1.1 SECTION INCLUDES

A. Provide all labor, equipment, and materials to install a composition shingle roof system over the properly prepared substrate. The scope of work includes but is not limited to:

1. Full removal and disposal of existing roofing materials.
2. Locate and repair/replace all areas of damaged substrate.
3. Installation of HPR Underlayment.
4. Install new steal metal components per details.
5. Install new composition shingles per manufacturer's specifications.
6. Install new 5" seamless gutter system, 100 lineal ft. with downspouts located at the N.W and S.W. corners. White in color.

1.2 RELATED SECTION

A. General Conditions

1.3 REFERENCES

A. ASTM 8209 - Aluminum-Alloy Sheet and Plate

B. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

C. ASTM D228 - Method of Testing Asphalt Roll Roofing, Cap Sheets and Shingles.

D. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.

E. ASTM D3161 - Wind Resistance of Asphalt Shingles

F. ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.

G. ASTM A361 - Sheet Steel, Zinc Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.

H. ASTM 8370 - Copper Sheet and Strip for Building Construction.

I. NRCA - Steep Roofing Manual.

J. ARMA - Residential Asphalt Roofing Manual.

K. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

L. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

1.4 SYSTEM DESCRIPTION

A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Architect and Roofing System Manufacturer.

Attachment: Bid Specifications - Colusa Ambulance Facility (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

1.5 SUBMITTALS

A. Submit under provisions of Section 07311.

B. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.

C. Samples: Submit two (2) samples of each product specified.

D. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required.

E. Submit one color board for color approval from the Owner.

F. Submit a copy of an unexecuted manufacturer's warranty for review.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum 12 years documented experience.

B. Installer: Company specializing in steep slope roofing installation with a minimum 5 years' experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.

C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work and at any time roofing work is in progress. Maintain proper supervision of works. Maintain a copy of the specifications in the possession of the Supervisor/Foremen and on the roof at all times.

D. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner has the right to hire a qualified contractor and back charge the original contractor.

1.7 PRE-INSTALLATION CONFERENCE

A. Pre-Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Owner, roofing system manufacturer's representative.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review roofing system requirements (drawings, specifications and other contract documents).

Attachment: Bid Specifications - Colusa Ambulance Facility (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

4. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

5. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store and handle roofing in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the roofing system manufacturer will provide the following at no charge:

1. Keep the Owner informed as to the progress and quality of the work as observed.

2. Provide job site inspections a minimum of two days a week with photo conformation and reported to the owner.

3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

B. Do not apply roofing materials or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

D. Nailing requirements of composition shingles must conform to all applicable local codes.

Attachment: Bid Specifications - Colusa Ambulance Facility (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

Attachment: Bid Specifications - Colusa Ambulance Facility (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

1.11 SEQUENCING AND SCHEDULING

A. Sequence installation of composition roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.

B. Every stage of progress completed must be inspected by owner or owner's representative prior to moving forward to next stage of the installation.

1.12 WARRANTY

A. Upon completion of roof installation, and acceptance Manufacturer will supply to the Owner a 50-year manufacturers' composition limited shingle warranty.

B. Contractor will submit a minimum of a two year workmanship warranty to the Owner with a copy directly to membrane manufacturer.

1.13 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. All items as listed under section 07311 1.5 submittals must be presented to the district a minimum of (10) days prior to the bid date for review.

PART 2: PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

B. Provide products as manufactured by

- The Garland Company – Rmer Seal.
- PASCO Prestige dimensional shingle 300 lbs. per 100 sq. ft. or equal.

2.2 DESCRIPTION

A. Asphalt Shingles: UL Class A Rating and Wind Resistance Label, glass fiber mat base, mineral surface, color selected by Owner.

2.3 SHEET MATERIALS

A. Underlayment: Rmer Seal by The Garland Company, Inc.

2.4 RELATED MATERIALS

A. Nails: Standard round wire shingle type, aluminum, 10-12 gauge, barbed or deformed shank, with heads 3/8" to 7/16" in diameter. Nails must be long enough to penetrate into solid wood deck at least %" or just through plywood and oriented strand board decks.

B. Plastic Cement: ASTM 04586 Type I or Type II. Flashing Bond by The Garland Co.

C. New, non-corrosive, metal step flashing, minimum 24 gauge (or equivalent) to be used as step flashing around chimneys, dormers, and sidewalls.

D. New four-pound lead roof jacks with factory tops to be used around all plumbing vents. Paint all pipes when completed.

E. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints. Tuff Stuff by The Garland Company.

1. Tensile Strength (ASTM 0412) 250 psi
2. Elongation (ASM 0412) 950%
3. Hardness, Shore A (ASTM C920) 35
4. Adhesion-in-Peel (ASTM C920) 30 pli

PART 3: EXECUTION

3.1 EXAMINATION

A. Verify that deck surfaces and project conditions are ready to receive work of this section.

B. Verify that deck is supported and secured to structural members.

C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains.

D. Verify that adjacent roof members do not vary more than 1/4 inch in height. E. Verify that deck surfaces are clean and dry.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Place one ply of Rmer Seal underlayment as manufactured by The Garland Company and have ends lapped a minimum of 4 inches over itself. Stagger end laps of each consecutive layer a minimum of 3 feet. In valleys, run Rmer Seal minimum 6 inches over valley protection. Nail in place per manufacturer's requirements.

B. At all vent pipes, install a 2 square foot piece of Rmer Seal underlayment.

C. At all vertical walls, install Rmer Seal so that it extends at least 6 inches up the vertical wall and 12 inches onto the horizontal roof.

D. At all chimneys, install Rmer Seal around entire chimney extending up all vertical surfaces at least 6 inches and 12 inches onto the horizontal roof.

E. Install shingles in accordance with manufacturer's instructions.

F. Install six (6) nails per shingle, as recommended by local building codes. Staples are not acceptable.

G. Install Hip and Ridge shingles per manufacturer's instructions.

Attachment: Bid Specifications - Colusa Ambulance Facility (10335 : Approve specifications and working details for the RFB - Reroof at Colusa

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3.3 FIELD QUALITY CONTROL

A. Perform field inspection and testing as required under provisions of Section 07311.

B. Correct defects or irregularities discovered during field inspection.

C. Require attendance of roofing materials manufacturers' representative at site during installation of the roofing system.

3.4 CLEANING

A. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.

B. Repair or replace defaced or disfigured finishes caused by work of this section.

C. Perform daily cleanup around building. Magnet on wheels to be used to pick up all metal shavings, staples, nails, etc.

3.5 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time of above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the material manufacturer and the County upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from qualified contractors for the re-roofing of the Colusa Ambulance Facility located at 1259 Market Street, Colusa CA 95932, as more specifically detailed in the Project Specifications of this RFB. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:00 p.m. on April 4, 2025. There is a **mandatory** walk-thru scheduled at the site on March 18, 2025 at 10:00 a.m. sharp.

The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

ATTEST: Wendy G. Tyler
Clerk of the Board

_____
Ann Nordyke, Chief Deputy

Attachment: NTB - Ambulance Facility Reroof (10335 : Approve specifications and working details for the RFB - Reroof at Colusa Ambulance

C25-_____

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

Colusa Ambulance Facility Roof Project

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a California Corporation, LLC, partnerhsip. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services for the reroof and gutter installation at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** All work under this contract shall be completed no later than June 15, 2025. Once work is commenced, it must be completed within 30 calendar days.

3. **Compensation:** County will pay Contractor compensation not to exceed $_____, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

    A. **Invoices shall:**
        1) Be prepared on Contractor's letterhead.
        2) Bear Contractor's name as shown on the contract.
        3) Bear the contract number.
        4) Itemize the costs incurred.
        5) Include a summary of the services provided.
        6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

   A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

   B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

   C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

   D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

E. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

F. Proof of Coverage: At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. Guarantees

A. The Contractor shall guarantee all services provided in fulfillment of paragraph 1 above, and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year.

B. The County retains all rights and remedies provided by law including those pertaining to latent defects.

C. If repairs are required in connection with guaranteed work, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

1) Place in satisfactory condition in every detail all of such guaranteed work.

2) Make good all damage to the building, site, equipment, furniture, or

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

contents which, in the opinion of the County, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

D. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein they shall restore such disturbed work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.

E. A new full-term guarantee period shall apply to repaired work upon completion of repairs.

F. If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from County, the County may remedy the Contractor's failure by whatever means the County deems expedient. The County may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by County pursuant to this Section shall be paid by Contractor.

11. Liquidated Damages

A. The parties agree that should the work not be complete, as acknowledged with an executed Notice of Completion within the Term as specified in paragraph 2 above, damages will be sustained by the County. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. In the event the Contractor fails to make such payment, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due not be sufficient to cover the amount owed, the County shall have the right to recover the balance from the Contractor, from other contracts between Contractor and County, or from the Contractor's sureties or any other means as allowed by law.

12. Performance Standards: Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

14. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification

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which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

15. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

16. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

17. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

18. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

19. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

section.

If to County:
County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932

If to Contractor:

20. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.

21. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

22. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

23. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

24. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

25. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon 15 days written notice of termination.

26. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

C25-_____

27. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" RFB
B. Attachment "B" Scope of Work

COUNTY OF COLUSA

_____Date_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By

_____
Ann Nordyke, Deputy

Attachment: Draft Contract - Colusa Ambulance Facility Roof Project (10335 : Approve specifications and working details for the RFB - Reroof

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve contract with Interior Spaces Corp for procurement and installation of office furniture located at 251 E. Webster St, Colusa CA in an amount not to exceed $53,307.73.

Approve contract with **Interior Spaces Corp** for procurement and installation of office furniture located at 251 E. Webster St, Colusa CA in an amount not to exceed $53,307.73.

Detailed Description/Background of request

The Health & Human Services Department is requesting the procurement and installation of office furniture in the eligibility area of the building located at 251 E. Webster St., Colusa.

Six responsive proposals were received as follows:

Interior Spaces Corp	$54,728.64
Blaisdell's Business Products	$63,796.56
Inside Source	$43,746.34
MTA	$73,426.24
Seats & Stations	$62,249.16
Western Contract	$87,500.91

The proposals were reviewed by the DHHS Office Manager, DHHS Program Manager and the CAO Budget Management Analyst and the recommendation is to award the contract to Interior Spaces Corp.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted in Health & Human Services Fund.

Action for the Clerk

Please number contract, obtain signatures, forward to Interior Spaces Corp. and register the project with DIR.

Interior Spaces Corp.
Attn: Stacey Thompson
834 Striker Ave., Suite A
Sacramento, CA 95834

ATTACHMENTS:

- ISC Contract - Office Furniture (DOCX)
- EXHIBIT B - COUNTY OF COLUSA - FLOOR PLAN POST BID WALK 2.6.25 (PDF)
- EXHIBIT A - Request for Proposal and Quote #ISC240075A (PDF)

DHHS OFFICE FURNITURE CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Interior Spaces Corp ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with design, procurement and installation of office furniture at the Department of Health and Human Services building, as more specifically detailed in Attachment "A.

1. **Term:** This Contract shall begin on February 25, 2025, and shall continue until all requested services are completed, but no later than May 31, 2025.

2. **Compensation:** County will pay Contractor compensation in the amount of $53,307.73, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

3. **Method of Payment:** At the full execution of the contract, Contractor shall provide County with an invoice for 50% of the project. Upon completion of the project the Contractor shall provide County with an invoice for the balance of the project. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   - **1)** Be prepared on Contractor's letterhead.
   - **2)** Bear Contractor's name as shown on the contract.
   - **3)** Bear the contract number.
   - **4)** Itemize the costs incurred.
   - **5)** Include a summary of the services provided.
   - **6)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

4. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

   C. Contractor shall provide properly skilled professional and technical personnel to

Attachment: ISC Contract - Office Furniture (10349 : Approve contract with Interior Spaces Corp)

DRAFT

perform all services under this Contract.

5. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

6. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

7. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

8. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

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Attachment: ISC Contract - Office Furniture (10349 : Approve contract with Interior Spaces Corp)

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

Attachment: ISC Contract - Office Furniture (10349 : Approve contract with Interior Spaces Corp)

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

9. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

10. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

11. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

12. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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Attachment: ISC Contract - Office Furniture (10349 : Approve contract with Interior Spaces Corp)

If to County:	County of Colusa Attn: Wendy G. Tyler 547 Market St., Suite 102 Colusa, CA 95932 (530) 458-0739
If to Contractor:	Interior Spaces Corp Attn: Stacey Thompson 834 Striker Ave., Suite A Sacramento, CA 95834 (916) 641-1515

13. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

14. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

15. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

16. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

17. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

18. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or

    B. By County without cause upon fifteen (15) days written notice of termination.

19. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

DRAFT

Attachment: ISC Contract - Office Furniture (10349 : Approve contract with Interior Spaces Corp)

20. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment – Exhibit "A" - Request for Proposal and Quote #ISC240075A
B. Attachment – Exhibit "B" – Floor Plan

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

INTERIOR SPACES CORP

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
, Deputy

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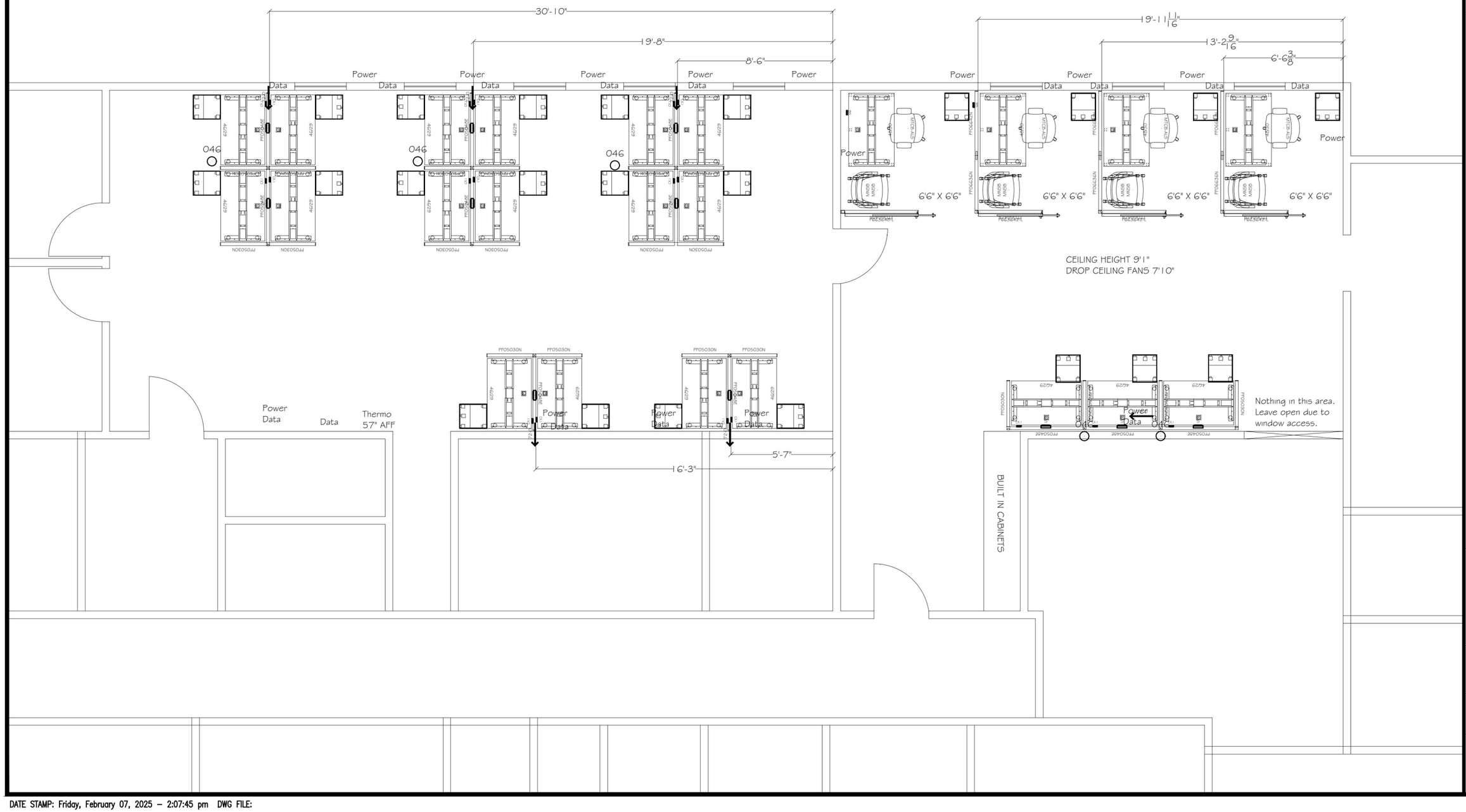
Attachment: ISC Contract - Office Furniture (10349 : Approve contract with Interior Spaces Corp)



Interior Space Corp

834 STRIKER AVE
SUITE A
SACRAMENTO CA 958
TEL: 916.641.1515
www.interiorspacescorp.c

COUNTY OF COLUSA
DHHS OFFICE FURNITURE
547 MARKET STREET
SUITE 102

Attachment: EXHIBIT B - COUNTY OF COLUSA - FLOOR PLAN POST BID WALK 2.6.25 (10349 : Approve contract with Interior Spaces Corp)

REVISIONS:
BID LAYOUT
POST BID WALK 2.
03
04
05

SCALE:
1/4" = 1'-(

DATE:
12/5/24

JOE

DESIGNER:
ST

SHEE
A-2

DATE STAMP: Friday, February 07, 2025 – 2:07:45 pm DWG FILE:

RFP – DHHS OFFICE FURNITURE

COUNTY OF COLUSA

CLERK OF THE BOARD OF SUPERVISORS

547 MARKET STREET, SUITE 102

COLUSA CA 95932

SUBMISSION DATE 12/5/2024

INTERIOR SPACES CORP

CORPORATION

834 STRIKER AVE, SUITE A, SACRAMENTO CA 95834

STACEY THOMPSON – PRESIDENT & SECRETARY

PHONE: 916-641-1515 EMAIL: staceyt@interiorspacescorp.com

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Signature Of Duly Authorized Representative

President	CMO
Stacey Thompson	Christopher Hernandez
Date 12.5.24	Date 12.5.24

Proposed method to complete the work as specified

Once the project has been awarded, the following tasks will need to be completed for a smooth complete and seamless order entry and installation.

Conduct a more in-depth site verification.

Meet with end user for fabric and finish selection.

Provide final plan with specifications of fabric, finishes, installation details, power and data infeed location.

Receive, deliver and install product during normal business hours. Prevailing wage rates apply.

Conduct wipe down for final inspection.

Final inspection and sign-off.

Invoice for payment.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Description Of Services To Be Provided

a) Services

The President of Interior Spaces Corp, Stacey Thompson, has been in the office furniture industry since 1997. Her roles evolved over the years as a designer, project manager, and sales person. The love of this industry led her to open her first business in 2012 – SLT Design Group. This is a successful full-service office furniture installation company in the Sacramento market. The success of that business, with its robust client base, opened up the opportunity in 2019, to launch Interior Spaces Corp. ISC has grown significantly since the end of the pandemic. We have successfully brought on additional staff and are growing our client base.

With these businesses running hand in hand, SLT and ISC can provide an all-inclusive furniture installation experience. ISC will work with the customers to review the project needs, provide proposed furniture options, and complete the furniture ordering process. SLT will provide the design requirements for the project, receive, deliver and install the furniture per the desired plan.

Based on the product that has been proposed, this project can be completed in the 90-day requirement.

We have performed similar work for Air Treatment Corp, North Sacramento Funeral Home, All Office Design, and Remax Realty.

Along with the description of the proposed method to complete the work as specified, ISC will be available to walk through and troubleshoot any issues with the furniture or furniture installation. We are available via phone, email, text or video call as needed.

ISC will follow manufacturer warranties for the specific product lines.

Installation service calls will be the responsibility of the manufacturer if there is a defect in the product. This is a NO Charge to the end user.

Installation service calls will be the responsibility of the dealer if there is an issue with the installation, post sign-off. This will only apply if the end user has not made any modifications to the original installation. This is a NO Charge to the end user. Valid for 60 days post install.

Installation service calls, travel and labor, will be the responsibility of the end user if issue is found not to be the fault of the manufacturer or installation group. Customer will take responsibility for modifications not made by the installation company.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

b) Acceptance of the Terms and Conditions

Interior Spaces Corp accepts the Terms and Conditions of Exhibit C without exception.

c) Cost Portion Of Proposal

A 2% early pay discount will be assessed on the Labor and Furniture costs if invoice is paid on a NET 10 days after receipt of Invoice.

Labor Cost	$12,650.00
Furniture Cost	$38,394.15
Delivery/Freight	$ 325.00
Tax	$ 3,359.49
TOTAL PRICE	$54,728.64

Insurance Cost is included in pricing

No other costs will be incurred unless changes are made by Customer post-signing of contract.

A product proposal has been attached with a proposed layout

Product information for Tayco Switch, Cosmo, J1 Seating and M1 Seating has been provided.

Warranty for all products has been provided.

Customer service and support

Main point of contact will be as follows:

Stacey Thompson
Office 916-641-1515
Cell: 916-417-9808
Email: staceyt@interiorspacescorp.com
Steve Davis
Office: 916-641-1515
Email: sdavis@interiorspacescorp.com

Response time for inquiries will be responded to with 24 hours or less.

Customers have been listed and are willing to have conversations about past projects.

Stacey Thompson and Steve Davis will be your dedicated points of contact.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Additional Requirements

Air Treatment Corporation
Kari Kahlow, 920-979-1844
2853 Calle Fortunada, Suite B
San Diego CA 92123
September 2024

CDFA
Emanuel Pestana, 916-704-3790
3292 Meadowview Road
Sacramento CA 95832
October 2024

All Office Design
Mike Yeste, 770-560-1961
455 Capitol Mall, Suite 400
Sacramento CA 95814
July 2024

The Fillmore Center
Stephanie Yurkanin, 415-345-2905
1475 Fillmore Street
San Francisco CA 94115
October 2024

Remax Realty
Gianna White, 916-390-4463
1972 Del Paso Road, Suite 157
Sacramento CA 95834
April 2024

North Sacramento Funeral Home
Sarah Woods, 916-922-9668
725 El Camino Ave
Sacramento CA 95815
April 2024

Customers provided are all available for testimony of workmanship, communication, and timeliness for project completion.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Interior Spaces Corp
834 Striker Ave, Suite A
Sacramento, CA 95834

PH/FX: 916-641-1515
www.interiorspacescorp.com

QUOTE [redacted]

DATE	QUOTE #
02/12/25	**ISC240075A**
SALES REP	PAYMENT TERMS
Stacey Thompson	NET 20

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
COLUSA COUNTY DHHS COUNTY OF COLUSA 547 Market Street Suite 102 Colusa, CA 95932-2452		COLUSA COUNTY DHHS COUNTY OF COLUSA 547 Market Street Suite 102 Colusa, CA 95932-2452

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	23.00	Tayco L-FPL0-211618 WDG L132 V132 WDG L132 V132 CLF H154 SVR RAND PEDESTAL,MOBILE,BOX/FILE,NO CUSHION,21"HX16"WX18"D WDG = Pedestal/Cabinet/Overhead Storage Body Laminate: Woodgrain L132 = Woodgrain: Tuxedo V132 = Pedestal/Cabinet/Overhead Storage Body Vinyl Trim: Tuxedo WDG = Pedestal/Cabinet/Overhead Storage Face Laminate: Woodgrain L132 = Woodgrain: Tuxedo V132 = Pedestal/Cabinet/Overhead Storage Face Vinyl Trim: Tuxedo CLF = Handle Style & Color: Clifton H154 = Handle Colour: brushed nickel SVR = Caster Face Color: Silver RAND = Key Lock: Random	$ 325.00	$ 7,475.0(
2	19.00	Tayco R-TS0G-4629-HA V132 WDG L132 SQG G114 P114 HEIGHT ADJUSTABLE TABLE,46"Wx29"D,W/GROMMET,MELAMINE V132 = HAT Worksurface Vinyl Trim: Tuxedo WDG = HAT Worksurface Laminate: Woodgrain L132 = Woodgrain Finish: Tuxedo SQG = HAT Grommet Type/Colour: Square Grommet G114 = Square Grommet Colour: Black P114 = HAT Metal Paint Colour: Black -- TAG/LOCATION: 46/29	$ 562.50	$ 10,687.5(
3	4.00	Tayco R-TS0G-4830-HA WDG L132 V132 SQG G114 P114 HEIGHT ADJUSTABLE TABLE,48"Wx30"D,W/GROMMET,MELAMINE WDG = HAT Worksurface Laminate: Woodgrain L132 = Woodgrain Finish: Tuxedo V132 = HAT Worksurface Vinyl Trim: Tuxedo SQG = HAT Grommet Type/Colour: Square Grommet G114 = Square Grommet Colour: Black P114 = HAT Metal Paint Colour: Black -- TAG/LOCATION: 48/30	$ 562.50	$ 2,250.0(
4	5.00	Tayco L-EH84-46 CONNECTOR HARNESS,8 WIRE,4 CIRCUIT,46L -- TAG/LOCATION: 046	$ 60.71	$ 303.55

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Interior Spaces Corp
834 Striker Ave, Suite A
Sacramento, CA 95834

PH/FX: 916-641-1515
www.interiorspacescorp.com

QUOTE

DATE	QUOTE #
02/12/25	**ISC240075A**
SALES REP	PAYMENT TERMS
Stacey Thompson	NET 20

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
5	8.00	Tayco L-EM84-D POWER MODULE,8 WIRE 4 CIRCUIT,DOUBLE SIDED,1/2/3/4 -- TAG/LOCATION: D	$ 100.89	$ 807.12
6	3.00	Tayco L-EM84-S POWER MODULE,8 WIRE 4 CIRCUIT,SINGLE SIDED,1/2/3/4 -- TAG/LOCATION: S	$ 63.10	$ 189.30
7	6.00	Tayco L-ES84-072-0 STARTER HARNESS,NO MODULE,OPEN WIRE,72"L,8W,4C -- TAG/LOCATION: 72-0	$ 93.75	$ 562.50
8	3.00	Tayco L-HC2W-180-A PANEL CONNECTION,FOR 2 WAY STRAIGHT,TYPE A,SAME HEIGHT	$ 6.25	$ 18.75
9	5.00	Tayco L-HC2W-90-A PANEL CONNECTION,FOR 2 WAY 90 DEGREE,TYPE A,SAME HEIGHT -- TAG/LOCATION: A	$ 14.58	$ 72.90
10	7.00	Tayco L-HC3W-A PANEL CONNECTION,FOR 3 WAY T CONNECTION,TYPE A,SAME HEIGHT -- TAG/LOCATION: A	$ 25.30	$ 177.10
11	3.00	Tayco L-HC4W-A PANEL CONNECTION,FOR 4 WAY,TYPE A,SAME HEIGHT -- TAG/LOCATION: A	$ 40.77	$ 122.31
12	25.00	Tayco L-HETF-50 P114 END TRIM,FULL,50"H,STANDARD P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 22.32	$ 558.00
13	7.00	Tayco L-HETF-66 P114 END TRIM,FULL,66"H,STANDARD P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 26.79	$ 187.53

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Interior Spaces Corp
834 Striker Ave, Suite A
Sacramento, CA 95834

PH/FX: 916-641-1515
www.interiorspacescorp.com

QUOTE

DATE	QUOTE #
02/12/25	ISC240075A
SALES REP	PAYMENT TERMS
Stacey Thompson	NET 20

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
14	2.00	Tayco L-HFNR-50 P114 90 DEGREE PANEL FILLER,50"H P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 53.87	$ 107.74
15	3.00	Tayco L-HFNR-66 P114 90 DEGREE PANEL FILLER,66"H P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 57.74	$ 173.22
16	7.00	Tayco L-HFTR-50 P114 "T" PANEL FILLER,50"H P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 60.42	$ 422.94
17	15.00	Tayco L-HUFC-02 P114 UNIVERSAL FILLER TOP CAP,2"W X 2"D P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 2.68	$ 40.20
18	4.00	Tayco L-HW2-66 P114 WALL CONNECTOR MOUNT,2" ADJUSTABLE,66"H P114 = Panel Trim, Filler & Raceway Paint Colour: Black	$ 70.54	$ 282.16
19	3.00	Tayco L-PDSF-663642-L P114 SWITCH SLIDING DOOR, FROSTED ACRYLIC, 66"H x 36"W, 42" PANEL, LEFT HAND WITH LOCK P114 = Panel Trim, Filler & Raceway Paint Colour: Black -- TAG/LOCATION: F663642-L	$ 714.88	$ 2,144.64
20	1.00	Tayco L-PDSF-663648-L P114 SWITCH SLIDING DOOR, FROSTED ACRYLIC, 66"H x 36"W, 48" PANEL, LEFT HAND WITH LOCK P114 = Panel Trim, Filler & Raceway Paint Colour: Black -- TAG/LOCATION: F663648-L	$ 716.67	$ 716.67
21	20.00	Tayco L-PPF0-5030-N P114 G1 F6161 HOR STANDARD PANEL,FABRIC,50"HX30"W,NON-POWER CAPABLE P114 = Panel Trim, Filler & Raceway Paint Colour: Black G1 = Panel,Screens & Tackboard Fabrics : Grade 1 F6161 = Fabric Grade 1: Ballo - Nightfall HOR = Panel,Screens & Tackboard Fabric Direction: Horizontal -- TAG/LOCATION: PF05030N	$ 142.86	$ 2,857.20

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Interior Spaces Corp
834 Striker Ave, Suite A
Sacramento, CA 95834

PH/FX: 916-641-1515
www.interiorspacescorp.com

QUOTE [redacted]

DATE	QUOTE #
02/12/25	**ISC240075A**
SALES REP	PAYMENT TERMS
Stacey Thompson	NET 20

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
22	11.00	Tayco L-PPF0-5048-E P114 G1 F6161 HOR STANDARD PANEL,FABRIC,50"HX48"W,POWER CAPABLE P114 = Panel Trim, Filler & Raceway Paint Colour: Black G1 = Panel,Screens & Tackboard Fabrics : Grade 1 F6161 = Fabric Grade 1: Ballo - Nightfall HOR = Panel,Screens & Tackboard Fabric Direction: Horizontal -- TAG/LOCATION: PF05048E	$ 199.70	$ 2,196.7(
23	3.00	Tayco L-PPF0-6636-N P114 G1 F6161 HOR STANDARD PANEL,FABRIC,66"HX36"W,NON-POWER CAPABLE P114 = Panel Trim, Filler & Raceway Paint Colour: Black G1 = Panel,Screens & Tackboard Fabrics : Grade 1 F6161 = Fabric Grade 1: Ballo - Nightfall HOR = Panel,Screens & Tackboard Fabric Direction: Horizontal -- TAG/LOCATION: PF06636N	$ 178.57	$ 535.7'
24	6.00	Tayco L-PPF0-6642-N P114 G1 F6161 HOR STANDARD PANEL,FABRIC,66"HX42"W,NON-POWER CAPABLE P114 = Panel Trim, Filler & Raceway Paint Colour: Black G1 = Panel,Screens & Tackboard Fabrics : Grade 1 F6161 = Fabric Grade 1: Ballo - Nightfall HOR = Panel,Screens & Tackboard Fabric Direction: Horizontal -- TAG/LOCATION: PF06642N	$ 192.56	$ 1,155.36
25	1.00	Tayco L-PPF0-6648-N P114 G1 F6161 HOR STANDARD PANEL,FABRIC,66"HX48"W,NON-POWER CAPABLE P114 = Panel Trim, Filler & Raceway Paint Colour: Black G1 = Panel,Screens & Tackboard Fabrics : Grade 1 F6161 = Fabric Grade 1: Ballo - Nightfall HOR = Panel,Screens & Tackboard Fabric Direction: Horizontal -- TAG/LOCATION: PF06648N	$ 206.55	$ 206.55
26	4.00	Tayco J-MTCB-ALS-A 701A J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC 701A = Seating Fabric-Grade A: black -- TAG/LOCATION: MTCB-ALS	$ 303.87	$ 1,215.48
27	8.00	Tayco M1-MNSB-A 701A M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	$ 202.68	$ 1,621.44

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Interior Spaces Corp
834 Striker Ave, Suite A
Sacramento, CA 95834

PH/FX: 916-641-1515
www.interiorspacescorp.com

QUOTE

DATE	QUOTE #
02/12/25	**ISC240075A**
SALES REP	PAYMENT TERMS
Stacey Thompson	NET 20

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		701A = Seating Fabric-Grade A: black -- TAG/LOCATION: MNSB		
28	1.00	SLT Design Group Corp Installation Services Cost to receive, deliver and install product during normal business hours, area to be free and clear, prevailing wage with all fringes paid to the employee.	$ 0.00	$ 0.0(
29	1.00	Tayco FREIGHT Freight Charges	$ 0.00	$ 0.0(

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x _____ Date 02/12/25
Stacey Thompson
Interior Spaces Corp

x _____ Date _____
Title
COUNTY OF COLUSA

SUBTOTAL	$37,087.57
FREIGHT	$325.00
DELIVERY/SET-UP	$12,650.00
SALES TAX (8.75%)	$3,245.16
TOTAL	**$53,307.73**
DEPOSIT REQUESTED	($26,653.87)
BALANCE	**$26,653.86**

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Terms and Conditions

MADE TO ORDER PRODUCT IS NOT RETURNABLE. All prices quoted shall remain valid for 30 days. Acceptance of the Seller's written quotation shall be evidenced by delivery of Buyer's written confirmation or written purchase order incorporating all of the provisions of Seller's quotation and these Terms and Conditions. A deposit of 50% of the invoice price of all goods and services is required as a condition of order. The Seller shall render its invoice for balance due upon delivery and installation of the goods. Contact prices do not include freight charges. Prices are subject to applicable federal, state and local taxes. Balances of the purchase price is due according to the terms stated on the Invoice.

Further, if delivery or installation is delayed at the request of Buyer or due to construction, Buyer shall pay any storage fees, freight and handling charges. Storage fees begin thirty (30) days after product lands on our dock and continue until install, delivery or taken by buyer. Storage fees are based on the quantity of product received and the amount of space required. Installation will be invoiced upon completion; although, product will be invoiced upon arrival at our warehouse. Based on any current federally mandated tariffs, all import taxes will be passed on. Unless otherwise specified, all furniture is warranted by Seller to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. All used merchandise is sold on an "as is" basis and carries no applicable warranty. All claims for shortage, damages, or mis-shipped merchandise must be made in writing within five (5) days after the receiving date. If any part of these Terms and Conditions is held by a court or tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

This agreement and all the rights and obligations of the parties shall be governed by the laws of the State of California. If Seller retains an attorney to enforce its rights under this agreement, Buyer agrees to pay reasonable attorneys fees and court costs. The Seller retains a security interest in the merchandise until it is fully paid. Buyer assumes all risk of loss if delivered product and shall not be released from any obligation under this agreement due to product loss, damage, or disrepair following delivery and acceptance. Buyer will provide information necessary for preparation of and will execute one or more Financing Statements upon request of Seller. If freight is applicable, it will be stated on separate line on Quotation.

Appointments can be scheduled and will come with a 4-hour window of arrival time. Approved installations that are cancelled or postponed may carry additional charges to Buyer. Standard lead time is 4 to 6 weeks. Quick ship products are limited, but available. Ergonomic equipment may need to be installed by your IT Department and scheduling is responsibly of end user. Invoices must be paid in full. If there is a punch list, Invoice shall still be paid, however, Buyer has the right to withhold 10% until requirements are met.

Prop 65 Warning: Products can potentially expose you to chemicals including lead, nickel, and chromium which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement c this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER Gilbert Cohen Insurance Agency, Inc. 10002 Foothills Blvd. Ste 120 Roseville, CA 95747	CONTACT NAME: KIMBERLY H COHEN CA LIC 0E32197 PHONE (A/C, No, Ext): (916) 789-7000 FAX (A/C, No): (916) 786-76 E-MAIL ADDRESS: gcohen@farmersagent.com
SURED SLT Design Group Corp 834 Striker Ave Ste A & Ste F Sacramento, CA 95834	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Truck Insurance Exchange — 21709 INSURER B: Mid-Century Insurance Company — 21687 INSURER C: — INSURER D: — INSURER E: — INSURER F: —

OVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			606247093	12/5/2024	12/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			606247093	12/5/2024	12/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			606247192	12/5/2024	12/5/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			B09483036	12/17/2024	12/17/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	Contractor's Erros and Omissions			606247093	12/5/2024	12/5/2025	Aggregate Each Claim Supplementary	$5,000 $2,000 $2,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kimberly H. Cohen

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Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2024

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MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER	Gilbert Cohen Insurance Agency, Inc. 10002 Foothills Blvd. Ste 120 Roseville, CA 95747	CONTACT NAME: KIMBERLY H COHEN CA LIC 0E32197 PHONE (A/C, No, Ext): (916) 789-7000 FAX (A/C, No): (916) 786-76 E-MAIL ADDRESS: gcohen@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Farmers Insurance Exchange	21652
SURED	Interior Spaces Corp 834 Striker Ave Ste A Sacramento , CA 95834 ,	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

OVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR R	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY			606796739	6/15/2024	6/15/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A			B09483036	12/17/2024	12/17/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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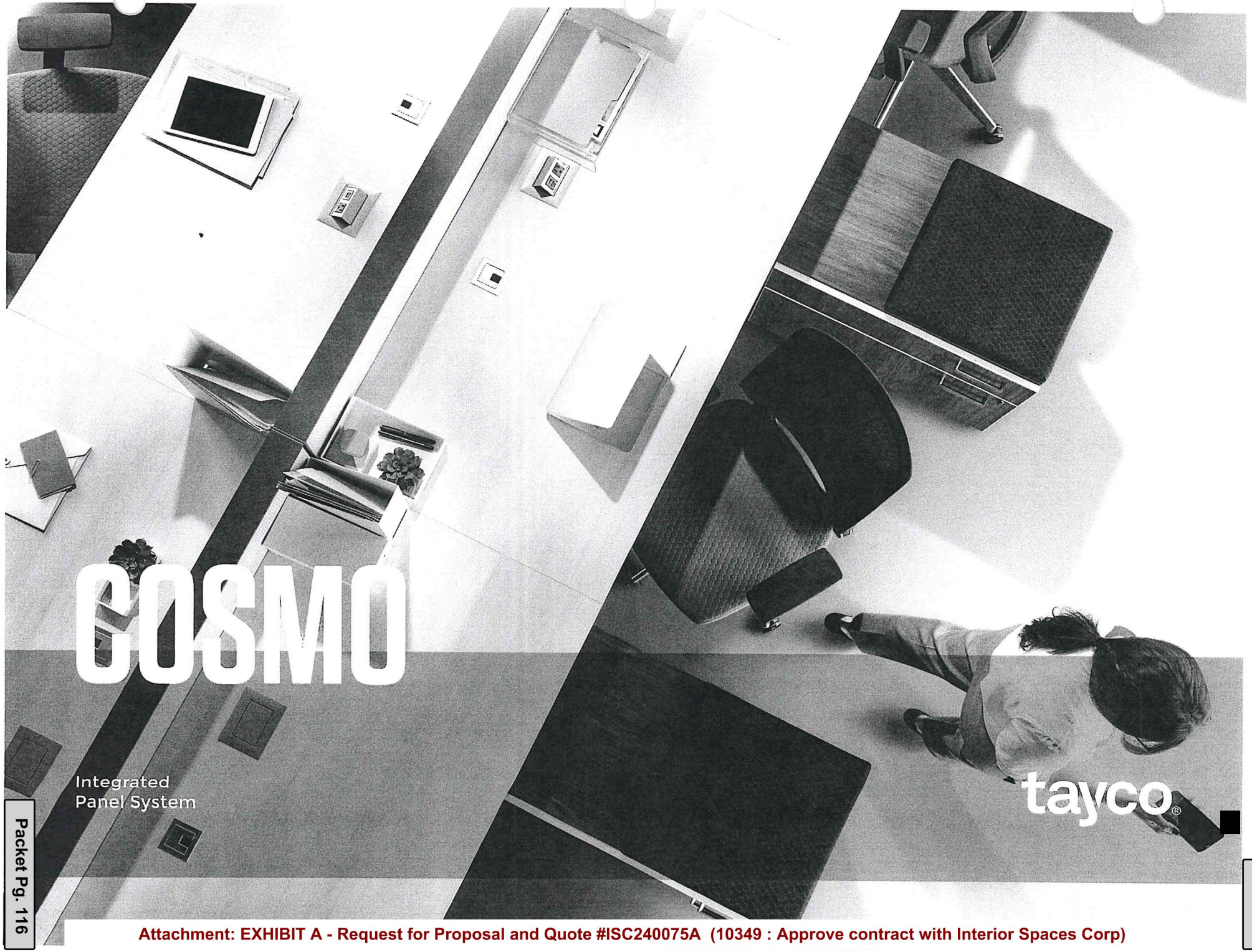
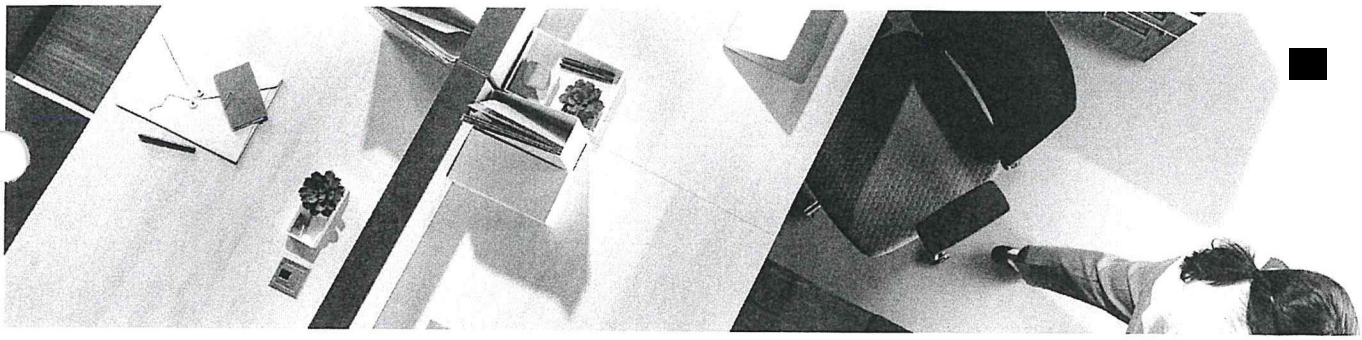
Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)


COSMO
Integrated
Panel System
tayco®









tayco®

Cosmopolitan is stackable, load-resistant tiles that come in a variety of finishes and fabrics. Durable laminate worksurfaces in a variety of shapes, patterns and finishes. A natural partner for Tayco's Go mobile tables.

Modular Panel Frames

- Frames are available in nominal heights of 37", 45", 53", 61", 69", 77" and 85" and widths of 18" to 60" in 6" increments.
- To meet ADA requirements, the frame is designed to provide for a worksurface height from 29" to 34" in 1" increments. Frames are designed to permit all hanging components (worksurfaces and shelves) to be adjusted in 1" vertical increments.
- Frames are constructed of 16-gauge steel and are welded together to ensure structural integrity and safety. Bare panel frames are 1⅞" thick, while complete panels including finish tiles and top caps are 3⅛" thick.
- 3" nylon floor glides adjust a minimum of 2½" vertically to accommodate floor variance.
- Each frame has a two-piece clip-on metal wire-management baseboard cover. The cover is accessible on both sides of the panel and provides locations for electrical outlets.
- Panel bases can be retrofitted to add electrical receptacles to previously non-electrified panels in the future.
- The baseline covers allow for the laying in of all cables, eliminating the need to thread wires through the base of the frame and around the corners.
- Frames are firmly secured together with metal connectors.
- Frames can be connected in two-way/90-degree, two-way/135-degree, two-way/120-degree, 3-way, 4-way or straight line configurations. Frames are secured so that light is not transmitted through the connectors.
- Frames are designed to accept various sizes of panel tiles with different finishes that perform different functions.
- Frames are designed to permit frames of unequal heights to be connected together with appropriate finishing pieces.
- Frames have mounting clips for top caps pre-installed on panel frames.
- Frames are designed to accept a variety of work surfaces, including worksurfaces at 135-degree and 120-degree corners.
- Acrylic panel frames are available without an electrical crossbar to allow for the use of acrylic tiles from the top of the panel raceway to the panel top cap.
- When belt-line electrics are specified, the frame will include an electrical crossbar.

Stacking Frames

- Stacking frames are available in all panel widths. Each frame can increase the height of an existing frame by a nominal 8", 16", or 24" up to a maximum height of 109". Multiple stacking frames can be added to span from 37" high to 109" high.
- The stacking frame is constructed of 16-gauge steel and is completely load-bearing. Stack-on frames can easily be added or dismantled, making moves, adds and changes quick and easy.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

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Panel Tiles

- Panel tiles close off the interior and exterior chase of the modular open frame and are available in several sizes and variations to allow maximum accommodation to the station's requirements.
- Tiles are attached to panel frames by means of a clip-on spring.
- Tiles are available in standard heights of 8", 16" and 24" in all panel widths. Each tile is approximately 5/8" thick.
- Tiles are completely modular. A 16"-high tile can be replaced with two 8"-high tiles, and a 24"-high tile can be replaced with any combination of tiles equaling 24"-high. Tiles can be reconfigured without the need to order additional parts.
- Monolithic tiles are also available in acoustical fabric and bronze, clear, frosted and fluted double-paned acrylic options. Monolithic tiles attach to panel frames by means of lift and drop.
- Acoustical monolithic fabric tiles are available in heights 32", 40", 48", 56", 64", 72" and 80" and come in widths of 18", 24", 30", 36", 42" and 48".
- Monolithic acrylic tiles come in heights of 32", 40", 48", 56" and 64". Widths start at 18". Maximum widths vary depending on the height of the acrylic tile.
- Monolithic acoustical fabric tiles consist of a fabric-wrapped metal frame with honeycomb and fibreglass.
- Tiles are available in perforated metal, accessory-supporting, fabric-covered, marker-board, tackable acoustical (STC 28, NRC 65), acrylic acrylic, open pass-through and beltline wire management.
- Segmented fabric tiles are constructed from galvanized cold-rolled metal, honeycomb, and fibreglass that is covered in fabric.
- All fabric tiles have a minimum of four fabric grades and over 130 fabric options, including a line of 100% recycled content fabric. COM fabrics are also available on request.
- Acrylic acrylic tiles are double-paned and available in clear, frosted, fluted and bronze standard finishes.
- Acrylic, marker-board and accessory tiles come with clips pre-installed on the tile for ease of installation.
- Beltline flip-up tiles discreetly hide electrical wires and allow easy access to power outlets and data/communication ports at desk-height. Electrical doors can be easily opened and remain in the open position, until the user has finished work and lowers the flip-up tile.
- The electrical access tile allows for electrical and voice/data cable management at desk height, or above desk-height in 8" increments.
- During operation the flip-up tile opens less than 2" into the workspace, eliminating the need to clean off the worksurface prior to opening the electrical access door. The unique hinge enables the access door to be easily opened and remains open on its hinge, hands-free until the wires are stored behind the tile.
- Electrical access tiles are 8" high and come in widths of 18" to 60".
- Individual panel tiles can be removed and relocated without dismantling adjacent tiles. Panel tiles are easily removable without the need for tools.
- Tiles ship on panel frames to reduce the time spent on installation and ensure complete shipments.

Hinged Panel Doors

- Aluminum powder-coated door frames come in widths of 36" and 42" and accommodate stack-on panel frames. Door frames adjust up to 2" to accommodate floor variance.
- Panel doors are hollow-core construction with a lacquer finish in a variety of colors.
- Panel doors are shipped with panel connector pieces pre-installed.
- 4" lever door handles meet ADA requirements and have a satin chrome finish.

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Sliding Panel Doors

- Sliding panel doors are available in heights of 61" and 69" and widths of 36" and 42".
- Sliding doors can open from left to right or right to left and move along the ground on 2" casters.
- Doors consist of an aluminum frame and acrylic acrylic in a choice of clear, frosted, fluted or bronze finish.
- Aluminum frames are available in a choice of nine finish options to match panel trim colors.
- Metal door knobs meet ADA requirements and are available in nine finish colors.
- An optional lock is available on sliding doors.

Panel Connectors

- Adjacent panel frames are connected directly to each other by use of 1" hex screws for a strong metal-to-metal connection. There is no creepage between in-line connections.
- 90-degree, 120-degree, 135-degree and 180-degree connectors are black powder-painted metal.
- Three types of longitudinal wall connectors are available to match metal panel trim finishes. Wall connectors adjust from 2.25"-3.25", 3"-4.25", and 4"-5.25" to accommodate variances in wall measurements.
- Panels can be attached directly to the wall without the use of a longitudinal wall connector in situations where walls are squared and adjustability is not necessary.

Panel Trim

- T-Connection fillers, 90-degree, 120-degree, 135-degree, and 180-degree metal fillers are available in nine metal finish colors. Filler top caps are included with the filler and do not need to be specified separately. Fillers are installed on the panel frame by being pressure-fitted to grooves in the exterior of the frame.
- Metal top caps are available in nine finishes to match metal panel fillers.
- Top caps and end posts are interconnecting and produce a clean, smooth finish to the system.
- Panel end posts are factory precut at 10 full heights and nine partial end post heights for drop-down panel heights. End posts include metal clips to attach the end posts to the panel frame.

Panel Base

- Panel base raceways are constructed of 22-gauge electro-galvanized steel, powder painted with knockouts for lay-in of cables for electrical and voice/data capabilities. Base raceways are 5½" in height to accommodate electrical and communication routing for continuous wiring and cables.
- Raceways are connected to the panel by a spring system and are easily removable for access to power/data elements.

Electrical Components

- All electrical components are based on NEC standards and are therefore UL listed - and CSA-certified.
- The electrical system is an eight-wire four-circuit system. Each circuit is rated for 20 amps/120 volts. Electrical receptacles can be outfitted at baseline. Base power modules consist of a quad-plex with two isolated and two common circuits. Beltline power modules consist of either a quad-plex or octo-plex with either two isolated and two common (quad-plex) or four isolated and four common (octo-plex) circuits. Isolated circuits are shielded to prevent electromagnetic interference. Isolated receptacles are made evident by their orange color. Electrical harnesses have a metal flex casing to prevent interference with voice/data cabling to shield all electrical wires.
- Electrical harnesses easily snap together to make a connection. Power modules can be installed or relocated without dismantling the panel.
- Base and beltline electrics are compatible. Electrical components can be configured to allow panels that are not adjacent to be powered by means of an electrical bypass harness. An optional wire manager is available for bypass panels. Power modules can be easily installed and relocated without dismantling panels.

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- The system allows for electrical access from the floor, wall or ceiling. Power poles are available in two standard heights and four colour options. Divided power poles are available as an option.
- Electrical power modules are rated for 20 amps/120 volts. Power modules can be specified as double- or single-sided to accommodate one station or two stations back to back.
- Open-wire starter harnesses come in 72" and 168" lengths and are hardwired into the electrical system of the building.
- Electrical harnesses are available in singular lengths ranging from 19" to 145" at 3" increments or as a combination of two harnesses up to 181" in length.

Voice/Data

- Voice/data access is available at the panel base or beltline. Panel frames can house over 160 cables. Both beltline and base raceways have back-to-back access capability.
- Voice (RJ11) jacks are rated CAT3.
- Data (RJ45) jacks are rated CAT 6. The transmission speed is 1000 megabits per second.
- Segmented panels have extensive internal cable capacity of up to 160 cables. Lay-in base raceways hold up to 60 cables. Beltline raceways store up to 36 cables.
- Open space inside the frames allows for routing and storage of fiber-optic cable or copper wire. An additional 36 cables can be housed under the beltline, as well as 36 cables above the beltline.
- Each panel can be outfitted with up to six receptacles. Nine voice/data combinations are available depending on project requirements.
- Tile panels allow installation of a "patch panel" used to route communication cables from a network hub to individual workstations. This "patch panel" provides zoned network cabling distribution, which is beneficial when making changes to the data network or adding or reconfiguring workstations.

Modular Countertops

- Modular countertops are available in lengths of 24" to 54" in 6" increments and a width of 11 ¾".
- Modular countertop supports are available to match the individual frame widths or span two panel widths up to 54" wide or (two) 30"-wide panels. Countertops can be mounted to the panel without the use of any tools.
- Counter surfaces are fabricated from ⅜" tempered frosted glass with bowed ends.

Worksurfaces

- Worksurfaces are available in 18", 24" or 30" depths and widths from 18" to 96". Non-standard sizes are available upon request.
- Surfaces can be supported by pedestal, end gable, cantilever, metal bracket, or metal gable.
- Surfaces are fabricated from thermally fused melamine with 45 lb./cu. ft. density industrial grade composite wood core. Surfaces are finished on all sides with 2-mm vinyl edge banding. Worksurfaces can hang from both sides of the support structures and be adjustable up or down in 1" increments.
- Worksurfaces are available with and without ABS grommets.
- Panel-supported worksurfaces are available in 26 different shapes. 9 table shapes are available for executive and conferencing requirements.
- All worksurfaces come standard as 1" thick with 24 laminate finish options or in an optional 1.5"-thick upgraded surface available in 15 laminate finish choices and three decorative edge details.

Corner Worksurfaces

- Corner worksurfaces are available in six sizes. They are fabricated from thermally fused melamine with 2-mm vinyl edge banding. Worksurfaces can hang from both sides of the support structures and be adjustable up or down in 1" increments.

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- A supplementary bracket to support the back corner of the corner worksurface comes included with five-sided corner surfaces.

Worksurface Supports

- Horizontal supports can be specified for worksurfaces with an unsupported width greater than 48", eliminating the need for an additional cantilever support.
- Horizontal surface supports are constructed of 14-gauge steel.
- Tables are supported by an height-adjustable, cylindrical metal post with a 3" diameter.

Cantilever Supports

- Cantilever worksurface supports are universal, right- or left-handed to suit the specific configuration. The system does not require the use of mending plates to support adjacent worksurfaces, as they are incorporated into the cantilever support.
- Cantilever supports are constructed of 12-gauge steel and powder-coated black.
- Cantilever supports are available in 16" and 22" lengths to accommodate various worksurface depths.

Overhead Storage

- Overhead storage can be panel-mounted at 1" increments or mounted to the wall by use of metal wall mount channels.
- Storage units are manufactured in a variety of widths and can hang from both sides of the support structures and be adjustable up and down in 1" increments. Storage units include open metal shelves and closed storage shelves with lockable doors available in a variety of door finishes (metal, laminate and fabric-covered).

Flipper Cabinets

- Flipper cabinets have an 16-gauge steel top and bottom and 12-gauge steel sides, come standard with a lock and are available in nine powder-coated finish options.
- A magnetic marker-board strip can be added to metal flipper door fronts to provide an additional writing surface in the station. Magnetic marker-boards are available in widths to match flipper door widths and do not interfere with the operation of the locking mechanism on the flipper door.
- Flipper cabinets are 14" deep and 16" high and are available in widths of 30", 36", 42", 48", 54" and 60".
- Cabinet faces are available in fabric-covered, metal powder-painted 20-gauge steel or laminate. Cabinets have a 15" steel ball bearing slide and the option of being manufactured with an easy-down hydraulic cylinder slide.

Metal Shelves

- Metal shelves are constructed with an 16-gauge steel bottom and 12-gauge steel sides with nine powder-coated finish options.
- Metal shelves are available in 24", 30", 36", 42", 48", 54" and 60" widths and depths of 12".

Pedestals

- Under-desk pedestals are available in laminate or metal construction. Mobile, freestanding and gable pedestals are available in laminate construction.
- Stationary bases have four adjustable 1.5"-high leveling glides that provide up to 1" of adjustability.
- Pedestals drawers are available in combinations of 6"- and 12"-high drawers.
- Box drawers have full-extension steel ball bearing slides and rubber stoppers.
- File drawers have full-extension steel ball bearing slides and rubber stoppers.
- Drawer slides are used to attach the drawer to the case. Drawer slides have the capacity to support a load of up to 100lb. Drawers and slides are removable .

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- All pedestals come equipped with a locking mechanism. Stations can be keyed alike upon request and a master key will be made available to the facility's manager.
- Pedestal file drawers offer the option to file documents from front to back or side to side.

Laminate Pedestals

- Laminate pedestals are constructed of $^{11}/_{16}$" thermally fused melamine
- Mobile pedestals come equipped with a fifth wheel on the bottom drawer to ensure stability, in place of a counterweight.

Under-Desk Pedestals

- Underdesk pedestals are available in laminate or metal construction to fit below an extended corner, rectangular or curvilinear desk module.

Laminate Gable Pedestals

- Gable pedestals are available in laminate construction and have 24"- or 30"-deep finished sides to act as a worksurface support, as well as filing space, to eliminate the need for a separate laminate gable support for the worksurface.
- Gable pedestals fit below an extended corner, rectangular or curvilinear desk module.

Lateral Files

- Lateral files are available as freestanding or under-desk filing.
- Lateral files are constructed of $^{11}/_{16}$" thermally fused melamine casings and drawer fronts and easily reconfigurable drawer modules.
- Lateral file drawers are capable of supporting a load of up to 200lb.
- Full-extension metal ball bearing slides on the drawers allow complete and unobstructed access with front-to-back or side-to-side filing rails to maximize the use of drawer filing space and to better organize documents. Legal- and letter-size documents can be filed front to back or laterally within the drawer.
- Units have an anti-tilt safety mechanism that prevents more than one drawer from opening at the same time.
- All lateral files come equipped with a locking mechanism. Stations can be keyed alike upon request, and a master key made available to the facility's manager.
- Lateral files have four 1.5"-high glides that allow the lateral file to adjust up to 1" in height.

Underdesk Lateral Files

- Underdesk lateral files are available in widths of 30", 36" or 42".
- A 2-drawer lateral file fits below a 24"- or 30"-deep passage extended corner, rectangular or curvilinear desk module.

Freestanding Lateral Files

- Freestanding lateral files are available in two-drawer-high, three-drawer-high and four-drawer-high configurations. Two-drawer lateral files are available in 30", 36" or 42" widths. Three-drawer and four-drawer lateral files are available in widths of 30" and 36".

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[redacted]

- Freestanding lateral files have a built-in an anti-tilt mechanism that only allows one drawer to be opened at a time for safety purposes. Lateral file case and fronts are constructed of laminate. Drawer interiors in lateral files accept adjustable rails for filing letter and legal hanging files.
- The lateral file top is 11/16"-thick thermally fused melamine with 45 lb. wood core. The top attaches to the lateral file case.
- Laminate file tops can be ordered to attach to a pedestal or lateral file or span a combination of freestanding files. Laminate tops have 2-mm vinyl edge trim available in 24 standard colors.

Storage Cabinets

- Desk-height and double-height storage cabinets are available in 18", 24" and 36" widths and in 21" depths. They are stand-alone units and come standard with locks. They come complete with leveling glides and organizing components to allow for the storage of paper, forms, coats or other items.
- All cabinets come with 1.5"-high glides that can adjust the height of the cabinet up to 1".
- Large storage modules, approximately 24" wide x 18" deep x 66" high, hold a variety of shelves and drawers.

Combination Cabinet

- The combination cabinet is available as an under-desk or freestanding unit. The cabinet top on the freestanding unit consists of 11/16"-thick thermally fused melamine with 45 lb./cu. ft. density wood core. The top attaches directly to the lateral file case.
- The cabinet has a file drawer on one side and two box drawers on the other side with a lateral file drawer located below the box and file drawers. A pencil tray is included in the top box drawer of the cabinet.
- Box drawers have full-extension steel ball bearing slides.
- File drawers have full-extension steel ball bearing slides and rubber stoppers and the option to file documents from front to back or side to side.
- The casing is 30" high, 36" wide and 21" deep.
- The cabinet top is 11/16"-thick thermally fused melamine with 2-mm vinyl edging.
- The cabinet base has four adjustable 1.5" high leveling glides that provide up to 1" of height adjustability.
- Drawer slides are used to attach the drawer to the case.
- Drawer slides have the capacity to support a load of up to 100lbs. Drawers and slides are removable and interchangeable on-site.
- Lateral file drawers can support a load of up to 200 lb.
- All cabinets come equipped with a locking mechanism. Stations can be keyed alike upon request, and a master key will be made available to the facility's manager.

Double-Height Combination Cabinet

- Double-height combination cabinet casings are constructed of 11/16" thermally fused melamine.
- The combination cabinet is available with an option for a lateral file bottom with double doors above 30" high, a lateral file bottom with combination file top or a combination cabinet bottom, with double door cabinet above 30" high. Cabinets with double-doors above 30" high are available with laminate or frosted acrylic doors.
- Cabinets are available 36" wide, 66" high and 21" deep. Cabinets with a lateral file and double-door combination are available in 30" or 36" widths.
- Units with double doors come equipped with 2 shelves as a standard.

Laminate, Vinyl and Metal Handle Finishes for Filing and Cabinetry

- Filing and cabinetry are available in 24 laminate finishes. Drawer handles are available in six decorative options and six metal finishes. Cabinets are finished with a combination of laminate and 2-mm vinyl edge banding. Vinyl is available in 24 standard colors.

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- Vinyl edge banding is available in wood grain finishes to match standard laminates.
- Doors and drawer fronts may be specified with a different laminate than the file or cabinet casing.
- COM laminates are also available upon request.

Organizing Tools

- A variety of paper flow accessories can be hung from equipment support tiles without the use of tools. They are adjustable up or down in 1" increments without the use of tools.

Modular Electrical Distribution System

- Where indicated on drawings, frames can house two modular eight-wire four-circuit and four 20-amp circuit electrical distribution systems. Two circuits have the capacity to be completely isolated. Baseline simplex receptacles are modular and can be installed without the use of tools. All receptacles will be factory-designated to identify which circuit they supply and can be located both at baseline and worksurface level.
- A modular power entry block is available to energize the system. It has a six-foot long wire whip for the general contractor or owner's electrical contractor to connect into the building power supply. The entire electrical system is UL-listed and CSA-certified.

Wire Management

- Data telecommunications cabling and electrical distribution systems are accessible at both baseline and worksurface levels.
- Baseline wire-management side covers are securely hinged for easy access to cables and electrical; these covers include electrical receptacles and cable access.

Power Poles

- Power poles separate electrical wiring from data telecommunication cables and can accommodate a factory-installed electrical harness for four 20-amp circuits.
- Power poles can supply power at a two-way/90-degree connector, a three-way T- connector and a four-way/ 90-degree connector.

Miscellaneous

- Metal wall-mount brackets are available in lengths of 24", 30", 36", 42", 48", 54", 60", 66" and 72" to allow for the attachment of overhead storage. Wall mounts are available in nine standard painted finishes.
- Task lights are UL-listed, CSA-certified and available in nominal widths of 24", 36", and 48". They can hang from the bottom side of both open and closed shelving units. They do not require the use of the tools to install and come with a fluorescent lamp, switch, cord and plug.
- Swing arm task lights can be panel-mounted or desk-mounted.

Accessories

- Articulating keyboard trays allow the user to swivel, lift, lower and tilt the keyboard from the horizontal position to a negative angle. Keyboard mouse trays come standard on keyboard trays and can be easily positioned on the left- or right-hand side of the keyboard to accommodate the user.
- Paper-management accessories are laser-cut steel. Accessory bars and accessory tiles are made from extruded aluminum. Paper-management accessories, bars, and tiles are available in a choice of nine powder-coat finishes.
- Under-desk and mobile CPU holders are available.
- Coat hooks are available in nine finishes to match the metal trim and accessories on panels. A two-prong coat hook can be attached directly to the panel at any height.
- Nameplates are created out of laser-cut steel and are available in nine finishes to complement any workstation.
- Mold-injected pencil drawers are 21" wide by 16" deep and are available in black.

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Test Results

- Panel System Test: ANSI-BIFMA x 5.6-2003
- Flammability for Panel System: ASTM E84-01
- Desk/Table Product Test: ANSI-BIFMA x 5.5-1998
- Storage Test: ANSI-BIFMA x 5.2-1997
- CAN/CSA C 22.2 No. 203-M91 and Equivalent
- Electrical Safety: Part of UL Standard 1286-1999
- Sitting (Pedestal with cushion) California Technical Bulletin 117, Part I and II
- Acoustical Panel Performance: ASTM E-90 and E413-87
  - STC (Sound Transmission Class): 29
  - NRC (Noise Reduction Coefficient): 0.65
  - SAA (Sound Absorption Average): 0.65
- Canadian Government Standards
- Panel System Test: CAN/CGSB-44.229
- Furniture Environmental Test for Emission Limits of Office Furniture, State of Washington: ASTM D 5116

Certifications

- Cosmopolitan is GREENGUARD Certified for indoor air quality and meets the emission level requirements of LEED Credit 4.5 and the BIFMA x7.1-2006 Conformance Standards (7).

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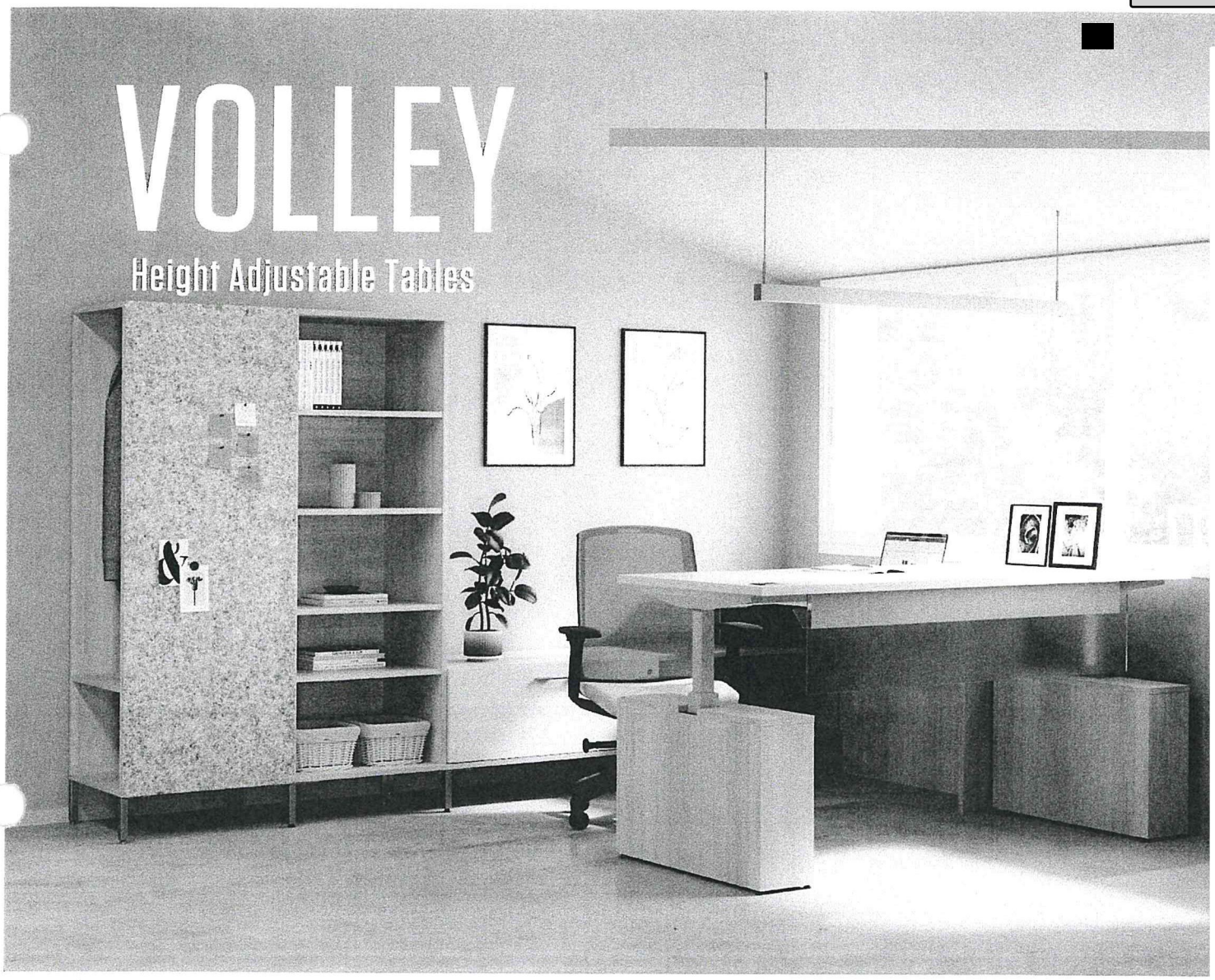
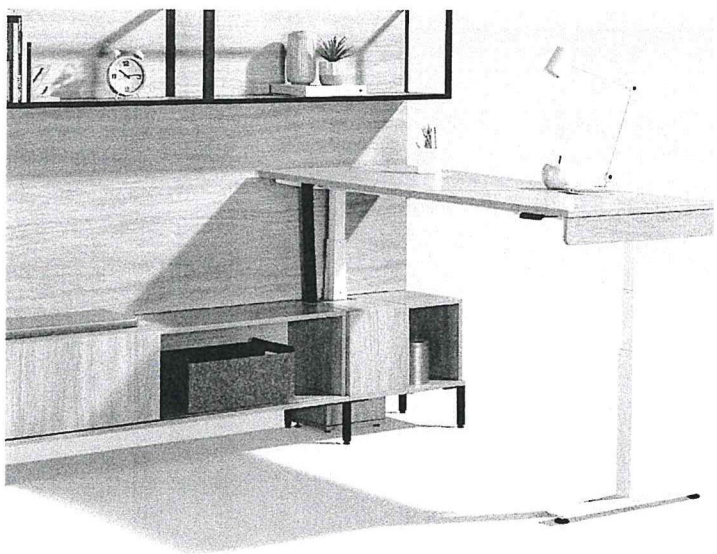
VOLLEY

Height Adjustable Tables







Ergonomic. Versatile. Accommodating.

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Take Work
TO NEW HEIGHTS.

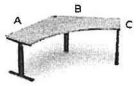




Volley height adjustable tables provide the flexibility and functior necessary for healthy living in today's modern working environments. High-quality motors with memory pre-sets allow for a quiet and easy transition from sitting to standing at the press of a button. This ergonomic solution can stand alone for a touchdown station or integrate into Tayco's numerous benching, private office, and system solutions.

Tayco's Volley tables contain features that can accommodate any workspace, such as three stage telescopic legs, with an individual motor featured on each leg, four memory presets, the choice of 2 and 3 leg options as well as Tayco's new Volley enclosures.

Specs

Straight	5-Sided	Unitized	120°
			
40"-84"W x 23"-30"D	46"-60"A x 46"-60"B x 23"-30"C	46"-84"A x 46"-84"B x 23"-30"C	40"-54"A x 40"-54"B x 23"-30"C

Leg Colours
- Black
- White
- Silver

Enclosures
- 22 Laminates to choose from
- 25.5"-30"D
- 46"-84"W
- 18.25"H

2 Leg
- 40" - 72" *Up to 84" available upon request
- 2 motors
- Load Capacity 275 lbs
- Base Height Range: 25" - 51"
- BIFMA Base Height Range: 22.75" - 48.75"
- Adjustable Base Width 39.75" - 42" 46" - 71"
- 71" wide base accommodates up to 84" surfaces

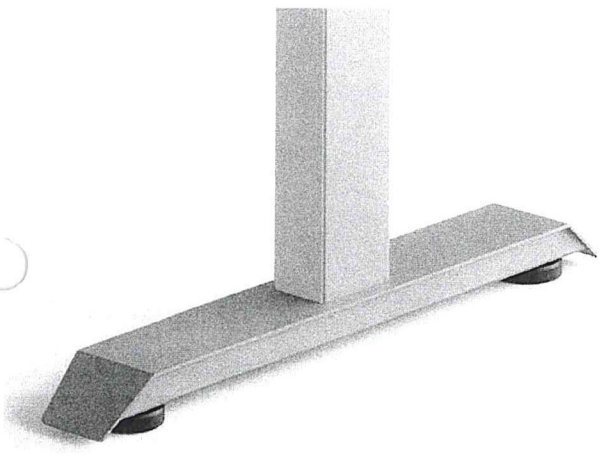
3 Leg
- 40"- 84"
- 3 motors
- Load Capacity 330 lbs
- Base Height Range: 25" - 51"
- BIFMA Base Height Range: 22.75" - 48.75"
- Adjustable Base Width 39.75" - 42" 46" - 66" 58" - 71"
- 71" wide base accommodates up to 84" surfaces

Noise Level
- 42 dB

Speed
- 1.3"/s

Foot
- 2.95"x23.65"

Column
- No hole clean design
- 1.9"x3.15"





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Volley Height Adjustable Tables provide the flexibility and function necessary for healthy living in today's modern working environments. High quality motors with pre-sets allow for a quiet and easy transition from sitting to standing at the press of a button. This ergonomic solution can stand alone for a touch down station or integrate into Tayco's numerous benching, private office, and system solutions.

Surfaces

- All surfaces are 1" thick and fabricated from thermally fused melamine with 45-lbs/cu ft density industrial grade composite wood core.
- Surfaces are available in a standard selection of solid and woodgrain laminates. Custom laminates and high pressure laminates are available upon request.
- Surfaces are finished with a PVC edging which match the laminate colour of choice
- Oval and sqaure grommet options available.

Desks

- Desk heights are within the 25" - 51" range. BIFMA bases are within 22.75" - 48.75" range.
- 2-Leg desks are between 40"- 72" in length. 3-Leg desks are between 40"- 84" in length
- The cleanly designed column size is 1.9"x3.15".
- All desks are factory tested to ensure quality assurance and customer satisfaction.
- Volley bases come in three sizes 39.75"-42", 46"-66", and 56"-71" and easily are adjusted to size on site.
- 71" wide base accommodates up to 84" surfaces.
- Power ratings: 456W, 3.8 Amp working, 0.5W standby. Cord length is 108".
- All Volley Height Adjustable Tables come in silver, white and black in order to match unique interior layouts.
- Volley Height Adjustable Tables require on-site assembly.

Enclosures

- All enclosures are 1" thick and fabricated from thermally fused melamine with 45-lbs/cu ft density industrial grade composite wood core.
- Enclosures are available in a standard selection of solid and woodgrain laminates. Custom laminates and high pressure laminates are available upon request.
- Enclosures are finished with a PVC edging which match the laminate colour of choice.
- Modesty is optional and can be specified in frost acrylic or laminate. Laminate modesty will default to match the worksurface colour unless otherwise specified. Modesty size is adjusted to incorporate Volley enclosures.

Technology

- Quiet and easy to move, the noise of the height adjustable tables works out to be 42 dB, ensuring you won't disturb anyone while you find your most comfortable working position.
- Anti collision enabled - table will stop if obstruction is encountered..
- Full undersurface adjustable frame prevents lateral movement.
- Contains a 4 memory key hand set, making it easy for you to adjust your table at any point in the work day.
- Desks are convenient and quick to raise or lower with a speed of 1.3" per second.
- 2 motors available on 2 leg option, 3 motors available on 3 leg option.

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Certifications

- BIFMA certified bases available upon request.
- Driver box and Electronic Components (including wires) tested and approved by TUV Rheinland for UL 60950-1: 2007 R10.14, Can/Csa-C22.2 NO. 60950-1-07+A1;2011+A2:2014.
- Motor and Lifting columns tested and approved by TUV Rheinland for UL 1004-1:2012 R3.17, UL1004-7;2012 R5.16, CSA C22.2, NO.100-14 AND C22.2 NO.77-14+ER1.
- Household and Commercial Furnishings UL 962:2014 Ed.4+R:06May 2019.
- Motor Operated Appliances (Household and Commercial) R2019, CSA C22.2#68:2018 Ed.8+U1.

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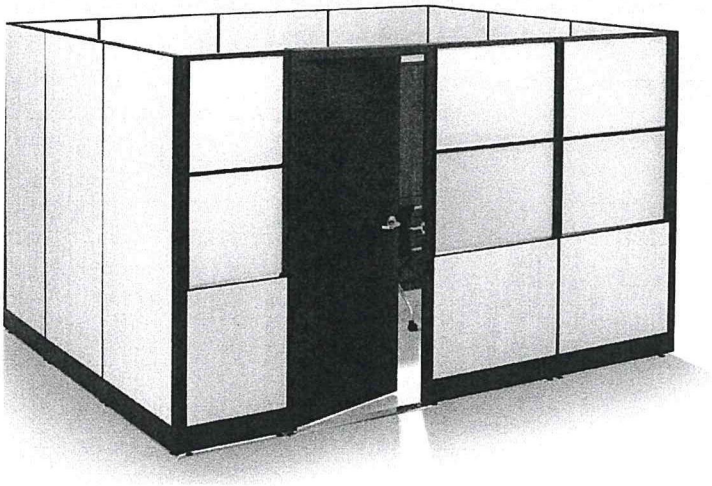




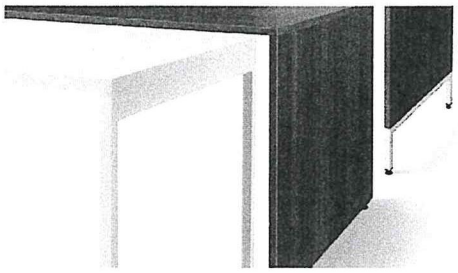
More Options. More Performance. More Switch.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

Your Space, EVOLVED

Exquisite design, power and performance combine into Switch's streamlined 2" panel system, allowing for a customizable, all-inclusive workspace.





Designed to meet the evolving needs of today's modern office spaces, our Switch line brings together high design and value for our best performance enhancing office solution.

Features

Worksurface Depth Options

- Full Depth
- Full Depth with Grommet
- Cropped Depth for 1" Wire Play

Leg Options

- Wrap Leg
- Ladder Leg
- Laminate Gable Leg

Electrical Specifications

- *Electrical System:* 8 Wire 4 Circuit

Unique Details

- *Integrated Panel Segments:* Acrylic or Glass
- *Doors:* Sliding Door in Acrylic or Swing Door in Laminate

Panel Specifications

- 1" Slotted System Panel
- Raceway & Elevated Panels
- Powered & Non-Powered Panels
- *Panel Heights:* 34", 42", 50", 66", 82"
- *Panel Widths:* 24", 30", 36", 42", 48", 54", 60", 66", 72"

Fabric Panel Sizing

- 34"-50"H Panels available up to 72"W
- 66"H Panels available up to 60"W
- 82"H Panels available up to 48"W

Laminate Panel Sizing

- 34"-66"H Panels available up to 48"W
- 82"H Panels available up to 36"W

Gallery Panel Sizing

- *Gallery Panel Heights:* 34", 42", 50"
- *Gallery Panel Widths:* 26" - 146"

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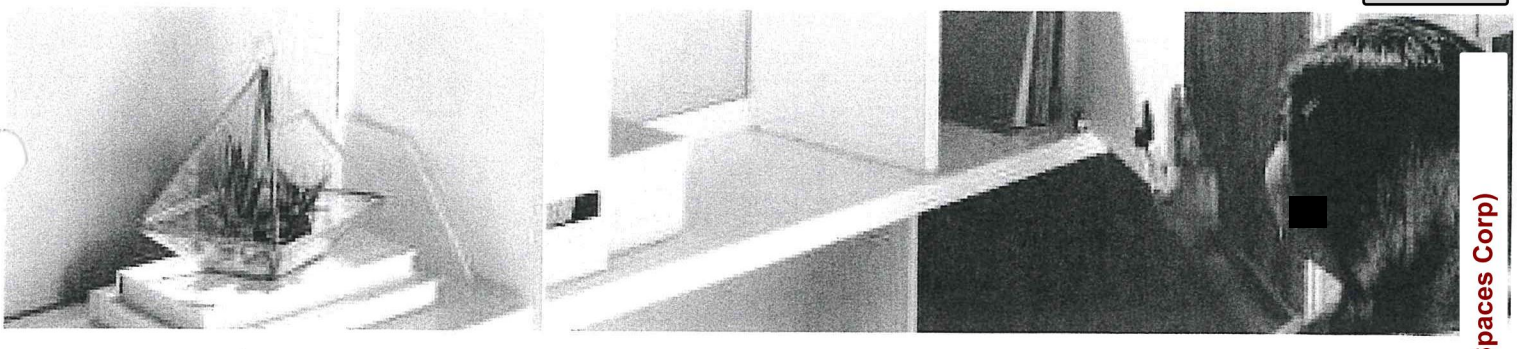

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Switch is a uniquely sleek panel based product designed to enhance performance with electrics and data housed in a 2" thick panel.

Modular Panel Frames

- Frames are available in nominal heights of 34", 42", 50", 66" and widths of 24" - 60" in 6" increments.
- To meet ADA requirements, the frame is designed to provide for a worksurface height from 29" to 34" in 1" increments. Frames are designed to permit all hanging components (worksurfaces and shelves) to be adjusted in 1" vertical increments.
- Panel frames are 2" thick constructed of light weight wood core with steel slotted channels. Panels are finished with aluminum top caps and steel raceways.
- 3" nylon floor glides adjust a minimum of 2 ½" vertically to accommodate floor variance.
- Power panels can house a single or double sided quad-plex power module.
- Panel raceways have a two-piece clip-on metal wire-management baseboard cover. The cover is accessible on both sides of the panel and provides locations for electrical outlets.
- The baseline covers allow for the laying in of all cables, eliminating the need to thread wires through the base of the frame and around the corners.
- Frames are firmly secured together with metal connections
- Panel face options are laminate, fabric, tempered glass and fabric, tempered glass and laminate, acrylic and fabric, acrylic and laminate.
- Optional tempered glass or acrylic privacy screen can be fastened to top of panel with full length aluminum extrusion.
- Frames can be connected in two-way/90-degree, 3-way, 4-way or straight line configurations. Frames are secured so that light is not transmitted through the connectors.
- Frames are designed to permit frames of unequal heights to be connected together with appropriate finishing pieces.
- Top cap mounting clips come pre-installed on panel frames.

Panel Connectors

- Adjacent panel frames are connected directly to each other by use of metal brackets and fasteners for a strong metal-to-metal connection. There is no creepage between in-line connections.
- Three types of longitudinal wall connectors are available to match metal panel trim finishes. Wall connectors solutions adjust from 2.25"- 6" to accommodate variances in wall measurements.

Panel Trim

- Top caps and end posts are extruded aluminum and available in four metal colours. An angled dye cast aluminum piece is used to finish off top cap and end post connections.
- 90 degree and T-Configurations are created with metal brackets and fasteners.

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- 90 degree and T-Connections are always finished with aluminum extrusion fillers without the use of fasteners.
- Filler top caps are sold separately.

Panel Base

- Panel base raceways are constructed of 22-gauge electro-galvanized steel, powder painted with knockouts for lay-in of cables for electrical and voice/data capabilities. Base raceways are 5½" in height to accommodate electrical and communication routing for continuous wiring and cables.
- Raceways are connected to the panel by a spring system and are easily removable for access to power/data elements.

Gallery Panel

- Panels are available in 34", 42" or 50" heights.
- Gallery panels are specified as mid-run or end of run. Mid run gallery panels have a hole at the base to allow for wire passage
- Gallery panels up to 56" wide are one piece. Gallery panels more than 56" wide are two pieces.
- Wood grain gallery panels are offered up to 110" wide. Solid coloured gallery panels are available up to 146" wide.

Electrical Components

- All electrical components are based on NEC standards and are therefore UL listed and CSA-certified.
- The electrical system is an eight-wire four-circuit system. Each circuit is rated for 20 amps/120 volts. Base power modules consist of a quad-plex with two isolated and two common circuits. Isolated circuits are shielded to prevent electromagnetic interference. Isolated receptacles are made evident by their orange color. Electrical harnesses have a metal flex casing to prevent interference with voice/data cabling to shield all electrical wires.
- Electrical harnesses easily snap together to make a connection.
- Electrical components for non-adjacent panels can be configured using by means of an electrical bypass harness.
- The system allows for electrical access from the floor, wall or ceiling. Power poles are available in two standard heights and four metal colors to match metal finish trims.
- Electrical power modules are rated for 20 amps/120 volts.
- Power modules can be specified as double- or single-sided to accommodate one station or two stations back to back.
- Open-wire starter harnesses come in 72" and 168" lengths and are hard wired into the electrical system of the building.
- Electrical harnesses are available in singular lengths ranging from 22" to 145" at 3" increments or as a combination of two harnesses up to 181" in length.

Voice/Data

- Voice/data access is available at the panel base.
- Voice (RJ11) jacks are rated CAT3.
- Data (RJ45) jacks are rated CAT 6. The transmission speed is 1000 megabits per second.

Modular Countertops

- Modular countertops are available in lengths of 24" to 60" in 6" increments and a depth of 15".
- Countertops are fabricated from laminate.
- Countertop brackets are specified to match panel trim colours

Worksurfaces

- Worksurfaces are available in 19", 20", 23", 24", 29" or 30" depths and widths from 23" - 96". Non-standard sizes are available upon request.
- Surfaces can be supported by pedestals, end gable, cantilever,

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metal bracket or metal gable.

- Surfaces are fabricated from thermally fused melamine with 45 lb./cu. ft. density industrial grade composite wood core. Surfaces are finished on all sides with 2-mm vinyl edge banding. Worksurfaces can hang from both sides of the support structures and be adjustable up or down in 1" increments.
- Worksurfaces are available with and without ABS grommets.
- All worksurfaces come standard as 1" thick with 18 laminate finish options and are trimmed with 2mm edge banding. High Pressure Laminates and COM Laminates available upon request.
- Drop return worksurfaces are available with 2 side accessible USBs and 2 simplexes.

Worksurface Supports

- Switch features three end gable types; wrap leg, ladder leg, laminate gable leg.
- All legs can be freestanding or mounted against a panel.
- Wrap leg is a combination of 22" laminate construction and 1"x1" steel tubing.
- Ladder leg is constructed of 1"x1" and 1"x 2" steel tubeing and is available in four metal colours.
- Gable leg is constructed of laminate.
- Horizontal supports can be specified for worksurfaces with an unsupported width greater than 48", eliminating the need for an additional cantilever support.
- Horizontal surface supports are constructed of 14-gauge steel.

Cantilever Supports

- Cantilever worksurface supports are universal, right- or left-handed to suit the specific configuration. The system does not require the use of mending plates to support adjacent worksurfaces, as they are incorporated into the cantilever support.
- Cantilever supports are constructed of 12-gauge steel and powder-coated black.
- Cantilever supports are available in 16" and 22" lengths to accommodate various worksurface depths.

Overhead Storage

- Overhead storage can be panel-mounted at 1" high increments.
- Storage units are manufactured in a variety of widths and can hang from both sides of the support structures and be adjustable up and down in 1" increments. Storage units include open metal shelves and closed storage shelves with lockable doors available in metal or laminate fronts.

Flipper Cabinets

- Flipper cabinets have an 16-gauge steel top and bottom and 12-gauge steel sides, come standard with a lock and are available in four powder-coated finish options.
- Flipper cabinets are 15" deep and 16" high and are available in widths of 30", 36", 42", 48", 54" and 60".
- Cabinet faces are available in metal powder-painted 20-gauge steel or laminate. Cabinets have a 15" steel ball bearing slide and the option of being manufactured with an easy-down hydraulic cylinder slide.

Metal Shelves

- Metal shelves are constructed from steel and are powder painted.
- Metal shelves are available in 30", 36", 42", 48", 54" and 60" widths and depths of 12".

Pedestals

- Under-desk pedestals are available in laminate construction. Mobile, freestanding and gable pedestals

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are available in laminate construction.

- 1.5" levelers on all cabinetry allowing for 1" height adjustment.
- Pedestals drawers are available in combinations of 6" and 12"-high drawers.
- Box drawers have full-extension steel ball bearing slides and rubber stoppers.
- File drawers have full-extension steel ball bearing slides and rubber stoppers.
- Drawer slides are used to attach the drawer to the case. Drawer slides have the capacity to support a load of up to 100lb. Drawers and slides are removable .
- All pedestals come equipped with a locking mechanism. Stations can be keyed alike upon request and a master key will be made available to the facility's manager.
- Pedestal file drawers offer the option to file documents from front to back or side to side.

Laminate Pedestals

- Laminate pedestals are constructed of $^5/_8$" thermally fused melamine
- Mobile pedestals come equipped with a fifth wheel on the bottom drawer to ensure stability, in place of a counterweight.

Underdesk Pedestals

- Underesk pedestals are available in laminate construction to fitbelow an extended corner, rectangular or curvilinear desk module.

Laminates Gable Pedestals

- Gable pedestals are available in laminate construction and have 24" or 30" deep finished sides to act as a worksurface support, as well as filing space, to eliminate the need for a separate laminate gable support for the worksurface.
- Gable pedestals fit below an extended corner, rectangular or curvilinear desk module.

Lateral Files

- Lateral files are available as freestanding or under-desk filing.
- Lateral files are constructed of $^5/_8$" thermally fused melamine casings and drawer fronts and easily reconfigurable drawer modules.
- Lateral file drawers are capable of supporting a load of up to 200lb.
- Full-extension metal ball bearing slides on the drawers allow complete and unobstructed access with front-to-back or side-to-side filing rails to maximize the use of drawer filing space and to better organize documents. Legal- and letter-size documents can be filed front to back or laterally within the drawer.
- Units have an anti-tilt safety mechanism that prevents more than one drawer from opening at the same time.
- All lateral files come equipped with a locking mechanism. Stations can be keyed alike upon request, and a master key made available to the facility's manager.
- Lateral files have four 1.5"-high glides that allow the lateral file to adjust up to 1" in height.

Underdesk Lateral Files

- Underdesk lateral files are available in widths of 30" or 36".
- A 2-drawer lateral file fits below a 24" or 30" deep passage extended corner, rectangular or curvilinear desk module.

Freestanding Lateral Files

- Freestanding lateral files are available in two-drawer-high, three-drawer-high and four-drawer-high configurations. Two-drawer lateral files are vailable in 30", 36" or 42" widths. Three-drawer and four-drawer laterals are available in widths of 30" and 36".

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

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- Freestanding lateral files have a built-in an anti-tilt mechanism that only allows one drawer to be opened at a time for safety purposes. Lateral file case and fronts are constructed of laminate. Drawer interiors in lateral files accept adjustable rails for filing letter and legal hanging files.
- The lateral file top is 5/8" thick thermally fused melamine with 45 lb. wood core. The top attaches to the lateral file case.

Credenza

- Credenzas are available in left handed and right handed with widths of 48", 60", 72".
- Half the width of the credenza has open storage. The other half of the credenza has lockable storage; one drawer accommodates letter/legal filing and one for simple storage.
- Optional fabric cushion which is ordered separately is available for top of the credenza.

Combination Storage Towers

- Combination storage towers are available in 42" or 50" high and have depths of 24" and 30"
- Underdesk drawers can be configured either box, box, file or file, file.
- Combination storage towers above the work surface are open for side access.
- Combination storage comes with a coat bar.

Wardrobe Towers

- Wardrobe Towers are available in 18" wide.
- Wardrobe Towers come with a coat bar.

Storage Towers

- Storage towers are 42" and 50" high, 24" or 30" deep, specified in left and or right hand.
- Storage cabinets come with both fixed and adjustable shelves.

Laminate, Vinyl and Metal Handle Finishes for Filing and Cabinetry

- Filing and cabinetry are available in 18 laminate finishes. Drawer handles are available in seven decorative options. Cabinets are finished with a combination of laminate and 2-mm vinyl edge banding.
- Vinyl edge banding is available in wood grain finishes to match standard laminates.
- Doors and drawer fronts may be specified with a different laminate than the file or cabinet casing.

Organizing Tools

- A variety of work accessories can be hung from accessory rails. They are adjustable up or down in 1" increments without the use of tools.

Modular Electrical Distribution System

- Power panels can house a single or double sided fourplex power module. Power modules are eight-wire four-circuit with four 20-amp circuits. Two circuits havethe capacity to be completely isolated. Baseline simplex receptacles are modular and can be installed without the use of tools. All receptacles will be factory-designated to identfy which circuit they supply and can be located both at baseline and worksurface level.
- A modular power entry block is available to energize the system. It has a six-foot long wire whip for the general contractor or owner's electrical contractor to connect into the building power supply. The entire electrical system is UL-listed and CSA-certified.

Wire Management

- Baseline wire-management side covers are securely hinged

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

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for easy access to cables and electrical; these covers include electrical receptacles and cable access.

Power Poles

- Power poless can supply power at a two-way/90-degree connector, a three-way T-connector, four-way/90-degree connector and gallery panels.
- Power poles are extruded aluminum.

Clamp On Power

- Clamp On Power come equipped with 2 grounded receptacles, 2 DC 5V 2.1A USB charging ports, angle mounting brackets and 10' 14 AWGx3C Power Cord.
- Units have a 120V 60Hz 15A electrical rating.
- Units are UL listed. c UL us LISTED

Lights

- Task lights are UL-listed, CSA-certified and available in nominal widths of 24", 36", and 48". They can hang from the bottom side of both open and closed metal shelving units. They do not require the use of the tools to install and come with a fluorescent lamp, switch, cord and plug.

Accessories

- Articulating keyboard trays allow the user to swivel, lift, lower and tilt the keyboard from the horizontal position to a negative angle. Keyboard mouse trays come standard on keyboard trays and can be easily positioned on the left- or right-hand side of the keyboard to accommodate the user.
- Paper-management accessories are leaser-cut steel. Accessory bars and accessory tiles ar emade from extruded aluminum. Paper-management accessories, bars and tiles are available in a choice of nine powder-coat finishes.
- Under-desk and mobile CPU holders are available.
- Mold-injected pencil drawers are 21" wide by 16" deep and are available in black.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

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CARE AND MAINTENANCE

FABRICS

To remove dust particles, lightly vacuum the fabric surface. Spills and fluid should be immediately blotted. For minor fabric stains and marks use water-based fabric solvent, applying light pressure, to lift the dirt and stain. Any use of water and soaps may harm the fabric, causing water stains and damage to the fabric's contents. Do not scrub the fabric with bristle or vacuum brushes as the fabric may pull or tear and the appearance may be permanently affected. Professional steam cleaning is recommended.

MESH

To remove dust particles, clean with a damp cloth. Do not use an excessive amount of water. For minor stains and marks, use water-based fabric solvent, applying light pressure, to lift the dirt and stain.

LAMINATES

Dust laminated surfaces for regular maintenance. Clean any dirt or stain with a damp cloth. Do not use an excessive amount of water, abrasive cleaners, acids or alkalis and do not scratch or scrape surfaces. For persistent stains and marks use Zep Heavy-Duty Citrus Degreaser® , Cabinet Magic® or Countertop Magic®.

ACRYLIC TILES AND PANELS

Dust regularly to keep surfaces free of dust particles. Cleaning of acrylic products were tested on uncoated sheets. Clean any dirt or stain with a damp microfiber cloth. Dry the area using a dry microfiber cloth. The use of paper cloths, fiber cloths or rags is not recommended as loose particles and debris remaining on the cloth may scratch or harm the acrylic surface. Do not use other chemical cleaners, window cleaners, or disinfectants as their chemical compositions may alter and/or permanently affect the surface appearance. Generally speaking soap and water, pharmacy grade hydrogen peroxide, household grade bleach, and isopropyl alcohol - diluted with water at 30% strength work best as disinfectants on acrylic. When disinfecting or sanitizing acrylic proper procedures should be taken along with the use of personal protective equipment.
*Because manufacturers sometimes change their formulas without notification, compatibility in perpetuity can not be presumed. These suggestions are based on information we believe to be reliable. They are offered in good faith, but without guarantee as conditions and methods of use are beyond our control.

TEMPERED GLASS

Wipe tempered glass with a mild soap or detergent and lukewarm water. Use a clean soft cloth, applying only light pressure. Rinse with clean water and dry by blotting with a damp cloth.

VINYL / EDGE TRIM

To remove minor scuff marks and general dirt from bases and connectors, use warm water and a soft cloth. Do not use harsh abrasive cleaners, as they may cause permanent scratches on the surface.

PAINTED METALS

Tayco's painted metal products are powder-paint-coated. To clean these products, use a damp cloth, using only a small amount of lukewarm water if necessary. Dry with a clean, dry cloth. To avoid scratching and damaging the painted surface, do not use hard bristled brushes or abrasives.

POLISHED CHROME

Maintain the luster on polished chrome products by gently cleaning with liquid soap and warm water solution. Gently dry and polish the chrome with a clean, soft cloth or rag that is free of any abrasive debris. To buff and polish further, use a commercial chrome cleanser and/or polish to enhance the shine and look. Do not use abrasive cleaners or products, as they may permanently alter the surface appearance.

THE USE OF HARSH CLEANERS AND CHEMICALS MAY PERMANENTLY ALTER THE PRODUCT FINISH APPEARANCE AND WILL VOID ANY WARRANTY.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

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CAUTION

LOAD BOTTOM DRAWER FIRST

- Operate one drawer at a time.
- Units may tip if loaded incorrectly.
- Units should be attached to a wall or other furniture to reduce tipping hazard.
- Always load the heaviest files in the bottom drawer.

HEAVY LOAD

- Some products must be anchored to wall to ensure stability & safety.
- It is the owner and installers responsibility to ensure that the wall type and construction is of sufficient strength to carry the loads of any wall mounted products and their contents.
- Failure of the wall and anchors to support all imposed loads may result in property damage and/or personal injury.
- Tayco can provide size and empty weight of its products only. As wall blocking is considered a building construction process, Tayco cannot provide recommendations in this respect and cannot be responsible for damage or injury that may occur as a result of improper installation and/or blocking.

INSTABILITY HAZARD

Mobile items on casters such as flip top, personal and movable tables of any type and storage items of any type may present an instability hazard if not secured correctly while in use or in storage. Flip top tables or training tables of any type, are inherently more unstable when folded. Tayco provides the following guidelines & warnings when using mobile products:

- Lock casters immediately after moving. Do not leave the casters unlocked when in use or in storage.
- Motion may increase the instability of any item with casters. If the wheels hit an obstruction the table's forward momentum often causes overturn, especially if the item is not equipped with wheel extensions. Exercise strong caution while moving these items.
- Use caution when abrupt level changes in the floor are present (such as a doorway or room threshold) as caster failure or tipping may result.
- Do not stand, sit or lean on mobile items for support. They are not intended for this use and personal injury or property damage may result.
- Mobile units that feature height adjustable elements must be lowered to the minimum compressed height when moving to prevent instability. It is also recommended the user remove all computer equipment or other accessories to prevent possible weight imbalance or damage to equipment.
- Failure to follow the guidelines above may result in property damage or personal injury.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

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2-SHIFT LIMITED LIFETIME WARRANTY

Tayco products included in our standard offerings are backed by a 2-shift warranty to the original purchaser for the use of two 8-hour shifts, 5-day per week.

Tayco's warranty, which runs from the date of manufacture, covers defects in materials and workmanship under normal use and care of the products for office use only. If product is defective and written notices of the defect is provided to Tayco within the applicable warranty period, Tayco (at its option) will either repair or replace the defective product with a comparable component or product.

Limitations to the Warranty Include:

	CASEGOODS	SYSTEMS	SEATING
LIFETIME	• Metal legs, posts and metal gables	• Panel frames • Metal legs, posts and metal gables	
12 YEAR	• Laminates (HPL and LPL)	• Laminates (HPL and LPL) • Laminate panels	
10 YEAR	• Vinyl trim • Electrical components	• Vinyl trim • Electrical components	• Bases • Arms • Casters • Pneumatic cylinders - single shift for users of up to 300 lbs (40 hour week) • Seating mechanism - single shift for users of up to 300 lbs (40 hour week)
5 YEAR	• Moving parts which include slides, locks, glides and casters • Height Adjustable Table motors	• Fabrics/upholstery/ P.E.T. Acoustic Board • Height Adjustable Table motors	
4 YEAR	• Tempered glass	• Tempered glass	
3 YEAR		• Monitor arms • Keyboard trays and mechanisms	• Foam • Upholstery/mesh/seating fabrics • Arm pads
2 YEAR	• Height Adjustable Table handset and control	Height Adjustable Table handset and control	
1 YEAR	• Electrics and moving components that are not included in our pricebooks • Tasklights	• Electrics and moving components that are not included in our pricebooks • Acrylic	
SUPPLIER COVERAGE	• Acrylic warranty is passed on to the Customer from the supplier and may vary	• Acrylic warranty is passed on to the Customer from the supplier and may vary	
NOT COVERED	• Ballast and light bulbs	• Customer's own material	• Customer's own material

1) Tayco's 2-Shift Limited Lifetime Warranty must be interpreted and used with the following limitations and the accompanying terms and conditions document.

2) The Tayco Warranty has the following limitations and does not apply under the following conditions:

- Exclusions:
  - Any "normal wear and tear" such as dents, nicks, scratches, fading and improper maintenance.
  - Any discolouration due to exposure to sunlight or indoor lighting.
  - Any damage caused by improper treatment , use or storage of product including exposure to unusual environmental conditions (extreme climates, acids, and moisture).
  - Any damage caused by carrier in transit, damage caused by cross-docking or the movement of product from one site or location to another, any misuse and alteration to the product.
  - Any warranty or claim made regarding the matching of colours, grains or textures, the colour fastness or the matching colour of textiles and any deviations in dye lots of fabric.
  - Any warranty or claim of any Tayco products if the products are used for rental or third party purposes.
- Limitations:
  - A product will not be considered defective, and Tayco will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion. It is at the sole discretion of Tayco to decide if a defect is due to improper product installation or reconfiguration.
  - Tayco shall not be liable under any circumstances for consequential, economic, or incidental damages of any nature, including without limitations, damages for personal injury or damages to property, and however occurred, whether alleged as resulting from breach of warranty or contract by Tayco or negligence of Tayco or otherwise.
- This warranty overrides all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability of fitness for a particular purpose. The Customers exclusive remedy with respect to any and all losses or damage resulting from any causes whatsoever shall be repair or replacement as specified above.

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)



tayco®

Get comfortable in Tayco's signature J1 task chair. Truly designed to support users throughout the workday with fully functioning lumbar support and a synchro-tilt mechanism, this is the ultimate in back support.

Depth
- Overall Depth: 25.5"
- Seat Depth: 16.7"

Height
- Overall Height: 39.75"-43.75"
- Seat Height: 16.5"-20.5"
- Back Height: 23.7"

Width
- Seat Width: 19.7"
- Back Width: 17.9"
- Back Width: 17.9"
- Overall Width Fix Arm: 24.75"

Colours
- Bright White
- Black
- Chrome

Chair
- J1 Chairs come in a variety of base options- Bright White, Black & Chrome.
- Option to purchase chair arms fixed or adjustable, depending on personal comfortability and use.
- Bright White with grey mesh and Black with black mesh options for frame and mesh.

Technology
- Dual surface casters allow for a larger weight capacity on the J1 Chair. Bares up to 300lbs (40 hour week).
- The task chair also features a 3D armrest, and optional seat slider, making ergonomic positioning a breeze.
- Breathable mesh back makes the J1 chair both stylish and comfortable.
- Fully functioning lumbar support and a synchro-tilt mechanism for the ultimate in back support.

Certifications
- J1 is GreenGuard certified.
- J1 is ANSI/BIFMA x5.1 certified.

www.tayco.com

Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

THE ULTIMATE IN FLEXIBILITY WITH M1 SEATING



The M1 chair with nesting capabilities and a flex back, provides the ideal solution for guest and training seating.

The M1 back tilts up to 10° encouraging movement allowing comfort when seated for long periods of time.

Its nesting flip up makes storage easy when not in use.

The M1 pairs perfectly with Tayco's nesting One Touch tables.

The simple clean design is at home in any office.

Specs

Depth
- Overall Depth: 21.2"
- Seat Depth: 18"

Arm Options
- Fixed

Base Options
- Chrome

Height
- Overall Height: 33.75"
- Seat Height: 18.75"
- Back Height: 15"

Load Capacity
- Bares up to 300lbs (40 hour week).

Width
- Seat Width: 18"
- Back Width: 18.5"
- Overall Width: 23.75"

Frame and Mesh Options
- Bright White with Grey Mesh
- Black with Black Mesh

Casters
- Dual surface



Attachment: EXHIBIT A - Request for Proposal and Quote #ISC240075A (10349 : Approve contract with Interior Spaces Corp)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept January 25 Treasury Monthly Investment Report as presented.

Accept January 25 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 01_25 (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 1/31/25
DATE: 2/25/25

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CD8	11/12/20	700,712.18	1.02%	1.275%	707,917.00	700,000.00	700,000.00	08/01/25	692,006.00			
797299LXO	10/28/20	638,917.35	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	611,980.35			
260888AD4	02/23/21	400,598.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	381,816.00			
130179KW3	02/05/21	829,504.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	770,968.00			
899141BB0	02/05/21	657,018.62	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	609,333.30			
260888AE2	02/23/21	602,346.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	557,190.00			
971252AH4	05/27/21	186,215.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	169,104.80			
971252AK7	05/27/21	267,390.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	233,091.35			
971252AL5	05/27/21	570,853.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	487,007.40			
797679CF2	11/24/21	260,592.32	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	241,810.40			
797669ZR2	11/24/21	3,116,869.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,691,645.00			
6723225N45	11/23/21	1,273,804.45	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,159,461.05			
38122NB35	11/12/21	12,176,553.16	1.87%	2.248%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,805,280.00			
79739GPE0	12/09/21	711,147.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	603,582.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	475,235.25			
13048VZT8	01/05/22	503,809.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	454,865.00			
13048VZU5	01/05/22	395,660.65	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	354,350.55			
055022AK3	01/27/22	1,162,697.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,023,270.00			
79770GJG2	12/15/21	2,035,448.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,797,560.00			
79739GPM2	12/09/21	252,567.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	220,085.00			
854434AH0	11/12/21	542,137.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	472,779.50			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,693,560.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	853,510.00			
Municipal Total		**30,685,396.57**			**31,100,280.70**	**30,370,000.00**	**30,370,000.00**		**27,359,490.95**			**14.7%**
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	08/29/32	5,474,507.25			
3130B2N27*	09/10/29	2,995,000.00	5.25%	5.250%	2,995,000.00	2,995,000.00	2,995,000.00	09/10/29	2,996,467.55			
3134HAZP1*	12/06/24	1,487,935.93	5.05%	5.050%	1,486,000.00	1,486,000.00	1,486,000.00	11/26/29	1,484,707.18			
3011ERE98*	12/06/24	5,005,887.50	5.11%	5.110%	5,000,000.00	5,000,000.00	5,000,000.00	11/27/29	4,996,900.00			
3130B3MA8*	11/07/24	7,500,000.00	5.25%	5.250%	7,500,000.00	7,500,000.00	7,500,000.00	11/07/29	7,500,375.00			
Treasury/Agency Total		**22,463,823.43**			**22,456,000.00**	**22,456,000.00**	**22,456,000.00**		**22,452,956.98**			**10.8%**
	Grand Total	**$ 53,149,220.00**			**53,556,280.70**	**52,826,000.00**	**52,826,000.00**		**49,812,447.93**			
	Interest Liability	-								Unrealized		
	NET BOOK	**53,149,220.00**								(3,336,772.07) Gain/Loss		

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$152,474,174.30	4.55%	**73.0%**
COP Project Fund*	$5,746,404.22		

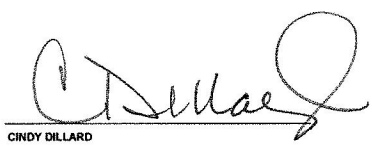
LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	72,307.76	4.37%	4.35%	
REC DIST 108	70,784.65	4.37%	4.35%	
REC DIST 1004	-	4.37%	4.35%	
COUNTY	197.06	4.37%	4.35%	
CCOE	137.54	4.37%	4.35%	
TOTAL LAIF	143,427.01			**0.1%**
CASH	3,133,443.76			**1.5%**
TOTAL LIQUID	155,751,045.07		**74.56%** Liquidity	
GRAND TOTAL	**$ 208,900,265.07**			**100.0%**

INTEREST RECEIVED

January 2025	637,813.74	1/31/2025	Est. 4.25%
Oct-Nov-Dec 2024	2,242,974.49	12/31/2024	Est. 4.50%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	7.56%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 74.54%
Note 3: All investments comply with the investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.



CINDY DILLARD
TREASURER-TAX COLLECTOR

Attachment: 01_25 (10271 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: **February 25, 2025**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Approve the revised job description and update the salary range for the Deputy Air Pollution Control Officer (Deputy APCO) from MGT50 ($5,563 - $7,132) to MGT21 ($6,364 - $8,153) effective March 1, 2025.**

Approve the revised job description and update the salary range for the Deputy Air Pollution Control Officer (Deputy APCO) from MGT50 ($5,563 - $7,132) to MGT21 ($6,364 - $8,153) effective March 1, 2025.

Detailed Description/Background of request

In August 2024, HR updated the Air Pollution Standards Officer (APSO) job class series. At that time, we specifically focused on the issue at hand, which was the APSO series; however, the Air Pollution Control District has requested an update to the Deputy APCO Job Description and a look at compensation, which is out of market median.

As is standard practice, HR has recommended a compensation study due to the request from the Department to update the job description, which resulted in an updated comp study being completed in January 2025. While the study establishes that the classification of Deputy APCO *appears* to be out of market median, unfortunately, there were not enough comps (which equates to unusable data) for our nine (9) comparable counties. To that end, for an overall review of comparable positions, we decided to take a look at the comparator county's special districts, as well, to try to ascertain the market rate for this particular salary. We also assessed the August 2024 increases to the APSO I-II-II series, and have determined the Deputy APCO position will require an equity adjustment to maintain standard compaction.

Subject to the fiscal limitations of the County, it is generally the County's desire to compensate employees at a level that is within approximately 5% of the market median salary for its comparable agencies. To this end, after market analysis, an assessment of the APSO series salary adjustments, and a discussion with the Ag Commissioner who is also the Air Pollution Control Officer, as to internal equity considerations, we request a 14.4% equity adjustment to the Deputy APCO job class, after recently having adjusted the APSO series as follow: 12.28% increase for APSO I; 14.37% increase to APSO II; and a 14.34% increase to APSO III.

It should be noted that when we requested and gained approval for those equity

adjustments to the APSO series last August, we knew that change resulted in non-standard compaction (of approximately 5%) with the Deputy APCO position (not unusual in various County departments, but certainly pushes the generally accepted compaction rates of minimally 15% between this type of classification) and that a thorough assessment of the Deputy Air Pollution Control Officer (APCO) position would be required when the position vacated in December 2024. This request is a result of that assessment, as outlined above.

Because the Air Pollution Control District is self-funded, a determination as to whether the budget could bear the increase was necessary. After thoughtful review, the Air Pollution Control Officer ascertained costs to implement the salary increase and determined the increase to bring the salary up to market would proceed, due to a restructure of the department in reducing an FTE and to continue carrying a vacancy in the APSO position. At a later time, when funding is available and the work load increases, a recruitment may be requested. This item is being brought before you, on HR's recommendation, since the District was able to cover the additional cost in the 24/25 budget. Additionally, the Department would like to retain the allocation and not fill it, as they anticipate the upcoming Sites Reservoir project will significantly increase the department's workload and funding, which may occur as soon as late 2025.

Human Resources is recommending approval. The Air Pollution Control District has enough funds to cover this necessary increase and this job class series should pinpointed at a more standard compaction rate, which will also bring this position closer to market median, to fulfill the County's comp philosophy. This increase will also help the Air Pollution Control District competitively recruit any future experienced candidates for Air Pollution Control District vacancies.

The Colusa County Management Coalition (CCMC) was given an opportunity to review and comment on the proposed classification and salary range recommendations and have concurred with the changes.

Prior Board Action
None

Fiscal Impact/Funding Source
Air Pollution is a self-funded district and it was ascertained the funds are within the district's budget to sustainably afford this necessary salary range increase to the APCO job classification.

Action for the Clerk
None

ATTACHMENTS:

- Deputy Air Pollution Control Officer (DOCX)
- Deputy APCO Jan 2025 (XLSX)

COUNTY OF COLUSA

Established: TBD
Revised: 02/25/2025
Salary Range: MGT21~~50~~
FLSA: Exempt

DEPUTY AIR POLLUTION CONTROL OFFICER

DEFINITION

Under general direction to supervise, plan, organize, and coordinate the activities of staff responsible for the enforcement of all laws, rules and regulations that pertain to the Air Pollution Control District.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the ~~Director of Air Quality Standards~~Air Pollution Control Officer.

Exercises direct supervision over lower level staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES--*Important responsibilities and duties may include, but are not limited to the following:*

Develops, directs and coordinates the implementation of goals, objectives, policies, procedures and work standards for areas of responsibility; recommends appropriate service and staffing levels; and assists in the district's annual budget preparation and budget recommendations.

~~Plans, assigns, supervises and reviews the work of subordinates~~ Plans, coordinates, supervises and evaluates the work of assigned staff; assists with the recruitment and selection of staff; conducts staff meetings and employee training and development activities as required; recommends disciplinary measures as warranted.~~.~~

Administers and implements the Air Pollution Control District permit system.

Provides technical, ~~admininistrative~~administrative, and operational supervision for district programs.

Provides for the selection, training, professional development and work evaluation of district staff; ~~authorizes~~implements discipline and corrective action as required; provides policy guidance and interpretation to staff.

Develops the inspection schedule, coordinates and directs air quality compliance activities; trains staff in work activities.

Researches, ~~and~~ evaluates and provides recommendations to the APCO regarding legislation, new codes and related requirements to determine impact on district activities; evaluates established air

Attachment: Deputy Air Pollution Control Officer (10347 : Job Description & Salary Range Changes for Deputy Air Pollution Control Officer)

pollution control programs, policies, procedures and ordinances and makes recommendations to the APCO for change or modification to District Rules and Regulations as appropriate.
~~Develops and implements the District Rules and Regulations regarding stationary sources and agricultural burning.~~

Upon request from the APCO may ~~A~~acts as the district representative in meetings with various federal, state, regional, local agencies and businesses.

~~Works~~ Collaborates with ~~other districts of~~ the Sacramento Valley Air Basin air districts and the California Air Resources Board in administering the Air Quality Attainment Plan.

Upon request from the APCO may ~~M~~meets and confers with public officials and representatives of agriculture, business, and industry, and professional and civic groups regarding air quality issues.

Prepares and disseminates information to increase public awareness and understanding of air pollution and ~~its control~~ the district's efforts to improve air quality.

~~Assists in the District's annual budget preparation and submits budget recommendations.~~

~~Coordinates~~ Collaborates with other county departments and outside agencies in environmental review activities.

Provides recommendations to the APCO in developing ~~Develops~~ mutual settlement agreement for violations of District rules or laws of the Health and Safety Code.

Responds to public inquiries and complaints and assists with resolutions and alternative recommendations.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Federal, state, and local laws and regulations pertaining to air pollution.

Industrial and agricultural sources of pollution.

Techniques of air pollution control and enforcement.

Environmental review processes.

Business letter and report writing.

Principles of supervision, training, and performance evaluation; fiscal management; and program planning.

Attachment: Deputy Air Pollution Control Officer (10347 : Job Description & Salary Range Changes for Deputy Air Pollution Control Officer)

The authority vested in the Air Pollution Control Officer in the performance of required duties.

Ability To:

Interpret complex federal and state air quality laws, rules and regulations then ~~F~~formulate and develop policies and procedures for a comprehensive air pollution control program.

Conduct complex technical inspections and studies related to air quality emissions and their mitigation and prepare reports and recommendations.

Assist in the ~~D~~development and implementation of goals, objectives, policies, procedures, budgets, work standards and internal controls.

Plan, organize, train, evaluate, and supervise ~~the work of others~~staff.

Communicate clearly and concisely, both orally and in writing.

Assist in the p~~P~~repar~~e~~ation of clear and concise reports and budgets.

Establish and maintain a cooperative working relationship with those contacted in the course of performing the required duties.

Assist APCO in Interpreting and enforce~~e~~ing the laws, regulations and rules regarding air pollution in a fair and impartial manner.

Experience and Training Guidelines
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four~~-~~-year's experience investigating and inspecting sources of air pollution for compliance with federal and state standards, including one~~-~~-year supervisory responsibility. Additional comprehensive knowledge in the field of Air Pollution may be substituted for the requirement of graduation from an accredited four~~-~~-year college or university on a year for year basis.

Training:

Equivalent to a ~~bachelors~~bachelor's degree from an accredited college or university with major work in environmental health, chemistry, physics, engineering, business or a related field.

Licenses:

Attachment: Deputy Air Pollution Control Officer (10347 : Job Description & Salary Range Changes for Deputy Air Pollution Control Officer)

Possession of or the ability to obtain an appropriate, valid California driver's license.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Deputy Air Pollution Control Officer (10347 : Job Description & Salary Range Changes for Deputy Air Pollution Control Officer)

01/28/2025 D Rhodes

Deputy Air Pollution Control Officer

Surveyed Agency	Classification Title	Monthly Base Salary Minmum	Monthly Base Salary Maximum								Monthly To Compensati
Colusa County	**Deputy Air Pollution Control Officer**	**$5,563**	**$7,132**	**Salary represents Steps 1-6 non-longevity steps**							**$7,**
Amador County	No Comp										
Butte County (Air Quality Mgt Dist)	Assistant Air Pollution Control Officer	$8,275	$8,899								$8,8
Glenn County	No Comp										
Lake County	Deputy Air Pollution Control Officer	$7,708	$9,369								$9,3
Shasta County	No Comp										
Tehama County	No Comp										
Yolo County	No Comp										
Yuba & Sutter County: Feather River Mgt Air Quality Dist	Air Quality Compliance Supervisor	$6,628	$8,463								$8,4

Base Salary Median	**$8,899**
Base Salary Mean	**$8,910**
Percentage Above or Below Median	**-24.77%**
Percentage Above or Below Mean	**-24.93%**

Total Compensation Median	**$8,8**
Total Compensation Mean	**$8,9**
Percentage Above or Below Median	**-24.7**
Percentage Above or Below Mean	**-24.9**

Base Salary 45th Percentile	**$8,855**
Base Salary 55th Percentile	**$8,946**
Percentage Above or Below 45th Percentile	**-24.16%**
Percentage Above or Below 55th Percentile	**-25.43%**

Total Compensation 45th Percentile	**$8,8**
Total Compensation 55th Percentile	**$8,9**
Percentage Above or Below 45th Percentile	**-24.1**
Percentage Above or Below 55th Percentile	**-25.4**

Percentile of District class base salary within total labor market	**0.0%**

Percentile of District class total compensation within labor market	**0.**

Rank in Market	4
Number of Base Salary Matches	3

Rank in Market	
Number of Total Compensation Matches	

NO COMP / UNUSABLE DATA

Attachment: Deputy APCO Jan 2025 (10347 : Job Description & Salary Range Changes for Deputy Air

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: **February 25, 2025**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Approve a temporary, PERS Annuitant position in the classification of Interim Director of Public Works, TPT, DH Range 41, Step 15, $97.81 per hour, effective February 26, 2025; not to exceed 960 hours in a fiscal year. Further, waive the hourly restriction of 28 hours per week for extra-help appointments and adopt a Resolution appointing Scott Lanphier as Interim Director of Public Works/Airport Operations under Government Code section 21221(h).**

Approve a temporary, PERS Annuitant position in the classification of Interim Director of Public Works, TPT, DH Range 41, Step 15, $97.81 per hour, effective February 26, 2025; not to exceed 960 hours in a fiscal year. **Further**, waive the hourly restriction of 28 hours per week for extra-help appointments and adopt a Resolution appointing Scott Lanphier as Interim Director of Public Works/Airport Operations under Government Code section 21221(h).

Detailed Description/Background of request

Due to the recent Director of Public Works vacancy, to ensure continuity of critical management and engineering roles, the Board of Supervisors requested an Interim Director of Public Works while the recruitment to find a permanent replacement takes place. Given that the Annuitant can only be appointed one time under GC Section 2122(h), the appointment is set to end by August 29, 2025 per the attached Resolution.

Generally extra-help appointees are limited under County Code to a 28 hour work week, however, given the nature of this position, that limitation should not apply, however the 960 hour fiscal year maximum is a PERS requirement and shall not be exceeded.

Prior Board Action

None

Fiscal Impact/Funding Source

Monthly salary of $16,954. There are no PERS or benefits costs. Sufficient funds are available in the current FY 24/25 to cover the cost of this request.

Action for the Clerk

Return signed copy of Resolution to HR

ATTACHMENTS:

- Resolution for PWD Retired Annuitant Interim Director (DOCX)
- Lanphier Scott Employment Offer Acceptance Signed (PDF)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPOINTING SCOTT LANPHIER AS AN INTERIM DIRECTOR OF PUBLIC WORKS/AIRPORT OPERATIONS GOVERNMENT CODE SECTION 21221(H)

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year;

WHEREAS, the Colusa County Board of Supervisors desires to appoint Scott Lanphier as an interim appointment retired annuitant to the vacant position of Director of Public Works/Airport Operations for the County of Colusa under Gov. Code section 21221(h), effective February 26, 2025;

WHEREAS, the Colusa County Board of Supervisors; the County of Colusa and Scott Lanphier certify that Scott Lanphier has not and will not receive any other retirement-related incentive;

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment;

WHEREAS, the governing body has authorized the search for a permanent appointment;

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on August 29, 2025;

WHEREAS, the Scott Lanphier contemplated employment with the County will be consistent with the terms of the attached contingent offer of employment;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, the maximum base salary for this position is $16,954 per month and the hourly equivalent is $97.81; the minimum base salary for this position is $10,343 per month and the hourly equivalent is $59.67;

WHEREAS, the hourly rate paid to Scott Lanphier will be $97.81; and

WHEREAS, Scott Lanphier has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors certifies the nature of the employment of Scott Lanphier as described herein and in the attached contingent employment offer.

Attachment: Resolution for PWD Retired Annuitant Interim Director [Revision 2] (10354 : Appointment of Extra Help PERS Annuitant Interim

BE IF FURTHER RESOLVED that this appointment is necessary to fill the critically needed position of Director of Public Works/Airport Operations for the County of Colusa by February 26, 2025, because this position is the only licensed engineer in the County and may fill the roles of Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, and County Engineer.

BE IF FURTHER RESOLVED that Scott Lanphier is appointed as the Interim Director of Public Works/Airport Operations consistent with this resolution.

Passed and adopted this 25th day of February, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Resolution for PWD Retired Annuitant Interim Director [Revision 2] (10354 : Appointment of Extra Help PERS Annuitant Interim

COLUSA COUNTY
HUMAN RESOURCES DEPARTMENT

DAR RHODES
Human Resources Director

250 5th Street
Colusa, California 95932
(530) 458-0420
(530) 458-0425 fax

February 18, 2025

Scott Lanphier
1962 Letterkenny Drive
Lincoln, CA 95648

Dear Scott,

This letter constitutes a conditional offer of employment for a temporary, Extra Help PERS Annuitant position as the Interim Director of Public Works with Colusa County at the rate of DH 41, Salary Step 15, $97.81. This offer is contingent upon the following:

- Passing the Department of Justice and FBI fingerprint examination
- Formal appointment by the Board of Supervisors at the advanced salary step

This position does not qualify for any benefits and total work hours are limited to 960 hours in a fiscal year and not more than 28 hours per week.

Feel free to contact the Human Resources Department if you have any questions or concerns.

Sincerely,

Dar Rhodes
Human Resources Director

Accept Job Offer:

By signing and dating below I, Scott Lanphier, accept this conditional job offer of the County of Colusa for the position of Interim Director of Public Works.

Signature: _____ Date: 2/18/25

Attachment: Lanphier Scott Employment Offer Acceptance Signed (10354 : Appointment of Extra Help PERS Annuitant Interim Director of Public

COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Auditor

FROM: Robert Zunino

SUBJECT: Discuss and possible action regarding CSA #2 (Stonyford) loan requirement compliance.

Discuss and possible action regarding CSA #2 (Stonyford) loan requirement compliance.

Detailed Description/Background of request

In 2004, the County of Colusa entered into a funding agreement with the State of California Department of Water Resources. This funding agreement provided the County with a $686,880 grant and a $171,720 loan at 0% interest for 30 years through the Safe Drinking Water State Revolving Loan Fund. This funding agreement was to assist the County in meeting safe drinking water standards for its domestic water supply with regards to the Stonyford Service Area, known as CSA #2.

The pledge of revenue that was provided by the county at the time of the loan agreement were *"revenues of the County of Colusa Service Area #2-Stonyford water rates"*. Unfortunately, due to the fact that the CSA #2 fund is currently in a deficit and that deficit continues to increase each year, we acknowledge that the water rates are not at a level to keep pace with the expenditures that are being incurred to maintain the operations of this service area, much less covering the annual loan payments for this particular loan.

One of the loan requirements that was agreed upon by both agencies was the establishment of a "Reserve Fund", which amounts to two semi-annual payments ($2,862) of the loan for a total of $5,724. This reserve has been set up for quite a few years. However, the Auditor-Controller Department of the County has always acknowledged that setting up a reserve fund within a fund that has a deficit cash balance does not meet governmental accounting standards nor the loan requirements.

This "Reserve Fund" was never questioned until October 2024 when a Financial Analyst of the State Water Resources Control Board (SWRCB) was conducting a loan compliance review and noticed that the fund that was holding the current pledge of revenue for this loan has been historically operating in a deficit. This prompted an email exchange between the County Auditor-Controller and the SWRCB regarding options to bring the County into compliance with this loan requirement.

After discussions between the Colusa County CAO, Auditor-Controller, and DPW Department Head we determined that are only two plausible options to bring the County into compliance with this loan: 1) Approve a loan between the General Fund and the CSA #2 fund to bring the fund into a positive cash status; or 2) Pay the SWRCB loan off in its entirety.

If the Board of Supervisors was to approve a loan between the General Fund and the CSA #2 Fund, this would amount to over $1.2 million dollars to bring the cash balance to a positive status to-date. However, we would have to remain cognizant that each year that it falls back into a deficit, which it has historically done, we would need continue to loan more monies to the CSA #2 fund until such time it could sustain itself. With the financial concerns the County currently has with regards to the General Fund, the CAO and Auditor-Controller do not believe that option 1 is a viable option at this time.

If the decision is made to pay the loan off in its entirety this would mean a one-time additional hit to the CSA #2 fund of $77,274. This would increase the deficit balance for this fund, but this would pay the loan off and the requirements of the loan would go away. This is the option that County staff is recommending to the Board of Supervisors for consideration at this time.

Prior Board Action
Approval some time in 2004 of funding agreement between the State of California Department of Water Resources and County of Colusa (Service Area #2 Stonyford).

Fiscal Impact/Funding Source
Payoff of loan balance would be $77,274 out of Fund 179, which currently has a deficit cash balance of $1,203,299.

Action for the Clerk
None

ATTACHMENTS:

- Safe Drinking Water Revolving Fund Loan (PDF)

FISCAL SERVICES AGREEMENT

1. This Agreement is entered into this date between the County of Colusa, hereafter referred to as Depositor, and COLUSA COUNTY AUDITOR/CONTROLLER'S OFFICE hereafter referred to as Fiscal Agent. The purpose of this Agreement is to assist Depositor in meeting the repayment provision of the Safe Drinking Water State Revolving Fund Loan Contract number SRF01C415 between Depositor and the State of California, Department of Water Resources, hereafter referred to as Department. Said Loan Contract requires the Depositor to engage the services of a Fiscal Agent to assist in accumulating funds sufficient to repay principal and interest to the Department.

IMPORTANT NOTICE TO FISCAL AGENT

This constitutes written notice pursuant to Commercial Code Section 9302(1)(g)(ii) that the Department has a security interest in the deposit account which is the subject of this Agreement. Depositor has granted the security interest to the Department to secure performance of the obligations imposed by the Loan Contract between Depositor and the Department.

2. FISCAL AGENT agrees to act as Trustee for loan repayment funds deposited and perform services and is authorized by Depositor to act as follows:

A. Upon opening the account, promptly send a copy of the signature card to the Department and thereafter send a year-end statement of the account balance until the loan is repaid in full to:

Department of Water Resources
Safe Drinking Water Office, Room 804
Post Office Box 942836
Sacramento, California 94236-0001

This signature card is to show Fiscal Agent authorization **only** for withdrawal.

B. Receive monthly (specify monthly, quarterly, etc.) remittances from Depositor as specified in paragraph 3B. below into an account established for purposes of this Agreement only.

C. Assist and advise Depositor to take into consideration rates of return on funds deposited into the account in determining reserve deposits required by the Loan Contract and paragraph 3A. below.

D. Debit this account and transmit loan principal and/or interest payments to the Department in accordance with the Terms of the Loan Contract summarized below (provided sufficient funds are in the account):

Principal (estimate)	$ 171,720
Interest Rate	zero
Loan Repayment Term	30 years
First Semi-annual P&I Due Date	January 1, 2006
Interest Payments During Construction	Variable
Semi-annual P&I Payments (estimate)	2,862
Reserve Fund (estimate)	5,724

These terms and conditions may be subject to amendment as provided in the Loan Contract.

E. Promptly notify the Department of any 30-day delinquency of remittances from Depositor. Notice shall be directed to the address stated above in number 2.

F. Promptly notify the Department if Reserve Fund provided for in paragraph 3A. falls below or is not accumulating sufficiently to meet the required minimum at the time indicated.

G. Release no funds from Depositor's account except as provided in subparagraph 2D. above without written consent of the Department. Signature authority for withdrawal of funds shall remain with the Fiscal Agent, not the Depositor.

H. Upon request of the Department or Depositor, provide the Department with a full statement of Depositor's account and a copy of the signature card.

3. DEPOSITOR agrees to perform as follows:

A. RESERVE FUND

1. Accumulate a Reserve Fund of two semiannual payments in the amount specified above in subparagraph 2D. to meet the conditions of Article B-4 of the Loan Contract. Said Article requires accumulation of a Reserve Fund of two semi-annual loan payments during the first ten years of the repayment period. At least half of the required Reserve Fund must be on deposit by the time the first 10 semi-annual payments are made. Once accumulated, the Reserve Fund must be maintained at that level until the loan is repaid in full. During the last year of the contract, all Reserve Funds must be applied to the loan payment.

Attachment: Safe Drinking Water Revolving Fund Loan (10325 : CSA #2 Loan Discussion)
Packet Pg. 160
4.1.a

Attachment: Safe Drinking Water Revolving Fund Loan (10325 : CSA #2 Loan Discussion)

2. Deposit an average of $ 47.67 per month (frequency) beginning July 1, 2005 (date) into an account established with the Fiscal Agent for purposes of this Agreement, in amounts necessary to meet the Reserve Fund requirement.

   Depositor may maintain the Reserve Fund in a separate, higher yield account(s) subject to the same withdrawal conditions as other funds on deposit under this Agreement.

3. The Reserve Fund may be established in lump sum at the Depositor's option. If electing this option, Depositor will make a deposit of $ _____ with the Fiscal Agent by _____ (date). Terms of such deposit account are as follow: _____.

B. PRINCIPAL AND INTEREST

1. Deposit an average of $ 477 per month (frequency) beginning July 1, 2005 (date) in order to meet the semi-annual principal and/or interest payments due to the Department under the Loan Contract. This amount may be adjusted to reflect changes in terms of the Loan Contract agreed to by the parties thereto.

2. Compensate Fiscal Agent for services as follows:

3. Promptly furnish Fiscal Agent with copies of any amendments to the Loan Contract, especially any changes In repayment terms, principal amount, or interest rate.

4. This Agreement shall terminate when the loan and interest are repaid to the Department in full or upon 90 days written notice of termination by either party transmitted to the other party. Fiscal Agent and Depositor shall notify the Department immediately upon receipt of issuance of 90-day notice of termination. At the time of termination any remaining balance not owed to the Department pursuant to the Loan Contract, less any accrued service charges, shall be returned to the Depositor.

5. This Agreement shall not be amended without written approval of the Department.

6. The special Account(s) established for purposes of this Agreement is/are identified as follows:

7. In performing its services hereunder, the Fiscal Agent shall incur no liability to the Department for the funds deposited hereunder or the amount of any payment to be made by Depositor to the Department provided the actions of the Fiscal Agent are taken in good faith.

County of Colusa PLANNING & BUILDING DEPT
Depositor

220 12th STREET
Mailing Address

COLUSA CA 95932
City *State* *Zip Code*

Phone No. (530) 458-0481

By Stephen Hackney
Signature

STEPHEN HACKNEY
DIRECTOR OF PLANNING & BUILDING
Print Name

DIRECTOR OF PLANNING & BUILDING
Title

COUNTY OF COLUSA AUDITOR/CONTROLLER
Fiscal Agent

546 JAY STREET
Mailing Address

COLUSA CA 95932
City *State* *Zip Code*

Phone No. (530) 458-0400

By Peggy Scroggins
Signature

PEGGY SCROGGINS
Print Name

AUDITOR/CONTROLLER
Title

Approved:
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By _____
Signature

Title Chief
Safe Drinking Water Office

Date _____

2011 AUG 11 PM 3:39
RECEIVED

Construction Loan/Grant
Contract No. SRF01C415

RECEIVED
D.W.R.
MAR 15 2004
SAFE DRINKING
WATER OFFICE

STATE OF CALIFORNIA

THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

FUNDING AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
COUNTY OF COLUSA
(SERVICE AREA #2 STONYFORD)

PROJECT NUMBER 0600005-01

FOR A CONSTRUCTION LOAN AND GRANT UNDER THE
SAFE DRINKING WATER STATE REVOLVING FUND LAW OF 1997

Attachment: Safe Drinking Water Revolving Fund Loan (10325 : CSA #2 Loan Discussion)

STATE OF CALIFORNIA -- THE RESOURCES AGENCY
ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

APR 7 2004

RECEIVED
APR - 6 2004
COLUSA COUNTY DEPARTMENT
OF PLANNING AND BUILDING

Mr. Stephen Hackney
Director of Planning & Building
County of Colusa
220 12th Street
Colusa, California 95932

SDWSRF Contract #SRF01C415 – County of Colusa (Service Area #2 Stonyford), Project #0600005-01

Dear Mr. Hackney:

Enclosed is an executed original Safe Drinking Water State Revolving Fund loan contract, #SRF01C415, between County of Colusa and the State of California. This contract provides for a $686,880 grant and a $171,720 loan at a zero percent interest rate under the Safe Drinking Water State Revolving Fund to assist your community in meeting safe drinking water standards for its domestic water supply.

You must meet the following DWR requirements before any disbursement will be made:

1. Provide evidence that a separate checking account or a separate ledger has been established to account for funds received from the State.

   Please indicate the name and address of the financial institution, exact name of account holder, and the account name and number. If this checking account is not used solely to account for funds received from the State, you must establish a ledger within your accounting system in accordance with generally accepted accounting principles. The ledger must identify the project number and SRF contract number. You must provide documentation showing that the ledger has been established. (Please note all accounts are subject to audit at any time.)

2. Detailed account information where funds collected to repay the loan are held before being transferred to your Fiscal Agent.

   Please indicate the name and address of the financial institution, exact name of account holder, and the account name and number. You must establish a ledger within your accounting system in accordance with generally accepted accounting principles to account for the receipt of funds collected to repay the loan. The ledger must identify the project number and SRF contract number. You must provide documentation showing that the ledger has been established. (Please note all accounts are subject to audit at any time.)

Attachment: Safe Drinking Water Revolving Fund Loan (10325 : CSA #2 Loan Discussion)

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FOR INFORMATION ONLY

County of Colusa - Stonyford

Project #

CONTRACT #SRF01C415

Loan Amount: $171,720

Principal: $171,720
Interest: 0.0000%
Remaining Term: 30 Years

Semiannual Payments

	Payment No. & Date	Semiannual Payment	Interest Due	Principal Due	Principal Balance	Principal Reduction Factor
					$171,720.00	
1	January 1, 2009	$2,862.00	$0.00	$2,862.00	$168,858.00	#DIV/0!
2	July 1, 2009	$2,862.00	$0.00	$2,862.00	$165,996.00	#DIV/0!
3	January 1, 2010	$2,862.00	$0.00	$2,862.00	$163,134.00	#DIV/0!
4	July 1, 2010	$2,862.00	$0.00	$2,862.00	$160,272.00	#DIV/0!
5	January 1, 2011	$2,862.00	$0.00	$2,862.00	$157,410.00	#DIV/0!
6	July 1, 2011	$2,862.00	$0.00	$2,862.00	$154,548.00	#DIV/0!
7	January 1, 2012	$2,862.00	$0.00	$2,862.00	$151,686.00	#DIV/0!
8	July 1, 2012	$2,862.00	$0.00	$2,862.00	$148,824.00	#DIV/0!
9	January 1, 2013	$2,862.00	$0.00	$2,862.00	$145,962.00	#DIV/0!
10	July 1, 2013	$2,862.00	$0.00	$2,862.00	$143,100.00	#DIV/0!
11	January 1, 2014	$2,862.00	$0.00	$2,862.00	$140,238.00	#DIV/0!
12	July 1, 2014	$2,862.00	$0.00	$2,862.00	$137,376.00	#DIV/0!
13	January 1, 2015	$2,862.00	$0.00	$2,862.00	$134,514.00	#DIV/0!
14	July 1, 2015	$2,862.00	$0.00	$2,862.00	$131,652.00	#DIV/0!
15	January 1, 2016	$2,862.00	$0.00	$2,862.00	$128,790.00	#DIV/0!
16	July 1, 2016	$2,862.00	$0.00	$2,862.00	$125,928.00	#DIV/0!
17	January 1, 2017	$2,862.00	$0.00	$2,862.00	$123,066.00	#DIV/0!
18	July 1, 2017	$2,862.00	$0.00	$2,862.00	$120,204.00	#DIV/0!
19	January 1, 2018	$2,862.00	$0.00	$2,862.00	$117,342.00	#DIV/0!
20	July 1, 2018	$2,862.00	$0.00	$2,862.00	$114,480.00	#DIV/0!
21	January 1, 2019	$2,862.00	$0.00	$2,862.00	$111,618.00	#DIV/0!
22	July 1, 2019	$2,862.00	$0.00	$2,862.00	$108,756.00	#DIV/0!
23	January 1, 2020	$2,862.00	$0.00	$2,862.00	$105,894.00	#DIV/0!
24	July 1, 2020	$2,862.00	$0.00	$2,862.00	$103,032.00	#DIV/0!
25	January 1, 2021	$2,862.00	$0.00	$2,862.00	$100,170.00	#DIV/0!
26	July 1, 2021	$2,862.00	$0.00	$2,862.00	$97,308.00	#DIV/0!
27	January 1, 2022	$2,862.00	$0.00	$2,862.00	$94,446.00	#DIV/0!
28	July 1, 2022	$2,862.00	$0.00	$2,862.00	$91,584.00	#DIV/0!
29	January 1, 2023	$2,862.00	$0.00	$2,862.00	$88,722.00	#DIV/0!
30	July 1, 2023	$2,862.00	$0.00	$2,862.00	$85,860.00	#DIV/0!
31	January 1, 2024	$2,862.00	$0.00	$2,862.00	$82,998.00	#DIV/0!
32	July 1, 2024	$2,862.00	$0.00	$2,862.00	$80,136.00	#DIV/0!
33	January 1, 2025	$2,862.00	$0.00	$2,862.00	$77,274.00	#DIV/0!
34	July 1, 2025	$2,862.00	$0.00	$2,862.00	$74,412.00	#DIV/0!
35	January 1, 2026	$2,862.00	$0.00	$2,862.00	$71,550.00	#DIV/0!
36	July 1, 2026	$2,862.00	$0.00	$2,862.00	$68,688.00	#DIV/0!
37	January 1, 2027	$2,862.00	$0.00	$2,862.00	$65,826.00	#DIV/0!
38	July 1, 2027	$2,862.00	$0.00	$2,862.00	$62,964.00	#DIV/0!
39	January 1, 2028	$2,862.00	$0.00	$2,862.00	$60,102.00	#DIV/0!
40	July 1, 2028	$2,862.00	$0.00	$2,862.00	$57,240.00	#DIV/0!
41	January 1, 2029	$2,862.00	$0.00	$2,862.00	$54,378.00	#DIV/0!
42	July 1, 2029	$2,862.00	$0.00	$2,862.00	$51,516.00	#DIV/0!
43	January 1, 2030	$2,862.00	$0.00	$2,862.00	$48,654.00	#DIV/0!
44	July 1, 2030	$2,862.00	$0.00	$2,862.00	$45,792.00	#DIV/0!
45	January 1, 2031	$2,862.00	$0.00	$2,862.00	$42,930.00	#DIV/0!
46	July 1, 2031	$2,862.00	$0.00	$2,862.00	$40,068.00	#DIV/0!
47	January 1, 2032	$2,862.00	$0.00	$2,862.00	$37,206.00	#DIV/0!
48	July 1, 2032	$2,862.00	$0.00	$2,862.00	$34,344.00	#DIV/0!
49	January 1, 2033	$2,862.00	$0.00	$2,862.00	$31,482.00	#DIV/0!
50	July 1, 2033	$2,862.00	$0.00	$2,862.00	$28,620.00	#DIV/0!
51	January 1, 2034	$2,862.00	$0.00	$2,862.00	$25,758.00	#DIV/0!
52	July 1, 2034	$2,862.00	$0.00	$2,862.00	$22,896.00	#DIV/0!
53	January 1, 2035	$2,862.00	$0.00	$2,862.00	$20,034.00	#DIV/0!
54	July 1, 2035	$2,862.00	$0.00	$2,862.00	$17,172.00	#DIV/0!
55	January 1, 2036	$2,862.00	$0.00	$2,862.00	$14,310.00	#DIV/0!
56	July 1, 2036	$2,862.00	$0.00	$2,862.00	$11,448.00	#DIV/0!
57	January 1, 2037	$2,862.00	$0.00	$2,862.00	$8,586.00	#DIV/0!
58	July 1, 2037	$2,862.00	$0.00	$2,862.00	$5,724.00	#DIV/0!
59	January 1, 2038	$2,862.00	$0.00	$2,862.00	$2,862.00	#DIV/0!
60	July 1, 2038	$2,862.00	$0.00	$2,861.83	$0.17	#DIV/0!
		$171,720.00	$0.00	$171,719.83		#DIV/0!

Attachment: Safe Drinking Water Revolving Fund Loan (10325 : CSA #2 Loan Discussion)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: **Approve letter in support of AB 59 as introduced by Assembly Member Aguiar-Curry, which would authorize Reclamation District No. 108 to continue to exercise hydroelectric power authority after January 1, 2026.**

Approve letter in support of AB 59 as introduced by Assembly Member Aguiar-Curry, which would authorize Reclamation District No. 108 to continue to exercise hydroelectric power authority after January 1, 2026.

Detailed Description/Background of request

Existing law authorizes Reclamation Districts No. 108 and 1004, in conjunction with the County of Colusa, to construct, maintain, and operate a plant and associated facilities for the generation of hydroelectric power, and further provides that proceeds from the sale of electricity be utilized to retire any time warrants issued for construction of the facilities and otherwise for the powers and purposes for which the districts were formed. However, this section in the Water Code is set to sunset on January 1, 2026.

The Northern California Water Association (NCWA) in cooperation with Reclamation District 108, has requested the Board support AB59 introduced by Assembly Member Aguiar-Curry. AB59 will eliminate the sunset date entirely, and allow the two Reclamation Districts to construct, operate and sell power from hydroelectric facilities. The Board provided a letter of support to similar legislation (AB568) in 2015, which extended the existing sunset date.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for Clerk

Email to Hurst, Brooks, Espinosa for distribution to addressee and all cc's
Email to David Guy dguy@norcalwater.org, Ivy Brittain IvyB@norcalwater.org, and Lewis Bair lbair@rd108.org

ATTACHMENTS:

- AB 59 Introduced by Assembly Member Aguiar-Curry (PDF)
- DRAFT AB 59 (Aguiar-Curry) Support Letter.docx (DOC)

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL No. 59

Introduced by Assembly Member Aguiar-Curry

December 2, 2024

An act to amend and repeal Section 50906 of the Water Code, relating to reclamation districts.

LEGISLATIVE COUNSEL'S DIGEST

AB 59, as introduced, Aguiar-Curry. Reclamation District No. 108: hydroelectric power.

Existing law authorizes the formation of reclamation districts by owners of swamp and overflowed lands, salt-marsh, or tidelands, or other lands subject to flood or overflow, and by owners of land already reclaimed, or in progress of reclamation, and not included in a reclamation district. Existing law authorizes Reclamation District No. 1004, in conjunction with the County of Colusa, to construct, maintain, and operate a plant, transmission lines, and other necessary or appropriate facilities for the generation of hydroelectric power, as prescribed. Existing law requires proceeds from the sale of electricity to be utilized to retire any time warrants issued for construction of the facilities and otherwise for the powers and purposes for which the district was formed. Existing law authorizes Reclamation District No. 108 to exercise this hydroelectric power authority until January 1, 2026.

This bill would authorize Reclamation District No. 108 to continue to exercise the above-described hydroelectric power authority after January 1, 2026.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

Attachment: AB 59 Introduced by Assembly Member Aguiar-Curry (10353 : Support AB 59 to Amend and Repeal Section 50906 of the Water

The people of the State of California do enact as follows:

SECTION 1. Section 50906 of the Water Code, as amended by Section 30 of Chapter 371 of the Statutes of 2020, is amended to read:

50906. (a) A reclamation district specified in subdivision (d) may construct, maintain, and operate a plant for the generation of hydroelectric power, together with transmission lines for the conveyance thereof and with other facilities that may be necessary or appropriate for the construction, maintenance, and operation of that plant. Construction of the plant and transmission lines may be financed by the issuance of time warrants pursuant to Article 3 (commencing with Section 53040) of Chapter 1 of Part 9 to pay the cost of construction of the plant, transmission lines, and related facilities, except that the board may, by resolution, provide for the payment of those time warrants solely from the proceeds derived from the operation of the hydroelectric powerplant, in lieu of the assessment described in Section 53040, and may, in that event, pledge the plant, transmission lines, and related facilities and the revenues from the operation of the hydroelectric powerplant as the sole security for the payment of the time warrants.

(b) The hydroelectric powerplant, transmission lines, and related facilities constructed pursuant to this section may be leased for operation to, or the power generated may be sold to, a public utility or public agency engaged in the distribution, use, or sale of electricity, but shall not be offered for sale directly by the district to customers other than a public utility or public agency.

(c) Proceeds from the sale of electricity shall be utilized to retire any time warrants issued for construction of the facilities and otherwise for the powers and purposes for which the district was formed.

(d) This section applies only to the following reclamation districts:

(1) Reclamation District No. 1004 acting in conjunction with the County of Colusa.

(2) Reclamation District No. 108.

~~(e) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.~~

SEC. 2. Section 50906 of the Water Code, as amended by Section 31 of Chapter 371 of the Statutes of 2020, is repealed.

Attachment: AB 59 Introduced by Assembly Member Aguiar-Curry (10353 : Support AB 59 to Amend and Repeal Section 50906 of the Water

~~50906. (a) A reclamation district specified in subdivision (d) may construct, maintain, and operate a plant for the generation of hydroelectric power, together with transmission lines for the conveyance thereof and with other facilities that may be necessary or appropriate for the construction, maintenance, and operation of that plant. Construction of the plant and transmission lines may be financed by the issuance of time warrants pursuant to Article 3 (commencing with Section 53040) of Chapter 1 of Part 9 to pay the cost of construction of the plant, transmission lines, and related facilities, except that the board may, by resolution, provide for the payment of those time warrants solely from the proceeds derived from the operation of the hydroelectric powerplant, in lieu of the assessment described in Section 53040, and may, in that event, pledge the plant, transmission lines, and related facilities and the revenues from the operation of the hydroelectric powerplant as the sole security for the payment of the time warrants.~~

~~(b) The hydroelectric powerplant, transmission lines, and related facilities constructed pursuant to this section may be leased for operation to, or the power generated may be sold to, a public utility or public agency engaged in the distribution, use, or sale of electricity, but shall not be offered for sale directly by the district to customers other than a public utility or public agency.~~

~~(c) Proceeds from the sale of electricity shall be utilized to retire any time warrants issued for construction of the facilities and otherwise for the powers and purposes for which the district was formed.~~

~~(d) This section applies only to Reclamation District No. 1004 acting in conjunction with the County of Colusa.~~

~~(e) This section shall become operative on January 1, 2026.~~

O

Attachment: AB 59 Introduced by Assembly Member Aguiar-Curry (10353 : Support AB 59 to Amend and Repeal Section 50906 of the Water

JOSE MERCED CORONA, DISTRICT I,
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II
CHAIR
KENT S. BOES, DISTRICT III,
RANDY WILSON, DISTRICT IV,
JANICE A. BELL, DISTRICT V

COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

February 25, 2025

The Honorable Cecilia Aguiar-Curry
California State Assembly
1021 O Street, Room 8210
Sacramento, California 95814

RE: AB 59 (Aguiar-Curry) – RD No. 108: Hydroelectric Power -SUPPORT

Dear Assemblymember Aguiar-Curry:

On behalf of Colusa County, I am writing to express our support for your AB 59, as introduced on December 2, 2024. AB 59 would remove a January 1, 2026 sunset date from Reclamation District (RD) 108's existing hydropower authorization that was created by AB 568 (Dodd, 2015). AB 59 would continue to authorize RD 108 to "construct, maintain, and operate a plant for the generation of hydroelectric power, together with transmission lines for the conveyance thereof and with other facilities that may be necessary or appropriate for the construction, maintenance, and operation of that plant" among other specified authorities. (Water Code §50906(a).)

RD 108, which was formed in 1870, is located along the western edge of the Sacramento River and delivers water to nearly 48,000 acres of farmland within southern Colusa County and northern Yolo County. RD 108 is responsible for water supply, levee maintenance, drainage and flood control within its boundaries.

The hydropower authorization presents opportunities for RD 108 to develop power through hydroelectric generation, including potentially through small hydropower facilities in the District's various canals. AB 59 would allow RD 108 to reduce its energy costs in an affordable and environmentally responsible way. For this reason, Colusa County is pleased to support your AB 59.

Sincerely,

Daurice K. Smith
Chair, Colusa County Board of Supervisors

cc: Assembly Committee on Local Government
RCRC
CSAC

Attachment: DRAFT AB 59 (Aguiar-Curry) Support Letter.docx [Revision 1] (10353 : Support AB 59 to Amend and Repeal Section 50906 of the

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

8.2

Request For County Board of Supervisors Action

MEETING DATE: February 25, 2025

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Worker's Compensation Claim California Government Code section 54956.95. Claimants: John Guerrero - Claim No. TIBZ600060 Agency claimed against: Colusa County

Worker's Compensation Claim
California Government Code section 54956.95.
Claimants: John Guerrero - Claim No. TIBZ600060
Agency claimed against: Colusa County

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 25, 2025**

DEPARTMENT: **Community Development Department**

FROM: **Xzandrea Fowler**

SUBJECT: **Public Hearing for the Janus Solar and Battery Storage project's Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, Use Permit #PD-24-24, Williamson Act program compatibility determination, Development Agreement Ordinance, and Franchise Agreement Ordinance.**

Public Hearing and adoption of a Resolution for the Janus Solar and Battery Storage project (#PD-24-24) which would: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; and (3) find that the project is compatible with the County's Williamson Act program.

Further, introduction by title only, and adoption of an Ordinance approving a Development Agreement with **Janus Solar PV, LLC** for said project.

Furthermore, introduction and first reading, by title only, of an Ordinance that would approve a Franchise Agreement with Janus Solar PV, LLC for said project and direct the County Counsel to prepare a summary of the Ordinance for publication.

Background of the Request

Janus Solar PV, LLC (Applicant) has submitted a conditional use permit application to construct, operate, maintain, and decommission a solar photovoltaic (PV) power generating facility including solar PV modules, a battery energy storage system (BESS), on-site substation, a gen-tie transmission line, and other necessary supporting infrastructure (Janus Solar and Battery Storage Project). Along with the Use Permit Application, a Development Agreement, a Franchise Agreement, and a review of the project's compatibility with the County's Williamson Act program is also part of the project. A Final Environmental Impact Report (Final EIR) has been completed to review the environmental consequences of the proposed project and is also before the Board for consideration.

The Planning Commission reviewed the project at their February 5, 2025 meeting. During the public hearing, the Commission took no vote on the above-listed action

since both the motion to deny and approve failed to garner a second by the Commission.

Therefore, staff requests that the Board of Supervisors conduct a public hearing to consider the Janus Solar and Battery Storage Project and, should the Board decide to approve the Project, staff recommends that the Board take the following actions:

. Adopt a Resolution for the Janus Solar and Battery Storage Project (Project) which would: (1) certify the Final Environmental Impact Report (Final EIR) (SCH No. 2024061043); (2) adopt the California Environmental Quality Act (CEQA) Findings; (3) adopt the Mitigation Monitoring and Reporting Program (MMRP); (4) find the Project consistent with applicable General Plan and Zoning provisions; (5) approve Use Permit #PD-24-24, including Findings and Conditions of Approval; (6) approve the Development Agreement; (7) find that the Project is compatible with the Williamson Act and the County's local rules implementing the Williamson Act; and (8) adopt a Resolution of Intent to grant the Franchise, and read the title, waive further reading, and introduce the Franchise Ordinance.

2. Adopt an Ordinance entitled "ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF COLUSA AND JANUS SOLAR PV, LLC" approving the Development Agreement for the Project.

3. Adopt a Resolution entitled "RESOLUTION OF INTENT TO GRANT AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC" and direct the Clerk of the Board to publish the "Notice of Intent to Grant Franchise," included within said Resolution, one time within fifteen (15) days of passage per Public Utility Code section 6232.

4. Read the title and waive further reading of an Ordinance entitled, "AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC." and introduce for further consideration and adoption on March 25, 2025.

Project Overview

Janus Solar PV, LLC (Applicant) has submitted a conditional use permit application to construct, operate, maintain, and decommission a solar photovoltaic (PV) power generating facility including solar PV modules, a battery energy storage system (BESS), on-site substation, a gen-tie transmission line, and other necessary supporting infrastructure (Janus Solar and Battery Storage Project). Along with the Use Permit Application, a Development Agreement, a Franchise Agreement, and a review of the project's compatibility with the County's Williamson Act program is also part of the project.

This project would generate up to 80 megawatts of alternating current of electricity and store up to 80 megawatts, or 320-megawatt hours (MWh), of electricity on an approximately 886-acre site; only an estimated 666 acres of the site would be used. The project would connect to the electrical grid at the existing PG&E Cortina Substation

via an approximately 4-mile new gen-tie transmission line.

APN:

018-050-005-000 and 018-050-006-000

Location:

The project is located approximately 6.5 miles southwest of the City of Williams, approximately 2 miles south of the Walnut Drive/Spring Valley Road intersection on the east side of Spring Valley Road.

Project and Site Description:

Section 2.4 (pages 2-5 - 2-25) of the Draft EIR contains a detailed description of the proposed project. In general, the project consists of four major components: (1) a solar PV power generation facility (Solar Facility); (2) an on-site substation; (3) the Battery Energy Storage System (BESS); and (4) the gen-tie line (Draft EIR Figure 2-3).

A general overview of each component is as follows:

Solar PV Generating Components

The Solar Facility would consist of solar PV modules (also known as panels) arranged into arrays supported by a racking system and tracker units that track the sun. A typical tracker section detail is provided in Draft EIR Figure 2-4. The PV modules on the trackers convert sunlight into electricity. When modules are mounted on tracking devices, they are referred to as trackers or tracker blocks. The trackers are organized in rows in a uniform grid pattern or solar array. Each tracking assembly would consist of steel posts on which the frames for the PV modules rest. Each tracker would hold PV modules mounted on this metal framework structure and range between 6 and 13 feet above grade, depending on the topography. The trackers would be separated by sufficient distance to accommodate maintenance personnel and pursuant to design parameters that meet applicable Colusa County fire safety requirements. The project would include approximately 196,000 solar PV modules to form a utility scale PV system.

On-Site Substation

A project substation would be constructed in the northwest portion of the project site. It would include a generator step-up transformer to increase the output voltage from the module blocks (34.5 kV) to the voltage of the 60-kV gen-tie line, protective relay and metering equipment, utility and customer revenue metering, lightening arrestor, disconnect, circuit breaker and a station service transformer that would provide power to the substation and its weatherproof control house. The overall footprint of the project substation is anticipated to be constructed on approximately 3 acres and include structures up to 80 feet in height. An emergency generator for use in the event that the regional transmission system fails would also be located at the substation; this emergency generator would provide emergency power until the regional transmission

system restores operations. The generator would be powered by propane or diesel. A fuel tank would be immediately adjacent to the generator. Details about the substation (including a plan view and elevations of the substation, and an elevation of the control enclosure) are provided in Figures 2-5 and 2-6 of the Draft EIR.

BESS

The BESS would be located adjacent to the on-site substation. Batteries would be contained within metal enclosures. Gravel would be placed on the surface of the BESS yard and in between each enclosure. The color of the metal enclosure may be dark gray, but typically varies by manufacturer and has not yet been determined. The maximum combined footprint for the BESS is approximately 4 acres. Key components of the BESS include batteries and battery storage system enclosures, as well as controllers, converters, inverters, and transformers. Figure 2-7 of the Draft EIR provides an overview of the BESS layout.

Sealed battery modules would be installed in self-supporting racks electrically connected either in series or parallel to each other. The individual battery racks would be connected in a series or a parallel configuration to deliver the BESS energy and power rating. The BESS enclosures would house the batteries as well as the battery storage system controllers. The BESS enclosures would also house required heating, ventilation, and air conditioning (HVAC) and fire protection systems.

Lithium-ion technology, with lithium iron phosphate (LFP) sub-chemistry, is proposed for the BESS. Selection of the lithium-ion sub-chemistry for the project has taken into consideration various technical factors, including safety, life span, energy performance, and cost. In general, a lithium-ion battery is a rechargeable battery consisting of three major functional components: a positive electrode made from metal oxide, a negative electrode made from carbon, and an electrolyte made from lithium salt. The proposed BESS would be designed, constructed, operated, and maintained in accordance with existing federal, state, and local codes and regulations for health and safety, including the California Fire Code. The Applicant would select batteries or energy storage system providers that comply with the application-specific codes, standards, and regulations for the siting, construction, and operation of the storage system.

The BESS would contain a safety system that would be triggered automatically when the system senses imminent fire danger. The fire safety system would shut down the unit if any hazard indicators were detected. If the safety system detects a potential issue as detected by the smoke and temperature sensors, the batteries would be automatically de-energized by opening the electrical contacts, and HVAC units and fans would be shut off.

Gen-Tie Line

Energy from the proposed solar arrays would be collected at the on-site substation and transmitted to the existing PG&E Cortina Substation. In order to interconnect the project with the PG&E Cortina Substation, a new 60 kV gen-tie line would be installed that would originate from the northwest corner of the project site at the on-site substation

and extend approximately 2 miles within the County ROW along Spring Valley Road to reach Walnut Drive. At Walnut Drive, the gen-tie line will continue within the County ROW for approximately 2 miles along Walnut Drive to the POI at the PG&E Cortina Substation. Along this route, the gen-tie line would cross the Colusa-Tehama Canal, administered by the United States Bureau of Reclamation (USBR). The Applicant's gen-tie construction would terminate at the PG&E Cortina Substation property line. From their property line, PG&E would construct an approximately 1,000-foot-long span, continuing the gen-tie to the project's bay within the existing footprint of the PG&E Cortina Substation. PG&E would be responsible for all improvements constructed within their property.

During the Planning Commission meeting on February 5, 2025, the applicant offered to underground approximately a 2-mile section of the gen-tie line along Walnut Drive to the POI at the PG&E Cortina Substation.

Project Construction

Project construction would consist of two major stages. The first stage would include site preparation, grading, and preparing staging areas and on-site access routes. The second stage would involve assembling the trackers and constructing electrical interconnection facilities. Construction of the project is anticipated to last approximately 11 months. As conditioned, on- and off-site construction would occur Mondays through Fridays from 7:00 am to 7:00 pm, and on-site could occur from 8:00 am to 5:00 pm on Saturdays and Sundays. Please refer to Section 2.4.8 (pages 2-18 - 2-21) of the Draft EIR for details regarding the proposed construction.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Overview

The County of Colusa, as the CEQA Lead Agency, has prepared an Environmental Impact Report (EIR) (State Clearinghouse No. 2024061043) to document the analysis of the potential direct, indirect, and cumulative impacts associated with the proposed project.

An EIR is primarily an informational document intended to inform the public agency decision-makers (i.e., Planning Commission and Board of Supervisors), other responsible agencies, and the general public of the potentially significant effects of a proposed project. The EIR discloses the known potentially significant impacts; identifies feasible means to minimize or mitigate those effects; and considers reasonable alternatives to the project that might further reduce significant impacts while still attaining the project objectives. The decision-making bodies then must consider the information in an EIR before taking action on the proposed project.

An EIR is prepared in two key stages. First, a Draft EIR (DEIR) is prepared and distributed for public and agency review and comment. Once comments on the Draft EIR are received, responses to those comments and any additional relevant project

information and analysis are prepared and compiled in a Final EIR (FEIR). Both documents (i.e., the Draft EIR and the Final EIR), along with any related technical appendices, represent the complete record of the EIR.

Ultimately, the EIR is used by the agency's decision-making bodies to weigh the environmental impacts against a proposed project to make an informed decision. Typically, the Planning Commission is the approval authority for a Use Permit per Colusa County Zoning Code §44-1.70.010 (Review Authority), Table 44-1.70-1(Planning and Development Permit Review Authority). However, the Janus Solar and Battery Storage Project includes a Development Agreement, and pursuant to Zoning Code Table 44-1.70.1 the Planning Commission only makes a recommendation on the Development Agreement to the Board of Supervisors which is the final decision-making body.

Pursuant to Zoning Code §44-1.70.020 (Application Preparation and Filing) subsection D (Concurrent Permit Processing) when more than one planning permit application type is submitted for a single project, the applications shall be processed concurrently, with all the permits being considered and acted upon by the highest applicable review authority. This project involves applications for a Use Permit and a Development Agreement, therefore the Board is the highest review authority and will make the final decision.

In addition, the project also involves a Franchise Agreement and a Williamson Act program determination, each of which is the responsibility of the Board of Supervisors.

Draft Environmental Impact Report (DEIR):

As previously discussed, a Draft EIR for the project has been prepared pursuant to the requirements of the California Environmental Quality Act. The Draft EIR provides detailed information about the project's potential impacts on the following 20 different issues areas:

1. Section 4.1 Aesthetics;
2. Section 4.2 Agriculture and Forestry Resources;
3. Section 4.3 Air Quality;
4. Section 4.4 Biological Resources;
5. Section 4.5 Cultural Resources;
6. Section 4.6 Energy;
7. Section 4.7 Geology, Soils and Paleontological Resources;
8. Section 4.8 Greenhouse Gases;
9. Section 4.9 Hazards and Hazardous Materials;
10. Section 4.10 Hydrology and Water Quality;
11. Section 4.11 Land Use and Planning;
12. Section 4.12 Mineral Resources;
13. Section 4.13 Noise;
14. Section 4.14 Population and Housing;
15. Section 4.15 Public Services;
16. Section 4.16 Recreation;
17. Section 4.17 Transportation;

18. Section 4.18 Tribal Cultural Resources;
19. Section 4.19 Utilities and Service Systems; and
20. Section 4.20 Wildfire.

Attachment #5 (Planning Commission February 5, 2025 Staff Report) provides a summary of each of these Draft EIR sections.

Introduction to Alternatives

CEQA requires that a Draft EIR describe a range of reasonable alternatives to the project, or to its location, which could feasibly avoid or lessen any significant environmental impacts, while substantially attaining the basic objectives of the project. Chapter 3 of the Draft EIR (pages 3-1 through 3-8) describes potential alternatives to the proposed project that were considered, identifies alternatives that were eliminated from further consideration and the reasons for dismissal, and analyzes remaining alternatives in comparison to the potential environmental impacts associated with the proposed project.

Key provisions of the CEQA Guidelines pertaining to the alternatives analysis are summarized below:

- The discussion of alternatives shall focus on alternatives to the proposed project, or to its location, that avoid or substantially lessen any significant effects of the proposed project, even if these alternatives would impede to some degree the attainment of the proposed project objectives or would be more costly.
- The "No Project Alternative" shall be evaluated, along with its impact. The No Project analysis shall discuss the existing conditions at the time the Notice of Preparation is published. Additionally, the analysis shall discuss what would be reasonably expected to occur in the foreseeable future if the proposed project were not approved, based on current plans and consistent with available infrastructure and community services.
- The range of alternatives required in an EIR is governed by a "rule of reason"; therefore, the EIR must evaluate only those alternatives necessary to permit a reasoned choice. Alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the proposed project.
- For alternative locations, only locations that would avoid or substantially lessen any of the significant effects of the proposed project need to be considered for inclusion in the EIR.
- An EIR need not consider an alternative whose effects cannot be reasonably ascertained and whose implementation is remote and speculative.
- As detailed in Section 3.3 of the Draft EIR (pages 3-2 through 3-4) the following alternatives were considered and eliminated from further analysis: Section 3.3.1 Reduced Acreage Alternative; Section 3.3.2 Orchard Alternative; and Section 3.3.3

Conservation and Demand Side Management Alternative.

- As detailed in Section 3.4 of the Draft EIR (pages 3-4 through 3-7), in addition to the mandatory No Project Alternative, an alternative that focused on distributed, rooftop solar throughout Colusa County; an alternative solely focused on solar PV energy (removing the BESS component from the project); an alternative that undergrounds the gen-tie line; and an off-site alternative in northeastern Colusa County were considered to potentially lessen or avoid significant environmental effects resulting from implementation of the proposed project. Specifically, these alternatives are: Section 3.4.1 No Project Alternative; Section 3.4.2 Distributed Solar Alternative; Section 3.4.3 Solar Only Alternative; Section 3.4.4 Undergrounded Gen-Tie Alternative, and Section 3.4.5 Northeast Site Alternative.

- **Undergrounded Gen-Tie Alternative**

- CEQA gives the Board the authority to approve a project alternative rather than the proposed project, particularly if finds that the alternative will be less environmentally damaging in certain respects than the proposed project. Pub Res C §§21002-21002.1, 21004; 14 Cal Code Regs §15002(a). A major purpose of CEQA is to prevent avoidable environmental impacts by encouraging lead agencies like the County to require changes in projects, including the approval of a project alternative studied in the EIR. 14 Cal Code Regs §§15002(a), (h), 15021(a).

- Accordingly, if the Board determines that a project alternative is superior to the proposed project (meaning the "Project" described in the EIR, and which contemplates the gen-tie line being entirely overhead) either based on its environmental affects or that it is otherwise superior, it may approve that alternative. *Ocean St. Extension Neighborhood Ass'n v City of Santa Cruz* (2021) 73 CA5th 985, 1016. See also *Save the El Dorado Canal v El Dorado Irrig. Dist*. (2022) 75 CA5th 239, 251. Numerous public comments at the Planning Commission hearings of October 30, 2024, and February 5, 2025, expressed concerns about the overhead gen-tie line. These related predominately to aesthetic impacts of the line and associated infrastructure (e.g., poles) being visible from and along public rights-of-way and the potential for increased fire risk. The record includes similar written testimony. Further, adjacent property owners stated that the overhead gen-tie line could make it more difficult to use aerial spraying techniques.

- The EIR evaluated the Undergrounded Gen-Tie Alternative, which would require undergrounding of the gen-tie line along public rights-of-way. This alternative would offer certain environmental benefits compared to the project, and which directly address the public concerns described above. Namely, the EIR determined that the Undergrounded Gen-Tie Alternative would reduce aesthetic impacts and that it could also alleviate wildfire risk. While certain other impacts compared to the proposed project could be more substantial, particularly because undergrounding requires more ground disturbance to bury the line (e.g., construction noise, water use for dust suppression, truck trips associated with soil off hauling, and the potential for disturbance of existing cultural resources), these potential impacts would still be less than significant, and no new or modified mitigation measures would be required than compared to those described for the proposed project. The EIR concluded that the Undergrounded

Gen-Tie Alternative is infeasible but only for economic reasons based on information provided by the Applicant. After discussions with staff, the Applicant reassessed this alternative and determined that it is economically feasible.

- Based on the above, staff recommends approval of the Undergrounded Gen-Tie Alternative. The record supports that this alternative would reduce certain environmental impacts that are of paramount concern to the County and the public. Further, the alternative responds to comments from the public regarding a potential conflict with adjacent agricultural use, and thus furthers the compatibility of the project with adjacent uses. Staff further notes that, while the alternative will result in millions of dollars of additional costs to the Applicant, the Applicant is not proposing any reduction in the community benefits proposed in the DA, meaning that this change comes at no economic cost to the County in terms of the overall bargain negotiated by the Board's ad hoc committee. The Applicant will continue to be obligated to pay the proposed franchise fee for the full length of the gen-tie within public rights-of-way notwithstanding that it will be undergrounded.

- Staff prepared a condition of approval "W" for the Use Permit stating as follows, which would implement the Undergrounded Gen-Tie Alternative:

- *The applicant shall construct the gen-tie line underground within all public rights-of-way consistent with applicable law, including any federal or state laws pertaining to utility separation requirements. The gen-tie line may be constructed overhead only in those locations where undergrounding is not practicable due to existing utilities, easements, or where an overhead segment is authorized pursuant to a permit issued by a federal (e.g., the U.S. Bureau of Reclamation) or state agency. The Community Development Director and Public Works Director shall review and approve any proposed overhead segments for consistency with this condition prior to issuance of an encroachment permit for construction of the gen-tie line.*

- The condition requires undergrounding the line to the extent practicable, given that there are existing utility crossings within the right-of-way where the line may need to extend overhead, as well as over the Bureau of Reclamation canal. The underground line will be engineered before an encroachment permit is issued, and the condition ensures that the Community Development Director and Public Works Director will review that the plans - including any proposed overhead sections - are limited to the extent permitted by the condition.

- **Final Environmental Impact Report (FEIR) Summary:**
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- The 45-day public review period for the Draft EIR began with the filing of the Notice of Completion (NOC) on September 30, 2024, with the Governor's Office of Planning and Research and ended on November 13, 2024. Notices were mailed directly to property owners in the vicinity, and published in the Colusa County Pioneer review, also, an email was sent to persons and organizations who had previously expressed interest in this project informing all of the opportunity to review the Draft EIR and the public review period. In addition, the Planning Commission held a meeting on October 30, 2024, to allow all interested parties to provide verbal comments on the Draft EIR.

- Upon conclusion of the public review period, nine comments were received from private individuals and their representatives and from two State agencies. County staff, the EIR consultant, and the applicant have worked on performing additional analysis in order to respond to the submitted Draft EIR comments.
- In considering the comments and responses to them, it is important to note that the adequacy of the findings and conclusions in an EIR are governed by the substantial evidence standard. "Substantial evidence" means "enough relevant information and reasonable inferences from this information is present so that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Substantial evidence includes facts, reasonable assumptions based on facts, and expert opinion supported by facts. Arguments, speculation, unsubstantiated statements, evidence that is not credible, or alleged economic impacts that do not cause physical impacts is not considered substantial evidence for the purposes of CEQA.
- The Final EIR for the Janus Solar and Battery Storage Project consists of:
  - 1.) The Draft EIR;
  - 2.) Comments received on the Draft EIR;
  - 3.) A list of persons, organizations, and public agencies that commented on the Draft EIR;
  - 4.) Responses to the comments received; and
  - 5.) Minor revisions to the Draft EIR.
- Section 2 of the Final EIR provides the Draft EIR comments and the responses. There are three general parts to the Response to Comments (Section 2 - Comments and Responses to Comments). The first part is contained in Section 2.2 (Comprehensive Response to Common Comments) which provides responses to comments that were made by multiple commenters. These responses are labeled with an "R" and then followed by a section number ranging from R1.1 through R-17.8. The second part is a verbatim transcript of the June 30, 2024 Planning Commission meeting where verbal comments were received on the Draft EIR. The responses to these verbal comments made are labeled with an "HC" (Hearing Comments) then a comment number ranging from HC-1 through HC-63. The last part of the Response to Comment section is the responses to the written comments received on the Draft EIR. The lettering labels and the commenters are as follows:
- ***Letter Designation*** ***Agency/Interested Party***
  - "A" California Department of Fish and Wildlife
  - "B" Antoinette Marsh
  - "C" Stephen & Karan Marsh
  - "D" Myers-Marsh Mutual Water Company
  - "E" Clark & Nelson (David R. Nelson, representing Jean Terkildsen, Elizabeth Katsaris, and Matthew Ferrini)
  - "F" Adam Borchard
  - "G" Annamarie Marsh Louie

- "H" Bernadette Marsh
- "I" Jean Terkildsen
- "J" David Fong
- "K" Central Valley Regional Water Quality Control Board

- Attachment #5 (Planning Commission February 5, 2024 Staff Report) provides a summary of a number of the issues that are included in many of the submitted comments. These comments, as well as all of the other submitted comments and responses in the Final EIR must be considered by the Board in your evaluation of the project. This staff report will not repeat all of this information. However, several issues are further discussed herein for ease of reference.

- **General Plan Consistency**

- During the processing of the Janus project, numerous comments were received that the Colusa County General Plan and Zoning Code do not allow for this type/size of project at its proposed location. The project site is designated as Agriculture Upland (AU) by the General Plan and zoned as Foothill Agriculture (F-A). The gen-tie line intersects land designated as AU and Agriculture General (AG) and zoned as F-A and Exclusive Agriculture (E-A).

- As detailed in the Comprehensive Response Section 14 (General Plan and Zoning) of the Final EIR, the General Plan consists of a variety of goals, objectives, and policies - some of which are broad in scope; others of which are highly specific. Because general plans are drafted in this way and are intended to reflect a range of competing interests, projects are not required to be in rigid conformity with every provision, but instead need to be interpreted considering the whole plan while following the more specific provisions.

- The Draft EIR, the Final EIR, and the Planning Commission staff report contain a detailed discussion of the General Plan provisions with respect to this project and the General Plan consistency provided that the proposed Use Permit is approved. It is important to note that General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit". When County's General Plan Update EIR was prepared for the current General Plan in 2012, it was projected that the increase in new development would create additional stationary source emissions that would cause a Significant and Unavoidable Impact. To help lessen this impact, several policies were included in the 2030 General Plan Update to mitigate these significant impacts including Policy CON 2-3. This policy was specifically adopted to allow commercial alternative energy facilities, including solar and biomass in the Agriculture General, Agriculture Upland, Industrial, and Resource Conservation land use designations with a Conditional Use Permit. These policies were specifically written as General Plan EIR Mitigation Measures to allow alternate energy projects on agricultural lands and "are specifically designed to benefit the overall air quality conditions and result in a per-capita decrease in emissions".

- During the adoption of the 2012 General Plan, the Board considered the potential for the conversion of farmlands, including important farmlands, to non-agricultural uses and recognized that the General Plan does allow for urbanization of agricultural lands to non-agricultural uses. However, the Board found that environmental, economic, social and other benefits overrode any significant adverse impacts associated with conversion of farmlands and adopted Findings of Fact and Statement of Overriding Considerations along with the General Plan.
- During the processing of the project, as well as the previous project, concern has been expressed that the conversion of the existing dryland grazing operations to a solar farm would negatively impact the County's agricultural industry. The following section provides an overview of this potential impact:
- The proposed project is not being located on prime agriculturally soils and is being used for dry land ranching operations. There are approximately 170,000 acres in dryland grazing and the removal of the project's 886 acres is approximately one-half of one percent (0.52%) of the total acreage used for dryland cattle grazing.
- In 2023, cattle ranching overall in the County resulted in approximately 3.45% percent of the overall agricultural economic activity in the County. Thus, the removal of this land would result in a reduction of overall agricultural economic activity of less than 2/100's (0.018%) of one percent County-wide. This does not take into account that the proposed project would support the remaining cattle operations and the overall County-wide reduction would actually be even less.
- When the 2014 Zoning Ordinance Update was approved, there was over 543,623 acres of other land zoned the F-A and E-A zoning designation. Accordingly, the project represents approximately less than 2/10's (0.16%) of one percent County-wide of F-A and E-A zoning property.
- There are approximately 543,623 acres of land in the County zoned for agricultural with approximately 318,000 acres in Williamson Act contracts. Removal of the project's 886 acres of contracted land would represent less than 3/10's (0.28%) of one percent of Williamson Act contracted land.

As detailed above, the removal of this property from dryland cattle grazing will have a negligible impact on agricultural production in the County.

In summary, not only does the General Plan policies allow solar projects on agricultural lands, but this permissibility is the result of specific mitigation measures and requirements of the General Plan's EIR. In addition, with the approval of the General Plan potential impacts resulting from the conversion of agricultural land was considered and the Board adopted a Statement of Overriding Considerations finding that the environmental, economic, social and other benefits overrode any significant adverse impacts associated with conversion of farmlands. However, as detailed above, the conversion of the properties' dryland grazing operations would be insignificant to the overall agricultural production and operations in the County.

Project Fiscal Characteristics

Currently, approximately $18,500 in property taxes is collected on the two parcels involved with the project. Of this amount, the County receives just over $4,900 with the remainder of the property taxes distributed to schools and other special districts. Like other properties throughout the County enrolled in the County's Williamson Act program, the amount of property taxes charged is reduced over what would normally be charged. County-wide, property owners enrolled in the Williamson Act program pay approximately $4,000,000 less in property taxes than they would otherwise pay due to the County's Williamson Act program. As a result, the County receives approximately $1,000,000 less in property tax revenue and the schools and special districts receive approximately $3,000,000 less in property tax revenue as a result of the County's Williamson Act program.

Contingent upon project approval, the applicant would purchase the property from the current owner. County staff recommends serving a notice of nonrenewal of the property's Williamson Act contract pursuant to Government Code Section 51245 to maximize property tax revenues that will flow to the County and to be consistent with the recommendation of the previous Board's Williamson Act Ad-Hoc Committee that the property be removed from the Williamson Act program. With respect to property tax payments, the County Assessor has estimated that the current $18,500 property tax amount would increase to approximately $284,000 in the first year ($235,000 in property tax for the BESS facility and $49,000 for the land). Accordingly, property tax payments to schools and special districts would increase from approximately $13,520 to approximately $208,415, or nearly a $195,000 increase in the first year. Property tax payments to the County would increase from approximately $4,900 to approximately $75,583, a $70,683 increase in the first year. Moreover, the applicant would pay an agricultural land preservation fee of $30,000 annually.

Please note, these figures are based on current estimates due to the change in land value and the equipment that would be subject to property taxes. Due to State law, significant portions of the solar project are exempt from property taxes such as the PV modules, inverters, and racking systems, the sub-station, and AC/DC material. Other parts of the project that would be subject to inclusion in the property tax calculation includes the land, on-site roads, fencing, and project components from on-site sub-station to the point of connection with the PG&E facility.

As mentioned above, the above estimates were made by the Assessor's office for the first year. Over time, the actual property tax calculation would be subject to the change in land value, property tax appreciation, depreciation, and the effects of the non-renewal of the properties' Williamson Act contract. The Assessor's office has calculated that over the life of the project (35 years) the total amount of property taxes that would be collected would be approximately $6,159,444. This would average some $175,984, or approximately $157,484 a year more than the current property taxes for the property.

The increase in property taxes resulting from the property would be significant. In

addition, the project also includes a $300,000 annual contribution to the Williams Fire Protection Authority, an offer of funding contributions totaling $45,000 to local park and recreation districts (Maxwell, Williams, and Arbuckle), an annual $100,000 "Public Services Fee Payment" to the County, as detailed in the Development Agreement, an annual $30,000 fee to the County for agricultural preservation, and (as discussed later) a $52,800 a year payment to the County for the Franchise Agreement. In total, the project would be paying some $703,784 in property taxes, service fees and contributions, and franchise agreement payments, or some $685,284 a year more than the $18,500 in property taxes being collected. These monies would in turn provide: enhanced fire protection services to businesses and residents throughout the Williams Fire Authority district boundaries; benefit all users of the three park and recreation districts; fund public services throughout the County, and provide additional road department funding.

In addition to this significant increase in annual revenue, as identified in the previous fiscal impact study performed for the project (Colusa County Janus Solar Facility Economic Impact Analysis, Economic & Planning Systems, Inc., January 9, 2023) the project would also generate some $15.9 million in onetime economic activity, some $788,000 in onetime fiscal revenues to the County, and on an annual ongoing basis, project operations are anticipated to generate some $4.0 million annually in total economic activity.

Fire Hazard Concerns

Considerable concerns were expressed with respect to potential fire hazards associated with the project during the EIR scoping phase. As a result, the Draft EIR included an analysis of the potential fire hazards associated with the solar panels and the BESS. Chapter 2 (Project Description) of the Draft EIR provides a general discussion of fire hazards associated with the project, the incorporated design features to minimize those hazards, and the mitigation measures developed to minimize any such hazards including the Emergency Response Plan and the Vegetation Management and Wildfire Prevention Program. Section 4.9 (Hazards and Hazardous Material) of the Draft EIR provides information on the potential hazards and environmental risks associated with the project, additional information on the design considerations to address these hazards, a discussion of the third-party Hazard Mitigation Analysis performed on the BESS and its compliance with various fire codes and standards, and specific details on how the BESS design features would respond to a battery cell malfunction. Section 4.15 (Public Services) provides an analysis of the potential impact of the project to fire protection services during construction, operation, and decommissioning. Section 4.20 (Wildfire) discusses the existing wildfire threat and characteristics of a wildfire associated with the existing site conditions, the post-project fire behavior modeling that was conducted in the project's Fire Hazard Analysis Technical Memorandum, and the requirements of the Vegetation Management and Wildfire Protection Plan and the Emergency Services Response Plan that would be implemented with the project.

During the Draft EIR comment period, additional comments and concerns were submitted with respect to potential fire hazards associated with the project. The Final EIR contains additional information on the project characteristics and compliance with

applicable fire codes and standards. Please refer to the Planning Commission staff report for a summary of the responses. As previously mentioned, the Williams Fire Authority have entered into a fire service contribution agreement where the Authority will receive a total of $300,000 annually, adjusted for inflation. The agreement also requires the development of a Response and Prevention Plan, training, payment to replace personal protective equipment that is damaged or rendered unusable as a result of responding to a call, and paying for additional emergency vehicles and personnel required to respond to a call. The signed agreement is attached to the Planning Commission staff report as Attachment #1. The Authority believes that this agreement will allow them to adequately respond to any call for service from the project.

In mid-January, a fire at the Vistra Energy lithium battery plant in Moss Landing, Monterey County occurred. This battery facility, one of several located at the former Moss Landing Power Plant, is owned and operated by Vistra Energy. The Vistra facility is the largest battery storage plant in the world. The fire caused the evacuation of Moss Landing and rural areas surrounding the battery storage facility and a series of road and school closures.

Attachment #8 (JANUS Response to Moss Landing Incident) addresses the Moss Landing Battery Storage fire and how it relates to the proposed project.

In the Final EIR, Response HC-34 (pages 6 through 9) provides detailed information on other recent battery fires and discusses the differences between the proposed project and those projects. In addition, a detailed analysis of the battery chemistry at the Vistra Energy facility in comparison to the proposed project is attached.

Assembly Bill (AB) 205 Approval Process

During the Planning Commission's October, 2024 Draft EIR meeting, a question was raised regarding the AB 205 approval process in relation to the project. Assembly Bill 205 was approved in 2022 and broadened the California Energy Commission's (CEC) authority to allow the CEC to oversee the permitting of clean and renewable energy facilities, including solar projects. Known as the Opt-In Certification Program, this permitting process allows the CEC to supersede local agency land use authority and approve projects directly.

As part of the AB 205 process, an applicant would have to enter into one or more community-based benefit agreements. However, the County would not have control of the community-based agreement(s), or control of the conditions required for development. As such, the currently proposed service fees, committed funding, and/or mitigation measures could be eliminated through the AB 205 process.

The CEC would be the lead agency in terms of the CEQA process. While the CEC approval process does allow for public input, their hearings are not held locally. In addition, like the County, any significant effects of the project must be avoided or substantially lessened through mitigation measures or project design changes. However, the CEC could adopt a statement of overriding considerations for significant

effects found infeasible to avoid or mitigate. While this option is also available to the County, staff would pursue additional mitigation measures or project design changes should any of the potential impacts be determined to be significant rather than recommending the adoption of a statement of overriding considerations.

At the present time, the AB 205 process is not applicable as the applicant has chosen to process their entitlements through the County's approval process. However, should the project be denied, the AB 205 process is an available option and under that process the financial commitments, if any, would be determined as well as the conditions of approval and mitigation measures.

Final EIR Summary

The above discussion provides a summary of a number of issues for which comments were received on the Draft EIR. The intent of this section of the staff report is to provide a generalized summary of several issues that appear to have garnered many comments and/or concerns and not to repeat the totality of the Response to Comments in the Final EIR or the Planning Commission staff report. These are not the only issues that were identified and responded to in the Final EIR and all of the comments and responses to them are important and must be fully considered. As previously detailed, in considering the comments and responses to them the substantial evidence standard is used. This standard means that enough relevant information and reasonable inferences can be made so that a fair argument supports a conclusion, even though other conclusions might also be reached. Exhibit "B" is the Findings of Fact that would support the approval of the Final EIR.

PROPOSED USE PERMIT (UP 24-24)

Land Use

The Solar Facility would be located on land designated in the Colusa County General Plan as "Agriculture Upland," in which cultivated agriculture, industrial and commercial agriculture, agricultural tourism, resource production, energy production (including solar), single family housing, and farmworker housing are allowed as appropriate uses (Colusa County General Plan Land Use Element Table LU-1). The gen-tie power lines along Walnut Drive are located on land designated in the Colusa County General Plan as "Agriculture General" in which the same land uses are also allowed by the Colusa County General Plan.

With respect to the zoning, the Solar Facility would be located on land designated as the Foothill Agriculture zoning district and the gen-tie power lines along Walnut Drive are located on land with the zoning designation of Exclusive Agriculture. Pursuant to Section 44-2.20.30 (Allowed Uses in the Agricultural Zones) of the Zoning Code, Energy Generation for Off-Site Use are permitted subject to obtaining a Conditional Use Permit.

As previously discussed, the General Plan provisions that allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General,

Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit were developed and adopted as specific mitigation measures in the County's 2030 General Plan Update EIR to mitigate the projected significant and unavoidable Impacts of air quality emissions from new development. These policies were specifically written as General Plan EIR Mitigation Measures to allow alternate energy projects on agricultural lands and "are specifically designed to benefit the overall air quality conditions and result in a per-capita decrease in emissions". In addition, the Board found that environmental, economic, social and other benefits of allowing such a use overrode any significant adverse impacts associated with conversion of farmlands and adopted Findings of Fact and Statement of Overriding Considerations along with the General Plan. As such, not only does the General Plan allow solar projects on agricultural lands, but this permissibility was mitigation requirement of the General Plan's EIR and the conversion of existing farmland was anticipated.

USE PERMIT PROCESS

Under the typical process, the Planning Commission is the approval authority for a Use Permit per Colusa County Zoning Code §44-1.70.010 (Review Authority), Table 44-1.70-1(Planning and Development Permit Review Authority). However, the project includes a Development Agreement and pursuant to Table 44-1.70.1, the Planning Commission only makes a recommendation on the Development Agreement to the Board of Supervisors who is the final decision making body. Pursuant to Zoning Code §44-1.70.020 (Application Preparation and Filing) subsection D (Concurrent Permit Processing) when more than one planning permit application is submitted for a single project, the applications shall be processed concurrently, with all the permits being considered and acted upon by the highest applicable review authority. Because the application involves a Use Permit and Development Agreement, the Board is the highest review authority and, thus, the Planning Commission will make a recommendation to the Board on both the Use Permit and Development Agreement and the Board will make the final decision. In addition, the project also involves a Franchise Agreement and Williamson Act program determination, each of which is the responsibility of the Board of Supervisors.

Section 44-1.80.030 (Use Permits) of the County Code specifies that in order to approve a Use Permit application, the Planning Commission must make the following findings:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title; and

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use.

As detailed above, the proposed project is allowed as energy generation for off-site use by the General Plan and Zoning Code with a Use Permit, as required mitigation measures of the General Plan EIR and, thus, staff recommends Finding #1 be made.

With respect to Finding #2, the Draft EIR has identified potential impacts and has developed a series of mitigation measures in order to ensure that the proposed project would not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area. The Final EIR also contains responses to the comments received on the Draft EIR and several minor amendments to further reduce potential impacts. In addition, the staff has recommended additional conditions of approval within the Use Permit to further ensure that the project would not be detrimental to other properties or residents in the area.

In reviewing the proposed project, the Board must determine whether the mitigation measures and conditions of approval address the potential environmental impacts that have been detailed in the Final EIR using the substantial evidence test. Again, the "Final EIR substantial evidence test" refers to the legal standard used in California to review whether a Final EIR adequately supports its conclusions regarding a project's potential environmental impacts, meaning that a court will uphold the agency's decision if there is "substantial evidence" in the record to support it, even if other evidence might suggest a different conclusion; essentially, the test determines if the EIR provides enough credible data and analysis to justify its findings about the project's environmental effects

DEVELOPMENT AGREEMENT

Section 44-1.100 of the County Code establishes the procedures and requirements for the adoption of a development agreement in compliance with Government Code Section 65864 et seq. A development agreement provides assurances to an applicant of a development project that, upon approval, the project may proceed in accordance with the conditions placed upon it by the review authority, as well as with existing policies, rules, and regulations. The designated approving authority for a development agreement is the Board of Supervisors, with review and recommendation by the Planning Commission. Approval of a development agreement is required to be by ordinance.

The Board of Supervisors' Solar Ad Hoc Committee has developed a Development Agreement template for use on solar projects. Exhibit "C" is the Development Agreement Ordinance and Development Agreement that has been crafted for the Janus Solar and Battery Storage project. As written, the Development Agreement includes standard development agreement language (definitions, legal recitals, specified agreement and assurance provisions, review, and default provisions) and specific obligations of the project developer and the County. In exchange for the County's commitment to allow the project to be developed, the developer agrees to pay the County an annual $100,000 public service fee payment and a $30,000 a year agricultural land preservation fee each year for the life of the project; both fees are subject to an annual 3% inflation adjustment factor. In addition, the developer is also required to implement a variety actions that are designed to allow the County to capture as much sales' tax as possible. The Development Agreement also requires that all typical development impact, building permits, and any other permit fees that are in effect at the time of approval be paid.

The intent of the Ad-Hoc Committee is to standardize the requirements for any future renewal energy projects that may be proposed in the future through this Development Agreement template. In addition, the Development Agreement template has also been developed to meet the findings required by Section 44-1.100.020 of the County Code.

FRANCHISE AGREEMENT

A franchise agreement allows a public or private utility to utilize the public right-of-way (ROW) in order to install and maintain private infrastructure within the public ROW. Exhibit "D" is a proposed ordinance that would establish a Franchise Agreement between the County and the applicant to install, operate, and maintain the gen-tie transmission line from the project site to the PG&E substation. The proposed agreement is for 35 years and details the specific requirements of the applicant. This includes the requirement to relocate the gen-tie line should it conflict with any other County project, pay the County any added cost for another public works project due to the presence of the gen-tie line, and submit a bond to ensure the future removal of the gen-tie line. In addition to these requirements, the applicant is required to pay the County an annual franchise fee of $2.50 per linear foot of the gen-tie line, or approximately $52,800 annually - subject to a 3% inflation factor increase each year. The proposed Franchise Agreement would ensure that the gen-tie line does not interfere with other County projects within the ROW and in exchange obligates the applicant to bond for its removal and pay the County for the privilege of installing the gen-tie line within the public ROW.

WILLIAMSON ACT COMPATIBILITY DETERMINATION

The project site is subject to a Williamson Act contract between the landowner and the County. To qualify as a compatible use on Williamson Act contracted land, the project must be consistent with applicable provisions of the Williamson Act as well as the County's adopted Williamson Act policy. Under the Williamson Act, a use may be compatible with contracted land if it satisfies the required findings in either Government Code section 51238.1(a) (the "principles of compatibility") or Government Code section 51238.1(c) (approval on non-prime land with a use permit).

Exhibit "E" details how the project is consistent with each of the "principles of compatibility" under Government Code section 51238.1(a). This exhibit also details how the project is consistent with Government Code section 51238.1(c) because it is located on non-prime farmland and subject to the approval of the Use Permit. As such, the project would satisfy the required statutory findings as a compatible use under the Williamson Act under Government Code section 51238.1(c), independent from the findings under Government Code section 51238.1(a). In addition, Exhibit "E" details the consistency determination under the County's existing Williamson Act program.

Although the project can be determined to be compatible with both the State requirements and the County program, staff believes that it would be advisable to process a notice of non-renewal should the project be approved to maximize tax

revenue and to be consistent with the prior Williamson Act Ad-Hoc Committee's recommendation. Within Use Permit Condition J, staff has clarified that staff would process the non-renewal of the Williamson Act Contract and that a $30,000 a year annual agricultural land preservation fee would be paid. The Agricultural Land Preservation Fee will be allocated to the County's general fund and may be used at the County's discretion, including support and preservation of the County's agricultural sector. Per Condition J, should the solar and battery storage use be discontinued and the site returned to its pre-development condition, acceptance back into the County's Williamson Act program shall be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application.

It should also be noted that in 2024 staff worked with the Williamson Act Ad-Hoc Committee on a comprehensive re-write of the County's Williamson Act policies. Once the Board makes a decision with respect to the treatment of the Janus Solar project and it's Williamson Act Contract, the current draft would be updated to reflect this direction. Staff would then meet at least one more time with the current Williamson Act Ad-Hoc Committee to confirm the final language prior to releasing the draft for public review. As currently envisioned, the draft program would find that renewable energy projects can be compatible with the County's program. However, the determination of whether any existing contracts would be non-renewed would be determined on a case by case basis during the discretionary review process. In this manner, it could be determined that small community choice renewable energy projects that serve existing residences and farms can remain within the Williamson Act program and larger projects similar to the Janus project be non-renewed. Again, the final wording would be amended based on the Board's action with the current project.

PUBLIC HEARING COMMENTS

Prior to the Planning Commission's scheduled January 8, 2025 meeting, County staff received a number of public comments. These comments are attached as Attachment #4 to the Planning Commission's staff report. Please note that within these submitted comments was a comment video. Within Attachment #4, a webpage link has been provided which can be copied and placed within a web browser to view the video comment.

Subsequently, staff has received additional written comments prior to the distribution of the February 5, 2025, Planning Commission staff report packet regarding the project. These comments are attached as Attachment #6 of the staff report.

Written comments received before the publication and distribution of this staff report are provided as Attachment #7 of the staff report.

PLANNING COMMISSION RECOMMENDATION

On February 5, 2025, the Planning Commission held a public hearing, received a staff report presentation, an applicant presentation, oral testimony in support and opposition to the project, and considered all written correspondence received, before considering a motion to deny and a motion to approve the project. Neither motion garnered a

second by the Commission, therefore both motions died. The Commission took no vote on the requested action.

SUMMARY

As required by CEQA, a DEIR was prepared for the project and comments regarding the adequacy of that document were received. The Final EIR has been prepared responding to those comments and additional studies, analysis and several minor amendments have been made. Together, these documents comprise the entirety of the environmental record for the proposed project.

Attached to this staff report, Planning Staff has prepared the necessary resolution and ordinances that would allow the Board of Supervisors to:(1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program; (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; (3) approve an Ordinance approving the proposed Development Agreement; (4) approve an Ordinance approving a Franchise Agreement; and (5) find that the project is compatible with the County's Williamson Act program.

If the Board determines that the FEIR along with the proposed mitigation measures and Use Permit's conditions of approval reduce potential impacts below a level of significance and that the project would not be detrimental to surrounding properties and residents, then the Board can approve the project using the attached resolution and ordinances.

However, the Board could also determine that additional project changes or conditions are necessary in order to reduce potential impacts below a level of significance and/or to ensure that the project would not be detrimental to surrounding properties and residents. Should that be the case, the Board should detail any such change(s) and/or condition(s). It is important that in doing so that Board provides sufficient detail so that the changes and/or additional conditions can be developed with the appropriated findings.

Finally, after considering the totality of the record, should the Board determine either of the following, then the Board cannot approve the project:

1.) There are potential environmental impacts that have not been mitigated to below the level of significance which prevents certification of the FEIR; and/or

2.) That the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area.

Should the Board make either determination, then the Board should detail the specific reasoning for the denial and direct staff to return with the necessary resolution denying the project.

PRIOR BOARD ACTION

None for this specific project application.

FISCAL IMPACT/FUNDING SOURCE

As detailed in the staff report, the project would:

1.) Generate $15.9 million in onetime economic activity and generate $788,000 in onetime fiscal revenues to the County;

2.) On an annual ongoing basis, project operations are anticipated to generate approximately $4.0 million annually in total economic activity;

3.) On an annual ongoing basis, on average the total amount of property taxes that would be collected would be approximately $6,159,444. This would average some $175,984, or approximately $157,484 a year more than the current property taxes for the property with property tax payments to the County increasing from approximately $4,900 to approximately $75,583 a year on average.

4.) Each year for the life of the public, the County would receive a $100,000 public service payment, a $30,000 agricultural land preservation fee, and a $52,000 franchise fee payment;

5.) The Maxwell Park and Recreation District, the Williams Park and Recreation Department, and the Arbuckle Park and Recreation District would each receive $15,000 annually; and

6.) The Williams Fire Authority would receive an annual payment of $300,000 to fund a full-time 24/7/365 fire fighter which would not only serve the Janus project but all residents and businesses with the Fire Authority's district.

ACTION FOR THE CLERK

If any, determined by the Board action.

ATTACHMENTS:

- Board of Supervisors Resolution Approving the Janus Solar Project PD-24-24 2025 02 25 (DOCX)
- Exhibit "A" Janus_Use Permit 2025 02 25 (DOCX)
- Exhibit "A.1" Janus Solar and Battery EIR Documents Electronic Links (DOCX)
- Exhibit "A.1" Janus Solar and Battery EIR Documents Electronic Links (PDF)
- Exhibit "B" Janus Solar_EIR_Findings of Fact (DOCX)
- Exhibit "C" Janus Solar Ordinance Approving Development Agreement (DOCX)

- Exhibit "C.1" Janus Solar Development Agreement (DOCX)
- Exhibit "D" Janus Solar Franchise Agreement and Ordinance (DOCX)
- Exhibit "E" Janus Solar Williamson Act Findings (DOCX)
- Attachment #1 Janus - WFPA_Fire Services Contribution Agreement_Fully (PDF)
- Attachment #2 Decommissioning Engineers Estimate Example (PDF)
- Attachment #3 Janus - Williams_Parks and Recreation Contribution Letter_Fully Executed 11.25.24 (PDF)
- Attachment #4 - January 8 2025 Public Hearing Correspondence Received (PDF)
- Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (PDF)
- Attachment #6 - February 5 2025 Public Hearing Correspondence Received (PDF)
- Attachment #7 - February 25 2025 Public Hearing Correspondence Received (PDF)
- Attachment #8 JANUS_Response to Moss Landing Incident (PDF)
- Proof of Publication (PDF)

Attachment: Board of Supervisors Resolution Approving the Janus Solar Project PD-24-24 2025 02 25 (10316 : Janus Solar and Battery Storage

RESOLUTION NO. 25-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2024061043), ADOPTING CEQA FINDINGS, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, APPROVING USE PERMIT #PD-24-24, ADOPTING THE WILLIAMSON ACT FINDINGS, ADOPTING AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF COLUSA AND JANUS SOLAR PV LLC, AND INTRODUCING AN ORDINANCE AND ADOPTING A RESOLUTION OF INTENT TO GRANT JANUS SOLAR PV, LLC A FRANCHISE FOR THE JANUS SOLAR AND BATTERY STORAGE PROJECT

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit (Use Permit), to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (collectively, the Janus Solar and Battery Storage Project or Project);

WHEREAS, the Project is located on an approximately 886-acre site in western Colusa County (the County) subject to a land conservation contract between the landowner and the County pursuant to the Williamson Act;

WHEREAS, the Applicant has applied to enter into a development agreement (Development Agreement) with the County for the Project, pursuant to section 44-1.100 *et seq*. of the County Code, which establishes the rights and obligations of the Applicant and the County relating to the development of the Project, secures Applicant's vested right to develop the Project in accordance with the terms of the Development Agreement, and establishes community benefits and public benefits that the Project will provide to the County;

WHEREAS, the Applicant has applied for a franchise agreement (Franchise) with the County to construct, operate, and maintain the generation intertie (gen-tie) for the Project within County public right-of-way to interconnect the Project to the existing Pacific Gas & Electric (PG&E) Cortina Substation;

WHEREAS, the County is considered the Lead Agency under the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 *et seq*.) for this Project and has determined that an Environmental Impact Report (EIR) was necessary to fully review and consider all potentially significant impacts for the Project;

WHEREAS, the County issued a Notice of Preparation (NOP) of a Draft EIR for the Project pursuant to CEQA on June 24, 2024, and conducted a scoping meeting on July 11, 2024, to receive comments from public agencies and interested parties regarding the potential environmental impacts of the Project;

WHEREAS, the County prepared and processed the Draft EIR (State Clearinghouse No. 2024061043) pursuant to all requirements of CEQA and Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations (the CEQA Guidelines);

Attachment: Board of Supervisors Resolution Approving the Janus Solar Project PD-24-24 2025 02 25 (10316 : Janus Solar and Battery Storage

WHEREAS, the County issued a Notice of Availability (NOA) of the Draft EIR on September 27, 2024, and accepted comments on the Draft EIR for a 45-day public review period through November 11, 2024, which included verbal comments and testimony during a public listening session on October 30, 2024;

WHEREAS, on November 26, 2024, the County released the Final EIR for the Project, which includes comments received during the public comment period together with responses to those comments raising significant environmental issues;

WHEREAS, the County made the Final EIR publicly available on its website (https://www.countyofcolusaca.gov/996/Janus-Solar-and-Battery-Storage-Project) and available for viewing at the Community Development Department and local public libraries;

WHEREAS, pursuant to Public Resources Code section 21092.5(a) and CEQA Guidelines section 15088(b), the County provided written responses to all public agencies that submitted timely comments on the Draft EIR at least 10 days prior to certification of the Final EIR;

WHEREAS, the Final EIR sufficiently analyzes both the feasible mitigation measures that could avoid or substantially lessen the Project's potentially significant environmental impacts and a reasonable range of alternatives in accordance with CEQA and the CEQA Guidelines;

WHEREAS, the information and clarifications added to the Final EIR, the comments made in the public hearings conducted by the County, and the information submitted to the County, do not constitute significant new information requiring recirculation under CEQA Guidelines section 15088.5;

WHEREAS, the County has prepared detailed findings under CEQA in accordance with Public Resources Code sections 21081 and 21081.5 and CEQA Guidelines sections 15091 and 15092 for each potentially significant impact of the Project identified in the Final EIR, including an explanation of the rationale for each finding by the County, which are attached hereto as Exhibit "B" and incorporated by reference;

WHEREAS, the County has prepared a Mitigation Monitoring and Reporting Program (MMRP) in compliance with Public Resources Code section 21081.6 and CEQA Guidelines section 15097, which is attached hereto as Exhibit "A.2", to ensure implementation of the mitigation measures identified in the Final EIR during implementation of the Project;

WHEREAS, the Final EIR identified five alternatives to the proposed Project for further analysis and, with respect to the "Undergrounded Gen-Tie" alternative, the Final EIR concluded while the alternative may be economically infeasible, based on information provided by the Applicant, it has the potential to decrease some environmental impacts compared to the proposed Project and that the environmental impacts that may be increased by undergrounding the gen-tie would remain less-than-significant with proposed mitigation measures;

WHEREAS, the Applicant subsequently notified the County that, based on additional technical review and analysis, the "Undergrounded Gen-Tie" alternative, would be economically feasible to implement;

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WHEREAS, section 44-1.100.010 of the County Code requires that development agreements are approved by the Board of Supervisors with consideration to the review and recommendation of the Planning Commission, and section 44-1.70.020 of the County Code (Application Preparation and Filing) subsection D (Concurrent Permit Processing), requires that multiple planning applications for a single project are processed concurrently with all applications considered and acted upon by the highest review authority;

WHEREAS, the Colusa County Planning Commission held a duly noticed public hearing on February 5, 2025, to make a recommendation to the Board of Supervisors regarding the Use Permit, the Development Agreement, the Williamson Act findings, the Final EIR, including the MMRP, and the Franchise, at which time any and all comments were received during the public hearing process;

WHEREAS, following the close of the February 5, 2025, public hearing, the Planning Commission deliberated and considered the Project, and motions were made to both recommend denial and to recommend approval, subject to conditions, however neither motion garnered a second, and the Planning Commission therefore did not take any action;

WHEREAS, the Board of Supervisors held a duly noticed public hearing on February 25, 2025, at which time the Board fully reviewed and considered the analysis in the Final EIR, which review included, but was not limited to, the information and data in the Final EIR and the comments on the Draft EIR received during the public review period, as well as Planning Staff's reports on the Project (including, without limitation, the Exhibits), all public testimony, all other written and oral testimony, and the totality of the public record of the Project;

WHEREAS, the findings and conclusions made by the County pursuant to this Resolution are based upon oral and written evidence presented as a whole and not based solely on the information provided in this Resolution;

WHEREAS, the County has identified the Community Development Department and the Community Development Director as the location and custodian of materials, respectively, that constitute the record of proceedings in this matter; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred:

I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors certifies pursuant to CEQA Guidelines section 15090 that:

A. The Final EIR (State Clearinghouse No. 2024061043) has been completed in compliance with CEQA and the CEQA Guidelines;

B. The Final EIR was presented to the Board of Supervisors, and the Board of Supervisors has reviewed and considered the information contained in the Final EIR prior to taking any action upon the Project; and

C. The Final EIR reflects the County's independent judgment and analysis.

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II. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors makes and adopts the findings as required by Public Resources Code sections 21081 and 21081.5 and CEQA Guidelines sections 15091 and 15092, which are attached and are fully incorporated herein by reference as Exhibit "B";

III. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board adopts the MMRP as required by Public Resources Code section 21081.6 and CEQA Guidelines section 15097, which is attached and fully incorporated herein by reference as Exhibit "A.2";

IV. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board, in its discretion as lead agency under CEQA, approves the "Undergrounded Gen-Tie" alternative of the Project, and based on its review of the entire record, finds the Undergrounded Gen-Tie alternative to be environmentally and otherwise superior with respect to wildfire risk (given the specific Project location) and visual impacts, each of which are key concerns that have been raised during the public comment process. The Undergrounded Gen-Tie alternative also minimizes the need for new overhead transmission lines which may result in improved compatibility with aerial agricultural operations in the vicinity of the gen-tie route.

V. NOW, THEREFORE, BE IT FURTHER RESOLVED the Project's consistency with applicable provisions of the Colusa County General Plan is set forth in Table 4.11-1 of the Final EIR and the Colusa County Board of Supervisors, based on its review of the totality of the record for the Project, finds that the Project is consistent with the Colusa County General Plan and all applicable provisions of Chapter 44 of the Colusa County Code, including but not limited to the following:

A. General Plan Table LU-1 provides that "Energy Production: solar, cogeneration, and biomass energy" are allowed uses on properties within the Agricultural Upland (AU) General Plan land use designation;

B. General Plan Table LU-1 states that the Zoning Ordinance will identify specific uses allowed on each parcel and the zoning district that applies to the Project site, Foothill Agriculture (F-A), specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit;

C. General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit"; and

D. The Energy Production Overlay zoning district is not applicable because the application is being processed under a major Use Permit which is specifically provided for under the provisions of the Zoning Code.

VI. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors, based on its review of the totality of the record for the Project (including, but not limited to, the Final EIR), finds that the proposed Use Permit #PD-24-24 with the Conditions of Approval and the adopted MMRP, is consistent with the General Plan and all applicable provisions of Chapter 44 of the County Code and that the establishment, maintenance

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or operation of the Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area surrounding the Project. The Board hereby approves Use Permit #PD-24-24 as detailed in Exhibit "A" attached hereto and incorporated by reference.

VII. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Development Agreement for the Project, Exhibit C.1 attached hereto and incorporated by reference, is consistent with the General Plan, the County Code, and all other applicable plans or regulations; the Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the County as a whole; the Development Agreement will promote the orderly development of property or the preservation of property values; the Development Agreement specifies the duration of the agreement, the permitted uses of the property, and that the Project is subject to Applicable Rules (as defined in the Development Agreement) which collectively regulate the height, design and size of structures and any required reservations or dedications of land; and the Development Agreement is consistent with the requirements of State law, including Government Code sections 65865 through 65869.5. Based on the findings above, and as further detailed in Ordinance No. _____ (Exhibit "C"), attached hereto and incorporated by reference, the Board hereby adopts Ordinance No. _____ and approves the Development Agreement for the Project.

VIII. NOW, THEREFORE, BE IT FURTHER RESOLVED that, as detailed in Exhibit "E" attached hereto and incorporated by reference, and which the Board of Supervisors reviewed in its independent discretion, the Project is a compatible use under the applicable provisions of the Williamson Act (Government Code sections 51238.1(a) or 51238.1(c)) and the County's local rules implementing the Williamson Act (Resolution No. 02-82).

IX. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors approves the Undergrounded Gen-Tie alternative of the Project, as described in the attached CEQA Findings, and directs the Clerk of the Board to file the Notice of Determination (NOD) and pay all associated fees.

X. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors takes the following actions with respect to the application for a Franchise to construct, operate, and maintain the Project's gen-tie within the County right-of-way:

A. Adopts the Resolution entitled "RESOLUTION OF INTENT TO GRANT AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC" (Resolution No. _____) (Exhibit "D.1") and directs the Clerk of the Board to publish the Notice of Intent to Grant Franchise, as included in Exhibit "D.1", one time per Public Utility Code section 6232; and

B. Reads the title and waives further reading of an Ordinance entitled, "AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC." and introduce for further consideration and adoption on March 25, 2025 (Exhibit "D").

PASSED AND ADOPTED, this 25th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

Daurice Kalfsbeek Smith, Chair
Colusa County Board of Supervisors

ATTEST:
Wendy G. Tyler,
Clerk to the Board of Supervisors

By

Patricia Rodriguez, Deputy Board Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: Board of Supervisors Resolution Approving the Janus Solar Project PD-24-24 2025 02 25 (10316 : Janus Solar and Battery Storage

Exhibit "A"

USE PERMIT PD #24-24
JANUS SOLAR PV, LLC
COLUSA COUNTY BOARD OF SUPERVISORS

DATE: _____

PERMIT NO.: UP #PD-24-24

LOCATION: APN's: 018-050-005 and 018-050-006

Pursuant to Colusa County's Zoning Ordinance, JANUS SOLAR PV, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (Project) subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the zoning administrator.

C. The use shall be limited to the Project described in the Draft Environmental Impact Report (which includes the annual funding commitments to the Williams Fire Protection Authority, the Maxwell Parks and Recreation District, the Arbuckle Parks and Recreation District, and the City of Williams Parks and Recreation Department) and Final Environmental Impact Report (together, the Final EIR) certified by the Board of Supervisors attached as Exhibit "A.1" and herein incorporated by reference in the Board's approval Resolution. Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant in nature by the Zoning Administrator shall require an application amendment which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "A.2" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

Attachment: Exhibit "A" Janus_Use Permit 2025 02 25 (10316 : Janus Solar and Battery Storage Project)

Exhibit "A"
USE PERMIT PD #24-24

F. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit shall be required prior to establishment of the use. The two-year period described herein will be tolled during the pendency of any legal challenge to the Use Permit.

G. 1.) The Project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

Attachment: Exhibit "A" Janus_Use Permit 2025 02 25 (10316 : Janus Solar and Battery Storage Project)

Exhibit "A"
USE PERMIT PD #24-24

4.) Should the applicant fail to comply with the conditions under which this entitlement was approved, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The Project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa County Environmental Health Division;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Protection Authority;

4.) California Regional Water Quality Control Board;

5.) State and Federal Departments of Fish and Game; and

6.) California Department of Transportation (Caltrans)

I. The Project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. Prior to building permit issuance, the Applicant shall enter into an agreement on a form satisfactory to County Counsel, committing the Applicant to pay to the County, Thirty Thousand Dollars ($30,000) per year during the term of the Project ("Agricultural Land Preservation Fee"). The Agricultural Land Preservation Fee will be allocated to the County's general fund and may be used at the County's discretion including but not limited to subsidize agricultural operations within the County, the preservation of agricultural lands, or to otherwise encourage the County's agricultural sector. Should the Board of Supervisors approve a development agreement for the Project that provides for payment of the Agricultural Land Preservation Fee, and so long as such agreement takes effect, the development agreement will be deemed to satisfy this condition. County staff will process a notice of non-renewal of the properties Williamson Act Contract and should the solar and battery storage use be discontinued and the site returned to its pre-development condition, acceptance back into the County's Williamson Act program shall be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application. No contract re-entry shall occur in any event until after the project has been fully decommissioned and returned to its pre-project state.

Attachment: Exhibit "A" Janus_Use Permit 2025 02 25 (10316 : Janus Solar and Battery Storage Project)

Exhibit "A"
USE PERMIT PD #24-24

K. The applicant shall track the number and species of birds that may have died as a result of impacting solar panels throughout the life of the Project. Any bird fatalities incidentally observed by operations staff should be logged. This information shall be collected on a calendar year basis and no later than January 31 of each year, the total number of bird deaths believe to occur as a result of solar panel strikes shall be submitted to the Community Development Director. The information shall include the total number of deaths per month and species to the satisfaction of the Community Development Director.

L. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be non-reflective and earth tones to blend into the surrounding environment.

M. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 7:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturday and Sundays.

N. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the Project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

O. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing.

P. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a non-reflective (flat) dark brown color to resemble the coloration of adjacent wooden power poles. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

Attachment: Exhibit "A" Janus_Use Permit 2025 02 25 (10316 : Janus Solar and Battery Storage Project)

Exhibit "A"
USE PERMIT PD #24-24

Q. Prior to permit issuance, the applicant shall pay all required fees, including but not limited to the Williams Fire Protection Authority determined development impact fees. Prior to building permit issuance, an engineer's estimate for decommissioning the Project and returning it back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. Two years prior to the decommissioning of plant, the applicant shall submit an updated engineer's to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

R. Prior to installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval. In general, the design of the fencing shall incorporate rural fencing characteristics to the greatest extent possible and avoid industrial or institutional designs.

S. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

T. Prior to building permit issuance, a "will-serve" letter from the City of Williams, or other water source, committing to providing water for the construction and operation of the project shall be provided to the satisfaction of the Community Development Director.

U. The Park and Recreation contributions shall include an inflation escalation clause that adjusts the payment equal to the Consumer Price Index All Urban Consumers in the San Francisco-Oakland-San Jose-region (base years 1982-1984 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, but in no event shall any increase adjusted by the index be less than two percent or greater than three percent. In addition, the total contribution shall be initially $45,000 annually (prior to inflation adjustment) and in the event that the contribution is declined by a park and recreation district(s), the accepting district(s) shall evenly divide the annual contribution.

V. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling shall be obtained. Included in said permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

Attachment: Exhibit "A" Janus_Use Permit 2025 02 25 (10316 : Janus Solar and Battery Storage Project)

Exhibit "A"
USE PERMIT PD #24-24

W. The applicant shall construct the gen-tie line (as generally depicted in the Final EIR) underground within all public rights-of-way consistent with applicable law, including any federal or state laws pertaining to utility separation requirements. The gen-tie line may be constructed overhead only in those locations where undergrounding is not practicable due to existing utilities, easements, or where an overhead segment is authorized pursuant to a permit issued by a federal (e.g., the U.S. Bureau of Reclamation) or state agency. The Community Development Director and Public Works Director shall review and approve any proposed overhead segments for consistency with this condition prior to issuance of an encroachment permit for construction of the gen-tie line.

Attachment: Exhibit "A" Janus_Use Permit 2025 02 25 (10316 : Janus Solar and Battery Storage Project)

Exhibit "A.1"
Environmental Impact Report
Janus Solar and Battery Storage Project
State Clearinghouse No. 2024061043

Electronic Files Links

Janus Solar and Battery Final EIR
Janus Solar and Battery Final EIR Appendixes
Janus Solar and Battery Draft EIR
Janus Solar and Battery Draft EIR Appendixes

Janus Solar and Batter Storage Project Information Webpage.

- https://www.countyofcolusaca.gov/996/Janus-Solar-and-Battery-Storage-Project

Attachment: Exhibit "A.1" Janus Solar and Battery EIR Documents Electronic Links (10316 : Janus Solar and Battery Storage Project)

Exhibit "A.1"
Environmental Impact Report
Janus Solar and Battery Storage Project
State Clearinghouse No. 2024061043

Electronic Files Links

Janus Solar and Battery Final EIR
Janus Solar and Battery Final EIR Appendixes
Janus Solar and Battery Draft EIR
Janus Solar and Battery Draft EIR Appendixes

Janus Solar and Batter Storage Project Information Webpage.

- https://www.countyofcolusaca.gov/996/Janus-Solar-and-Battery-Storage-Project

Attachment: Exhibit "A.1" Janus Solar and Battery EIR Documents Electronic Links (10316 : Janus Solar and Battery Storage Project)

Exhibit "B"

FINDINGS OF FACT IN SUPPORT OF FINDINGS RELATED TO SIGNIFICANT ENVIRONMENTAL IMPACTS

State CEQA Guidelines Section 15091

For

Janus Solar and Battery Storage Project

By Janus Solar PV, LLC

Final Environmental Impact Report
SCH# 2024061043

Lead Agency: Colusa County Community Development Department

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

EXHIBIT "B"

FINDINGS OF FACT

SECTION I. INTRODUCTION

The following findings of fact are based on the information contained in the Draft and Final Environmental Impact Report (EIR) for the Janus Solar and Battery Storage Project (Project or proposed Project) as well as additional facts found in the complete record of proceedings. The Final EIR is hereby incorporated by reference and is available for review on the Community Development Department's website.

SECTION II. FINDINGS REGARDING THE POTENTIAL ENVIRONMENTAL EFFECTS OF THE PROJECT

The Colusa County Community Development Department issued a Notice of Preparation (NOP) of a Draft EIR on June 24, 2024, for the proposed Project. Based on the NOP, a determination was made that the Final EIR would contain a comprehensive analysis of environmental issues identified in Appendix G of the California Environmental Quality Act (CEQA) Guidelines. The Findings of Fact (Findings) presented herein address the environmental effects associated with the Project that are described and analyzed in the Final EIR. These Findings have been made pursuant to the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., specifically Public Resources Code Sections 21081 and 21081.6, as well as CEQA Guidelines (14 Cal. Code of Regs 15000 et seq.) Sections 15091 and 15093.

With respect to all impacts identified as "less than significant" or as having "no impact" in the Final EIR, the Colusa County Planning Commission, in recommending approval of the Development Agreement and Use Permit for the project, finds that those impacts have been described accurately and are less than significant or have no impact. Despite concluding that certain impacts would be less than significant or would have no impact, the Final EIR nevertheless incorporates mitigation measures in the form of complying with the goals, policies, and implementation measures of the Colusa County General Plan, Colusa County Zoning Ordinance, and other adopted regulations. The Planning Commission finds that these effects are less than significant or have no impact before and after implementation of these mitigation measures.

In addition, some impacts in the Final EIR were found to be "significant" but were able to be mitigated to less than significant levels. The Planning Commission finds that those impacts have been described accurately and are less than significant with the implementation of mitigation. There were no impacts that were found to be "significant and unavoidable" and thus no statement of overriding considerations is required for the Project pursuant to Public Resources Code Section 21002.1

AESTHETICS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a substantial adverse effect on a scenic vista (Impact 4.1-1, as described in Section 4.1.6, *Aesthetics* in the EIR).

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

The proposed Project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway (Impact 4.1-2, as described in Section 4.1.6, *Aesthetics* in the EIR).

The proposed Project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings (Impact 4.1-3, as described in Section 4.1.6, *Aesthetics* in the EIR).

The proposed Project would not create a substantial new source of nighttime lighting or daytime glare (Impact 4.1-4, as described in Section 4.1.6, *Aesthetics* in the EIR).

Undergrounded Gen-Tie Alternative

Because the gen-tie would be underground, the Undergrounded Gen-Tie alternative would include fewer visible facilities. However, this alternative would still include the Solar Facility and BESS, as well as supporting infrastructure. The alternative would, therefore, result in visual impacts similar to, but less than, the proposed Project (i.e., because the gen-tie would be viewed from fewer locations along public rights-of-way Spring Valley Road and Walnut Drive and require the addition of fewer new poles along the rights-of-way) and impacts to aesthetic resources would remain less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to aesthetics that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to aesthetics that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on aesthetics.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable impact on aesthetics.

AGRICULTURE AND FOREST RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

The Project would not convert prime farmland, unique farmland, or farmland of statewide importance, as shown on the maps prepared pursuant to the farmland mapping and monitoring program of the California Resources Agency, to nonagricultural use. (Impact 4.2-1, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract (Impact 4.2-2, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)) or timberland (as defined in Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104 (g)). (Impact 4.2-3, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not result in the loss of forestland or conversion of forest land to non-forest use. (Impact 4.2-4, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use. (Impact 4.2-5, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

Undergrounded Gen-Tie Alternative

Impacts to Agriculture and Forestry Resources for the Undergrounded Gen-Tie alternative would be the same as the proposed Project. The Solar Facility and BESS would be located on the same site as the Project, which is not designated as prime farmland and is used for cattle grazing. The alternative would construct the gen-tie within existing County right-of-way (ROW), similar to the proposed Project. Therefore, impacts to Agriculture and Forestry Resources would remain less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to agriculture and forestry resources that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to agriculture and forestry resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

The Project would not have a significant cumulative environmental impact on agriculture and forestry resources.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on agriculture and forestry resources.

AIR QUALITY

A. Environmental Effects of the Project Found to Have No Impact on the Environment or Have a Less Than Significant Impact on the Environment.

The Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people (Impact 4.3-4, as described in Section 4.3.7, *Air Quality* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could conflict with or obstruct implementation of the applicable air quality plan (Impact 4.3-1).

Description of Potentially Significant Impact

During construction, unmitigated NO_x emissions would exceed the BCAQMD annual significance threshold.

Finding

With the incorporation of Tier 4 engines for offroad equipment greater than 25 HP, as proposed in mitigation measure AQ-1, mitigated NO_x emissions would fall below the BCAQMD significance thresholds. Both unmitigated and mitigated ROG emissions are below the annual threshold of significance. Both unmitigated and mitigated PM_{10} emissions are below the daily threshold of significance. Unmitigated and mitigated daily operational emissions are below significance thresholds for all pollutants. During the longer-term operational phase, the Project would include routine inspection and maintenance activities that would result in a net increase in emissions, although the increase in emissions would not exceed any significant threshold.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure AQ-1 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure AQ-1 (described below), would reduce impacts to less than significant levels.

AQ-1: Construction Equipment Requirements

During construction, diesel particulate filters or other CARB-verified diesel emission control strategies shall be installed on construction equipment. All on- and off-road diesel equipment shall not idle for more than 5 minutes. Signs shall be posted in the designated queuing areas and/or job sites to remind drivers and operators of the 5-minute idling limit. All construction equipment shall be maintained in proper tune according to the manufacturer's specifications. Equipment must be checked and determined to be running in proper condition before the start of work. Idling, staging, and queuing of diesel equipment within 1,000 feet of sensitive receptors shall be limited.

Potentially Significant Effect

The Project could result in a cumulatively considerable net increase of any criteria pollutants for which the project region is non-attainment under an applicable federal or state ambient air quality standard (Impact 4.3-2).

Description of Potentially Significant Impact

The Project would result in a significant contribution to localized ambient air quality if daily emissions exceeded 80 pounds per day of PM_{10} during either construction or operation.

Finding

The CCAPCD has requested that the Project use BCAQMD annual and daily significance thresholds to address pollution sources associated with general construction activities, such as the operation of on-site construction equipment, fugitive dust from site grading activities, and travel by construction workers. Mitigation measures AQ-2 and AQ-3 would be required on site to reduce dust emissions.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures AQ-2 and AQ-3 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures AQ-2 and AQ-3 (described below) would reduce impacts to less than significant levels.

AQ-2: Dust Control Measures

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

EXHIBIT "B"

During construction of the Project, the primary construction contractor shall implement the following practices, which should limit daily dust emissions to well below the BCAQMD threshold of significance, and minimize impacts to surrounding areas, including adjacent orchards:

- All disturbed areas, including soil piles, areas that have been graded, and unpaved roads, shall be watered twice daily during dry conditions, and when feasible, covered and enclosed.
- When materials are transported off site, they shall be wetted and covered securely, and at least 2 feet of freeboard shall be maintained.
- Limit traffic speeds on unpaved roads to 15 miles per hour.
- Apply dust suppressant in accordance with the manufacturer's application rate to Spring Valley Road, the unpaved road accessing the Project site, at least sixty (60) days and fifteen (15) before the start of construction and during the construction period, and as needed to reduce dust associated with truck traffic.
- Curtail construction activities when the County's Air Quality Index exceeds 150.
- Vehicle travel distances and total traffic on roads at the Project site and accessing the Project site shall be minimized through efficient planning and management. Special consideration must be given to minimizing the travel distances of heavy or heavily laden vehicles, particularly during the construction period.
- During anticipated peak truck trip periods of heavy equipment and vendor deliveries, a traffic control flagger shall be present on Spring Valley Road. The traffic flagger shall enforce the 15-mile-per-hour speed limit for heavy vehicles on unpaved roads and shall monitor and log dust conditions, per the requirements outlined below.
- Signage will be placed on Spring Valley Road describing the 15 mile per hour speed limit for heavy vehicles.
- The construction contractor is the designated dust control site coordinator and is responsible for implementing dust control. It is the dust control site coordinator's responsibility to:
    - Read and understand applicable mitigation measures and have them available at the job site.
    - Implement the mitigation measures and ensure that all employees, workers, and subcontractors know their dust control responsibilities.
    - Use contingency control measures when primary controls are ineffective.
    - Monitor the worksite for compliance with the dust control mitigation measures.
    - Maintain a daily log monitoring the implementation and effectiveness of the control measures, including off-site emissions due to material transport and other activities.

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

- Each day during construction, the construction contractor shall keep a daily log of dust conditions that includes the following information:
    - Date
    - Time
    - Wind speed
    - Temperature
    - Minutes off-site visible emissions were observed darker than 20 percent opacity, including date, time, location, and work activity
    - Soil conditions (damp, dry, etc.)
    - Corrective actions taken, if needed

AQ-3: Long Term Dust Control

Once a year during Project operations, generally in late spring, the Applicant shall be responsible for the application of dust suppressant to Spring Valley Road, the unpaved road accessing the Project site. The dust suppressant shall be applied on Spring Valley Road from the intersection with Walnut Drive to the entrance to the Project site. The timing of the application and the rate of application shall be pursuant to the manufactures application rate and requirements and shall be to the satisfaction of the Public Works Director.

Potentially Significant Effect

The Project could expose sensitive receptors to substantial pollutant concentrations (Impact 4.3-3).

Description of Potentially Significant Impact

The use of combustion equipment in Project construction activities could result in elevated concentrations of DPM, which could lead to health impacts for nearby sensitive receptors.

Finding

Mitigation measure AQ-1 would further limit diesel particulate matter from construction activities. The Project would also use ultra-low sulfur diesel fuels (less than or equal to 5 parts per million by weight sulfur). Additionally, during construction, the implementation of mitigation measure AQ-2 would provide control measures for fugitive dust emissions and limit the potential for exposure to Valley Fever. During operations, mitigation measure AQ-3 would be implemented, providing additional long-term dust control measures for fugitive dust emissions and further limiting the potential for exposure to Valley Fever.

Level of Significance with Mitigation Incorporated

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

With implementation of mitigation measures AQ-1, AQ-2, and AQ-3 (described above), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures AQ-1, AQ-2, and AQ-3 (described above) would reduce impacts to less than significant levels.

Undergrounded Gen-Tie Alternative

To locate the approximately 4-mile-long gen-tie underground, the Undergrounded Gen-Tie alternative would disturb more ground and would require additional construction equipment compared to the proposed Project. Dust and other emissions from additional construction equipment would be greater than the proposed Project; however, the Undergrounded Gen-Tie alternative would implement mitigation measures AQ-1 through AQ-3, which would reduce dust and other emissions and mitigate impacts to air quality to less-than-significant levels, similar to the Project (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to aesthetics that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on air quality.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on air quality resources.

BIOLOGICAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service (Impact 4.4-2, as described in Section 4.4.4, *Biological Resources* in the EIR).

The Project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling,

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hydrological interruption, or other means (Impact 4.4-3, as described in Section 4.4.4, *Biological Resources* in the EIR).

The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites (Impact 4.4-4, as described in Section 4.4.4, *Biological Resources* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (Impact 4.4-1).

Description of Potentially Significant Impact

The proposed Project has the potential to impact special-status plants and wildlife through the loss of habitat, as well as direct and indirect impacts on species.

Individual discussions for special-status species determined to have the potential for significant impacts are provided below.

Special Status Plants

The vast majority of the site provides low quality habitat for special status plant species due to high levels of grazing and non-native plant cover. No special status plants were observed during protocol-level rare plant surveys conducted for the Project. Therefore, the Project would have no substantial adverse effects on special status plants, and the impact would be less than significant.

Crotch's Bumble Bee

Due to the commonality of habitat types (grasslands and shrublands) and features (i.e., small mammal burrows, logs) that this species can utilize for nesting, and their diversity of foraging and nectaring plants, CBB habitat is considered widespread and abundant in the Project region. Five individual CBB observed foraging in the Project site in July 2024, and the site could potentially support CBB nesting; therefore, vegetation or ground disturbing activities during Project construction have the potential to result in significant impacts on this species should they occur. With implementation of mitigation measures BIO-1 and BIO-2, construction impacts would be reduced to a less than significant level, by incorporating specific avoidance measures in coordination with CDFW and implementing a worker environmental awareness training program. This would include the development of a CBB avoidance plan that is submitted to CDFW for review. If it is ultimately determined that avoidance of CBB is not feasible then additional consultation with CDFW will occur to ensure that significant adverse effects to CBB will not occur. Thus, the Project would have no substantial adverse effects on CBB during construction. Project operations and maintenance are unlikely to impact CBB, as vehicle traffic and on-site

Attachment: Exhibit "B" Janus Solar_EIR_Findings of Fact [Revision 1] (10316 : Janus Solar and Battery Storage Project)

personnel would be minimal and heavy equipment would be infrequently used. All Project security lighting would be shielded, directed downward, and equipped with switches or motion detectors (rather than remaining on from dusk to dawn) to minimize potential impacts to CBB.

The Vegetation Management and Wildfire Prevention Plan (mitigation measure FIRE-1) would implement measures to control and maintain the vegetation throughout the Project site during operations and maintenance. The approved vegetation management activities may significantly impact CBB. However, as discussed previously, mitigation measures BIO-1 and BIO-2 would be implemented to avoid impacts to CBB through implementation of CDFW-approved avoidance measures, including coordination of applicable requirements included in mitigation measure FIRE-1, and the implementation of a worker environmental awareness training program. Therefore, Project operations and maintenance would have no substantial adverse effects on this species, and the impact would be less than significant with mitigation incorporated.

Burrowing Owl

A total of 48 suitable burrows and 26 suitable surrogate burrows for BUOW were observed within the BSA during the 2024 protocol burrow survey (Figure 4.4-3). However, no BUOW were observed during the 2024 breeding season protocol surveys. Winter season protocol-level surveys will occur in winter of 2024–2025 to determine if BUOW overwinter within the BSA. Project construction, including ground disturbance, noise, vehicle traffic, and on-site personnel, could impact this species if they are present on or near the site during construction. These impacts could include direct mortality, loss of burrow or foraging habitat, behavioral disturbance, and nest failure, and therefore are considered potentially significant. All construction lighting would be shielded, directed downward, and temporary to minimize potential impacts. With implementation of mitigation measures BIO-1 and BIO-2 Project impacts would be reduced to a less than significant level, and there would be no substantial adverse effects on BUOW. These measures include development of an avoidance plan in coordination with CDFW if BUOW are detected during the winter season protocol surveys or pre-construction surveys, and implementation of a worker environmental awareness training program. Project operations and maintenance would be unlikely to impact BUOW since vehicle traffic and on-site personnel would be minimal, and heavy equipment would be infrequently used. Furthermore, infrastructure areas where the activities would occur are unlikely to support BUOW. The minor increase in vehicle traffic and on-site personnel would be temporary and normal; wildlife behavior is expected to resume after the disturbance. All Project security lighting would be shielded, directed downward, and equipped with switches or motion detectors (rather than remaining on from dusk to dawn) to minimize potential impacts. Vegetation removal activities as described in mitigation measure FIRE-1 may be required during operations and there is potential for behavior disturbances or nest failure if BUOW are present. As such, a BUOW pre-construction survey will be conducted in accordance with mitigation measure BIO-1 prior to vegetation removal activities. If a BUOW is observed, an appropriately sized buffer would be implemented depending on the time of year, and an avoidance plan would be developed and implemented in coordination with CDFW. Therefore, Project operations and maintenance would have no substantial adverse effects on this species, and the impact would be less than significant with mitigation incorporated.

Swainson's Hawk and Other Raptors

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During the 2024 Swainson's hawk nest surveys, six Swainson's hawk nests were identified within 10 miles of the Project site. Each of these nests was located more than 5 miles from the Project site (Tetra Tech 2024b; Figure 4.4-4). The area within the Project site and up to 0.5 miles surrounding the Project site boundary is considered the area of direct or indirect impact that may be subject to construction-related disturbances for Swainson's hawk nesting territories. No nests were identified within this area. Therefore, the Project would not remove Swainson's hawk nests or affect the reproductive outcome of the active Swainson's hawk nests, and no direct impacts are anticipated to occur as a result of the Project. Similarly, because the nearest nest is over 5 miles from the Project site, indirect construction-related impacts such as noise or visual disturbances are not anticipated to affect the reproductive outcome of the active Swainson's hawk nests identified during the 2024 survey. While no Swainson's hawk nests were observed at the Project site, the Project site could still be utilized as foraging habitat. Swainson's hawks were observed foraging at the Project site in 2024. Project construction on the Aegilops triuncialis Provisional Herbaceous Semi-Natural Alliance, Amsinckia menziesii – Achyrachaena mollis Herbaceous Alliance, and planted common wheat field habitats would reduce the foraging habitat for raptors, including Swainson's hawk. The Project is anticipated to develop 666 acres of the Project site, which is considered suitable foraging habitat for Swainson's hawk (Tetra Tech 2024b). It should be noted that following construction, the solar panels would be aboveground, and their presence along with vegetation management activities as part of mitigation measure FIRE-1 would not result in the permanent removal of all habitats, allowing for ongoing floral and fauna uses. As such, the Project site could still allow for continued use by prey species and foraging lands for raptor species. Overall, the Project would impact approximately 2 percent of the total suitable Swainson's hawk foraging habitat in a 10-mile radius around the Project site (Tetra Tech 2024b). Although the Project site and surrounding grasslands are considered suitable foraging habitat, the development of the Project site is not anticipated to affect Swainson's hawk nesting territories and would only result in minimal loss of regional foraging habitat. Therefore, the construction impact to foraging habitat would not result in substantial adverse effects on the species. Other raptors such as red-tailed hawks, prairie falcon, and northern harrier, could also use the site for foraging and/or nesting. These species would have a similar loss of foraging ground as Swainson's hawks. Ground disturbance, construction-related noise, increased vehicle traffic, and on-site personnel may disturb these species if they are nesting within or near the Project site during construction, which could result in potentially significant impacts on breeding raptors, their nests, young, or eggs. However, implementation of mitigation measures BIO-1, BIO-2, and BIO-3, which require nesting bird surveys and implementation of no work buffers if active nests are located within or near the Project site and implementation of a worker environmental awareness training program, would reduce construction-related impacts to Swainson's hawk and other raptors to a less than significant level. With implementation of these avoidance measures, the Project would have no substantial adverse effects on these species. Project operations and maintenance are unlikely to impact Swainson's hawk and other raptors as vehicle traffic and on-site personnel would be minimal and heavy equipment would be infrequently used. Furthermore, infrastructure areas where the activities would occur are unlikely to support nesting raptors. The minor increase in vehicle traffic and on-site personnel would be temporary, and normal wildlife behavior is expected to resume after the disturbance. In addition, new transmission and communication lines and structures would be constructed in accordance with the most recent Avian Power Line Interaction Committee guidance (APLIC 2006, APLIC 2012) to reduce the potential for bird injury and mortality from collisions and electrocution. If vegetation removal is required during the nesting bird season (February 1 to

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August 31) there may be potentially significant impacts to nesting birds, such as egg or young abandonment. With implementation of mitigation measures BIO-1 and BIO-3 surveys for nesting birds and protection of active nests would reduce these impacts to less than significant. Therefore, Project operations and maintenance would have no substantial adverse effects on these species, and the impact would be less than significant with mitigation incorporated.

Special Status Migratory Birds including Tricolored Blackbird and White Faced Ibis

A number of avian species may use the Project site to forage, nest, or as a migratory stopover. During construction, ground disturbance, construction-related noise, increased vehicle traffic, and on-site personnel may disturb avian species if foraging or nesting on or near the Project site. Construction of the proposed Project would develop potential foraging habitat that could have been used by special status birds. However, as described above for raptors, this represents a very small percentage of the total suitable foraging habitat available in the region and would result in an insignificant impact to the species. During construction, the grasslands and trees within and adjacent to the Project site may be used as nest sites by a number of avian species. Construction-related disturbances may result in loss of individuals, eggs, or nests; However, with implementation of mitigation measure BIO-2 and BIO-3, which include conducting nesting bird surveys prior to disturbances and implementing a worker environmental awareness training program, construction-related impacts to nesting migratory birds would be less than significant with mitigation incorporated.

Direct and indirect impacts to avian species may occur during Project operations and maintenance through collision with Project facilities, including transmission wires, fencing, and solar array structures. New transmission and communications lines and structures would be constructed in accordance with the most recent Avian Power Line Interaction Committee guidance to reduce the potential for bird injury and mortality from collisions and electrocution. Potential direct impacts to migratory bird species may also occur through attraction to solar panels or "lake effect" from utility-scale solar panel arrays. The "lake effect" refers to the perception of solar panels as water by birds (Kosciuch et al. 2021). Solar panels are both reflective and polarize light, which are elements thought to mimic water or related suitable habitat. As a result, some have hypothesized that solar panels can attract bird species that mistake the panels for bodies of water, and that some birds in some landscapes could be attracted to them resulting in possible injury or death (Diehl et al. 2024). To reduce potential significant impacts to migratory birds, the solar panels for the Project would be designed to be anti-reflective to minimize glare and will be on a tracking system.

Limited monitoring data is available to assess avian collisions with solar panels and no data exists for Colusa County. In an assessment of avian mortality at utility scale solar energy facilities, Waltson et al. (2016) examined the California Valley Solar Ranch, a 250 MW PV solar project located in San Luis Obispo. Findings indicated that the average mortality associated with the PV solar facility was approximately 0.5 birds per MW per year. Kosciuch et al. 2020 conducted a comprehensive review of bird mortality patterns from studies completed January 2013 to September 2018 at 11 PV solar facilities in southern California in Imperial, Riverside, San Bernardino, and San Luis Obispo Counties, and Nevada in Clark and Mineral counties to estimate PV-related bird mortality. Kosciuch et al. (2020) found four patterns consistent among the facilities: 1) most fatalities were of unknown cause and only reported as feather spots, 2) most carcasses were from abundant ground-dwelling birds, 3) no relatively large fatality events were

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detected, 4) most carcasses were found in fall. Findings indicate that the average rate of mortality across the 11 PV facilities was 2.49 bird fatalities per MW per year. Based on this rate, the average bird fatality of the proposed Project (80 MW) would be approximately 200 birds per year. However, it should be noted that the Project would occur in Colusa County which may have a different fatality rate than projects located in southern California or Nevada regions. Although data from PV solar array-type facilities indicate instances of avian mortality resulting from collisions, the best available scientific information to date does not indicate a significant risk of substantial avian mortality occurring at facilities such as the Project.

Project operations and maintenance are unlikely to impact special status migratory birds, as vehicle traffic and on-site personnel would be minimal and heavy equipment would be infrequently used. The minor increase in vehicle traffic and on-site personnel would be temporary, and normal wildlife behavior is expected to resume after the disturbance. If vegetation removal is required during the nesting bird season (February 1 to August 31) there may be potentially significant impacts to nesting birds, such as egg or young abandonment. With implementation of mitigation measures BIO-1 and BIO-3 surveys for nesting birds and protection of active nests would reduce these impacts to less than significant.

Therefore, for the reasons described above, Project operations and maintenance would have no substantial adverse effects on special status migratory birds, and the impact would be less than significant with mitigation incorporated.

American Badger

While American badger was not observed during the field surveys, and no large underground holes or potential burrows/dens were found in the Project site, culverts of sufficient size, which were found along existing roads within and around the site, can be used by this species for refuge or to pass safely beneath roads. Construction of the proposed Project, including ground disturbance, noise, vehicle traffic, and on-site personnel has the potential to affect American badger if present in or near the construction area. These impacts may result in direct mortality or behavioral disturbance and are therefore considered potentially significant. With implementation of mitigation measures BIO-1 and BIO-2, which include preconstruction surveys and implementation of construction site best management practices such as preventing inadvertent entrapment, and implementation of a worker environmental awareness training program, construction-related impacts would be reduced to a less than significant level and the Project would have no substantial adverse effects on American badger. Therefore, impacts related to Project construction would be less than significant with mitigation incorporated. Project operations and maintenance are unlikely to impact American badger as vehicle traffic and on-site personnel would be minimal, and heavy equipment would be infrequently used. Furthermore, infrastructure areas where the activities would occur are unlikely to support American badger. The minor increase in vehicle traffic and on-site personnel would be temporary, and normal wildlife behavior is expected to resume after the disturbance. All Project security lighting would be shielded, directed downward, and equipped with switches or motion detectors to minimize potential impacts. If vegetation removal is required during operations, there is potential for behavioral disturbances, if badgers are found on the Project site. However, these disturbances are expected to be short-term, similar to existing disturbance patterns in the vicinity of the Project and are not expected to result in direct mortality or injury to

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individual badgers. As such, Project operations and maintenance would have no substantial adverse effect on this species.

Western Spadefoot, Foothill Yellow-legged Frog, and Giant Garter Snake

While western spadefoot, Foothill yellow-legged frog, and giant garter snake were not observed during the field surveys, potentially suitable aquatic features and upland habitat were found in the Project site, which may be used by these species. Construction of the proposed Project, including clearing and grubbing vegetation, ground disturbance, noise, vehicle traffic, and on-site personnel has the potential to affect these species if present in or near the construction area. These impacts may result in direct mortality or behavioral disturbance; therefore, the impact is potentially significant. There would be no impact to aquatic habitats because the Project is designed to avoid any jurisdictional waters. With the implementation of mitigation measure BIO-2, including worker environmental training, limiting areas of disturbance, and avoiding sensitive habitats, construction impacts would be reduced to a less than significant level and the Project would have no substantial adverse effects on western spadefoot, foothill yellow-legged frog, or giant garter snake.

Finding

The Project has the potential to impact special-status wildlife and plant species through the loss of habitat as well as direct and indirect impacts on wildlife. These impacts would be reduced to a less than significant level with the implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described below).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described below) would reduce impacts to less than significant levels.

BIO-1: Protection of Special-status Species

Crotch's Bumble Bee

Prior to ground disturbance or vegetation removal and management activities within the Project site, a CBB avoidance plan will be prepared and submitted to CDFW for review and comment. This plan will include specific avoidance measures that will be implemented to avoid take of the species. These measures shall include but are not limited to pre-construction surveys for CBB individuals and nests, avoidance of active nests, avoidance of vegetation removal to the extent feasible during the CBB colony active period, procedures for vegetation management in coordination with mitigation measure FIRE-1, and implementation of avoidance buffers around CBB individuals and nests if they are observed. If it is ultimately determined that avoidance of CBB is not feasible, then the Project will seek an Incidental Take Permit from CDFW.

Burrowing Owl

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Pre-construction surveys shall be performed no less than 14 days prior to the initiation of ground-disturbing activities (e.g., vegetation clearing or grading). A qualified biologist shall conduct pre-construction surveys in all suitable habitat areas in the Project site and 150 meters around the Project site (access permitting). Areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable habitat. The survey will begin 1 hour before sunrise and continue until 2 hours after sunrise, or begin 2 hours before sunset and continue until 1 hour after sunset (3 hours total). A minimum of two surveys will be conducted (if owls are detected on the first survey, a second survey is not needed). All owls observed will be counted, and their locations will be mapped. If the work activity halts for a period of 14 days or more, the survey would need to be conducted again prior to the continuation of site activities. Copies of the survey results shall be submitted to CDFW and the Colusa County Planning Department.

If BUOWs are detected on the Project site or within 150 meters during the pre-construction survey, a Project-specific mitigation plan shall be prepared for CDFW review and approval and implemented to protect BUOWs and their nest sites. As defined in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012), buffer size is dependent upon time of year and level of disturbance at the Project site. Depending on the level of disturbance, a smaller buffer may be established in consultation with CDFW. The BUOW survey can be conducted in conjunction with a nesting bird survey (required under the Migratory Bird Treaty Act), if timing is appropriate.

Swainson's Hawk

If construction (i.e., equipment staging, vegetation removal, or ground disturbance) is scheduled to commence outside of the Swainson's hawk nesting season (September 16 to February 28), no preconstruction surveys or additional measures are required for Swainson's hawk. During the breeding season (March 1 to September 15), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site and a 0.5-mile buffer. Surveys shall be conducted in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000) and occur no more than 14 days prior to construction activities.

Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by Swainson's hawk without causing intrusive disturbance. If active Swainson's hawk nests are found, a 0.5-mile buffer shall be established by a qualified biologist around active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest), adult and juvenile Swainson's hawks have left the area, or the breeding season has ended. Encroachment into the buffer for Swainson's hawk must be authorized by the CDFW.

American Badger

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A pre-construction survey for the American badger shall occur during the burrowing owl surveys. Any active American badger dens shall be avoided by establishing a minimum 50-foot buffer around the den. No construction activities shall occur within this buffer unless a qualified biologist determines that the den is inactive.

BIO-2: Worker Environmental Awareness Training and Best Management Practices for Biological Resources

During construction, operation and maintenance, and decommissioning of the facility, the Project owner and/or contractor shall implement the following general avoidance and protective measures to protect special status wildlife species and habitats:

- Prior to and for the duration of construction activities, the Project owner, or its contractor, shall implement a Worker Environmental Awareness Program to train all on-site construction personnel to recognize and protect biological resources on the Project site. The Worker Environmental Awareness Program training shall include a review of the special status species and other sensitive biological resources that could exist in the Project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources, highlighting CBB, burrowing owl, Swainson's hawk, American badger, western spadefoot, foothill yellow-legged frog, giant garter snake, nesting birds, and protected waters and wetlands.
- The Project owner shall limit the areas of disturbance. Parking areas, new roads, staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. Buffers and avoidance areas established for biological resources, as described in BIO-1 and BIO-3, shall be delineated with stakes and/or flagging prior to construction. Construction-related activities and use of vehicles and equipment shall not occur within protected buffers or avoidance areas.
- Any sensitive habitats within 50 feet of the Project impact areas shall be flagged in the field by a qualified biologist prior to Project construction. To the extent feasible, the greatest buffer (up to 50 feet) should be flagged around the sensitive habitat. No work will occur in the flagged areas. The avoidance areas will be maintained for the duration of construction activities in their vicinity.
- To prevent inadvertent entrapment of wildlife during construction, all excavated, steep-walled holes or trenches with a 2-foot or greater depth shall be covered with plywood or similar materials at the close of each working day or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected by on-site workers for trapped animals. If trapped animals are observed, escape ramps or structures shall be installed immediately to allow escape. If a special status species is trapped, the USFWS and/or CDFW shall be contacted immediately.
- All construction pipes, culverts, or similar structures with a 4-inch or greater diameter that are stored at a construction site for one or more overnight periods shall be covered and/or thoroughly inspected for special status wildlife or nesting birds before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is

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discovered inside a pipe, that section of pipe shall not be moved until a qualified biologist has been consulted and the animal has either moved from the structure on its own accord or until the animal has been captured and relocated by the biologist. No handling of special status species shall occur without consultation with the applicable agencies (CDFW, USFWS).

- Vehicles and equipment parked on the site during construction shall have the ground beneath the vehicle or equipment inspected for the presence of wildlife prior to moving. • Vehicular traffic shall use existing routes of travel. Cross country vehicle and equipment use outside of the Project properties shall be prohibited.
- A speed limit of 15 miles per hour shall be enforced within all construction areas.
- A long-term trash abatement program shall be established for construction, operation, and decommissioning and submitted to the County. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to wildlife such as common raven, coyote (*Canis latrans*), and feral dogs.
- Workers shall be prohibited from bringing pets to the Project site and from feeding wildlife in the vicinity.
- Intentional killing or collection of any wildlife species shall be prohibited.
- Rodenticides shall not be used within the Project site, except within buildings, and disturbance to mammal burrows shall be avoided and minimized.

BIO-3: Protection of Nesting Birds

If construction (i.e., vegetation removal or ground disturbance) is scheduled to commence outside of the bird nesting season (September 1 to January 31), no preconstruction surveys or additional measures are required for nesting birds, including raptors. During the nesting bird breeding season (February 1 to August 31), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site where construction is planned. The survey shall focus on potential nest sites within a 500-foot buffer around the Project site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted no more than 14 days prior to construction activities. If the work activity halts for a period of 14 days or more, the survey would need to be conducted again prior to the continuation of site activities.

Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by migratory birds and all locally breeding raptor species without causing intrusive disturbance. If active nests are found, a suitable buffer (e.g., 300 feet for non-listed raptors, 50 feet for non-listed birds) shall be established by a qualified biologist around active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest) or the breeding season has ended. Encroachment into the buffer may occur at the discretion of a qualified biologist in consultation with CDFW.

Potentially Significant Effect

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The Project could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (Impact 4.4-5).

Description of Potentially Significant Impact

The County has policies and ordinances protecting biological resources, including Conservation Element Policies 1-7, 1-8, 1-11 through 1-18, 1-23, 1-24, 1-27, and 1-33. However, the Project would not conflict with any local policies or ordinances protecting biological resources because the Project would not impact oak woodlands or oak trees and would avoid impacts to riparian and wetland habitats. Incorporation of mitigation measures BIO-1, BIO-2, and BIO-3 would implement pre-construction surveys and minimization and avoidance measures. Therefore, the impact due to conflicts with local policies protecting biological resources would be less than significant with mitigation measures BIO-1, BIO-2, and BIO-3 incorporated.

Finding

The Project has the potential to conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. However, these impacts would be reduced to a less than significant level with the implementation of mitigation measure BIO-1, BIO-2, and BIO-3 incorporated (described above).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described above), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described above) would reduce impacts to less than significant levels.

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would disturb more ground than the proposed Project to place the approximately 4-mile-long gen-tie line underground rather than overhead. The additional ground disturbance would result in greater potential to impact biological resources or habitat of sensitive species. However, the Undergrounded Gen-Tie alternative would implement mitigation measures BIO-1 through BIO-3, which would reduce impacts to biological resources to less-than-significant levels (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects on biological resources that cannot be mitigated to a less than significant level.

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D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The Project would result in less than significant cumulative impacts on biological resources with the implementation of mitigation measures BIO-1, BIO-2, and BIO-3.

Finding

The proposed Project has the potential to result in cumulative impacts to biological resources. The implementation of mitigation measures BIO-1, BIO-2, and BIO-3 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures BIO-1, BIO-2, and BIO-3 cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on biological resources.

CULTURAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 (Impact 4.5-1, as described in Section 4.5.5, *Cultural Resources* in the EIR).

The Project would not disturb any human remains, including those interred outside of formal cemeteries (Impact 4.5-3, as described in Section 4.5.5, *Cultural Resources* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

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The Project could cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5 (Impact 4.5-2).

Description of Potentially Significant Impact

No archaeological resources were identified within the Project site that meet the CEQA's definition of a significant archaeological resource pursuant to Section15064.5.

Construction of the Project could potentially impact previously unidentified, buried archaeological resources. Based on the natural setting, landforms, NAHC SLF results, records search results (including historic maps), Phase I survey, known site density, and disturbance to native soils, the Project area is assessed as having a low to low-moderate sensitivity for buried archaeological resources. If construction ground disturbance depths extend to native soils (below 1.5 feet within plowed agricultural fields, and 2 feet within transmission line corridor), there would be a potential to impact previously unrecorded subsurface archaeological resources. In the event that previously unidentified archaeological resources are discovered during ground disturbing activities during construction, the Project may potentially impact archaeological resources. In order to reduce the potential impacts mitigation measures CUL-1, which requires worker awareness training regarding tribal and cultural resources, and CUL-2, the inadvertent discovery of cultural resources should be implemented; and CUL-3 monitoring of Project construction by a tribal monitor(s). Thus, the Project would have less than significant impacts to historic, tribal, and archaeological resources with the implementation of mitigation measures CUL-1, CUL-2, and CUL-3.

Finding

The proposed Project has the potential to impact an archaeological resource. However, these impacts would be reduced to a less than significant level with the implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described below).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described below) would reduce impacts to less than significant levels.

CUL-1: Cultural Resource Worker Education/Training

Prior to Project construction related to ground disturbing activities (e.g., vegetation removal, excavation, trenching, grading), the Project proponent shall conduct a worker education awareness program for Project construction personnel. A qualified archaeologist will be retained for the Project and will prepare and present the initial cultural resource briefing of the worker education awareness program prior to ground disturbing activities. During construction, the Applicant will provide the training to all new construction personnel. The cultural resource training will include

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an overview of applicable laws and penalties pertaining to disturbing cultural resources, a brief discussion of the prehistoric and historic regional context and archaeological sensitivity of the area, types of cultural resources found in the area, instruction that Project workers will halt construction if a cultural resource is inadvertently discovered during construction, and procedures to follow in the event an inadvertent discovery (Inadvertent Discovery Plan discussed below) is encountered, including appropriate treatment and respectful behavior of a discovery (e.g., no posting to social media or photographs). The Applicant shall make reasonable efforts to notify and involve members from existing tribes in the area such as, but not limited to, the Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community, in the worker education awareness program to provide additional perspective on the tribal resources in the region. The training will follow protocols such as the Patwin Cultural Protection and Preservation Plan.

CUL-2: Inadvertent Discovery of Archaeological Resources During Construction

A qualified archaeologist shall be retained to prepare an Inadvertent Discovery Plan for the Project and to be on-call in the event of an inadvertent discovery. The Inadvertent Discovery Plan will provide protocols and notification procedures in the event of an inadvertent discovery. During Project construction (e.g., ground disturbing activities such as vegetation removal, excavation, trenching, grading), should subsurface archaeological resources be discovered, all ground disturbing activities within 50 feet of the find shall cease and the qualified archaeologist shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and/or NRHP criteria (as applicable). If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agencies and any local consulting Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Under CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to archaeological resources qualifying as historical resources. Methods of avoidance may include, but shall not be limited to, Project reroute or re-design, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local consulting Native American representatives expressing interest in prehistoric or tribal resources. If an archaeological site does not qualify as a historical resource but meets the criteria for a unique archaeological resource as defined in Section 21083.2, then the site shall be treated in accordance with the provisions of Section 21083.2. In regard to an inadvertent discovery of human remains: existing regulations require that if human remains and/or cultural items defined by Health and Safety Code, Section 7050.5, are inadvertently discovered, all work in the vicinity of the find would cease and the Colusa County Coroner (Sheriff-Coroner Unit Telephone Number: 530.458.0200) would be contacted immediately. If the remains are found to be Native American as defined by Health and Safety Code, Section 7050.5, the coroner will contact the NAHC by telephone within 24 hours.

CUL-3: Native American Consultation and Monitoring Plan

The County and Applicant should continue to consult with interested tribes throughout the planning process and construction of the Project, as applicable. A tribal monitor shall be notified

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to participate in monitoring visibly exposed, excavated subsurface soils associated with ground-disturbing construction activities (e.g., grading and trenching). The retained on-call Secretary of Interior qualified archaeologist shall assist in the preparation of a cultural resource monitoring plan and inadvertent discovery plan (mitigation measure CUL-2) that will include worker resource education, inadvertent discovery procedures, and outline the guidelines for cultural resources monitoring. The Project archaeologist will coordinate with local tribes regarding the monitoring plan and tribal cultural resource monitoring of subsurface ground disturbing Project activities. At the completion of construction, a final monitoring report shall be prepared for the Project that summarizes the daily monitoring activities and resolution of any inadvertent discoveries identified during the construction of the Project. The report will be submitted to the County and the NWIC.

Undergrounded Gen-Tie Alternative

Locating the 4-mile-long gen-tie underground would result in a greater potential for inadvertent discovery of and impacts to cultural resources compared to the proposed Project. However, the Undergrounded Gen-Tie alternative would implement mitigation measures CUL-1 through CUL-3, which would reduce impacts to cultural resources to less-than-significant levels (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects on cultural resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The Project would result in less than significant cumulative impacts on cultural resources with the implementation of mitigation measures CUL-1, CUL-2, and CUL-3.

Finding

The proposed Project has the potential to result in cumulative impacts to cultural resources. The implementation of mitigation measures CUL-1, CUL-2, and CUL-3 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3 cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

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CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on cultural resources.

ENERGY

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation (Impact 4.6-1, as described in Section 4.6.4, *Energy* in the EIR).

The Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency (Impact 4.6-2, as described in Section 4.6.4, *Energy* in the EIR).

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would require additional heavy equipment to excavate and bury the approximately 4-mile-long gen-tie line, increasing the consumption of diesel fuel and gasoline during construction compared to the Project. This alternative would not require substantial consumption of energy during operations, such that it would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Therefore, the Undergrounded Gen-Tie alternative's impacts to energy resources would be greater than the proposed Project, but remain less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to energy that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to energy that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on energy.

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E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on energy.

GEOLOGY AND SOILS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; landslides (Impact 4.7-1, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project would not result in substantial soil erosion or loss of topsoil (Impact 4.7-2, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse (Impact 4.7-3, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property (Impact 4.7-4, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project does not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater (Impact 4.7-5, as described in Section 4.7.4, *Geology and Soils* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature (Impact 4.7-6).

Description of Potentially Significant Impact

The surface geologic unit mapped within the Project site is Plio-Pleistocene alluvium (QPc). This unit is assessed as having moderate paleontological sensitivity and therefore, a moderate probability of containing fossils. The local geologic unit that stratigraphically underlies the QPc surface unit is Cretaceous sedimentary rock (Ku), which also is considered to have moderate (though little known) paleontological sensitivity. This unit has contained fossils at other locations, including one that is approximately 3.4 miles from the Project, as described in Appendix F,

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Addendum to the Paleontological Resources Technical Memorandum. Much of the gen-tie line is mapped as Plio-Pleistocene alluvium (QPc) surface geologic unit, with a moderate probability of fossils occurring (PFYC-3a). Other portions of the gen-tie line occur on Quaternary alluvium (Q) or Older alluvium (Qoa) units, which present a smaller probability of encountering fossils. The Pleistocene- to Holocene-aged sediments of Quaternary alluvium (Q) are too young to contain scientifically significant paleontological resources, thus have low paleontological sensitivity (PFYC-2). Older alluvium (Qoa) sediments can contain scattered paleontological resources but have a low probability of containing fossils and are considered to have a low to moderate paleontological sensitivity in this area (PFYC-2 to PFYC-3a).

Project-related excavation to install the steel supports for the solar panels may occur at depths of 6 to 13 feet below ground surface. Soils up to this depth also may be disturbed during Project decommissioning. Only the upper of these two units (QPc) is likely to be impacted by Project activities, because excavations and other surface penetrating actions are not expected to be deep enough to reach the older unit. However, since both the QPc and Ku units have similar sensitivity classifications, the potential for encountering fossils with ground-disturbing activities is assumed to be moderate, and a potentially significant impact could result if paleontological resources are encountered and inadvertently destroyed during ground-disturbing activities. To mitigate potential impacts, implementation of mitigation measures GEO-1, requiring worker training and implementation of a contingency protocol in the case of an inadvertent find, and GEO-2, requiring a qualified paleontological specialist to be brought on site if any unanticipated discoveries are found, would be implemented, such that the impact would be less than significant.

The gen-tie line is anticipated to be built overhead, which would result in minimal ground disturbance. The construction of the overhead gen-tie line could result in some ground disturbance to Plio-Pleistocene alluvium (QPc), Quaternary alluvium (Q), and Older alluvium (Qoa) geologic units, ranging from low to moderate paleontological sensitivity. The implementation of mitigation measures GEO-1 and GEO-2 would decrease the likelihood of directly or indirectly destroying a unique paleontological resource, site or geologic feature, therefore impacts would be less than significant.

Finding

The Project has potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. These impacts would be reduced to a less than significant level with mitigation measures GEO-1 and GEO-2.

Level of Significance with Mitigation Incorporated

With mitigation measures GEO-1 and GEO-2, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures GEO-1 and GEO-2 (described below) would reduce impacts to less than significant levels.

GEO-1: Paleontological Worker Education and Awareness Program (WEAP)

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Before starting construction activities, on-site personnel should be trained in basic recognition of fossils and appropriate procedures to notify management in order to engage a qualified paleontological specialist in the event that fossils are discovered during construction activities (an unanticipated find).

GEO-2: Unanticipated Find Contingency

A qualified paleontological specialist, meeting the Secretary of the Interior's Professional Qualification Standards for the Society of Vertebrate Paleontology shall be retained by the Project Owner on an on-call status, to be brought on site to evaluate the significance of any unanticipated discovery of paleontological resources (an unanticipated find) and determine if additional study is warranted. If the significance of the find under CEQA or California Public Resources Code, Section 21082 does not warrant such study, the qualified paleontologist may decide to record the find and allow work to continue. If the discovery proves significant under CEQA, preparation of a paleontological treatment plan, testing, or data recovery may be required at the discretion of the paleontological specialist.

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would include ground disturbance of an approximately 4-mile-long corridor to connect energy generating facilities to the PG&E Cortina Substation, which may result in a greater potential to encounter and disturb paleontological resources than for the proposed Project. However, mitigation measures GEO-1 and GEO-2 would be implemented to reduce potential impacts to paleontological resources to less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to geology and soils that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The Project would result in less than significant cumulative impacts on geology and soils with the implementation of mitigation measures GEO-1 and GEO-2.

Finding

The proposed Project has the potential to result in cumulative impacts to geology and soils. The implementation of mitigation measures GEO-1 and GEO-2 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

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With implementation of mitigation measures GEO-1 and GEO-2 cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures GEO-1 and GEO-2 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact related to geology and soils.

GREENHOUSE GAS EMISSIONS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. (Impact 4.8-1, as described in Section 4.8.5, *Greenhouse Gases* in the EIR).

The Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases. (Impact 4.8-2, as described in Section 4.8.5, *Greenhouse Gases* in the EIR).

<u>Undergrounded Gen-Tie Alternative</u>

The Undergrounded Gen-Tie alternative would require additional heavy equipment to bury the approximately 4-mile-long gen-tie, increasing GHG emissions. However, due to the minimal equipment use during operations, similar to the Project, the Undergrounded Gen-Tie alternative would have less-than-significant impacts related to generation of GHG emissions and would not conflict with plans, policies, or regulations adopted for the purpose of reducing GHG emissions. (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to greenhouse gas emissions that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on greenhouse gas emissions that cannot be mitigated to a less than significant level.

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D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on greenhouse gas emissions.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on greenhouse gas emissions.

HAZARDS AND HAZARDOUS MATERIALS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (Impact 4.9-1, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not create a significant hazard to the public or the environment through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment (Impact 4.9-2, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not emit hazardous emissions or handle hazardous materials or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school (Impact 4.9-3, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment. (Impact 4.9-4, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area (Impact 4.9-5, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not impair implementation of or physically interfere with an adopted emergency response plan (Impact 4.9-6, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

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The Project could expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires (Impact 4.9-7, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

Description of Potentially Significant Impact

The Project is located in a High Fire Hazard Severity Zone (FHSZ) within the State Responsibility Area (SRA) and is approximately 1.2 miles from the nearest Very High SRA (CAL FIRE 2024c). The primary fire protection services in the vicinity of the Project site are provided by the Williams Fire Protection Authority (WFPA). However, CAL FIRE is responsible for providing wildland fire protection, fire prevention, and resource management within SRA lands throughout California.

The Project would be designed in compliance with federal, state, and local worker safety and protection codes and regulations which would minimize the potential for the occurrence of fire. Project maintenance and operation may introduce potential ignition sources such as transformers, electric transmission line (including gen-tie line), substations, maintenance vehicles, and gas/electric-powered machinery. The proposed inverters and PV arrays may also be identified as a potential ignition source. However, the potential fire risk is low for these Project components. All battery components for the BESS would be installed on concrete pads and contained within an enclosure to minimize the potential for sparks or ignition. All such enclosures would be equipped with fire prevention features such as those mentioned in Section 4.9.1.4, Battery Energy Storage System - Passive Design considerations above. The Project would also implement mitigation measure FIRE-1, Wildland Protection Measures, which would include a Vegetation Management and Wildfire Prevention Plan to be approved by the WFPA, as well as an ESRP to be approved by the WFPA and County (see Section 4.20, Wildfire). Therefore, the proposed Project is not expected to expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Refer to Section 4.20, Wildfire, for additional information with regard to wildfire impacts.

Finding

The proposed Project has the potential to expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. These impacts would be reduced to a less than significant level with mitigation measure FIRE-1.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure FIRE-1, described below, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1, described below, would reduce impacts to less than significant levels.

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FIRE-1: Wildfire Protection Measures

- **Vegetation Management and Wildfire Prevention Plan**. Prior to building permit issuance, a Vegetation Management and Wildfire Prevention Plan shall be submitted to the Williams Fire Protection Authority and the County for review and approval. This Vegetation Management and Wildfire Prevention Plan shall detail implementation measures to control and maintain the vegetation throughout the Project site to eliminate wildland fire hazards to a level determined satisfactory by the Williams Fire Protection Authority Fire Chief.

  Implementation measures shall include three Fuel Modification Zones:
  - Zone 1: Non-combustible, pervious surface (gravel, DG, or similar).
    - 0-30 feet from BESS and Substation.
    - Zone 1 will be free of vegetation and all combustible materials. Zone 1 will occur surrounding the onsite BESS facility and substation. This Zone will be created to 30 feet from all electrical equipment and battery storage systems.
  - Zone 2: Grass maintained at stubble height (~ 2 inches).
    - 0-20 feet from the Project's perimeter.
    - Zone 2 will consist of mowed grass to stubble height within 20 feet of the Project's perimeter edge. It is expected that mowing will occur late spring prior to fire season as directed by the Williams Fire Authority and will continue as necessary to maintain the Zone 2 grass at stubble height.
  - Zone 3: Grass maintained at 4 inches in height.
    - 0-20 feet from all PV arrays, 30-100 feet from BESS and Substation
    - Zone 3 will result in the mowing of grasses to 4 inches in height within 20 feet of PV arrays and within 30-70 feet from the BESS and Substation to reduce wildfire behavior in the Project site's grasslands to an acceptable level. It is expected that mowing will occur late spring prior to fire season as directed by the Williams Fire Authority and will continue as necessary to maintain the Zone 3 grass to a mowed height of 4 inches or less. No vegetation management will be conducted within Crotch's bumble bee avoidance areas.

  Vegetation management shall be implemented through mechanical cutting (mowing and trimming). The Vegetation Management and Wildfire Prevention Plan shall require installation and proper maintenance of access roads/fire breaks throughout the Project site, regularly conducting inspections of the Project components, properly storing flammable materials, requiring that UL Listed Portable Fire Extinguishers of the appropriate type be located throughout the Project site, and/or the installation of sprinkler heads where determined necessary.

- **Emergency Services Response Plan**. Prior to any building permit issuance, an ESRP shall be submitted to the Williams Fire Protection Authority and the County for review and approval. This ESRP shall adequately describe the Project design and layout

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according to as-built drawings, and detail specific fire suppression and protection measures that will be implemented in the entire facility, including the BESS, to eliminate fire hazards, as well as detailed information about the emergency response strategy so that first responders are well equipped to effectively respond to a call for service, if there were any. The ESRP will also take into account recommendations provided by the BESS supplier. The ESRP will also include defined roles and responsibilities. Measures could include but would not be limited to, coordination and communication procedures with the fire department and other first responders, shutdown procedures, site personnel training, identification of evacuation routes, traffic control, and maintenance of Safety Data Sheets. The ESRP will be made to the satisfaction of and require approval from the Williams Fire Protection Authority Fire Chief. Such measures shall include but not be limited to the following:

  - On-site water storage shall include two 25,000-gallon water storage tanks with hose and truck hook-ups connections compatible with responding fire apparatus. The source and supply for the water shall be clearly identified.
  - Battery container spacing shall be determined based on UL 9540A test data, manufacturer recommended separations, and potentially a heat flux analysis utilizing computational fluid dynamic modeling software. The computational fluid dynamic modeling shall be submitted for review and approval.
  - The battery containers shall receive a UL 9540 certification. If a UL 9540 certification cannot be provided, a Nationally Recognized Testing Laboratory, approved by the Williams Fire Protection Authority and qualified to conduct the field testing, shall conduct a field evaluation of one typical system utilizing the field evaluation procedures detailed by that testing laboratory, as approved by the Williams Fire Protection Authority. Upon passing the field test, the testing laboratory shall provide a label certifying that the system has been evaluated to UL 9540 standards and meets or exceeds these standards. The Project Owner is responsible for making any and all required changes to the battery storage units to obtain the UL 9540 certification or the testing equivalent to the satisfaction of the Williams Fire Protection Authority. Should the Project Owner place on the site more than one battery storage prior to obtaining approval of the Williams Fire Protection Authority of the UL 9540 certification or the testing equivalent, it does so at its own risks and no battery storage unit shall be connected, operational, and/or energized in any way until such certification approval is obtained and any required modifications have been made to the satisfaction of the Williams Fire Protection Authority. Should the test battery storage unit require being connected and/or energized to perform the field certification testing, the Williams Fire Protection Authority may approve said connection and/or energization based on its sole discretion subject to any additional requirements.

- Compliance with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis.
- As part of the siting and design of the BESS, a setback of more than 500 feet shall be included to prevent Spring Valley Road from being closed to two-way through traffic in

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the event of an emergency response at the Project site. Prior to fire permit issuance, the setback and access shall be reviewed and approved by the WFPA Fire Chief.

- In addition to what is included in the ESRP, the Applicant will be required to provide training on how to adequately respond to a fire event on the Project site to the WFPA. The Applicant may also provide appropriate training to and surrounding jurisdictions that may potentially respond to a call for service at the Project site.

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would include an equivalent number of solar panels, battery enclosures, and associated infrastructure as the proposed Project. The NPDES Construction General Permit and other existing regulatory requirements would be implemented for this alternative, and impacts would be less-than-significant and similar to the proposed Project (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on hazards and hazardous materials that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on hazards and hazardous materials.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on hazards and hazardous materials.

HYDROLOGY AND WATER QUALITY

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality (Impact 4.10-1, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR).

The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. (Impact 4.10-2, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR).

The Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious

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surfaces, in a manner which would either result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, and/or impede or redirect flood flows (Impact 4.10-3, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR).

The Project would not be in flood hazard, tsunami, or seiche zones, or risk release of pollutants due to the Project inundation (Impact 4.10-4, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR)

The Project would not conflict with or obstruct implementation of water quality control plan or sustainable groundwater management plan (Impact 4.10-5, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR)

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would disturb more land than the proposed Project, resulting in greater potential for water use, runoff, and impacts to hydrology and water quality compared to the proposed Project. However, the NPDES Construction General Permit and other existing regulatory requirements would apply to this alternative, and impacts would be less-than-significant. Water needs during construction and decommissioning would be greater than the proposed Project, but impacts to groundwater supplies would remain less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to hydrology and water quality that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on hydrology and water quality that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on hydrology and water quality.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

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The proposed Project would not have a significant and unavoidable cumulative environmental impact on hydrology and water quality.

LAND USE AND PLANNING

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not physically divide an established community. (Impact 4.11-1, as described in Section 4.11.4, *Land Use and Planning* in the EIR).

The Project would not cause significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect (Impact 4.11-2, as described in Section 4.11.4, *Land Use and Planning* in the EIR).

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would include more ground disturbance but would not divide an established community or impact land use policies or regulations. Impacts to land use would be similar to the proposed Project and would be less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to land use that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on land use that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on land use.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on land use.

MINERAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

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The Project would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the State. (Impact 4.12-1, as described in Section 4.12.4, *Mineral Resources* in the EIR).

The Project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. (Impact 4.12-2, as described in Section 4.12.4, *Mineral Resources* in the EIR).

Undergrounded Gen-Tie Alternative

The gen-tie route would not occur in an area that is delineated as a locally important mineral resource (DOC 2000), such that the Undergrounded Gen-Tie alternative would have no impact on Mineral Resources, similar to the Project (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to mineral resources that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on mineral resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on mineral resources.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on mineral resources.

NOISE

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not expose people residing or working in the Project area to excessive noise levels. (Impact 4.13-3, as described in Section 4.13.4, *Noise* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

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Potentially Significant Effect

The Project could result in generation of a substantial temporary or permanent increase in the ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies (Impact 4.13-1).

Description of Potentially Significant Impact

Construction and Decommissioning

Construction is anticipated to occur during a period of approximately 11 months, starting in approximately July 2025. Project construction would consist of five major stages. The first stage would include mobilization, site preparation, fencing, and laydown. The second stage would involve excavation, trenching and trench backfill. The third stage includes the installation of cables and utilities. The fourth stage includes the construction of the inverters, PV modules, and BESS, and also includes commissioning and testing.

The construction of the Project may cause short-term, but unavoidable noise impacts that could be loud enough at times to temporarily interfere with speech communication outdoors and indoors with windows closed at non-participating receptor NSA-2, and participating receptors NSA-4 and NSA-5. The noise levels resulting from the construction activities would vary significantly depending on several factors such as the type and age of equipment, specific equipment manufacture and model, the operations being performed, and the overall condition of the equipment and exhaust system mufflers. Project related semi-truck construction traffic and offsite construction shall be limited to Mondays through Friday 7:00 am to 7:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturday and Sundays. Furthermore, all reasonable efforts would be made to minimize the impact of noise resulting from construction activities including the implementation of standard noise reduction measures included as mitigation measure NOISE-1. Due to the infrequent nature of loud construction and decommissioning activities at the site, the limited hours of construction, and the implementation of mitigation measure NOISE-1, the temporary increase in noise due to construction and decommissioning is considered to be a less than significant impact.

Operation

Cadna-A allows for three basic types of sound sources to be introduced into the model: point, line, and area sources. Each noise-radiating element was modeled based on its noise emission pattern. Larger dimensional sources such as the transformers and inverters were modeled as area sources. The output from Cadna-A includes tabular sound level results at selected receiver locations and colored noise contour maps (isopleths) that show areas of equal and similar sound levels.

Off-site topography was obtained using the publicly available United States Geological Survey digital elevation data. A default ground attenuation factor of 0.5 was assumed for off-site sound propagation over acoustically "mixed" ground. The Project's general arrangement was reviewed and directly imported into the acoustic model so that on-site equipment could be easily identified;

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buildings and structures could be added; and sound emission data could be assigned to sources as appropriate.

The primary noise sources during operations are the inverters, transformers, battery storage heating, ventilation, and air conditioning (HVAC) units, and battery storage inverters. It is expected that all equipment would operate during the daytime period. During the nighttime period the BESS would discharge electricity resulting in the operation only of the battery storage HVAC units, battery storage inverters, and substation transformer. It is assumed that the solar panel inverters and the solar panel inverter distribution transformers would not operate during the nighttime period. Reference sound power levels input to Cadna-A were provided by equipment manufacturers, based on information contained in reference documents or developed using empirical methods. The source levels used in the predictive modeling are based on estimated sound power levels that are generally deemed to be conservative. The projected operational noise levels are based on Applicant-supplied sound power level data for the major sources of equipment.

As NSA-4 and NSA-5 are participating receptors, Table 4.13-9 shows the highest daytime property noise levels will be 34 dBA at NSA-2 and NSA-3, and Table 4.13-10 shows the highest nighttime property noise level will be 28 dBA at NSA-3. These levels comply with the Colusa County Noise Element daytime threshold limit of 50 dBA, as well as the nighttime threshold of 45 dBA These levels also comply with the Colusa County Zoning Code daytime threshold limit of 55 dBA and nighttime threshold limit of 50 dBA for residential zoned land as well as the daytime threshold of 60 dBA and nighttime threshold of 55 dBA for agricultural zoned land.

To enable interconnection, the Applicant would construct a new, approximately 4-mile-long 60 kV gen-tie line, partially located within existing County ROW along Walnut Drive and Spring Valley Road, that would extend from the Project site to the PG&E Cortina Substation. When a transmission line is in operation, an electric field is generated in the air surrounding the conductors, forming a corona. The corona results from the partial breakdown of the electrical insulating properties of the air surrounding the conductors. When the intensity of the electric field at the surface of the conductor exceeds the insulating strength of the surrounding air, a corona discharge occurs at the conductor surface, representing a small dissipation of heat and energy. Some of the energy may dissipate in the form of small local pressure changes that result in audible noise or in radio or television interference. Audible noise generated by corona discharge is characterized as a hissing or crackling sound that may be accompanied by a 120 Hz hum. Slight irregularities or water droplets on the conductor and/or insulator surface accentuate the electric field strength near the conductor surface, thereby making corona discharge and the associated audible noise more likely. Therefore, audible noise from transmission lines are generally a foulweather phenomenon that results from wetting of the conductor. However, during fair weather, insects and dust on the conductors can also serve as sources of corona discharge.

The audible noise associated with transmission lines decreases as the line voltage decreases; the audible noise associated with the 60-kV line is lower than 34 dBA. This noise level of the 60 kV

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line would comply with the County's noise limits. Therefore, operational noise associated with the Project would be less than significant.

Finding

The Project has the potential to expose persons to or generate noise levels in excess of standards established in any applicable plan or noise ordinance, or applicable standards of other agencies. The Project proponent would implement mitigation measure NOISE-1 (described below) to further reduce any potential noise impacts.

Level of Significance with Mitigation Incorporated

Implementation of mitigation measure NOISE-1 would reduce potential impacts to less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure NOISE-1 (described below) would reduce potential impacts to less than significant.

NOISE-1: The Project shall implement the following construction management protocols to minimize noise impacts during construction:

- Use temporary noise walls that provide 10 to 15 dB of reduction so that construction noise does not exceed 86 dBA at the Project boundary;
- Maintain all construction tools and equipment in good operating order according to manufacturers' specifications;
- Limit use of major excavating and earth-moving machinery to daytime hours;
- Schedule construction activity during normal working hours on weekdays when higher sound levels are typically present and are found acceptable. Some limited on-site activities may be allowed provided that the standards of Table 1 of Chapter 13-6 of the County Code at the property line are not exceeded;
- Equip any internal combustion engine used for any purpose on the job or related to the job with a properly operating muffler that is free from rust, holes, and leaks;
- For construction devices that utilize internal combustion engines, ensure the engine's housing doors are kept closed, and install noise-insulating material mounted on the engine housing consistent with manufacturers' guidelines, if possible;
- Limit possible evening shift work to low noise activities such as welding, wire pulling, and other similar activities, together with appropriate material handling equipment provided that the standards of Table 1 of Chapter 13-6 of the County Code at the property line are not exceeded;

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- A vibratory pile driver will be used for any pile driving activities occurring within 160 feet of a residential structure;

- Impact pile driving occurring between 160 feet and 290 feet of a residential structure will be limited to 70 strikes per day; and

- Prior to construction, a single point of contact shall be identified and their contact information shall be provided to the County and adjacent property owners who shall receive all construction related complaints, including but not limited to noise, dust, and traffic. A single point of contact shall be assigned at all times during and after construction and shall be responsible for investigating and responding to all complaints.

Potentially Significant Effect

The Project could result in the generation of excessive groundborne vibration or groundborne noise levels (Impact 4.13-2).

Description of Potentially Significant Impact

Project construction would be completed in five work stages. This vibration level evaluated the worst-case vibration source, which would be the impact pile driver. Based on vibration propagation calculations, construction vibration levels are predicted to range from 0.0003 PPV inches per second (in/sec; 38 VdB) to 0.0307 PPV in/sec (78 VdB) at the non-participating NSAs, and 0.0015 PPV in/sec (52 VdB) and 0.0055 PPV in/sec (53 VdB) at the participating NSAs.

These levels are based on the worst-case vibration producing equipment and it is expected that other vibration generating equipment proposed for the Project construction would result in lower vibration levels. Vibration levels may be perceptible at the nearest non-participating sensitive receptors but will be below the maximum vibration level of 80 VdB. This level is considered acceptable for impacts to sensitive receptors.

Finding

The Project has the potential to result in the generation of excessive groundborne vibration or groundborne noise levels. The Project proponent would implement mitigation measure NOISE-1 (described above) to further reduce any potential noise impacts.

Level of Significance with Mitigation Incorporated

Implementation of mitigation measure NOISE-1 would reduce potential impacts to less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure NOISE-1 (described above) would reduce potential impacts to less than significant.

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Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would have greater construction noise compared to the proposed Project due to additional heavy equipment needed to excavate and bury the gen-tie line along the approximately 4-mile-long corridor. However, implementation of mitigation measure NOISE-1 would mitigate construction-related noise and impacts to less-than-significant levels. Operational noise would be the same as the proposed Project (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any potentially significant effects related to noise that could not be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on noise.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact associated with noise.

POPULATION/ HOUSING

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not induce substantial unplanned population growth in the area either directly (for example, by proposing new homes or businesses) or indirectly (for example, through the extension or roads or other infrastructure) (Impact 4.14-1, as described in Section 4.14.4, *Population/Housing* in the EIR).

The Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere (Impact 4.14-2, as described in Section 4.14.4, *Population/Housing* in the EIR).

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would require a similar workforce and duration of construction as the proposed Project, and is not expected to substantially affect population growth or housing demands in the County. The Undergrounded Gen-Tie alternative is not expected to induce population growth directly or indirectly and would have a less-than-significant impact to

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population and housing, similar to the Project. Like the Project, the Undergrounded Gen-Tie alternative would be located on agricultural land and would not displace people or existing housing (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to population/housing that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to population/housing that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on population/housing.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on population/housing.

PUBLIC SERVICES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services for fire protection, police protection, schools, parks, or other public facilities (Impact 4.15-1, as described in Section 4.15.4, *Public Services* in the EIR).

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would not result in an increase in population or the associated increase in demand on emergency services, police, schools, parks, and other public services. Impacts to public services would be similar to the impacts of the proposed Project (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

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B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to public services that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on public services that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on public services.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on public services.

RECREATION

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such as substantial physical deterioration of the facility would occur or be accelerated (Impact 4.16-1, as described in Section 4.16.4, *Recreation* in the EIR).

The Project would not include recreational facilities or require the constructions or expansion of recreational facilities which might have an adverse physical effect on the environment (Impact 4.16-2, as described in Section 4.16.4, *Recreation* in the EIR).

Undergrounded Gen-Tie Alternative

Construction workers who are available to work on the Undergrounded Gen-Tie alternative would most likely reside in the region. Therefore, this alternative would not result in population growth within Colusa County and would not affect the County's ability to meet the existing demand for park and recreation services, similar to the proposed Project (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

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The proposed Project would not have any environmental effects related to recreation that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on recreation that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on recreation.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on recreation.

TRANSPORTATION

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). (Impact 4.15-2, as described in Section 4.15.4, *Transportation* in the EIR).

The Project would not result in inadequate emergency access (Impact 4.15-4, as described in Section 4.15.4, *Transportation* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities (Impact 4.17-1).

Description of Potentially Significant Impact

Given the remoteness of the Project site, the local roads are believed to have far fewer vehicles than their capacity. Applying the conservative estimate of 800 vehicles per day under current conditions, during the peak hour there would be 80 or fewer vehicles on the road using the Highway Capacity Manual standard estimation method of peak hour being 10 percent of the total daily trips. The Highway Capacity Manual capacity for a single free flow lane is 1,800 vehicles per hour (TRB 2016). These intersections are two-way stop-controlled intersections, such that they have one free-flowing lane in each direction. The estimated total number of vehicles during the

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peak hours, taking into account 80 vehicles per hour at Walnut Drive currently, plus 150 vehicles generated by Project construction, would be 230 and is conservatively estimated to be up to 310 vehicles. The actual capacity of the intersection is far less than the sum of the two lanes, since there would be a break in the traffic for stopped vehicles; however, the estimated 230 to 310 vehicles during the peak hour is far below the capacity of the infrastructure, and the roadways surrounding the Project site would still function desirably during Project construction.

The Project has the potential to impact transportation resources. With the implementation of mitigation measure TRANS-1, a pre- and post-Project inspection would be conducted to determine if any damage was caused to the construction routes. If the inspections conclude that the Project resulted in damage to the construction routes, the roadways would be repaired by the Applicant. Therefore, impacts to roadways would be temporary and reduced to less than significant with mitigation.

Because the existing roadways would still be functioning under their estimated capacity, there would be no need to mitigate for traffic and a Traffic Management Plan is not anticipated to be needed for this Project.

During the construction phase, service roads would be constructed in between the solar arrays and around the Project site. Signage indicating the speed limit and stop signs would be posted where appropriate. Due to the remoteness of the Project site, it is not expected to interfere with any bicycle or pedestrian facilities.

The proposed Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Therefore, the Project impact would be less than significant.

Finding

The Project has the potential to significantly impact transportation resources. These impacts would be reduced to a less than significant level with the implementation of mitigation measure TRANS-1, described below.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure TRANS-1 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure TRANS-1 (described below), would reduce impacts to less than significant levels.

TRANS-1: Road Inspection and Repairs

Prior to construction activities beginning and building permit issuance, the Applicant shall conduct a pre-Project inspection of the construction access routes approved by the Colusa County Public

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Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the pre-Project inspection documentation shall be submitted to the Public Works Director.

Following completion of the construction activities, the Applicant shall conduct a post-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the post-Project inspection documentation shall be submitted to the Public Works Director. Damage to streets to the extent determined to have been caused by Project construction traffic shall be repaired to the satisfaction of the Public Works Director.

The pre-Project and post-Project inspection requirements detailed herein shall also be performed just before and immediately after project decommissioning to address any road damage as a result of decommissioning construction traffic.

Potentially Significant Effect

The Project could substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment) (Impact 4.17-3).

Description of Potentially Significant Impact

Some of the heavy construction equipment and facility materials may be transported to the site by oversize vehicles. The use of oversize vehicles during construction can create a hazard to the public by limiting motorist views on roadways and by the obstruction of space.

Oversize vehicle loads must comply with permit-related and other requirements of the California Vehicle Code and California Streets and Highway Code. California Highway Patrol and Colusa County may require oversize load permits which would specify if California Highway Patrol escorts are required during oversize vehicle trips. Due to the rural nature of the area roads and relatively low traffic volumes, construction vehicles are not anticipated to cause hazards to other roadway users traveling to and from the Project site. Furthermore, the Project would not include a design feature or utilize vehicles with incompatible uses that would create a hazard on the roadways surrounding the Project site.

Access to the Project site would be provided from SR 20, Walnut Drive and Spring Valley Road. Design and construction of Project access road intersections would be required to conform with Colusa County standards, ensuring that corner sight distance requirements are followed (though the relatively flat terrain is assumed to not make sight distance an issue of concern). Additionally, mitigation measure TRANS-2, requiring coordination with Caltrans and the County to locate the appropriate placement of construction warning signs, would be implemented. These design and construction requirements would ensure that Project elements would not increase transportation-related hazards. Impacts associated with transportation-related hazards resulting from a Project geometric design feature or incompatible uses would be less than significant.

Finding

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The Project has the potential to significantly impact transportation resources. These impacts would be reduced to a less than significant level with the implementation of mitigation measure TRANS-2, described below.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure TRANS-2 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure TRANS-2 (described below) would reduce impacts to less than significant levels.

TRANS-2: Construction Warning Signs

Prior to construction activities commencing, the Applicant shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for construction warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Colusa County Community Development Director for review and approval prior to construction commencing.

Undergrounded Gen-Tie Alternative

While the Undergrounded Gen-Tie alternative would disturb additional area to bury the gen-tie, the worker trips would be the same as the proposed Project, such that impacts to transportation would be similar to the proposed Project. Through the implementation of mitigation measure TRANS-1, impacts that may occur would be reduced to less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on transportation that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would result in less than significant cumulative impacts on transportation with the implementation of mitigation measures TRANS-1 and TRANS-2.

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Finding

The proposed Project has the potential to result in cumulative impacts to transportation. The implementation of mitigation measures TRANS-1 and TRANS-2 would reduce this impact to less than significant level.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures TRANS-1 and TRANS-2, cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures TRANS-1 and TRANS-2 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on transportation.

TRIBAL CULTURAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not have tribal cultural resource impacts that are considered no impact or less than significant impact.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k); or a resource determined by the lead agency in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (s) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code 5024.1, as the CEQA lead agency, has considered the significance of the resource to a California Native American tribe. (Impact 4.18-1, as described in Section 4.18.4, *Tribal Cultural Resources* in the EIR).

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Description of Potentially Significant Impact

The combined NWIC record searches, NAHC SLF search, and Phase I field survey (see Section 4.5), and tribal notifications did not identify any tribal cultural resources listed in a local register, or eligible or listed as eligible to the CRHR within the Project Area. Per Assembly Bill 52 (21080.3.1), the County sent Project consultation letters to the following tribal governments on June 21, 2024:

- Wayne Mitchum Jr., Tribal Chairman, The Colusa Indian Community Council
- Charlie Wright, Chairperson, Cortina Rancheria – Kletsel Dehe Band of Wintun Indians
- Anthony Roberts, Chairperson, Yocha Dehe Wintun Nation
- Glenda Nelson, Chairperson, Estom Yumeka Maidu Tribe – Enterprise Rancheria
- Ronald Kirk, Chairperson, Grindstone Rancheria of Wintun-Wailaki
- Andrew Alejandre, Chairperson, Paskenta Band of Nomlaki Indians
- Stephanie L. Reyes, Tribal Historic Preservation Officer, Middletown Rancheria of Pomo Indians

A request for consultation was received from the Yocha Dehe Wintun Nation, dated August 30, 2024 outside of the 30-day formal consultation timeframe. Discussions with the Yocha Dehe Wintun Nation is ongoing. Mitigation measures to include worker cultural sensitivity training and tribal monitors to be present during Project construction have been included in anticipation of the ongoing consultation with the Yocha Dehe Wintun Nation (see Section 4.5 Cultural Resources).

The Project has the potential to impact tribal cultural resources; however, implementation of mitigation measures CUL-1 (Cultural Resource Worker Education/Training), CUL-2 (Inadvertent Discovery of Archaeological Resources During Construction), and CUL-3 (Native American Tribal Consultation and Monitoring), would ensure that tribal cultural resources would be appropriately addressed, thereby reducing any significant impacts to less than significant. Thus, the Project is proposed to have less than significant impacts after mitigation.

Finding

The Project could cause a substantial adverse change in the significance of a tribal cultural resource. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3, as described under Findings for Cultural Resources, above, would reduce impacts to a less than significant level.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

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CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above under Findings for Cultural Resources) would reduce impacts to less than significant.

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would include greater ground disturbance to excavate an approximately 4-mile-long corridor to bury the gen-tie line, resulting in the greater potential to encounter tribal cultural resources than with the proposed Project. Implementation of mitigation measures CUL-1 through CUL-3 would mitigate impacts to a less-than-significant level (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on tribal cultural resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The proposed Project would have a significant cumulative environmental impact on tribal cultural resources.

Description of Potentially Significant Impact

Development of the proposed Project, in combination with other projects in the area, has the potential to contribute to a cumulatively significant tribal cultural resources impact due to the potential loss of tribal cultural resources unique to the region. However, as discussed above, no tribal cultural resources have been identified in the Project site and the proposed Project would not have a significant impact on tribal cultural resources after mitigation. Therefore, the proposed Project's incremental effect is not cumulatively considerable when viewed in connection with the effects of other closely related past projects, the effects of other current projects and the effects of probable future projects; thus, the proposed Project would not have a cumulatively considerable contribution to impacts to tribal cultural resources.

Finding

The Project has the potential to contribute to a cumulatively significant tribal cultural resources impact. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above) would reduce cumulative impacts to less than significant.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3, cumulative impacts would be less than significant.

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Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above) would reduce cumulative impacts to less than significant.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on tribal cultural resources.

UTILITIES AND SERVICE SYSTEMS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects (Impact 4.19-1, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years (Impact 4.19-2, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would not result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing commitments (Impact 4.19-3, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals (Impact 4.19-4, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste (Impact 4.19-5, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

<u>Undergrounded Gen-Tie Alternative</u>

The Undergrounded Gen-Tie alternative would result in greater water demand during construction, and decommissioning than the proposed Project. However, it would generate similar sanitary and solid waste as the proposed Project. Similar to the proposed Project, the Undergrounded Gen-Tie alternative would, therefore, have less-than-significant impacts to utilities (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

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B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to utilities and service systems that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects related to utilities and service systems that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on utilities and service systems.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on utilities and service systems.

WILDFIRE

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. (Impact 4.20-1, as described in Section 4.20.4, *Wildfire* in the EIR).

The Project, located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes (Impact 4.20-4, as described in Section 4.20.4, *Wildfire* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildlife due to slope, prevailing winds, and other factors (Impact 4.20-2).

Description of Potentially Significant Impact

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Construction and Decommissioning

During Project construction and decommissioning, the primary fire hazards would be heat or sparks from vehicles and construction equipment. These hazards could potentially ignite dry vegetation at the site, especially during the warmer, dry months between June and October.

Additionally, construction activities such as welding and grinding could generate sparks which would increase the likelihood of ignition. Therefore, dependent on the time of year and location of construction activities at the Project site, there could be a temporary increase in exacerbated fire risk in the area.

As discussed in Section 4.20.2 Regulatory Setting, wildfires release large amounts of air pollutants, which can pose as a harmful exposure to first responders such as firefighters, as well as the surrounding communities. Furthermore, environmental conditions such as slopes and winds can affect the spread of wildfire. As slopes increase and wildfires move uphill, the burn rate is increased. The Project site includes relatively flat topography surrounded by rolling hills, and sparse vegetation. Although there is topographical variation throughout the Project site and surrounding area, there are not steep slopes or significant elevation changes in the immediate vicinity of the Project site that could have the potential for fires to spread upslope. There are also no mapped landslides on or around the Project site, indicative of steep slopes that could exacerbate the spread of wildfire (DOC 2024). Existing regional wind conditions, such as the Diablo Winds, would not change significantly due to the construction or decommissioning activities of the Project. The regional wind patterns are a result of the larger landscape, including proximity to the California coast and higher-elevation mountain ranges (Fire Safe Marin 2024). The Project is not located in a mountainous area, nor does it include grading such that regional topography would change. While the Diablo Winds are possible at the Project site, the wind speeds are expected to be less severe compared to areas within and west of the coastal range (Appendix K). Regardless, fire behavior in the grass fuels present within and adjacent to the Project site reaches maximum severity at wind speeds of roughly 20 mph. Therefore, the maximum 22 mph wind speed utilized for the fire behavior modeling is considered the most extreme possible fire behavior. Furthermore, as described in mitigation measure FIRE-1, the vegetation across the Project site would be maintained in accordance with the Project's Vegetation Management and Wildfire Prevention Program to a level similar or below the existing conditions, and include Fuel Modification Zones, as described in Appendix K, that would minimize the potential for an on-site fire to spread off-site. While the use of vehicles and equipment on the Project site could introduce an ignition source that could lead to the spread of wildfire, the risk of such an impact would be low. Due to the short-term duration of construction as well as the relatively flat topography and lack of steep slopes in the immediate vicinity of the Project site, adequately managed vegetation on-site and distance to population centers, a potential ignition from Project construction is not likely to lead to the spread of wildfire. Although fire risk is present in the region and there is a history of fires occurring within the County as described in Section 4.20.1.3 above, the Project would not include any occupants that could be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. Accordingly, impacts would be less than significant.

Operation

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The Project would include a BESS and other supporting electrical equipment elements that may be susceptible to fire. However, the BESS used on-site would be designed, operated, and ultimately disposed of in compliance with all applicable requirements including the California Fire Code, Section 608 of the IFC, which has been adopted by the State of California, Colusa County, and the WFPA, to minimize risk of fire from stationary BESS and contain fire in the event of such an incident, and Article 480 of the National Electrical Code, which identifies insulation and venting requirements for stationary storage batteries to further reduce potential fire risk. Additionally, the BESS would include multi-layer fire safety and protection systems (see the BESS design and safety features detailed in Section 4.9.1.4 of Section 4.9, Hazards and Hazardous Materials). Additionally, Project design features such as Fuel Modification Zones, as described in Appendix K, and vegetation management, as outlined in mitigation measure FIRE-1, would significantly reduce the risk and intensity of a fire on-site, compared to the current Project site conditions. Intermittent maintenance activities could increase the potential for ignition on-site due to the presence of vehicles and use of equipment; however, the Project would not include any occupants that could be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. Project operational activities would also not significantly change the region's existing wind conditions, such as the Diablo Winds, and therefore, not result in a significant impact to existing wildfire risks. Accordingly, impacts would be less than significant.

Finding

The proposed Project has the potential to expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildlife, due to slope, prevailing winds, and other factors. However, these impacts would be reduced to a less than significant level with the implementation of mitigation measure FIRE-1, described above under Findings for Hazards and Hazardous Materials impacts.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure FIRE-1, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1, described above under Findings for Hazards and Hazardous Materials impacts, would reduce impacts to less than significant levels.

Potentially Significant Effect

The Project could require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment (Impact 4.20-3).

Description of Potentially Significant Impact

The Project would require water for dust suppression during construction and decommissioning activities as well as for emergency fire suppression during operation of the Project. In accordance with mitigation measure FIRE-1, as detailed below, which requires the development of a

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Vegetation Management and Wildfire Prevention Plan that specifies that the site should be free of combustible vegetation with ground cover maintained to a maximum height of 12 inches adjacent and beneath the solar racking, and include Fuel Modification Zones around the BESS and Substation, and outside of the PV solar arrays, as well as along the project site perimeter.

The Project would also employ an Emergency Services Response Plan (ESRP), and two 25, 000-gallon water storage tanks would be constructed on-site with hose and truck hook-up connections compatible with responding fire apparatus. Additionally, the Emergency Services Response Plan would include measures that could include but would not be limited to, coordination and communication procedures with the fire department and other first responders, shutdown procedures, site personnel training, identification of evacuation routes, traffic control, and maintenance of Safety Data Sheets. The Project would also include powerlines (including the proposed gen-tie line) and other electrical components, such as transformers, inverters, substations, maintenance vehicles, gas/electric-powered machinery, and batteries. The proposed gen-tie line would be required to comply with transmission vegetation management standards established by North American Electric Reliability Corporation (NERC). Additionally, fire breaks would be required along the Project boundary.

The Project would be designed in compliance with federal, state, and local fire protection codes and regulations, which would minimize the potential for the occurrence of fire. The Project, including the BESS, would have a fire rating in conformance with local fire authority (WFPA) and County standards, via compliance with the 2022 California Fire Code. The Project's fire protection design will also comply with California Fire Code Section 1207 Electrical Energy Storage Systems, which adopts the NFPA Standard for the Installation of Stationary Energy Storage Systems (NFPA 855). Project maintenance and operation may introduce potential ignition sources, such as transformers, inverters, electric transmission line (including the gen-tie line), substations, maintenance vehicles, gas/electric-powered machinery, and batteries. However, the potential fire risk is low for these Project components due to stringent protections set forth in the California Fire Code. All battery components for the BESS would be installed on steel pile, gradebeam, or concrete foundations and contained within metal enclosures to minimize the potential for sparks or ignition. Fire detection measures would be incorporated in the Project design in accordance with NFPA safety standards. Vegetation management would also occur along the gen-tie corridor and around the associated transmission towers in accordance with the 2022 California Fire Code and California Public Resources Code (PRC) requirements.

As related to the BESS, the selected battery technology for the Project would comply with UL 9540A testing as required by mitigation measure FIRE-1. UL 9540A testing is performed by the battery manufacturer/vendor to prevent thermal runaway and mitigate fire risk. Some of the measures to mitigate fire risk include ventilation, air conditioning, early smoke detection, alarms, and remote monitoring. The Project's BESS would also be equipped with a Battery Management System, which would constantly track indicators such as temperature, gas, and smoke.

These measures (e.g., dust suppression) and Project components (i.e., batteries and gen-tie) are considered to be part of the Project. Accordingly, the environmental impacts that could result from Project measures and components have been analyzed throughout this EIR, and no additional impacts (beyond those that are identified in this EIR) would occur. The Project would not require

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the installation or maintenance of associated infrastructure outside of these Project measures and components included as part of the Project and analyzed in this EIR.

However, the Project components themselves would exacerbate fire risk on the Project site and impacts would be significant without mitigation. Accordingly, the Project would include mitigation measure FIRE-1, which requires the development of a Vegetation Management and Wildfire Prevention Plan and an Emergency Services Response Plan. Implementation of these plans would mitigate fire risk from project components by developing protocols and best management practices for the Project as related to wildfire prevention, vegetation management, and emergency response. Furthermore, these plans would be developed with input from the County and the WFPA, and building permits would not be approved for the Project until these mitigation plans are approved by these authorities. With implementation of mitigation measure FIRE-1, the Project would have a less than significant impact related to the installation or maintenance of associated infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

Finding

The proposed Project has the potential to require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment However, these impacts would be reduced to a less than significant level with the implementation of mitigation measure FIRE-1 (described above under Findings for Hazards and Hazardous Materials impacts).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure FIRE-1, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1 (described above under Findings for Hazards and Hazardous Materials impacts) would reduce impacts to less than significant levels.

Undergrounded Gen-Tie Alternative

The Undergrounded Gen-Tie alternative would reduce potential ignition sources by burying the gen-tie line underground. On-site ignition sources would remain the same as the proposed Project. A Wildland Fire Management Plan would be developed as part of implementation of mitigation measure FIRE-1, such that wildfire impacts would be mitigated to less-than-significant (as described in Section 5.6.1, *Comparison of Alternatives* in the EIR).

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to wildfire that cannot be mitigated to a less than significant level.

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D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would result in less than significant cumulative impacts on biological resources with the implementation of mitigation measure FIRE-1.

Finding

The proposed Project has the potential to result in cumulative impacts to biological resources. The implementation of mitigation measure FIRE-1 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure FIRE-1, cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1 (described above under Findings for Hazards and Hazardous Materials impacts) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have significant and unavoidable impacts related to wildfire.

SECTION III. FINDINGS REGARDING CONSIDERATIONS WHICH MAKE CERTAIN ALTERNATIVES ANALYZED IN THE FINAL ENVIRONMENTAL IMPACT REPORT INFEASIBLE.

Implementation of the Project does not have the potential to have significant adverse effects on any resources; however, per the state CEQA Guidelines, this section discusses alternatives that are capable of avoiding or substantially lessening effects on resources. The following findings and brief explanation of the rationale for the findings regarding project alternatives identified in the EIR are set forth to comply with the requirements of Section 15091(a)(3) of the CEQA Guidelines.

The consideration of alternatives is an integral component of the CEQA process. The selection and evaluation of a reasonable range of alternatives provides the public and decision-makers with information on ways to avoid or lessen environmental impacts created by a proposed Project. When selecting alternatives for evaluation, CEQA requires alternatives that meet most of the basic objectives of the project, while avoiding or substantially lessening the project's significant effects. Thus, objectives for the proposed project were considered in evaluating the alternatives. These objectives are as follows:

1. Establish a solar PV power generation and BESS facility, including supporting infrastructure, of a sufficient size and configuration to produce up to 80 MWAC of electricity at the POI in a cost-competitive manner.

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2. Assist California utilities in meeting their obligations under California's Renewable Portfolio Standard (RPS) Program and Senate Bill 100 (SB 100), which calls for 100 percent of all electricity sold in California to come from carbon-free resources by 2045, including 60 percent renewables by 2030.
3. Assist California utilities in meeting their obligations under the California Public Utilities Commission (CPUC) Energy Storage Framework and Design Program.
4. Establish an environmentally beneficial and economically viable use of the Project site in light of its limited access to water.
5. Develop a solar PV power generation and BESS facility in proximity to established electrical infrastructure to minimize environmental impacts and efficiently interconnect to the electrical grid.
6. Facilitate cost-effective grid integration of intermittent and variable solar PV generation and minimize line losses associated with off-site storage by co-locating a BESS with the solar PV generation facility at the Project site.
7. Develop a solar PV power generation and BESS facility in Colusa County, which would support the economy by investing in the local community, creating local construction jobs, and increasing tax and fee revenue to the County.

NO PROJECT ALTERNATIVE

The CEQA Guidelines require EIRs to include a No Project Alternative for the purpose of allowing decision makers to compare the effects of approving the proposed Project versus a No Project Alternative. In the No Project Alternative, the existing environmental setting would be maintained. Changes to the setting, including changes to the landscape (e.g., visual resources, habitat, and land use/agriculture); Project-related impacts, such as construction noise, traffic, and air emissions, would not occur; and potential ground disturbance impacts to cultural and tribal resources and wildlife habitat would not occur. Additionally, the environmental benefits associated with energy resources and GHG reduction related to renewable energy generation and storage would not be realized from solar and BESS development of the site.

Under the No Project Alternative, all Project-related impacts would be avoided due to the lack of development of the Project site. There would be no new impacts to the environment. No feasibility issues have been identified which would eliminate the No Project Alternative from consideration; however, the No Project alternative would not meet any of the Project objectives.

Finding

The No Project Alternative would result in the continuation of existing conditions on the proposed Project site. This would be the environmentally superior alternative as no impacts would occur if the proposed Project site were to remain undeveloped. However, the seven Project objectives would not be met, and the environmental benefits associated with energy reliability and associated GHG reduction would not be realized from development of the Project site as a solar and BESS facility.

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DISTRIBUTED SOLAR ALTERNATIVE

The Distributed Solar alternative would develop solar PV facilities on the existing rooftops throughout Colusa County and would not include energy storage, such as the BESS included in the proposed Project. The Distributed Solar alternative was selected for analysis because it would eliminate the need to site energy generation and storage on property currently used for grazing and because it would reduce other environmental impacts compared to the proposed Project.

Finding

The Distributed Solar alternative would have similar but slightly reduced impacts compared to the Project, due to elimination of ground disturbance. However, the energy generation would be reduced, take longer to achieve, and would require many individual projects with varying capacities, such that the number of individual projects and their likelihood of being built is difficult to predict or guarantee. Further, neither the Project applicant nor the County controls access to the quantity of privately-owned rooftops within the County's jurisdiction that would be necessary to support generating even a portion of the 80 MW of electricity that is an essential Project objective; thus, it is unlikely that this alternative could be feasibly implemented. The Distributed Solar alternative would not efficiently meet the Project Objectives to generate 80 MW of electricity at the POI (Project Objective 1), it would not include BESS that would assist meeting the CPUC Energy Storage Framework and Design Program (Objective 3), and would not be economically viable to develop or commercially financeable (Project Objective 4) due to its reduced capacity and unpredictable implementation, and it would generate less economic benefits to the County (Project Objective 7). It would potentially be feasible, but not an efficient or effective alternative.

SOLAR ONLY ALTERNATIVE

The Solar Only alternative would build an 80 MW solar PV facility without the BESS. The Solar Only alternative was selected for analysis as it would reduce certain environmental impacts by disturbing approximately 4 acres less than the proposed Project. This alternative would not meet a majority of the Project objectives.

Finding

The Solar Only alternative would disturb 4 fewer acres than the proposed Project. Impacts to air quality, biological resources, cultural resources, geological and paleontological resources, hazards, hydrology, noise, tribal resources, and wildfire would be less than the proposed Project. However, without the inclusion of the BESS, Project Objectives 1, 3, 4, 5, 6, and 7 would not be met. Under this alternative, BESS facilities would not be included, such that this alternative would not stablish a solar PV power generation and BESS facility (Objective 1), assist California utilities to meet their obligations under CPUC's Energy Storage Framework and Design Program (Objective 3), reduce the environmental benefits of providing reliable energy to the grid that would also make the Project economically viable (Objective 4), or include BESS in proximity to established electrical infrastructure (Objective 5). The Solar Only alternative would not facilitate cost-effective grid integration of intermittent and variable solar PV generation (Objective 6) or develop a solar PV power generation and BESS facility in Colusa County, which would support the

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economy by investing in the local community, creating local construction jobs, and increasing tax and fee revenue to the County (Objective 7).

UNDERGROUND GEN-TIE ALTERNATIVE

The Undergrounded Gen-Tie alternative would place the gen-tie line connecting the energy generating facilities to the PG&E Cortina Substation underground rather than overhead. The Undergrounded Gen-Tie alternative was selected for analysis to reduce some of the environmental impacts; however, due to the additional ground disturbance compared to the proposed Project, some environmental impacts would be increased. However, this alternative would not meet a majority of the Project objectives and is infeasible as further described below.

Finding

Standard industry practices favor overhead lines due to their lower costs, ease of maintenance, and faster installation timelines, all of which are critical for adhering to project schedules, minimizing upfront costs, and avoiding costly delays. An underground transmission line can cost between 2.5 and 10 times more than an equivalent overhead transmission line (SCE 2024) meaning that a conservative estimate would be that constructing the gen-tie in the Underground Gen-tie Alternative would likely cost at least five times more to construct than the overhead gen-tie line considered by the Project. Other estimates place the cost for constructing new overhead transmission ranging from $1 million to $11 million per mile while the cost to convert existing overhead transmission to underground is between $6 million to $100 million per mile (CPUC, 2019). Under the Underground Gen-tie alternative, construction schedule would take longer, which would negatively impact the Project's ability to come online, but also to meet deliverability and resource adequacy targets as well as contribute to California's RPS goals as outlined in Objective 2. Underground lines are more challenging and costly to maintain and repair. The complexities surrounding such repairs may involve lengthy repair processes that would directly result in financial losses for the Project, further reducing the economic feasibility of this alternative.

Based on the analysis above, the Underground Gen-tie alternative is economically infeasible and therefore would not accomplish Project Objectives 1, 4, and 6, as it would require significantly greater capital expenditures than those required by the Project. Furthermore, even though the Underground Gen-tie alternative would result in less of an impact to Wildfire, it would substantially increase the amount of ground disturbance due to excavating, trenching, and backfilling and therefore would result in greater impacts to Air Quality, Biological Resources, Cultural Resources, Energy, Geology, Soils, and Paleontology, Hydrology and Water Quality, Noise, Tribal Cultural Resources, and Utilities, making it a less favorable alternative to the Project.

NORTHEAST SITE ALTERNATIVE

The Northeast Site alternative would relocate the Project to the Northeast Site, which consists of 15 contiguous parcels totaling approximately 917 acres (approximately 31 acres larger than the Project site) and is located approximately 5 miles northeast of the Project site, on the north side of Highway 20 and just west of Williams. See Figure 5-1. It is anticipated that a larger amount of acreage would be used for solar, BESS, and ancillary facilities compared to the proposed Project's

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666 acres due to environmental constraints. For example, the Northeast Site Alternative would likely require set-aside areas for giant garter snake (*Thamnophis gigas*) and the 100-year floodplain along the existing agricultural canals such that solar arrays would be required to be distributed throughout the site, rather than concentrated in a single area. The scattered distribution of solar arrays would result in less efficient production of electricity and, additionally, a significant decrease in capacity compared to the proposed Project's 80 MW. The Northeast Site alternative was selected for analysis because of past diligence undertaken when reviewing potential sites. It should be noted that the Applicant does not have the Northeast Site under site control and there is no certainty that it could do so.

Finding

The Northeast Site alternative would disturb a larger amount of acreage compared to the proposed Project. Therefore, impacts associated with ground disturbance would be greater to those of the proposed Project. Impacts to agriculture would be significant and greater than the proposed Project, due to the Northeast Site's occurrence on prime farmland. Biological impacts would also be expected to increase due to the presence of potential habitat for the giant garter snake (*Thamnophis gigas*), a federal and state threatened species in addition to the special status species that would be anticipated to be on both the Project site and this alternative site. The Northeast Site alternatives would increase environmental impacts and would not be as economically viable (Objective 4) as the Project. It would not develop a solar PV power generation and BESS facility in proximity to established electrical infrastructure (Objective 5) and would require the gen-tie line cross State Highway 20. While the Northeast Site alternative would achieve most of the objectives of the proposed Project, the impacts related to developing the Northeast Site alternative would be increased compared to the Project.

ENVIRONMENTALLY SUPERIOR ALTERNATIVE

The *CEQA Guidelines* require the identification of an environmentally superior alternative to the Project *(CEQA Guidelines,* Section 15126.6[e] [2]). An environmentally superior alternative is an alternative to the Project that would reduce and/or eliminate the significant environmental impacts associated with the Project without creating other significant impacts and without substantially reducing and/or eliminating the environmental benefits attributable to the Project.

Selection of an environmentally superior alternative is based on an evaluation of the extent to which the alternatives reduce or eliminate the significant impacts associated with the Project on a comparison of the remaining environmental impacts of each alternative. In conducting this comparative evaluation, it can be difficult to make a determination of relative significance because some categories are relatively more or less important and cannot be simply summed. In some cases, these categories do not create a picture of the nuances of the alternatives.

Finding

The No Project alternative is considered the environmentally superior alternative for CEQA purposes because it would not create any of the localized impacts related to the Project, even though it would also have less beneficial impacts than the Project with respect to energy and GHG emissions. The No Project alternative would fail to meet the basic objectives of the Project,

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including, but not limited to: establishing a PV solar power-generating facility of a sufficient size and configuration to produce up to 80 MW of electricity; assisting California utilities in meeting their obligations under California's RPS Program and SB 100; assisting California utilities in meeting their obligations under CPUC's Energy Storage Framework and Design Program; providing for the economically viable, commercial financeable, and environmentally beneficial use of the site's water-limited agricultural capacity; developing a site in proximity to transmission infrastructure to minimize environmental impacts; and facilitating grid integration of intermittent and variable PV solar generation and minimizing line losses associated with off-site storage by collocating battery storage at the PV solar facility site.

Because the environmentally superior alternative is the No Project alternative, the EIR also must identify an environmentally superior alternative from among the other alternatives. The County has found the Project to be the environmentally superior alternative because of the beneficial effects of energy production and reduced GHGs associated with the greater amount of reliable, renewable energy that would be produced by the Project compared to the other alternatives.

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Exhibit "C"

ORDINANCE NO. 25 - _____

ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF COLUSA AND JANUS SOLAR PV, LLC

WHEREAS, Janus Solar PV, LLC ("Applicant") submitted planning applications to the Colusa County Community Development Department for the construction, operation, maintenance, and decommissioning of a photovoltaic ("PV") electricity generating facility, with a battery energy storage system ("BESS") and associated facilities and infrastructure ("Project") on an approximately 886-acre site in unincorporated wester Colusa County; and

WHEREAS, the County of Colusa ("County") and the Applicant negotiated a development agreement for the Project (the "Development Agreement"), a substantive form which is attached hereto as Exhibit C.1; and

WHEREAS, the Development Agreement establishes the rights and obligations of the Applicant and the County relating to the development of the Project, secures Applicant's vested right to develop the Project in accordance with the terms of the Development Agreement, and establishes community benefits and public benefits that the Project will provide; and

WHEREAS, on January 8, 2025, the Colusa County Planning Commission held a duly noticed public hearing to receive oral and written testimony regarding the Development Agreement and to make a recommendation to the Board of Supervisors regarding the approval or disapproval of the Development Agreement; and

WHEREAS, at the conclusion of the hearing on January 8, 2025, the Colusa County Planning Commission recommended approval of the Development Agreement; and

WHEREAS, the Project and the approvals described herein, including the actions contemplated under this Ordinance, were the subject of that certain Final Environmental Impact Report for the Janus Solar and Battery Storage Project ("FEIR") (State Clearinghouse No. 2024061043); and

WHEREAS, the Board of Supervisors has considered, approved, and certified the FEIR and adopted related findings and a Mitigation Monitoring and Reporting Program under separate Resolution No. _____, on _____, prior to taking any approval actions on the Project; and

WHEREAS, in conjunction with this Ordinance, the Board of Supervisors has taken or intends to take other actions in furtherance of the Project, including approval of a Use Permit for the Project (#24-24) (Resolution No. _____) and the approval of an ordinance granting the Applicant a franchise for purposes of operating and maintaining a generation intertie line within County right-of-way (Ordinance No. _____); and

Attachment: Exhibit "C" Janus Solar Ordinance Approving Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C"

WHEREAS, on _____, the Colusa County Board of Supervisors held a duly noticed public hearing to receive oral and written testimony regarding the Development Agreement and to consider the Planning Commission's recommendation and said public hearing was concluded prior to the adoption of this Ordinance and the Board of Supervisors has considered and certified the FEIR under separate Resolution prior to taking any approval actions on the Project; and

WHEREAS, the Colusa County Board of Supervisors is the decision-making body for the proposed Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Colusa County Board of Supervisors makes the following findings:

1. The Development Agreement is consistent with the General Plan, the County Code, and any other applicable plans or regulations for the reasons set forth in Resolution No. _____ approving the Use Permit, which findings are incorporated herein by reference.

2. The Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the County as a whole.

   The Development Agreement advances the public convenience and general welfare of persons residing in the immediate area and residents within the County as a whole. Development of the Project will provide much-needed, cost-competitive clean energy and resiliency to the State of California and contribute significantly to the economy of the County, including through the generation of property and sales tax, and through Developer's payment of community benefit fees for the life of the Project. The Development Agreement will further advance the development of the Project which will assist California utilities in meeting their obligation under California's Renewable Portfolio Standard Project and Senate Bill 100, which calls for one hundred percent of all electricity sold in California to come from carbon-free resources by 2045, including 60 percent renewables by 2030. Development of the Project will also support the economy by investing in the local community, creating local construction jobs, and increasing tax and fee revenue to the County.

3. The Development Agreement will promote the orderly development of property or the preservation of property values.

   The proposed project and improvements will enhance the utility of the Project site and promote the orderly development of the Project area. The Development Agreement advances the development of a Project that establishes an environmentally beneficial and economically viable use of the Project site considering its limited access to water. It will also facilitate the development of a solar PV power generation and BESS facility in proximity to established electrical infrastructure to minimize environmental impacts and efficiently interconnect to the electrical grid. The property is not developed, an historically

Attachment: Exhibit "C" Janus Solar Ordinance Approving Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C"

been used for grazing. The Project will result in the development of the property and an increase in property tax.

4. The Development Agreement specifies the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings (including through vesting the Applicant's rights to develop the Project in accordance with applicable laws), and provisions for reservation or dedication of land for public purposes.

5. The development agreement is consistent with the requirements of State law, including Government Code Sections 65865 through 65869.5.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project takes the following actions:

1. The Board of Supervisors hereby approves the proposed Development Agreement in substantially the form attached hereto as Exhibit "C.1" and authorizes and directs the Board Chair to execute the Development Agreement, substantially in the form attached hereto as Exhibit "C.1", on behalf of the City as soon as this Ordinance becomes effective.

2. This Ordinance is adopted under the authority of California Government Code Section 65868 et seq. ("Development Agreement Statute") and pursuant to the provisions of Section 44-1.100 of the Colusa County Code ("Development Agreement Ordinance"), both of which provide for the ability of the County to adopt development agreements and set forth procedures and requirements for the consideration of those agreements.

3. The Board of Supervisors finds that the Development Agreement substantially complies with the requirements of the Development Agreement Ordinance and the Development Agreement Statute.

4. A final version of the Development Agreement shall be provided to the Clerk of the Board of Supervisors within ten (10) days after the effective date of the Development Agreement and the Clerk shall have the Development Agreement recorded with the County Recorder.

5. The Board of Supervisors hereby authorizes all subsequent action to be taken by County officials consistent with this Ordinance.

6. This Ordinance shall take effect thirty (30) days after adoption.

Attachment: Exhibit "C" Janus Solar Ordinance Approving Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C"

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

ATTEST:
Wendy G. Tyler,
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

Attachment: Exhibit "C" Janus Solar Ordinance Approving Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

DEVELOPMENT AGREEMENT

by and between

THE COUNTY OF COLUSA

and

JANUS SOLAR PV, LLC

dated as of

[_____]

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

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Exhibit "C.1"

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), dated as of [_____], is entered by and between the COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California ("County"), and JANUS SOLAR PV, LLC, a Delaware limited liability company ("Project Developer"), pursuant to California Government Code Section 65864 et seq., with respect to the following:

RECITALS

WHEREAS, Project Developer proposes to construct, operate, maintain, and decommission an 80 megawatt (MW) solar photovoltaic electricity generating facility ("Solar Facility") with a battery energy storage system ("BESS") and associated facilities and infrastructure (collectively, the "Janus Solar and Battery Storage Project" or "Project") within the County; and

WHEREAS, the Project is located on an approximately 886-acre site comprised of two parcels (APNs 018-050-005-000 and 018-050-006-000), more specifically described in Exhibit A herein (collectively, the "Project Site"); and

WHEREAS, the Project Site is designated Agricultural Upland (AU) in the County General Plan and zoned Foothill Agriculture (F-A) in the County Zoning Ordinance, within which "energy generation for off-site use" is permitted with approval of a Use Permit; and

WHEREAS, the County and Project Developer recognize that development of the Project within the County will provide much-needed, cost-competitive clean energy and resiliency to the State of California and contribute significantly to the economy of the County: and

WHEREAS, Project Developer will provide and implement public benefits above and beyond mitigation measures necessary to address potential impacts associated with the Project; and

WHEREAS, the County wishes to obtain reasonable assurances that Project Developer will provide and implement the public benefits in accordance with the terms of this Agreement; and

WHEREAS, Project Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the terms of this Agreement and its Use Permit approved by the County Community Development Department; and

WHEREAS, Project Developer wishes to obtain reasonable assurances that the County will expeditiously approve the Land Use Approvals (as defined below) and otherwise cooperate with Project Developer in the permitting and development of the Project.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the County, and in consideration of the premises and mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires otherwise:

1.1 "Agreement" means this Development Agreement and all amendments and modifications thereto.

1.2 "Applicable Rules" means the rules, regulations, ordinances, and officially adopted policies of the County in force as of the Effective Date that are generally applicable to all or some properties within the County.

1.3 "County" means the County of Colusa, a body corporate and a political subdivision of the State of California.

1.4 "County Agency" means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the County, including without limitation the County Board of Supervisors and the Planning Commission.

1.5 "County Board of Supervisors" means the Board of Supervisors of the County and the legislative body of the County pursuant to Section 65867 of the California Government Code.

1.6 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.7 "Discretionary Action" means an action that requires the exercise of judgment, deliberation or a decision on the part of the County and/or any County Agency, in the process of approving or disapproving a particular activity, as distinguished-from an activity that merely requires the County and/or any County Agency, to determine whether there has been compliance with statutes, ordinances, or regulations.

1.8 "Effective Date" means the date on which this Agreement shall be effective in accordance with Section 5.1 hereof.

1.9 "Fees" means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the County.

1.10 "Final Sign Off" means the last of any required County determinations (as documented by signature or otherwise) required before commencement of commercial operation of any portion of the Solar Facility or BESS under an associated building permit.

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1.11 "Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the County pursuant to rules, regulations, ordinances and policies of the County. Impact Fees do not include (i) Processing Fees or (ii) other County-wide fees or charges of general applicability, provided that such County-wide fees or charges are not imposed on impacts of new development.

1.12 "Land Use Approvals" means those Discretionary Actions to be taken by the County authorizing the Project as listed in Exhibit B, including, but not limited to, the approval of a Use Permit, certification of the Environmental Impact Report for the Project and adoption of the Mitigation Monitoring and Reporting Program ("MMRP"), approval of a franchise authorizing operation of the generation intertie ("gen-tie") line within the public right-of-way, and approval of an encroachment permit for the gen-tie line. Land Use Approvals also include any subsequent Discretionary Actions that are necessary for implementation of the Project.

1.13 "Ministerial Permits and Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions, if any, required to be taken by the County and/or County Agency in order for the Project Developer to implement, develop and construct the Project in accordance with the Land Use Approvals, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits (including for any encroachment other than the gen-tie line), and other similar permits and approvals that may be required. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.14 "Parties" means, collectively, Project Developer and the County.

1.15 "Party" means either Project Developer or the County.

1.16 "Planning Commission" means the County Planning Commission and the planning agency of the County pursuant to Section 65867 of the California Government Code.

1.17 "Planning Director" means the Planning Director (Community Development Director) for the County.

1.18 "Processing Fees" means all processing fees and charges required by the County or any County Agency including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, and certificates of occupancy that are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees that may be imposed by the County on development projects. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount that is in effect on a County-wide basis at the time an application for the County action is made.

1.19 "Project" means the construction, operation, maintenance, and decommissioning of an 80 megawatt (MW) solar photovoltaic electricity generating facility ("Solar Facility") with a battery energy storage system ("BESS") and associated facilities and infrastructure.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

1.20 "Property" means the real property on which the Project will be located, as described in Exhibit A.

1.21 "Project Developer" means Janus Solar PV, LLC, or successors and assignees as described in Section 5.7.

1.22 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the County's police powers and which are instead reserved to the County. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Land Use Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a County-wide basis (except in the event of natural disasters as found by the Board of Supervisors such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.23 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 5.2 hereof.

1.24 "Uniform Codes" means those building, electrical, mechanical, plumbing, fire and other similar regulations of a County-wide scope that are based on recommendations of a multi-state professional organization and become applicable throughout the County, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes that reflect local modification to implement the published recommendations of the multi-state organization and that are applicable County-wide).

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act, which authorizes any County to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

> "The Legislature finds and declares that:
>
> (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

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> (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the County remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the County: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits that go beyond those obtained by traditional County controls and conditions imposed on development project applications.

2.2 County Procedures and Actions.

2.2.1. County Planning Commission Action. The County Planning Commission held a duly-noticed public hearing on [_____] and recommended [_____] of this Agreement on [_____].

2.2.2. Board of Supervisors Action. The Board of Supervisors on [_____], after conducting a duly-noticed public hearing, adopted Ordinance No. [_____], to become effective on the thirty-first day after publication, approving this Agreement, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1. Public Benefits. This Agreement provides assurances that the public benefits identified in Section 3.1.3 below will be achieved and developed in accordance with the terms of this Agreement.

2.3.2. Project Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the County's policy of judicious restraints on its police powers, the Project Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules, Land Use Approvals, and with the terms of this Agreement and subject to the County's Reserved Powers. As provided by Section 3.1.1, Project Developer anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Project Developer would have no assurance that it can complete the Project for the uses and to the intensity of development set forth in this Agreement and the Land Use Approvals. This Agreement, therefore, is necessary to assure Project Developer that the Project will not be (1) reduced or otherwise modified in intensity or use from what is set forth in the Land Use Approvals, (2) subjected to new rules, regulations, ordinances, or official policies or plans that are not adopted or approved pursuant to the County's Reserved Powers.

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2.3.3. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Property. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure attainment of maximum efficient resource utilization within the County at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 3.1.3, to the County under the provisions and conditions of this Agreement. Additionally, although development of the Project in accordance with this Agreement will restrain the County's land use or other relevant police powers, this Agreement provides the County with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the County, the Project Developer will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules. Land Use Approvals, and Reserved Powers, subject to the terms and conditions of this Agreement: that the County will expeditiously process the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions required for the Project; and that if requested by the Project Developer, the County will affirmatively cooperate in supporting the Project.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Land Use Approvals; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the Project Developer or its successors after the Effective Date of this Agreement; (3) guarantee that Project Developer will receive any profits from the Project; or (4) in and of itself, amend the County's General Plan. This Agreement has a fixed Term.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Project Developer. In consideration for the County entering into this Agreement, and as an inducement for the County to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Project Developer hereby agrees as follows:

3.1.1. Project Development. Project Developer agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Land Use Approvals.

3.1.2. Timing of Development. The parties acknowledge that Project Developer cannot at this time predict when or at what rate the Project would be developed. Such decisions depend upon numerous factors that are not all within the control of Project Developer, such as market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the

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intent of Project Developer and the County to hereby acknowledge and provide for the right of Project Developer to develop the Project in such order and at such rate and times as Project Developer deems appropriate within the exercise of its sole and subjective business judgment. The County acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement.

3.1.3. Additional Obligations of Project Developer as Consideration for This Agreement. The Project will provide local and regional public benefits to the County as follows:

a) Public Services Fee Payment ("PSF Payment"). Project Developer shall provide the County an annual PSF Payment calculated as one-thousand dollars ($1,000.00) per MW of the 80 MW design capacity of Solar Facility totaling eighty-thousand dollars ($80,000.00) and sixty-two dollars and fifty cents ($62.50) per MW hour of the 320 MWh design capacity of the BESS totaling twenty-thousand dollars ($20,000.00) for a total annual PSF Payment of one-hundred thousand dollars ($100,000.00). The first PSF Payment shall be due and payable to the County within forty-five (45) days of the issuance of the first building permit that authorizes construction of the (i) the Solar Facility or(ii) the BESS ("Building Permit"). If the Building Permit includes only one of either the Solar Facility or the BESS, the PSF Payment will be based on the improvements covered by the Building Permit until a subsequent building permit is issued for the remainder of the Project. For example, if the Building Permit includes only the Solar Facility, the PSF Payment will be eighty-thousand dollars ($80,000.00) (subject to annual increase as described below) until another building permit for the BESS is issued, at which point the fee will increase to one-hundred thousand dollars ($100,000.00) (subject to annual increase as described below). The second PSF Payment shall be due and payable to the County within forty-five (45) days of the County issuing Final Sign-Off for the Building Permit. Thereafter, the annual PSF Payment shall be due within forty-five (45) days of the anniversary of the Final Sign-Off for the Building Permit in each subsequent year. The PSF Payment shall be subject to a three percent (3%) annual increase commencing with the second PSF Payment. If the PSF Payment is not paid within thirty (30) days of the due date, the County may impose a ten percent (10%) penalty fee on the late PSF Payment. Project Developer's obligation to provide the PSF Payment shall terminate upon the occurrence of the earliest of the following:
(i) termination of any Land Use Approval if no construction has commenced;
(ii) if construction has commenced, Developer's delivery of notice of intent to abandon the Land Use Approvals (as evidenced in writing delivered to the County) and its decommissioning and removal of any Project facilities; or
(iii) termination of this Agreement and its decommissioning and removal of any Project facilities should construction have begun. Upon the termination of the PSF Payment in accordance with this Section 3.1.3(a), the annual PSF Payment for the year in which the termination event occurs shall be pro-rated such that the PSF Payment accounts for that portion of that year prior to termination.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

b) Agricultural Land Preservation Fee. Project Developer shall provide County an annual payment in the amount of Thirty Thousand Dollars ($30,000.00) which the County may, in its discretion, use for purposes of subsidizing agricultural operations, preserving agricultural land, or otherwise promoting agriculture within the County ("Agricultural Land Preservation Fee"). The Agricultural land Preservation Fee will be due until such time as the Project is decommissioned and will be subject to a three percent (3%) annual increase commencing on the second annual payment. Project Applicant will make payments to County concurrently with delivery of the PSF Payment.

c) Procurement. Without limiting its ability to take all reasonable and necessary steps to minimize its tax liabilities, Project Developer will establish a procurement address in an unincorporated area of the County, and to the maximum extent feasible, will procure equipment and materials necessary for the development of the Project in a manner that maximizes the amount of sales tax paid by the Project Developer that is directed to the County. Project Developer will document its implementation of this Section 3.1.3(b) as part of its annual reporting required pursuant to Section 5.10.5 and will, upon the County's request, meet and confer with the County, no more than once in any twelve-month period (unless otherwise agreed to by Project Developer), to determine whether additional measures can be implemented consistent with Section 3.1.3 to increase County sales tax revenues.

d) Local Sales Tax. Project Developer will require that all contractors and subcontractors on the Project Site direct local tax to the County wherever commercially reasonable. This direction will not increase Project Developer (or a given contractor's) tax liability. Project Developer, contractors, and subcontractors will work together with County officials and consultants to achieve a reasonable allocation of local tax to the County.

e) CDTFA Sub-Permit. Project Developer will require that the contractors and subcontractors exercise their option to obtain a California Department of Tax & Fee Administration (CDTFA) sub-permit for the Project Site and allocate all eligible use tax payments to the County. This requirement shall only apply to contractors and sub-contractors with individual contracts over Five Million Dollars ($5,000,000.00). Prior to any construction on the Project Site, Project Developer will require that its contractors and subcontractor provide the County with a copy of their sub-permit that shows their CDTFA account number, where applicable.

3.2 Agreement and Assurances on the Part of the County. In consideration for Project Developer entering into this Agreement, and as an inducement for Project Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes, and intentions set forth in this Agreement, the County hereby agrees as follows:

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

3.2.1. Entitlement to Develop. Project Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Land Use Approvals, and the Reserved Powers. Project Developer's vested rights under this Agreement shall include, without limitation, the right to construct and maintain the Project, subject to the Applicable Rules, Land Use Approvals, and Reserved Powers.

3.2.2. Consistency in Applicable Rules. Based upon all information made available to the County up to or concurrently with the execution of this Agreement, and subject to approval of the Land Use Approvals, the County finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project as described in the Application for Certification.

3.2.3. Subsequent Approvals. To the fullest extent permitted by law, and subject to Section 3.2.13, the County agrees to expeditiously process any Discretionary Actions, Ministerial Permits and Approvals, or other actions required for the implementation of the Project (collectively, the "Subsequent Approvals") The County, in granting the Land Use Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Subsequent Approvals to the extent that they are consistent with the Land Use Approvals and this Agreement. The County agrees that it will not unreasonably withhold or condition any Discretionary Action, and in no event shall the County deny, or withhold issuance of a Subsequent Approval based upon items that are in compliance with the Land Use Approvals and this Agreement, unless required by Applicable Rules, and shall process Subsequent Approvals in a prompt and efficient manner. Project Developer shall be responsible for paying any application fee for any Subsequent Approval at the County's established application fee amount in effect at the time of permit application submittal.

3.2.4. Changes in Applicable Rules.

3.2.4.1 Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, County Charter amendment, initiative, referendum, resolution, motion, policy, order, or moratorium, initiated or instituted for any reason whatsoever and adopted by the County, the Board of Supervisors, the Planning Commission, or any other Board, Commission, Department, or Agency of the County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Land Use Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the County's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Project Developer may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

3.2.4.2 Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes that may occur from time to time in the Uniform Codes. The design and construction requirements for an

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

individual action under the Project shall be governed by the Uniform Codes then in effect at the time such action is submitted for review and approval.

3.2.4.3 Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances, and official policies to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.5. Subsequent Development Review. The County shall not require the Project Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules, the Reserved Powers, and/or the Land Use Approvals.

3.2.6. Special Taxes and Assessments. Project Developer, or its successors, Transferees, and/or assignees, as the case may be, shall not, during the Term of this Agreement, as stated in 5.2, apply to the State for reduction in assessment of the Property. Project Developer shall have the right, to the extent permitted by law, to protest, oppose, and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts. Mello-Roos or community facilities districts, maintenance districts, or other similar districts, and the County agrees to cooperate fully in their formation.

3.2.7. Effective Development Standards. The County agrees that it is bound to permit the uses, intensities of use, and densities on this Property that are permitted by this Agreement and the Land Use Approvals, insofar as this Agreement and the Land Use Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The County hereby agrees that it will not unreasonably withhold or unreasonably condition any Land Use Approval or other Discretionary Action that must be issued by the County in order for the Project to proceed, provided that Project Developer reasonably and satisfactorily complies with all County-wide standard procedures for processing applications for the Land Use Approval or other Discretionary Action.

3.2.8. Interim Use. The County agrees that the Project Developer may use the Property during the term of this Agreement for construction of the Project, and for a setup and staging area.

3.2.9. Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, or policy, is enacted, by action of the County, that relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property, County agrees that such ordinance, resolution, or policy shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

3.2.10. Infrastructure Financing. If Project Developer undertakes infrastructure financing, such as Mello-Roos or community facilities districts, the County will cooperate fully in such endeavors and will process any related applications as expeditiously as possible.

3.2.11. Impact Fees. Impact Fees imposed by the County with respect to the Project shall be only those Impact Fees in force and effect as of the Effective Date and as set forth in Exhibit C hereto. Impact Fees imposed by the County on the Project may not be increased in amount. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments, fair share charges, or other similar fees or charges imposed by other governmental entities and which the County is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.12. Processing Fees. Project Developer shall pay all Processing Fees for Ministerial Permits and Approvals. Processing Fees shall be limited to Processing Fees in effect on the Effective Date and as set forth in Exhibit D hereto.

3.2.13. Timeframes and Staffing for Processing and Review; Consultants. The County agrees that expeditious processing of the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions which may be required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of the Land Use Approvals, any Discretionary Actions, and any Ministerial Permits and Approvals, the County agrees to work with Project Developer to establish time frames for processing and reviewing such approvals and to comply with timeframes established to the greatest extent possible. Furthermore, the County shall expedite all requests by Project Developer for any such approvals requested for the Project to the greatest extent possible. To facilitate the expeditious review of Subsequent Approvals, the County may engage a qualified third-party consultant or consultants (e.g., civil engineers, electrical engineers, building plans permit examiner, plan check inspector, surveyors or similar professionals) (each, a "Consultant"), to assist the County in its review of Subsequent Approvals, provided, that the County shall retain its independent authority to issue any such Subsequent Approval. Consultants may provide the County with technical assistance required to review Subsequent Approvals, or assistance required to expedite the processing of Subsequent Approvals. The County will notify Project Developer before engaging any Consultant for which it will seek reimbursement from Project Developer and provide Project Developer with the Consultant's proposed scope of work and cost estimate, which will be subject to Project Developer review and approval, along with a proposed form of reimbursement agreement consistent with the terms of this Section 3.2.13. Project Developer acknowledges and agrees that declining the use of a Consultant will mean that the subject Subsequent Approval will not be subject to expedited review and processing; provided, however, that such Subsequent Approval will remain subject to applicable law concerning permit review and approval and the County's normal permit review and approval process and timelines.

4. DEFAULT PROVISIONS.

4.1 Default By Project Developer.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

4.1.1. Default. In the event Project Developer does not perform its obligations under this Agreement in a timely manner, the County shall have all rights and remedies provided by this Agreement, which shall include compelling the specific performance of the obligations of Project Developer under this Agreement, or modification or termination of this Agreement, provided that the County has first complied with the procedure in Section 4.1.2 hereof.

4.1.2. Notice of Default. The County shall first submit to Project Developer a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default Project Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Project Developer shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.1.3. Failure to Cure Default Procedures. If after the cure period has elapsed, the Director of Planning finds and determines that the Project Developer, or its successors, transferees, and/or assignees, as the case may be, remains in default and that the County intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Board of Supervisors and then set a public hearing before the Supervisors in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868.

4.1.4. Action by Board of Supervisors. The Board of Supervisors shall act upon the report of the Director of Planning within forty-five (45) days after the Director of Planning has made a report to the Board of Supervisors, or within such additional period as may be agreed upon by the Project Developer and the Board of Supervisors. The failure of the Board of Supervisors to act within forty-five (45) days shall be deemed to be a determination that the Project Developer is not in default of this Agreement.

4.1.5. Dispute Resolution. In the case of a dispute as to whether the Project Developer has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 5.4 of this Agreement. The County shall commence dispute resolution within thirty (30) days of the Board of Supervisors making a final determination that the Project Developer is in default.

4.1.6. Termination or Modification of Agreement. This Agreement may be terminated by mutual written consent of the Parties, or unilaterally by any Party following an uncured default pursuant to Section 4.2. The County may terminate or modify this Agreement pursuant to this Section, or those transferred or assigned rights and obligations, as the case may be, only after a final determination pursuant to Section 4.1 of this Agreement that the Project Developer is in default.

4.2 Default By The County.

4.2.1. Default. In the event the County does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

for use, including the Land Use Approvals, Discretionary Actions and Ministerial Permits and Approvals, as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the County otherwise defaults under the provisions of this Agreement, Project Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the County's obligations under this Agreement.

4.2.2. Notice of Default. Project Developer shall first submit to the County a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default, the County shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the County shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the County has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 5.4 of this Agreement.

4.2.3. Termination or Modification of Agreement. The Project Developer may terminate or modify this Agreement if it determines that the County has failed to cure its default.

4.3 Remedies; No Monetary Damages. In the event if an uncured Project Developer default on an obligation to pay any fee at the time required pursuant to this Agreement, County shall be entitled to pursue whatever legal or equitable remedies are available to collect any such amounts due, including specific performance, subject to the notice and cure provisions in this Agreement. County shall have no right to seek specific performance to cause Project Developer to otherwise proceed with the development of the Project in any manner. In the event of an uncured County default, County agrees that Project Developer shall be entitled to specific performance. It is acknowledged by the Parties that neither the County nor the Project Developer would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement unless a court declines to grant a claim for specific performance. Project Developer and the County waives its right to recover consequential, punitive, or special damages, each of which is hereby expressly waived. Except as set forth herein, in no event shall either Party be liable to the other Party for damages for breach or default under this Agreement, including but not limited to actual, consequential, special, or punitive damages.

4.4 Attorney's Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

5. GENERAL PROVISIONS.

5.1 Effective Date. This Agreement shall be effective upon the thirty-first day after the Board of Supervisors, after conducting a duly-noticed public hearing, adopts an ordinance approving and authorizing the execution of this Agreement, or as otherwise provided by California law.

5.2 Term. The Term of this Agreement shall commence on the Effective Date and shall expire thirty-five (35) years thereafter, unless said Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Land Use Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals that enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or from litigation relating to the Land Use Approvals.

5.3 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time is designated within which either Party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with the doing or completion of such act, matter, or thing because of any of the following:

a) Causes beyond the reasonable control of the Party to be excused, including but not limited to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; strikes, lockouts, and other labor difficulties; unusually severe weather; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; changes in local, State, or Federal laws or regulations; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Project; enemy action; civil disturbances; terrorist acts; a local, state, or federal declaration of emergency based on an epidemic or pandemic, including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic;

b) If any litigation is filed challenging this Agreement or any Land Use Approval or Subsequent Approval having the direct or indirect effect of delaying this Agreement or any Land Use Approval or Subsequent Approval, or if this Agreement or Land Use Approval or Subsequent Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

this Agreement and all Land Use Approvals or Subsequent Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the date of final disposition of such litigation or suspension, including any applicable periods of appeal. Any appeal or referendum of this Agreement shall have no effect on any Land Use Approval;

c) Actions of the County or other governmental agency beyond the control of the Project Developer that prevent, prohibit, or unreasonably delay the Project Developer's ability to proceed with development of the Project within the time required by this Agreement. Delays in processing and acting on applications for any Subsequent Approval by the County or any necessary approvals by other governmental agencies shall be deemed to be unreasonable if they exceed the average time it normally takes the agency to process and act on similar applications; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the County's Reserved Powers; or similar bases for excused performance that is not within the reasonable control of the party to be excused (financial inability excepted).

This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Project Developer or, if not dismissed within ninety (90) days, by any third parties against Project Developer. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Dispute Resolution.

5.4.1. Arbitration. Any dispute between the parties shall be resolved by arbitration and shall be settled and decided by arbitration conducted by an arbitrator who must be selected by mutual agreement of the Parties.

5.4.2. Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) or more than ninety (90) days from the Effective Date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both Parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

5.4.3. Extension of Term. The Term of this Agreement as set forth in Section 5.2 shall automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities that would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

5.5 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

5.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868.

5.7 Assignment. The rights and obligations of the Project Developer under this Agreement may be transferred or assigned in whole or in part without the consent of the County, and upon such assignment the assignor shall be released from the obligations so assigned. The failure of any successor-in-interest to perform the obligations assigned to it may result, at the County's option, in a declaration that this Agreement has been breached with regards to that specific successor-in-interest, and an election to terminate this Agreement as provided for in Section 4.1 hereof, as it relates to that successor-in-interest's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

5.8 Covenants. The provisions of this Agreement shall constitute covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto during the Term of this Agreement.

5.9 Cooperation and Implementation.

5.9.1. Processing. Upon satisfactory completion by Project Developer of all required preliminary actions and payment of appropriate Processing Fees, including any fee for processing this Agreement, the County shall commence and diligently and expeditiously process all required steps necessary for the implementation of this Agreement and development of the Project in accordance with the terms of this Agreement. Project Developer shall, in a timely manner, provide the County with all documents, plans, fees, and other information necessary for the County to carry out its processing obligations pursuant to this Agreement.

5.9.2. Other Governmental Permits. Project Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The County shall cooperate with Project Developer in its endeavors to obtain such permits and approvals and shall, at the request of Project Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals or services. To the extent allowed by law, Project Developer shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the County, or in its own name, the rights of the County or Project Developer thereunder or the duties and obligations of the parties thereto, Project Developer shall reimburse the County for all costs and expenses incurred in connection with seeking and entering into any such agreement, provided that Project Developer has requested such agreement.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

5.9.3. Cooperation. In the event of any opposition to the Project by a third party or other governmental entity or official, the County hereby agrees, if requested by the Project Developer, to affirmatively cooperate in supporting the Project. But such cooperation does not include initiating any legal or administrative proceeding, intervening in such, or becoming a party to such proceedings.

5.9.4. Cooperation In the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending that action, but such cooperation shall not include bringing an action in the name of the County or sharing the expense of any such action by the County.

5.9.5. Annual Reports. Project Developer will provide the County with annual written reports documenting good faith compliance with the terms of the Agreement. If the County determines that Developer has not complied with the requirements of the Agreement in good faith, the County may terminate the Agreement in accordance with Government Code Section 65865.1.

5.10 Relationship of the Parties. It is understood and agreed by the Parties that the contractual relationship created between the Parties hereunder is that Project Developer is an independent contractor and not an agent of the County. Further, the County and Project Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the County and Project Developer joint venturers or partners.

5.11 Notices. Any notice or communication required hereunder between the County or Project Developer must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the County:	with copies to
COUNTY OF COLUSA BOARD OF SUPERVISORS 547 Market Street, Suite 108 Colusa, CA 95932	Colusa County Community Development Department ATTN: Community Development Director 1213 Market Street Colusa, CA 95932

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

If to Project Developer:	with copies to
RWE Clean Energy 1401 East 6th Street, Suite 400 Austin, Texas 78702 Attn: [_____]	Perkins Coie LLP Attention: Garrett Colli 505 Howard Street, Suite 1000 San Francisco, CA 94105

5.12 Recordation. As provided in Government Code Section 65868.5, the Clerk of the County shall record a copy of this Agreement with the Recorder of the County no later than ten (10) days after the County enters into the Agreement. Upon expiration of the Term of this Agreement, the Clerk of the County shall record a written instrument providing notice of the termination of this Agreement. Project Developer shall provide the Clerk of the County with the fees for such recordings prior to or at the time of such recordings.

5.13 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

5.14 Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property, and their respective successors and assignees during the Term of this Agreement.

5.15 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

5.16 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

5.17 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

5.18 No Third Party Beneficiaries. The only Parties to this Agreement are the County and Project Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

5.19 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein (or any such representations, understandings, or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

5.20 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

5.21 Discretion to Encumber. This Agreement shall not prevent or limit Project Developer in any manner, at its sole discretion, from encumbering the Property or any portion of the-Property or any improvement of trust, or other security device securing financing with respect to the Property or its improvements.

5.22 Expedited Processing. The County agrees to cooperate with the Project Developer in the processing of any legal action seeking specific performance, declaratory relief, or injunctive relief, to set court dates at the earliest practicable date(s), and not to cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights; but such cooperation shall not include bringing an action in the name of the County or sharing the expense of any such action by the County.

5.23 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original.

[Signatures Commence on Following Page]

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California

By: _____
_____, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM:

By: _____
Richard Stout, County Counsel

Date:

ATTEST:
Wendy G. Tyler
Clerk to the Board of Supervisors

By: _____
Patricia Rodriguez, Deputy

Date:

JANUS SOLAR PV, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM:

_____

By: Garrett Colli of Perkins Coie, LLP

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

Exhibit A

Legal Description

Beginning at the quarter section corner between Section 1, in Township 14 North, and Section 36, in Township 15 North, Range 4 West, Mount Diablo Base and Meridian, Colusa County, California and running; thence along the quarter section line through the center of Section 1, S. 00° 00' E. 59.59 chains, more or less, to a point from Whence a Sandstone marked 1/4 S.C. ST. H., situate at the compromise quarter section corner between Sections 1 and 12, Township 14 North, Range 4 West, M.D.B. & M., bears S. 00° 05' E. 23,78 chains distant, and running; thence North 88° West 10.77 chains; thence S. 60° 54' W. 5.40 chains; thence S. 83° W. 9 chains; thence S. 44° 25' W. 14 chains; thence S. 85° 08' W. 35 chains; thence South 74° West 12 chains to the quarter section line running North and South through the center of Section 2, said township and range; thence along said quarter section line S. 00° 08' W. 5 chains to the quarter section corner between Sections 2 and 11, said township and range; thence Westerly 1/2 mile, more or less, to the Southwest corner of said Section 2, thence Northerly along the Westerly line of said Section 2, 1 mile, more or less, to the Northwest corner of said Section 2, and thence Easterly 1-1/2 miles more or less, to the point of beginning, and being portions of Sections 1 and 2, Township 14 North range 4 West, Mount Diablo Base and Meridian,

Excepting therefrom the portion thereof described in the following deed: Deed of J.W. Forgeus and Jessie E.N. Forgeus to County of Colusa, dated September 30, 1913, and recorded October 2, 1913, in Book 80, Page 92, Colusa County Records, Colusa County, California.

APN: 018-050-005-000 and 018-050-006-000

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

Exhibit B

Land Use Approvals

Use Permit No. _____

Ordinance No. _____ (Franchise)

Encroachment Permit (to be issued subsequent to Effective Date and as contemplated by Ordinance No. _____ (Franchise))

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

Exhibit C

Impact Fees

DEVELOPMENT IMPACT FEES AND IMPLEMENTATION SCHEDULE
(Adopted December 14, 2021 and Effective February 13, 2022)

	Fee Upon Effective Date	Fee Amount as of July 1, 2022
County Department Impact Fees		
Single -Family Residential (1)	$ 6,289	$ 8,267
Multi-Family Residential	$ 5,612	$ 5,746
Commercial Development (2)	$ 2.17	$ 2.17
Industrial Development (2)	$ 0.93	$ 0.93
Agricultural Development	N/A	N/A
Fire District Impact Fees	$ 2,680	$ 2,680
Single -Family Residential	$ 2,058	$ 2,058
Commercial Development (2)	$ 0.62	$ 0.62
Industrial Development (2)	$ 0.24	$ 0.24
Agricultural Development	$ 0.12	$ 0.12

Implementation Notes:

(1) Homes with 2,500 sq. ft. of habitable space and larger are charged the full $8,267 development impact fee amount. For each sq. ft. of habitable space (rounded up) that the home is below 2,500, the development impact fee amount shall be reduced by $2.00 up to a maximum reduction of $2,000. By way of an examples: (1) a home with 1,500 sq. ft. of habitable space would receive a $2,000 reduction bringing the impact fee amount down to $6,267; and a home with 1,952 sq. ft. of habitable space would receive a $1,096 reduction bringing the impact fee amount down to $7,171. Accessory dwelling units shall be charged the applicable rate based on size up to the maximum rate allowed by State law.

(2) This amount is per square foot of new or additional building area.

(3) Each March (beginning in 2023) staff shall present to the Board the year-over percentage change of the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region and the Board may determine whether to change the impact fees herein by the percentage change in whole or in part at their discretion.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "C.1"

Exhibit D

Processing Fees

There are no additional Community Development Department Entitlement Processing Fees applicable to the current Project Entitlement Applications. Building Permit, Public Works Encroachment and Grading, Environmental Health, Air Pollution Control District and any other County permit fees shall be subject to the fees in existence at the time of adoption of the Development Agreement.

Attachment: Exhibit "C.1" Janus Solar Development Agreement (10316 : Janus Solar and Battery Storage Project)

Exhibit "D"

ORDINANCE NO._____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC.

Whereas, Janus Solar PV, LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has certified an Environmental Impact Report and adopted associated California Environmental Quality Act findings pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in and under said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

Attachment: Exhibit "D" Janus Solar Franchise Agreement and Ordinance (10316 : Janus Solar and Battery Storage Project)

Exhibit "D"

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way whenever it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the full amount of such increase of cost upon completion of such construction, installation or repair.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 9), which shall be paid annually on the anniversary of the date of issuance of the County permit authorizing construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

Attachment: Exhibit "D" Janus Solar Franchise Agreement and Ordinance (10316 : Janus Solar and Battery Storage Project)

Exhibit "D"

SECTION 10. Within thirty (30) days following the construction, laying, repairing or removal of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line installed within the Public Right-of-Way as documented on the As-Built Map, with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. This franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. In the event of transfer or assignment for any cause, the COUNTY shall have the right to substitute for the security, a new security conditioned upon the assignee or transferee well and true observing, fulfilling and performing the terms and conditions of the franchise, and upon the filing of said security with and the approval thereof by COUNTY, to exonerate and excuse further liability upon the original security.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

Attachment: Exhibit "D" Janus Solar Franchise Agreement and Ordinance (10316 : Janus Solar and Battery Storage Project)

Exhibit "D"

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees and from any action, claim or other proceeding arising from the rights granted by this franchise, GRANTEE's exercise of those rights or challenging COUNTY's approval of this Ordinance or GRANTEE's authority to exercise the rights granted by this franchise.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII, with the exception of insurance

placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $5,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $5,000,000 aggregate for products-completed operations; and $10,000,000 general aggregate, which shall apply separately to the GRANTEE'S work under this Franchise. In addition, the insurance shall:

(a) Include broad-form contractual liability insurance coverage insuring GRANTEE'S indemnity obligations under Section 15 of this Franchise;

(b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(c) Name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.

(2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $2,000,000 combined single limit each accident for bodily injury and property damage. **The insurance shall name COUNTY and its officers, employees, and agents as additional named insureds and provide. that such coverage shall be primary insurance for such additional named insureds, each and all of them.** If Umbrella or Excess Liability coverage is purchased by GRANTEE, "Liability Limits/Additional Insureds," shall also apply to automobile liability.

(3) Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, GRANTEE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Attachment: Exhibit "D" Janus Solar Franchise Agreement and Ordinance (10316 : Janus Solar and Battery Storage Project)

(4) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY. Any Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the GRANTEE, its employees, agents and subcontractors.

(a) Each policy shall obligate the insurer to give COUNTY thirty-days advance written notice of cancellation or material modification.

(b) No later than the date this franchise commences, GRANTEE shall furnish COUNTY with certificates of insurance verifying that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Certificates of insurance shall thereafter be provided the COUNTY annually during the term of this Franchise. This section shall not limit GRANTEE'S obligation under Section 15.

(c) The issuance of this Franchise in advance of receiving proof of required insurance, shall not waive the COUNTY'S right to strictly enforce the insurance requirements of this Franchise.

Any exception to the above insurance requirements is subject to the concurrence of the County Risk Manager.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

Attachment: Exhibit "D" Janus Solar Franchise Agreement and Ordinance (10316 : Janus Solar and Battery Storage Project)

Exhibit "D"

If to Grantee:

RWE Clean Energy
1401 East 6th Street, Suite 400
Austin, Texas 78702

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

ATTEST:
Wendy G. Tyler,
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

Attachment: Exhibit "D" Janus Solar Franchise Agreement and Ordinance (10316 : Janus Solar and Battery Storage Project)

Exhibit "E"

Williamson Act Findings

Janus Solar PV, LLC ("Applicant") has applied for a conditional use permit ("Use Permit") to construct, operate, maintain, and decommission (in the future) a photovoltaic ("PV") electricity generating facility with a battery energy storage system ("BESS") and associated facilities and infrastructure (collectively, the "Project"). The Project would be located on a privately-owned 886-acre site comprised of two parcels (APNs 018-050-005-000 and 018-050-006-000) in unincorporated Colusa County (the "Site"). The Site is subject to a land conservation contract between the landowner and Colusa County (the "County") pursuant to the Williamson Act (Gov. Code §§ 51200 *et seq*.) (Contract No. 71-14).

To qualify as a compatible use on contracted land, the Project must be consistent with applicable provisions of the Williamson Act as well as the County's adopted Williamson Act policy. Under the Williamson Act, a use may be compatible with contracted land if it satisfies the required findings in either Government Code section 51238.1(a) (the "principles of compatibility") or Government Code section 51238.1(c) (approval on non-prime land with a use permit).

As further set forth below, the Project is a compatible use under the Williamson Act and the County's adopted Williamson Act policy. The Project satisfies the compatibility criteria in Government Code Section 51238.1(a), and, even if the Project were not considered to satisfy the criteria in Government Code Section 51238.1(a)(1)–(2), the Project may be approved pursuant to government Code Section 51238.1(c).

Findings of Fact Pursuant to Government Code Section 51238.1(a)

A. The Project is consistent with each of the "principles of compatibility" under Government Code section 51238.1(a), detailed as follows, and therefore qualifies as a compatible use under the Williamson Act on this basis.

(1) *The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves*. (Gov. Code § 51238.1(a)(1).)

Due to the existing low agricultural capability of the Site, and the Applicant's obligation to decommission the Project at the end of its useful life, the Project will not significantly compromise the long-term productive agricultural capability of the Site. The Site consists of non-prime farmland that is currently, and has been historically, used for dry cattle grazing. The Site is not irrigated and does not have any irrigation infrastructure or connection to the Westside Water District. The limited agricultural capability of the Site is further evidenced by the low Land Evaluation Site Assessment ("LESA") score for the Project included in the Project's Environmental Impact Report ("EIR") as Appendix C. At the end of the Project's useful life, the Applicant will remove all solar panels, batteries, and related facilities and return the Site to its current state such that the long-term agricultural capability remains unchanged. The Project also requires a Use Permit from the County, issuance of which is conditioned on the restoration of the Site to its pre-development state and the posting of a security to guarantee that obligation.

The Project will also not impact the long-term agricultural capability of other contracted parcels in the County. The Project is a PV electricity generating and storage facility that

Attachment: Exhibit "E" Janus Solar Williamson Act Findings (10316 : Janus Solar and Battery Storage Project)

will not bring any new residents or significant numbers of employees during the operational period to the Site, and its routine operations will not impact other contracted parcels. Moreover, the EIR documents that the Project will not result in any significant environmental impacts, including, for example, impacts relating to traffic, air quality, dust, noise, or stormwater runoff.

(2) *The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping*. (Gov. Code § 51238.1(a)(2).)

The Project will not significantly displace or impair the current or reasonably foreseeable agricultural operations on the Site. The Site is currently used by the landowner for dry cattle grazing. Due to the lack of irrigation connection and low agricultural capability, the cattle grazing operation is the exclusive agricultural use on the Site. With implementation of the Project, the landowner will continue the grazing operation on other portions of the property unabated and without the need to reduce the size of the herd as a result of the Project. Further, due to the low agricultural capability of the Site and lack of irrigation, there are no other reasonably foreseeable agricultural operations at the Site beyond the historic grazing operation.

The Project will also not significantly displace or impair any current or reasonably foreseeable agricultural operations on other contracted lands in the County. The Project is a PV electricity generating and storage facility that will not bring any residents or significant numbers of employees during the operational period to the Site and its routine operations will not impact other parcels. As documented in the EIR, the Project will not result in any significant environmental impacts, including, for example, impacts relating to traffic, air quality, dust, noise, or stormwater runoff. There are approximately 318,000 acres of land subject to Williamson Act contracts in the County of which the 886-acre site represents less than three-tenths of one percent (0.28%). The acreage of the Site is negligible compared to the overall contracted land in the County.

(3) *The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use*. (Gov. Code § 51238.1(a)(2).)

The Project is subject to conditional approval by the County via a Use Permit, and the footprint is confined to the Site. The Project does not require removal of any adjacent land from agricultural or open-space use, and has been designed to minimize potential impacts to adjacent agricultural uses. The Project will also not rely on groundwater that could otherwise be drawn from the basin and impact groundwater resources available to other agricultural users. Further, any future similar development in the County would require separate discretionary approvals per the County Code and compliance with the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq*.). As such, the County retains full discretion to further ensure that approval of the Project will

Attachment: Exhibit "E" Janus Solar Williamson Act Findings (10316 : Janus Solar and Battery Storage Project)

not result in significant removal of adjacent contracted lands from agricultural or open-space use.

Findings of Fact Pursuant to Government Code Section 51238.1(c)

B. The Project is consistent with Government Code section 51238.1(c) because it is located on non-prime farmland and is approved pursuant to a Use Permit that satisfies the required statutory findings, detailed as follows. Therefore, the Project also qualifies as a compatible use under the Williamson Act on this basis, independent from the findings in "A" above.

(1) *Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in* [Gov. Code § 51238.1(a)(1) and Gov. Code § 51238.1(a)(2)] *to the greatest extent possible while maintaining the purpose of the use*. (Gov. Code § 51238.1(c)(1).)

As detailed in finding "A" above, the Project is consistent with the "principles of compatibility" in Government Code sections 51238.1(a)(1) and 51238.1(a)(2), as there are no anticipated impacts to existing agricultural operations on the Site or on other contracted lands in the County. However, the Project also independently satisfies the requirements of Government Code section 51238.1(c)(1) because the conditions of approval for the Use Permit require compliance with the mitigation measures in the Mitigation Monitoring and Reporting Program ("MMRP") for the Project. The Applicant's compliance with Mitigation Measures AQ-1 through AQ-3 (dust control), NOISE-1 (noise control), as well as approval of a Stormwater Pollution Prevention Plan, will ensure that any potential impacts on adjacent parcels during construction are minimized to the satisfaction of the County. These requirements in the MMRP are sufficient to mitigate any potential onsite or offsite impacts to the greatest extent possible while maintaining the purpose of the Project. Moreover, and while not required to mitigate or avoid any on or offsite Project impact, the Use Permit requires the Applicant to enter into an agreement with the County to provide for annual payment of an Agricultural Land Preservation Fee for the life of the Project. The Board of Supervisors may authorize the use of the funds to subsidize agricultural operations, to preserve agricultural lands, or otherwise enhance the County's agricultural sector.

(2) *The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations*. (Gov. Code § 51238.1(c)(2).)

The productive capability of the Site has been thoroughly examined by the County and the Project will not significantly displace or impair the current or reasonably foreseeable agricultural operations on the Site. The Site consists of non-prime farmland that is currently used by the landowner for dry cattle grazing. Following implementation of the Project, the landowner will continue the existing cattle grazing operation on other portions of the property unabated and without the need to reduce the size of the herd as a result of the Project. The Site is not irrigated and does not have any irrigation infrastructure or connection to the Westside Water District. The limited agricultural capability of the Site is further evidenced by its LESA score, as described above. Due to the low agricultural capability of the Site and lack of irrigation, there are no other reasonably foreseeable agricultural operations at the Site beyond the historic grazing

Attachment: Exhibit "E" Janus Solar Williamson Act Findings (10316 : Janus Solar and Battery Storage Project)

operation. At the end of the Project's useful life, the Applicant will remove all solar panels, batteries, and related facilities and return the Site to its current state such that the long-term agricultural capability remains unchanged. The Use Permit is also conditioned on the restoration of the Site to its pre-development state and the posting of a security to guarantee that obligation.

The Project will also not significantly compromise the long-term productive agricultural capability of, or displace or impair any current or reasonably foreseeable agricultural operations on, other contracted lands in the County. The Project is a PV electricity generating and storage facility that will not bring any new users or residents to the Site and its routine operations will not impact other parcels. There are approximately 318,000 acres of land subject to Williamson Act contracts in the County of which the 886-acre site represents less than three-tenths of one percent (0.28%). The acreage of the Site is negligible compared to the overall contracted land in the County.

(3) *The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcels in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2*. (Gov. Code § 51238.1(c)(3).)

The Williamson Act seeks to preserve the limited supply of agricultural land necessary to conserve the state's economic resources and to assure adequate, nutritious food for future residents. (Gov. Code § 51220(a).) The Act also seeks to avoid premature conversion of agricultural land to urban or metropolitan uses that could result in discontiguous patterns of development (Gov. Code § 51220(c)) and to prevent uses which "increase the density of the permanent or temporary human population of the agricultural area" (Gov. Code § 51220.5).

The Project is consistent with these purposes. The Project is not contributing to the reduction of productive agricultural land that supports the food chain, as it is located on low quality, non-prime farmland, and the existing cattle grazing operation will be maintained at its current size on other contiguous property owned by the property owner. It also is not the type of urban or metropolitan use (e.g., a residential subdivision, a commercial office, or hospital facility) that will bring additional users or development to the surrounding area that could lead to patterns of discontiguous development or increases in population. At the end of the Project's useful life, the Project will be decommissioned, with all solar panels, batteries, and related facilities removed and the Site restored to its current state such that the long-term agricultural capability of the Site remains unchanged. The Project also does not involve the use of mineral resources and compliance with Government Code section 51238.2 is therefore not relevant.

(4) *The use does not include a residential subdivision*. (Gov. Code § 51238.1(c)(4).)

The Project is not (and does not include) a residential subdivision.

Attachment: Exhibit "E" Janus Solar Williamson Act Findings (10316 : Janus Solar and Battery Storage Project)

Exhibit "E"

Findings of Fact Pursuant to Resolution 02-82

C. The Project is a compatible use under the County's local Williamson Act policy Resolution 02-82 (adopted by the Board of Supervisors on December 17, 2002). Resolution 02-82 sets forth the permitted and compatible uses on contracted land in the County. Compatible uses under Resolution 02-82 include "[t]he erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities." (See Exhibit A, Item #19). The Project is "energy generation for off-site use" (as defined in County Code § 44-0.10), as it is a PV electricity generating and storage facility that will sell power to a utility provider for off-site use. While Resolution 02-82 predates the widespread adoption of solar in California, the County finds that the concept of an energy generating facility is equivalent to construction of electrical utility facilities as contemplated by Item #19.

Attachment: Exhibit "E" Janus Solar Williamson Act Findings (10316 : Janus Solar and Battery Storage Project)

Docusign Envelope ID: 4049D034-FD0C-499D-B689-498DEDA80A8B

FIRE SERVICES CONTRIBUTION AGREEMENT

THIS FIRE SERVICES CONTRIBUTION AGREEMENT (hereinafter "**Agreement**") is made, dated and effective as of August 30, 2024 (the "**Effective Date**") by and between the Williams Fire Protection Authority, located at 810 E Street, Williams, California 95987 ("**WFPA**"), and RWE Clean Energy Development, LLC, a Delaware limited liability company, located at 1401 East 6th Street, Suite 400, Austin, TX 78702 ("**Developer**"). WFPA and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. WFPA provides fire protection and related emergency services to residents and businesses within the WFPA service area ("**Service Area**"); and

B. Developer is constructing and operating an electric-generating solar power and battery energy storage project (together, the "**Solar Project**") on certain properties located in unincorporated Colusa County, California within the boundaries of the Service Area ("**Solar Project Property**"); and

C. The Solar Project, including generating units, electrical equipment, and related facilities, will be constructed and operated in accordance with applicable federal, state, and local codes and standards related to health and safety; and

D. Developer and WFPA have partnered to share information regarding design and development of the Solar Project and to discuss additional voluntary fire protection measures and planning tools; and

E. Developer and WFPA believe it is in their mutual best interest to enter into this Agreement to establish additional plans and to provide WFPA with certain economic benefits from the construction and operation of the Solar Project in order to enhance fire protection and related emergency services within the Service Area.

AGREEMENT

1. Service Contribution, Annual Adjustment.

   a. Contribution. Developer agrees that in order to enhance WFPA services within the Service Area, Developer shall contribute to WFPA an annual contribution ("**Annual Contribution**") for each year the Solar Project is in operation generating and storing electricity (the "**Contribution Term**"). The amount of the Annual Contribution shall represent the difference between $300,000.00 and the WFPA's applicable annual "Fire Suppression and Protective Services Assessment" or any other special assessment levied against the Solar Project Property for the benefit of WFPA within a given year. For example, if the Fire Suppression and Protective Services Assessment (and any other special assessment for WFPA) is $25,000.00 for the calendar year in which the Annual Contribution is due, the Annual Contribution for that calendar year would be $275,000.00.

   b. Timing. The first Annual Contribution shall be due within 45 days of the issuance of the building permit for the solar or battery components of the Solar Project. The

Attachment: Attachment #1 Janus - WFPA_Fire Services Contribution Agreement_Fully (10316 : Janus Solar and Battery Storage Project)

Docusign Envelope ID: 4049D034-FD0C-499D-B689-498DEDA80A8B

second Annual Contribution shall be due within 45 days of the commencement of commercial operation of the Solar Project ("**Commercial Operation Date**"). Thereafter, Developer will be required to remit each Annual Contribution within 45 days of the anniversary of the Commercial Operation Date during the Contribution Term, for a maximum of 35 total Annual Contributions over the Contribution Term.

c. Adjustment. Beginning with the second Annual Contribution and continuing each year thereafter during the Contribution Term each Annual Contribution shall increase by an amount that is equal to the Consumer Price Index All Urban Consumers in the San Francisco-Oakland-San Jose region (base years 1982-1984 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, but in no event shall any increase adjusted by the Index hereunder be less than two percent (2%) or greater than three percent (3%) per annum.

2. Response and Prevention Plans. Developer further agrees that within 30 days following Colusa County's approval of a use permit for the Solar Project, Developer shall in good faith collaborate with WFPA in the creation and drafting of both an emergency response plan and wildland fire prevention plan ("**Response and Prevention Plans**").

3. Training. Prior to the Commercial Operation Date, Developer agrees to provide training for first responders employed by WFPA in order to review and discuss the Response and Prevention Plans and the site layout for the Solar Project ("**Project-Specific Training**"). The time, date, and format of the Project-Specific Training shall be mutually agreed upon by the Parties. Following the Commercial Operation Date, and for the duration of the Contribution Term, Developer agrees to collaborate in good faith to support WFPA's efforts to conduct emergency drills at the Solar Project Property as necessary. Any major changes to the Solar Project or site layout during the Contribution Term that may impact WFPA's ability to provide emergency services or to access the Solar Project Property will be promptly communicated by Developer to the WFPA Fire Chief, and will be addressed in revisions to the Response and Prevention Plans as mutually agreeable.

4. Reimbursements.

a. Personal Protective Equipment. In the event that WFPA is required to respond to a call for service at the Solar Project Property during the Contribution Term and, as a result of that call to service, personal protective equipment (PPE) that is the property of WFPA is damaged or rendered unusable ("**Damaged PPE**"), Developer agrees to reimburse WFPA for the reasonable costs to repair or replace such Damaged PPE in order to restore the Damaged PPE to its pre-call status within thirty (30) days of receipt of an invoice from WFPA. The invoice shall include: (1) an itemized list of Damaged PPE and (2) copies of the receipt(s) detailing the costs to repair the Damaged PPE to its pre-call status and/or, in the case of unusable equipment, the costs to purchase of equipment that is comparable to the Damaged PPE.

b. Multi-Vehicle Response. In the event that WFPA is required to respond to a call for service at the Solar Project Property during the Contribution Term that, based on the severity, requires more than one emergency vehicle to respond ("**Multi-Vehicle Response**"), Developer agrees to reimburse WFPA for reasonable costs associated

Attachment: Attachment #1 Janus - WFPA_Fire Services Contribution Agreement_Fully (10316 : Janus Solar and Battery Storage Project)

Docusign Envelope ID: 4049D034-FD0C-499D-B689-498DEDA80A8B

with the additional emergency vehicles and personnel required to respond (i.e., costs above and beyond the first vehicle and associated personnel) within thirty (30) days of receipt of an invoice from WFPA. Reimbursement shall be in accordance with the California Governor's Office of Emergency Services (Cal OES) "Current Apparatus, Support Equipment, & Volunteer Rates" published by Cal OES. The invoice shall include: (1) number and type of additional emergency response vehicles required for the Multi-Vehicle Response, (2) the additional personnel required (by position) to staff the additional emergency vehicles, and (3) the number of hours required by each.

5. Cooperation. In exchange for the Annual Contribution, Reimbursements, and Response and Prevention Plans, WFPA agrees that it will, and will take all reasonable measures to ensure that its Board of Directors, representatives, officers, employees and agents will, act in good faith during the approval process of the Solar Project and in such a way that does not unreasonably or illegally interfere with or impede the approvals by the County or any other governmental authority having jurisdiction over the Solar Project.

6. Term. The term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall continue for as long as the Solar Project is in operation and generating electricity.

7. Assignment. Developer shall have the right without WFPA's consent to sell, convey, lease, or assign all or any portion of this Agreement to one or more persons or entities (collectively, "**Assignees**") and to enter into collateral assignments of this Agreement to lenders or mortgagees (collectively, "**Lenders**") as security for one or more loan transactions. Any member or partner of Developer or an Assignee shall have the right without WFPA's consent to transfer any membership or partnership interest in Developer or such Assignee to one or more persons or entities. This Agreement shall be binding on any of Developer's Assignees, and other tranferees, including Lenders should any Lender foreclose on Developer's leasehold interest for the Solar Project Property.

8. Entire Agreement. This Agreement constitutes the entire agreement between WFPA and Developer and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of WFPA and Developer. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both WFPA and Developer.

9. Remedies and Termination. If Developer violates the terms or conditions of this Agreement, WFPA shall be entitled to any remedy available under applicable law or equity. If WFPA violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

10. Attorneys' Fees. The prevailing Party in any action relating to or arising out of this Agreement shall be entitled to recover all reasonable fees and costs, including reasonable attorneys' fees and expenses, incurred in the course of such action.

Attachment: Attachment #1 Janus - WFPA_Fire Services Contribution Agreement_Fully (10316 : Janus Solar and Battery Storage Project)

Docusign Envelope ID: 4049D034-FD0C-499D-B689-498DEDA80A8B

11. Notices. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to WFPA: Fire Chief
Williams Fire Protection Authority
P.O. Box 755
Williams, CA 95987

If to Developer: RWE Clean Energy
1401 East 6th Street, Suite 400,
Austin, Texas 78702

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Additional Documents. WFPA shall cooperate with Developer in the execution and delivery of any consents, estoppel certificates, and other documents as a Developer, its Lender, or other parties entering into a transaction with Developer may reasonably request, including, without limitation, any instruments reasonably required to evidence Developer's rights under this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action relating to or arising out of this Agreement shall be venued in Colusa County Superior Court.

[Signature pages to follow]

Attachment: Attachment #1 Janus - WFPA_Fire Services Contribution Agreement_Fully (10316 : Janus Solar and Battery Storage Project)

IN WITNESS WHEREOF, WFPA and Developer have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

WFPA:

Signed by:
By: Jeffery Gilbert
B6C318589D3D494...
Name: Jeffery Gilbert
Title: Fire Chief

DEVELOPER:

RWE Clean Energy Development, LLC,
a Delaware limited liability company

Signed by:
By: Venkatesh Inti
AB8ABE7A675A46A...
Name: Venkatesh Inti
Title: VP Development West Region

Attachment: Attachment #1 Janus - WFPA_Fire Services Contribution Agreement_Fully (10316 : Janus Solar and Battery Storage Project)

Attachment #1

Item	Description	Type	Unit Cost ($)	Qty	Total Cost
	SITE CLEARING/GRADING AND EARTHWORK				
1	Surface Restoration (gravel pads and roads) - Includes gravel removal, topsoil placement, seeding, fertilizer, mulch	AC	$ 336.81	20	$ 6,736.12
2	Surface Restoration ("two track" roads & pipelines) Includes scarify existing surface, seeding, fertilizer and mulch	AC	$ 2,744.86	20	$ 54,897.16
3	Removal & Disposal of Surfacing	SY	$ 7.35	10	$ 73.52
4	Topsoil Placing	CY	$ 3.84	2	$ 7.68
5	Topsoil Placing (6" deep)	AC	$ 666.00	2	$ 1,332.00
6	Water (For deconstruction purposes and dust control, includes all labor, material and equipment)	MG	$ 12.11	13000	$ 157,425.67
	FENCE & MISC. SITE REMOVAL WORK ITEMS				
1	Fence Removal (up to 5 strand barb wire fence, incl posts)	LF	$ 3.31	0	$ -
2	Fence Removal (chain link, posts and fabric, 6' high, remove only)	LF	$ 1.80	27500	$ 49,546.43
	POWER LINES, SUBSTATIONS, ELECTRICAL, TOWERS				
1	OH Power Removal (Single Pole Powerlines) Unit: MI = Miles	MI	$ 39,529.27	4	$ 158,117.09
2	OH Power Removal (Double Pole Powerlines) Unit: MI = Miles	MI	$ 50,790.98	0	$ -
3	Direct Burial Electrical Cable - Based on Type W 4/0, 3 conductor, 4 awg, 2.04" diameter, 361 Amp, 2000 Volt, 3.9#/lf, includes: trench excavation and backfill, removal and disposal	LF	$ 2.10	100	$ 210.38
4	Direct Burial Electrical Cable - Based on #2 wire, 3 conductor, #2 awg, includes: trench excavation and backfill, removal and disposal	LF	$ 5.89	100	$ 589.36
5	Remove Panelboard, 3 wire, 120/240 V, 200 amp, to 42 circuits, including removal of all breakers, conduit terminations & wire connections	EA	$ 543.19	24	$ 13,036.49
6	Transformer Removal (dry type, primary, 3 phase, to 600V, 750 kVA electrcial demolition, remove, including removal of supports, wire & conduit terminations)	EA	$ 838.89	24	$ 20,133.46
7	Substation Removal (Based on 34 kV (in) -- 7.2 kV (out))	EA	$ 35,538.15	1	$ 35,538.15
8	Utility Pole & Cross Arm Demolition (utility poles, wood, 35'-45' high)	EA	$ 427.84	80	$ 34,227.35
9	Remove OH Telephone Wire (from power pole)	EA	$ 64.55	1	$ 64.55
10	Power and utility line removal from conduit (conduit to remain in place)(1/0 to 4/0 THW-THWN-THHN Wire)	LF	$ 0.84	15840	$ 13,237.05
11	Power and utility line removal from conduit (conduit to remain in place)(#8 to #2 THW-THWN-THHN Wire)	LF	$ 0.42	0	$ -
	SOLAR (SPECIFIC) ELECTRIC GENERATING SYSTEM WORK ITEMS				
1	PV Solar Array Component Removal	EA	$ 5.08	200000	$ 1,016,000.00
2	Building Removal (Plant Services & Control Room)	LS	$ 16,553.23	1	$ 16,553.23
3	Foundation Removal (solar components & buildings)	LS	$ 140,989.00	1	$ 140,989.00
4	Pipeline Stubout Pipe Removal	EA	$ 81.40	0	$ -
5	Equipment Removal(turbine, UPC System, aux. boiler stack, condenser, feed and condensate systems)	LS	$ 137,826.85	0	$ -
1	Mobilization/Demobilization	LS	$ 1,672,968.87	1	$ 1,672,968.87
			DECOMMISSIONING COST ESTIMATE (TOTAL)		$ 3,391,683.58

Item	SALVAGE VALUE (EQUIPMENT AND MATERIALS) Description	Type	Unit Cost ($)		
1	Solar Modules - Salvage Value ($50.00/KW)	KW	$ 50.00	80000	$ 4,000,000.00
2	Steel (posts, tracker, tubes) - Salvage Credit ($0.07/lb)	LB	$ 0.07	19250000	$ 1,347,500.00
3	Copper (wires, grounding grid) - Salvage Credit ($0.09/lb)	LB	$ 0.09	455000	$ 40,950.00
4	Battery Modules	EA	$ 5,000.00	99	$ 495,000.00
					$ 5,883,450.00

The quantities presented are estimates based on projects of a similar size and scope and are subject to change upon deatiled project engineering.

Abbreviation Key	
EA	Each
AC	Acre
SF	Square Foot
SY	Square Yard
MSF	1,000 Square Feet
Mcf	1,000 Cubic Feet
CY	Cubic Yard
MG	1,000 Gallon
LF	Linear Feet
CLF	100 Linear Feet
MI	Mile
LB	Pound
TN	Ton
CF	Cubic Feet
HR	Hour
VF	Vertical Feet
LS	Lump Sum
GAL	Gallon

Attachment: Attachment #2 Decommissioning Engineers Estimate Example (10316 : Janus Solar and

Attachment #3

RWE

November 18th, 2024

City of Williams Parks and Recreation Division
810 E Street
Williams, CA 95987

Re: **Janus Solar and Battery Storage Project**
Parks Contribution

Dear Frank Kennedy:

On behalf of RWE Clean Energy and the Janus Solar and Battery Storage Project ("Janus") we are pleased to offer the City of Williams Parks and Recreation Division ("Division") an annual project donation in the amount of $15,000.00. Janus would like to begin making these payments to the Division approximately 45 days following the date that the Janus project officially begins commercial operation, and will make this same $15,000.00 payment to the Division on approximately the same date each year thereafter for a period of 34 years, consistent with the expected life of the Janus system.

We are looking forward to Janus becoming a part of your community. As such, we hope this donation will contribute to the continued services the Williams Parks and Recreation Division provides.

We would appreciate your acknowledgement of this donation by signing as shown below, and look forward to your support. If you have any further questions, please reach out to the lead developer at alex.salas@rwe.com.

Sincerely,

Venkatesh Inti

Acknowledged and accepted:

The City of Williams Parks and Recreation Division

By: _____
Title: CITY ADMINISTRATOR
Date: 11-21-2024

Attachment: Attachment #3 Janus - Williams_Parks and Recreation Contribution Letter_Fully Executed 11.25.24 (10316 : Janus Solar and

Attachment #4

- **"Summer 2024 in Northern California was the hottest on record." NOAA**

- **Scientific fact: note 2016 journal article - Mega-Solar Panels cause area's climate to changes 4-5 F degrees hotter because sun is reflected off panels into atmosphere and is not absorbed by ground.**

- **ui.adsabs.harvard.edu 'Impact of solar panels on global climate', Hu, Aixue**

- **Will this plan, if approved, set a precedent and change the 'right to farm' attitude in county? Agriculture is the main economy in county and needs to be respected as it supports most of us who live here.**

- **County jobs** mentioned are only for one year max. Who will be hired for the jobs mentioned and at what rate of pay? Benefits? Who provides the additional housing? How will schools be impacted?

- **Cost to county** — both direct and indirect costs such as roads, emergency services and potential change in surrounding farming operations not limited to current and designated land use for Stock and grazing animals.

- **Who will be benefitting from the solar power generated?**

  - Current policies are directed to benefit agriculture economically. How will this Colossal Solar field contribute to the current County's agriculture plan.

- **What is the potential impact of battery storage in this proposal? Woodland wildfire danger is real as noted in recent 10 year history of area.**

- **How much will actually be collected by the county each year for property taxes?** Will the nature of the project, ie 'Solar' exclude the plan from paying full tax obligations?

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

- **What type of transmission towers will be used to transmit the power? What land may need to be taken by Eminent Domain?** To satisfy Transmission lines and further road work? And who will be responsible for these costs?

- **Is the county expected to take the waste to the landfill** when the plan and/or becomes obsolete and is discarded. What assurances do we have as a county for costs in dismantling 666 acres of waste/cement?

- Only an observation…

  - **County and planning commission said no last year. Now the Sacramento developer/land owner brings back 'to the table' a 'new and improved' plan with same number of solar panels and Battery storage with only 72 less acres?**

  - **666 acres is approximately a square mile.**

- More importantly, by increasing temperatures (how will this affect our crop production and woodland wildfire issues) and **will this plan, if implemented, cost the county much more than the benefit promised by the Sacramento developer?**

- **From what I've read and understand, it appears the county will be carrying a potential significant price and liability to our county government, infrastructure and its citizens. The true costs to the county and it's way of life are not included in this report.**

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

Cynthia White Video Comments Link

https://www.countyofcolusaca.gov/DocumentCenter/View/18794/Cynthia-White-Video-Of-Support

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

I am writing to express my strong support for the Janus Solar Project. Our children deserve better schools and access to quality education, and Janus Solar offers an extraordinary opportunity to make that a reality. With more than a million dollars in combined funding for Williams, Pierce, Princeton, Stonyford, and Maxwell schools, this project will provide critical resources to enhance our children's learning experiences and ensure a brighter future for our community. Beyond the educational benefits, the economic impact of Janus Solar will be transformative. The project will generate $3.2 million in sales tax and create 200 local construction jobs, resulting in $15.9 million in total economic output during the 11-month construction period. Once operational, it will bring in more than $4 million in property taxes and contribute over $25 million in community benefit fees over its 35-year life, fostering economic diversification and revitalization for Colusa County. I urge local leaders to support the Janus Solar Farm for its positive economic impact on Colusa County.

Sincerely, Jay Dee & Nancy Garr

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

I Support Solar in Colusa County! I am writing to express my enthusiastic support for the proposed Janus Solar Farm in Colusa County. As a resident deeply committed to the future of our community and environment, I believe this project represents a crucial step forward in our efforts to embrace sustainable energy and enhance our local economy.

Sincerely,

Leslie Poland

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

As an advocate for renewable energy and environmental sustainability, I am writing to express my support for the Janus Solar Project. This project will not only bring economic and educational benefits to our community, but it will also help Colusa County lead the way in clean energy. With millions of dollars committed to our schools and public services, the project will improve the quality of life for all residents while promoting a sustainable future. I encourage the Board to approve this project and support Colusa County's long-term growth and environmental responsibility. Sincerely, Ann Seaton

Ann Seaton

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

As a retired resident of Colusa County, I support the Janus Solar Project because of the long-term benefits it will bring to our community. It offers economic revitalization through job creation, sales tax revenue, and property tax contributions that will support our schools, public services, and infrastructure without increasing taxes on residents. This project also ensures that agriculture will continue to thrive while making space for economic diversification. The opportunity Janus Solar provides is too important to pass up. I encourage the Board to approve this project for the future of our county.

Aricka Azevedo

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

I believe not only do land owners have a lot of leeway in what to do with their own property, but also that this is a great opportunity for the county bringing in much needed infastructure support for schools and police and fire districts as well as well paying jobs. As a community leader, I strongly support the Janus Solar Project for the immense benefits it brings to our local infrastructure and services. Janus Solar will provide half a million dollars annually to fund the county's infrastructure without increasing strain on public services. In addition, the $300,000 Janus Solar is contributing to the Williams Fire Protection Authority annually will ensure 24-7 firefighting services for the entire fire district, making our community safer. This project supports the long-term health and well-being of our residents while delivering economic and environmental gains. I urge the Board to approve this project for the betterment of Colusa County.

Betty Huson

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

I am writing to express my keen support for the Janus Solar project in Colusa County. This initiative represents a significant opportunity for our community – not only for the hundreds of local jobs created, but also for the incredible support it offers our local safety organizations. 75% of the Public Services Mitigation will be given to the Williams Fire Protection Authority – this is a huge amount of money that can really make a difference in our safety. I am very happy to support a project that will give back to our community in so many ways and look forward to Janus Solar joining Colusa County. I support local service organizations in Colusa County by supporting the Janus Solar Farm!

Bonnie Rose

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

As an advocate for renewable energy and environmental sustainability, I am writing to express my support for the Janus Solar Project. This project will not only bring economic and educational benefits to our community, but it will also help Colusa County lead the way in clean energy. With millions of dollars committed to our schools and public services, the project will improve the quality of life for all residents while promoting a sustainable future. I encourage the Board to approve this project and support Colusa County's long-term growth and environmental responsibility. Moving forward with projects like these are imperative for the future of our planet and communities. Let us be at the forefront of a new way forward and pave the path for future projects.

Brew Lockwin

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

As a local business owner, I strongly support the Janus Solar Project. The economic benefits it will bring to our community are immense. With sales tax revenue projected to exceed $3.2 million and a total economic output of $15.9 million during the construction period alone, Janus Solar will revitalize local businesses like mine. Hotels, restaurants, fueling stations, and contractors all stand to benefit, creating a ripple effect of economic growth. The project will also add 200 local jobs during construction, and up to five high-paying permanent jobs during operations, giving our local workforce a major boost. I urge you to approve this project and support the economic diversification that our county desperately needs.

Grant Azevedo

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

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John Vafis

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

I am writing to express my support for the Janus Solar Farm in Colusa County. This initiative, which will generate 80 megawatts of cost-competitive renewable energy, is a significant step forward for our community. The project will create up to 200 local jobs, providing much-needed employment opportunities and boosting our local economy. Additionally, the $300,000 annual contribution to fire protection services is a vital enhancement in our community's safety. Supporting the Janus Solar Project aligns with our goals for sustainable development and community well-being. I urge local leaders to back this important initiative.

Sincerely,

Linda Mora

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

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Sincerely,

Pamela Casselman

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

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Patricia Ash

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

As a grandparent in Colusa County, I am writing to express my enthusiastic support for the Janus Solar Project. Our children need better schools and deserve the best education we can provide. Janus Solar offers an extraordinary opportunity to make that happen by providing millions of dollars in new school funding for our local districts. This project will contribute more than a million dollars combined to schools in Williams, Arbuckle, Princeton, Stonyford, and Maxwell. This is an investment in our children's future. I hope you will say yes to this project and the incredible opportunities it brings.

Patricia Morris

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #4

I am writing to express my strong support for the Janus Solar Project. Our children deserve better schools and access to quality education, and Janus Solar offers an extraordinary opportunity to make that a reality. With more than a million dollars in combined funding for Williams, Pierce, Princeton, Stonyford, and Maxwell schools, this project will provide critical resources to enhance our children's learning experiences and ensure a brighter future for our community. Beyond the educational benefits, the economic impact of Janus Solar will be transformative. The project will generate $3.2 million in sales tax and create 200 local construction jobs, resulting in $15.9 million in total economic output during the 11-month construction period. Once operational, it will bring in more than $4 million in property taxes and contribute over $25 million in community benefit fees over its 35-year life, fostering economic diversification and revitalization for Colusa County. I urge local leaders to support the Janus Solar Farm for its positive economic impact on Colusa County.

Roberta James

Attachment: Attachment #4 - January 8 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Planning Commission
546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

Meeting: 02/05/25 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Greg Plucker
Initiator: Xzandrea Fowler
Sponsors:
DOC ID: 10286 A

PLANNING COMMISSION (ID # 10286)

Detail

Applicant:	Janus Solar PV, LLC	**File:**	EIR and Use Permit #PD-24-24
General Plan:	Agriculture General (AG), Agriculture Upland (AU)	**Zoning:**	Foothill Agriculture (F-A), Exclusive Agriculture (E-A)

Formal Title / Summary

Public Hearing and adoption of a Resolution for the Janus Solar and Battery Storage project (#PD-24-24) which would recommend that the Board of Supervisors: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; (3) adopt an Ordinance approving a Development Agreement; (4) adopt an Ordinance approving a Franchise Agreement; and (5) find that the project is compatible with the County's Williamson Act program.

Action Requested

Public Hearing and adoption of a Resolution for the Janus Solar and Battery Storage project (#PD-24-24) which would recommend that the Board of Supervisors: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; (3) adopt an Ordinance approving a Development Agreement; (4) adopt an Ordinance approving a Franchise Agreement; and (5) find that the project is compatible with the County's Williamson Act program.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

Janus Solar PV, LLC (Applicant) has submitted a conditional use permit application to construct, operate, maintain, and decommission a solar photovoltaic (PV) power generating facility including solar PV modules, a battery energy storage system (BESS), on-site substation, a gen-tie transmission line, and other necessary supporting infrastructure (Janus Solar and Battery Storage Project). Along with the Use Permit Application, a Development Agreement, Franchise Agreement, and a review of project's compatibility with the County's Williamson Act program is also part of the project.

This project would generate up to 80 megawatts of alternating current of electricity and store up to 80 megawatts, or 320 megawatt hours (MWh), of electricity on an approximately 886-acre site; only an estimated 666 acres of the site would be used. The project would connect to the electrical grid at the existing PG&E Cortina Substation via an approximately 4-mile new gen-tie transmission line.

The County of Colusa, as the CEQA Lead Agency, has prepared an Environmental

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Impact Report (EIR) (State Clearinghouse No. 2024061043) to analyze the potential direct, indirect, and cumulative impacts of the proposed project.

APN:
018-050-005-000 and 018-050-006-000

LOCATION:
The project is located approximately 6.5 miles southwest of the City of Williams, approximately 2 miles south of the Walnut Drive/Spring Valley Road on the east side of Spring Valley Road.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Overview

When the project application was submitted, staff determined that the project could have potential significant effects upon the environment. As such, the Community Development Department has processed a Draft Environmental Impact Report (EIR) (State Clearinghouse No. 2024061043) to document the analysis of the potential direct, indirect, and cumulative impacts of the proposed project.

By way of background, an EIR is primarily an informational document intended to inform the public agency decision-makers (Planning Commission and Board of Supervisors), other responsible agencies, and the general public of the potentially significant effects of a proposed project. The EIR discloses the known potentially significant impacts; identifies feasible means to minimize or mitigate those effects; and considers reasonable alternatives to the project that might further reduce significant impacts while still attaining the project objectives. The decision-making bodies then must consider the information in an EIR before taking action on the proposed project.

An EIR is prepared in two key stages. First, a Draft EIR (DEIR) is prepared and distributed for public and agency review and comment. Once comments on the Draft EIR are received, responses to those comments and any additional relevant project information and analysis are prepared and compiled in a Final EIR (FEIR). Both of these documents (i.e., the Draft EIR and the Final EIR), along with any related technical appendices, represent the complete record of the EIR.

For clarification, the term EIR used in this staff report may refer to the Draft EIR together with the Final EIR, Appendices, and all other studies and documents prepared as part of the environmental review document for the project as these documents represent the totality of the EIR record, However, when referring to just the "Draft EIR" or "DEIR", those terms will refer just to the draft document and when referring to just the "Final EIR" or "FEIR" those terms will refer just to the response to comment document.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Ultimately, the EIR is used by the agency's decision-making bodies to weigh the environmental impacts against a proposed project in order to make an informed decision. In the case of the Janus Solar and Battery Storage Project, the Planning Commission will be making a recommendation on the EIR and project to the Board of Supervisors for the final decision. Under the typical process, the Planning Commission is the approval authority for a Use Permit per Colusa County Zoning Code §44-1.70.010 (Review Authority), Table 44-1.70-1(Planning and Development Permit Review Authority). However, the project includes a Development Agreement, and pursuant to Zoning Code Table 44-1.70.1 the Planning Commission only makes a recommendation on the Development Agreement to the Board of Supervisors who is the final decision making body. Pursuant to Zoning Code §44-1.70.020 (Application Preparation and Filing) subsection D (Concurrent Permit Processing) when more than one planning permit application is submitted for a single project, the applications shall be processed concurrently, with all the permits being considered and acted upon by the highest applicable review authority. Because the application involves a Use Permit and Development Agreement, the Board is the highest review authority and, thus, the Planning Commission will make a recommendation to the Board on both the Use Permit and Development Agreement and the Board will make the final decision. Because the project also involves a Franchise Agreement and a Williamson Act program determination, each of which is the responsibility of the Board of Supervisors, these items are also being presented to the Planning Commission for your review and recommendation.

PROJECT OVERVIEW:

Section 2.4 (pages 2-5 - 2-25) of the Draft EIR contains a detailed description of the proposed project. In general, the project consists of four major components: (1) a solar PV power generation facility (Solar Facility); (2) an on-site substation; (3) the Battery Energy Storage System (BESS); and (4) the gen-tie line (Draft EIR Figure 2-3). A general overview of each component is as follows:

Solar PV Generating Components

The Solar Facility would consist of solar PV modules (also known as panels) arranged into arrays supported by a racking system and tracker units that track the sun. A typical tracker section detail is provided in Draft EIR Figure 2-4. The PV modules on the trackers convert sunlight into electricity. When modules are mounted on tracking devices, they are referred to as trackers or tracker blocks. The trackers are organized in rows in a uniform grid pattern or solar array. Each tracking assembly would consist of steel posts on which the frames for the PV modules rest. Each tracker would hold PV modules mounted on this metal framework structure and range between 6 and 13 feet above grade, depending on the topography. The trackers would be separated by sufficient distance to accommodate maintenance personnel and pursuant to design

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parameters that meet applicable Colusa County fire safety requirements. The project would include approximately 196,000 solar PV modules to form a utility scale PV system.

On-Site Substation

A project substation would be constructed in the northwest portion of the project site. It would include a generator step-up transformer to increase the output voltage from the module blocks (34.5 kV) to the voltage of the 60-kV gen-tie line, protective relay and metering equipment, utility and customer revenue metering, lightening arrestor, disconnect, circuit breaker and a station service transformer that would provide power to the substation and its weatherproof control house. The overall footprint of the project substation is anticipated to be constructed on approximately 3 acres and include structures up to 80 feet in height. An emergency generator for use in the event that the regional transmission system fails would also be located at the substation; this emergency generator would provide emergency power until the regional transmission system restores operations. The generator would be powered by propane or diesel. A fuel tank would be immediately adjacent to the generator. Details about the substation (including a plan view and elevations of the substation, and an elevation of the control enclosure) are provided in Figures 2-5 and 2-6 of the Draft EIR.

BESS

The BESS would be located adjacent to the on-site substation. Batteries would be contained within metal enclosures. Gravel would be placed on the surface of the BESS yard and in between each enclosure. The color of the metal enclosure may be dark gray, but typically varies by manufacturer and has not yet been determined. The maximum combined footprint for the BESS is approximately 4 acres. Key components of the BESS include batteries and battery storage system enclosures, as well as controllers, converters, inverters, and transformers. Figure 2-7 of the Draft EIR provides an overview of the BESS layout.

Sealed battery modules would be installed in self-supporting racks electrically connected either in series or parallel to each other. The individual battery racks would be connected in a series or a parallel configuration to deliver the BESS energy and power rating. The BESS enclosures would house the batteries as well as the battery storage system controllers. The BESS enclosures would also house required heating, ventilation, and air conditioning (HVAC) and fire protection systems.

Lithium-ion technology, with lithium iron phosphate (LFP) sub-chemistry, is proposed for the BESS. Selection of the lithium-ion sub-chemistry for the project has taken into consideration various technical factors, including safety, life span, energy performance, and cost. In general, a lithium-ion battery is a rechargeable battery consisting of three major functional components: a positive electrode made from metal oxide, a negative electrode made from carbon, and an electrolyte made from lithium salt. The proposed

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BESS would be designed, constructed, operated, and maintained in accordance with existing federal, state, and local codes and regulations for health and safety, including the California Fire Code. The Applicant would select batteries or energy storage system providers that comply with the application-specific codes, standards, and regulations for the siting, construction, and operation of the storage system.

The BESS would contain a safety system that would be triggered automatically when the system senses imminent fire danger. The fire safety system would shut down the unit if any hazard indicators were detected. If the safety system detects a potential issue as detected by the smoke and temperature sensors, the batteries would be automatically de-energized by opening the electrical contacts, and HVAC units and fans would be shut off.

Gen-Tie Line

Energy from the proposed solar arrays would be collected at the on-site substation and transmitted to the existing PG&E Cortina Substation. In order to interconnect the project with the PG&E Cortina Substation, a new 60 kV gen-tie line would be installed that would originate from the northwest corner of the project site at the on-site substation and extend approximately 2 miles within the County ROW along Spring Valley Road to reach Walnut Drive. At Walnut Drive, the gen-tie line will continue within the County ROW for approximately 2 miles along Walnut Drive to the POI at the PG&E Cortina Substation. Along this route, the gen-tie line would cross the Colusa-Tehama Canal, administered by the United States Bureau of Reclamation (USBR). The Applicant's gen-tie construction would terminate at the PG&E Cortina Substation property line. From their property line, PG&E would construct an approximately 1,000-foot-long span, continuing the gen-tie to the project's bay within the existing footprint of the PG&E Cortina Substation. PG&E would be responsible for all improvements constructed within their property.

PROJECT CONSTRUCTION:

Project construction would consist of two major stages. The first stage would include site preparation, grading, and preparing staging areas and on-site access routes. The second stage would involve assembling the trackers and constructing electrical interconnection facilities. Construction of the project is anticipated to last approximately 11 months. As conditioned, on- and off-site construction would occur Mondays through Fridays from 7:00 am to 7:00 pm, and on-site could occur from 8:00 am to 5:00 pm on Saturdays and Sundays. Please refer to Section 2.4.8 (pages 2-18 - 2-21) of the Draft EIR for details regarding the proposed construction.

DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR) SUMMARY:

As previously discussed, a Draft EIR for the project has been prepared and pursuant to the requirements of the California Environmental Quality Act. Detailed information about the project's potential impacts is contained in the Draft EIR documents. The

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following is an overview of the issues considered in the Draft EIR:

Section 4.1 Aesthetics
Section 4.1 of the Draft EIR (Pages 4.1-1 through 4.1-50) identifies and evaluates issues related to potential aesthetic impacts of the project and considers the physical and regulatory setting, the criteria used to evaluate the significance of potential visual impacts, the methods used in evaluating these impacts, and the results of the impact assessment. In addition, Appendix "B" of the Draft EIR contains a Visual Impact Assessment of the project.

Visual impacts are generally defined in terms of a project's physical characteristics and potential visibility, as well as the extent to which the project's presence would change the perceived visual character and quality of the environment in which it would be located. The visual analysis followed the contrast rating system used by the U.S. Bureau of Land Management (BLM) to objectively measure potential changes to the visual environment (BLM 1986). The BLM's contrast rating system is commonly used by federal agencies to assess potential visual resource impacts from proposed projects.

Potential visual impacts were characterized by determining the level of visual contrast introduced by the project based on comparing existing conditions and photo simulations. Visual contrast is a means to evaluate the level of modification to existing landscape features. Existing landscapes are defined by the visual characteristics (form, line, color, and texture) associated with the landform (including water), vegetation, and existing development.

In the visual impact analysis Key Observation Points (KOPs) were identified based on locations from which the project infrastructure would potentially be visible and noticeable to the casual observer. The "casual observer" is considered an observer who is not actively looking or searching for the project, but who is engaged in activities at locations with potential views of the project, such as hiking or driving along a scenic road. If the project infrastructure is not noticeable to the casual observer, visual impacts can be considered minor to negligible.

The conclusion of the Draft EIR, based on the visual impact analysis, is that the project impacts to aesthetics would be less than significant, and no mitigation measures were required. It is recognized that the Project would substantially change the characteristics of the project site. However, the project site does not contain significant scenic features (on site there are no interesting landforms, the vegetation has little variety of patterns, forms, textures, or colors, and the scenic features are not unique or rare within the region). Because, the project would not block views of the hills in the background and the adjacent scenery, visual impacts would be less than significant.

Section 4.2 Agriculture and Forestry Resources
Section 4.2 of the Draft EIR (Pages 4.2-1 through 4.1-13) identifies and evaluates issues related to potential agriculture and forestry resource impacts and includes the physical

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and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The project site largely consists of grazing land and is currently used by the landowner for dry land cattle grazing. The project site is not classified as Unique or Prime farmland. The entire project site has been classified as Farmland of Local Importance under the California Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP). The project site is surrounded by land also classified as Farmland of Local Importance.

To assess potential impacts on agriculture and farmland, a project-specific Land Evaluation and Site Assessment (LESA) modeling (Appendix B-1), Addendum to the LESA (Appendix B-2), and site-specific zoning, and mapping pursuant to the Department of Conservation Farmland Mapping and Monitoring Program was considered. To assess potential impacts on forest resources, site-specific zoning, environmental characteristics, and applicable State law definitions were considered.

The conclusion of the Draft EIR, based on the impact analysis, is that the project impacts to Agriculture and Forestry Resources would be either no impact or less than significant, and no mitigation measures were required.

Section 4.3 Air Quality

Section 4.3 of the Draft EIR (Pages 4.3-1 through 4.3-31) identifies and evaluates issues related to Air Quality and includes the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

As identified in the Draft EIR, the greatest potential for exposure to air pollutants would occur during construction, when the ground would be disturbed from grading and delivery of materials. The construction emissions presented in the analysis are based on worst-case conditions, assuming maximum construction activity would occur. In reality, exposure to emissions would vary substantially throughout the construction phase and would depend on the staging of the work being conducted, location of work relative to receptors, and weather conditions.

Once constructed, the project would operate 7 days per week and 365 days per year. Only occasional on-site maintenance is expected to be required following commissioning. Operations and maintenance activities would require up to three workers performing visual inspections, monitoring plant performance, executing minor repairs, and responding to needs for plant adjustment. On intermittent occasions, the presence of 5-30 workers may be required for repairs or replacement of equipment, panel cleaning, and other specialized maintenance. However, due to the self-operating nature of the facilities, such occasions would likely occur infrequently. The expected maintenance would generate little traffic during operations.

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Air quality impacts from diesel particulate matter (DPM, represented by exhaust PM2.5) were assessed using AERMOD v23132 model. Construction equipment emissions were imulated as a single area source covering the project site. In addition, a health risk assessment (HRA) was conducted for project construction emissions using HARP2 model based on values from AERMOD model. Please see Appendix D, Air Quality and Greenhouse Gas Technical Report for additional detail.

In general, the analysis found that there could be a significant air quality impact from the project. However, the mitigation measures AQ-1: Construction Equipment Requirements, AQ-2: Dust Control Measures, and AQ-3: Long Term Dust Control mitigation measures are recommended to reduce air quality impacts to less than a significant level.

Section 4.4 Biological Resources

Section 4.4 of the Draft EIR (page 4.4-1 through 4.4-61) describes the biological resources of the proposed project site and evaluates habitat conditions to determine the potential for occurrence of common and special status species and their habitats.

Special status plant species were defined in accordance with the CEQA Guidelines, Section 15380, and the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (California Department of Fish and Game, 2018). In addition, Appendix E is a Biological Resource evaluation and biologists conducted literature reviews and field surveys of the biological resources potentially associated with the project site were conducted in 2019, 2020, 2021, and 2024.

The proposed project site supports an assortment of plants and wildlife and provides shelter, cover, roosting, foraging, and breeding habitats to mammals, birds, invertebrates, reptiles, and amphibians as year-round residents, seasonal residents, and/or migrants. However, the project site generally supports low-quality wildlife habitat due to regular disturbances from cattle grazing and grain cultivation and lack of complex vegetation communities. During the field surveys, 102 native and non-native plant species, six mammals, 39 birds, seven invertebrates, four reptiles, and three amphibian species were identified. A list of plant and wildlife species recorded during the field surveys is provided in Appendix E.

A number of potentially significant impacts were identified in the Draft EIR. However, the Draft EIR determined that with the following mitigation measures impacts to biological resources were being reduced to a level that is less than significant: (1) BIO-1: Protection of Special Status Species the Crotch's Bumble Bee, the Burrowing Owl, the Swainson's Hawk, and the American Badger; (2) BIO-2: Worker Environmental Awareness Training and Best Management Practices for Biological Resources; and (3) BIO-3: Protection of Nesting Birds

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Section 4.5 Cultural Resources
Section 4.5 of the Draft EIR (page 4.5-1 through 4.5-28) identifies and evaluates issues related to Cultural Resources and includes the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. This analysis is based in part on the project-specific Cultural Resources Phase I Survey Report prepared in July 2021. The cultural evaluations were conducted in compliance with CEQA to identify cultural resources, including (but not limited to) archaeological, historic built architectural, and Native American resources within the project site (or area) and the transmission line corridor.

The Draft EIR identified a potentially significant impact to cultural resources. However, the Draft EIR determined that with mitigation measures CUL-1: Cultural Resource Worker Education/Training; CUL-2: Inadvertent Discovery of Archaeological Resources During Construction, and CUL-3: Inadvertent Discovery of Human Remains During Construction the impacts were being reduced to a level that is less than significant.

Section 4.6 Energy
Section 4.6 of the Draft EIR (page 4.6-1 through 4.6-11) identifies and evaluates issues related to Energy and includes the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The Draft EIR did not identify a potentially significant impact to energy as a result of the project and, as such, no mitigation measures are recommended.

Section 4.7 Geology, Soils and Paleontological Resources
Section 4.7 of the Draft EIR (page 4.7-1 through 4.7-17) identifies and evaluates issues related to Geology, Soils and Paleontological Resources and includes the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The Draft EIR identified potentially significant impacts to geology, soils and paleontological resources. However, the Draft EIR determined that with the following mitigation measures impacts were being reduced to a level that is less than significant GEO-1: Paleontological Worker Education and Awareness Program (WEAP); and GEO-2: Unanticipated Find Contingency.

Section 4.8 Greenhouse Gases
Section 4.8 of the Draft EIR (page 4.8-1 through 4.8-11) identifies and evaluates issues related to Greenhouse Gases and includes the physical and regulatory setting, the

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criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. Information in this section is based on the Air Quality and Greenhouse Gas Technical Report located in Appendix D of this Draft EIR.

The Draft EIR did not identify a potentially significant impact to greenhouse gases as a result of the project and, as such, no mitigation measures are recommended.

Section 4.9 Hazards and Hazardous Materials
Section 4.9 of the Draft EIR (page 4.9-1 through 4.9-26) identifies and evaluates issues related to Hazards and Hazardous Materials and includes the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. Information in this section includes the Phase I Environmental Site Assessment and the Tesla Megapack 2/XL Hazard Mitigation Analysis prepared by the Energy Safety Response Group for Tesla, Inc. in Appendix G.

The Draft EIR identified a potentially significant impact as a result of the exposure to people or structures to a significant risk of loss, injury or death because of wildland fires. However, the Draft EIR determined that with mitigation measure FIRE-1: Wildfire Protection Measures impacts were being reduced to a level that is less than significant.

Section 4.10 Hydrology and Water Quality
Section 4.10 of the Draft EIR (page 4.10-1 through 4.10-14) identifies and evaluates issues related to Hydrology and Water Quality Resources including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. This analysis includes the 2021 Water Supply Assessment (WSA) (Appendix H-1) and the Addendum to the WSA (Appendix H-2).

The Draft EIR did not identify potentially significant impacts to hydrology and water quality as a result of the project and, as such, no mitigation measures are recommended.

Section 4.11 Land Use and Planning
Section 4.11 of the Draft EIR (page 4.11-1 through 4.11-11) identifies and evaluates issues related to Land Use and Planning including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. This analysis includes an evaluation of both General Plan and Zoning Ordinance requirements.

The Draft EIR did not identify potentially significant impacts to land use and planning issues as a result of the project and, as such, no mitigation measures are recommended.

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Section 4.12 Mineral Resources
Section 4.12 of the Draft EIR (page 4.12-1 through 4.12-4) identifies and evaluates issues related to Mineral Resources including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The Draft EIR did not identify potentially significant impacts to mineral resources as a result of the project and, as such, no mitigation measures are recommended.

Section 4.13 Noise
Section 4.13 of the Draft EIR (page 4.13-1 through 4.13-23) identifies and evaluates issues related to Noise including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. This analysis included the Sound Survey and Analysis Report (Appendix I-1).

The Draft EIR identified potentially significant impacts as a result of project related noise but found with mitigation measure NOISE-1: Noise Minimization the impact was mitigated below a level of significance.

Section 4.14 Population and Housing
Section 4.14 of the Draft EIR (page 4.14-1 through 4.14-6) identifies and evaluates issues related to Population and Housing including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The Draft EIR did not identify potentially significant impacts as a result of population and housing and, thus, no mitigation measures are recommended.

Section 4.15 Public Services
Section 4.15 of the Draft EIR (page 4.15-1 through 4.15-7) identifies and evaluates issues related to Public Services including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The public services impact evaluation considered the public service provisions included within the project definition and the Draft EIR did not identify potentially significant impacts as a result of the project reacted to public services and, thus, no mitigation measures are recommended.

Section 4.16 Recreation
Section 4.16 of the Draft EIR (page 4.16-1 through 4.16-5) identifies and evaluates issues related to Recreation including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

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The Draft EIR did not identify potentially significant impacts as a result of project related to recreation and, thus, no mitigation measures are recommended.

Section 4.17 Transportation
Section 4.17 of the Draft EIR (page 4.17-1 through 4.17-11) identifies and evaluates issues related to Transportation including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. The analysis also included a traffic study (Appendix J-1) and an addendum (Appendix J-2) to examine Level of Service (LOS) and Vehicle Miles Traveled (VMT) assessments.

The Draft EIR identified potentially significant impacts as a result of project construction related traffic. However, the Draft EIR determined that with mitigation measures TRANS-1: Road Inspection and Repairs and TRANS-2: Construction Warning Signs potential impacts were being reduced to a level that is less than significant.

Section 4.18 Tribal Cultural Resources
Section 4.18 of the Draft EIR (page 4.18-1 through 4.18-5) identifies and evaluates issues related to Tribal Cultural Resources including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment. As part the analysis, an ethnographic review of tribal cultural resources was performed via the NWIC record search, NAHC search, and the review of available ethnographic documents (Please see Section 4.5.1 of the Draft EIR).

The Draft EIR identified a potentially significant impact to tribal cultural resources. However, the Draft EIR determined that with mitigation measures CUL-1: Cultural Resource Worker Education/Training; CUL-2: Inadvertent Discovery of Archaeological Resources During Construction, and CUL-3: Inadvertent Discovery of Human Remains During Construction the impacts were being reduced to a level that is less than significant.

Section 4.19 Utilities and Service Systems
Section 4.19 of the Draft EIR (page 4.19-1 through 4.19-10) identifies and evaluates issues related to Utilities and Service Systems including the physical and regulatory setting, the criteria used to evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

The Draft EIR did not identify potentially significant impacts to the utilities and service systems and, thus, no mitigation measures are recommended.

Section 4.20 Wildfire
Section 4.20 of the Draft EIR (page 4.20-1 through 4.20-24) identifies and evaluates issues related to wildfire including the physical and regulatory setting, the criteria used to

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evaluate the significance of potential impacts, the methods used in evaluating these impacts, and the results of the impact assessment.

As detailed, the National Wildfire Coordinating Group (NWCG) has developed a variety of fuel models that describe different types of fuel and how fire spreads through them. Based on the vegetation present on the project site, the most appropriate model to analyze the impact of a wildfire would be the Grass fuel model (GR) as the primary carrier in the model is grass. Grass fuels can vary from heavily grazed grass stubble or sparse natural grass to dense grass more than 6-feet tall. Fire behavior varies from moderate spread rate and low flame length in the sparse grass to extreme spread rate and flame length in the tall grass models (NWCG, 2024a). In order to analyze the project specific impacts, a site-specific fire behavior modeling was conducted and is detailed in the Fire Hazard Analysis Technical Memorandum (Appendix K, Dudek 2024

The Draft EIR identified a potentially significant wildland fire impact from the project. However, the Draft EIR determined that with mitigation measures FIRE-1: Wildfire Protection Measures the impact was being reduced to a level that is less than significant.

INTRODUCTION TO THE ALTERNATIVES

CEQA requires that a Draft EIR describe a range of reasonable alternatives to the project, or to its location, which could feasibly avoid or lessen any significant environmental impacts, while substantially attaining the basic objectives of the project. Chapter 3 of the Draft EIR (pages 3-1 through 3-8) describes potential alternatives to the proposed project that were considered, identifies alternatives that were eliminated from further consideration and the reasons for dismissal, and analyzes remaining alternatives in comparison to the potential environmental impacts associated with the proposed project.

Key provisions of the CEQA Guidelines pertaining to the alternatives analysis are summarized below:

- The discussion of alternatives shall focus on alternatives to the proposed project, or to its location, that avoid or substantially lessen any significant effects of the proposed project, even if these alternatives would impede to some degree the attainment of the proposed project objectives or would be more costly.

- The "No Project Alternative" shall be evaluated, along with its impact. The No Project analysis shall discuss the existing conditions at the time the Notice of Preparation is published. Additionally, the analysis shall discuss what would be reasonably expected to occur in the foreseeable future if the proposed project were not approved, based on current plans and consistent with available infrastructure and community services.

- The range of alternatives required in an EIR is governed by a "rule of reason";

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therefore, the EIR must evaluate only those alternatives necessary to permit a reasoned choice. Alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the proposed project.

- For alternative locations, only locations that would avoid or substantially lessen any of the significant effects of the proposed project need to be considered for inclusion in the EIR.

- An EIR need not consider an alternative whose effects cannot be reasonably ascertained and whose implementation is remote and speculative.

As detailed in Section 3.3 of the Draft EIR (pages 3-2 through 3-4) the following alternatives were considered and eliminated from further analysis: Section 3.3.1 Reduced Acreage Alternative; Section 3.3.2 Orchard Alternative; and Section 3.3.3 Conservation and Demand Side Management Alternative.

As detailed in Section 3.4 of the Draft EIR (pages 3-4 through 3-7), in addition to the mandatory No Project Alternative, an alternative that focused on distributed, rooftop solar throughout Colusa County; an alternative solely focused on solar PV energy (removing the BESS component from the project); an alternative that undergrounds the gen-tie line; and an off-site alternative in northeastern Colusa County were considered to potentially lessen or avoid significant environmental effects resulting from implementation of the proposed project. Specifically, these alternatives are: Section 3.4.1 No Project Alternative; Section 3.4.2 Distributed Solar Alternative; Section 3.4.3 Solar Only Alternative; Section 3.4.4 Undergrounded Gen-Tie Alternative, and Section 3.4.5 Northeast Site Alternative.

FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) SUMMARY:

The 45-day public review period for the Draft EIR began with the filing of the Notice of Completion (NOC) on September 30, 2024 with the Governor's Office of Planning and Research and ended on November 13, 2024. In addition, notices were mailed directly to property owner's in the vicinity, published in the Colusa County Pioneer review, and an email was sent to persons and organizations who had previously expressed interest in this project informing all of the opportunity to review the Draft EIR and the public review time period. In addition, the Planning Commission held a meeting on October 30, 2024 to allow all interested parties an opportunity to comment verbally on the Draft EIR.

Upon conclusion of the public review period, nine comments were received from private individuals and their representatives and from two State agencies. County staff, the EIR consultant, and the applicant have worked on performing additional analysis in order to respond to the submitted Draft EIR comments.

In considering the comments and responses to them, it is important to note that the adequacy of the findings and conclusions in an EIR are governed by the substantial

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evidence standard. "Substantial evidence" means "enough relevant information and reasonable inferences from this information is present so that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Substantial evidence includes facts, reasonable assumptions based on facts, and expert opinion supported by facts. Arguments, speculation, unsubstantiated statements, evidence that is not credible, or alleged economic impacts that do not cause physical impacts is not considered substantial evidence for the purposes of CEQA.

The Final EIR for the Janus Solar and Battery Storage Project consists of:

1.) The Draft EIR;
2.) Comments received on the Draft EIR;
3.) A list of persons, organizations, and public agencies that commented on the Draft EIR;
4.) Responses to the comments received; and
5.) Minor revisions to the Draft EIR.

Section 2 of the Final EIR provides the Draft EIR comments and the responses. There are three general parts to the Response to Comments (Section 2 – Comments and Responses to Comments). The first part is contained in Section 2.2 (Comprehensive Response to Common Comments) which provides responses to comments that were made by multiple commenters. These responses are labeled with an "R" and then followed by a section number ranging from R1.1 through R-17.8. The second part is a verbatim transcript of the June 30, 2024 Planning Commission meeting where verbal comments were received on the Draft EIR. The responses to these verbal comments made are labeled with an "HC" (Hearing Comments) then a comment number ranging from HC-1 through HC-63. The last part of the Response to Comment section is the responses to the written comments received on the Draft EIR. The lettering labels and the commenters are as follows:

Letter Designation	Agency/Interested Party
"A"	California Department of Fish and Wildlife
"B"	Antoinette Marsh
"C"	Stephen & Karan Marsh
"D"	Myers-Marsh Mutual Water Company
"E"	Clark & Nelson (David R. Nelson, representing Jean Terkildsen, Elizabeth Katsaris, and Matthew Ferrini)
"F"	Adam Borchard
"G"	Annamarie Marsh Louie
"H"	Bernadette Marsh
"I"	Jean Terkildsen

"J"	David Fong
"K"	Central Valley Regional Water Quality Control Board

While all of the comments and responses in the Final EIR must be considered, the intent of this section of the staff report is to provide a generalized summary of several issues that are included in many of the comments or concerns as follows:

General Plan Consistency

A number of comments were received that the Colusa County General Plan and Zoning Code do not allow for this type/size of project at its proposed location. The project site is designated as Agriculture Upland (AU) by the General Plan and zoned as Foothill Agriculture (F-A). The gen-tie line intersects land designated as AU and Agriculture General (AG) and zoned as F-A and Exclusive Agriculture (E-A).

As detailed in the Comprehensive Response Section 14 (General Plan and Zoning) of the Final EIR, the General Plan consists of a variety of goals, objectives, and policies - some of which are broad in scope; others of which are highly specific. For example, the General Plan includes overarching goals and objectives geared toward supporting agriculture and maintaining agriculture land use designations, while also providing specific guidance for the evaluation of certain uses that are considered compatible with agricultural lands, like alternative energy production (including solar). Because general plans are drafted in this way and are intended to reflect a range of competing interests, projects are not required to be in rigid conformity with every provision, but instead need to be interpreted considering the whole plan while following the more specific provisions.

The Draft EIR, as well as the response to comments of the Final EIR, contain a detailed discussion of the General Plan provisions with respect to this project and the General Plan consistency provided that the proposed Use Permit is approved. As detailed in Colusa County General Plan Land Use Element Table LU-1, energy production (including solar) is defined as an allowed use. General Plan Table LU-1 also states that the Zoning Ordinance will identify specific uses allowed on each parcel. The subject property's Foothill Agriculture (F-A) zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit.

In addition, General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit". It is important to note that when the County's 2030 General Plan Update EIR was prepared for the current General Plan in 2012, it was projected that the increase in new development would create additional stationary source

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emissions that would cause a Significant and Unavoidable Impact. To help lessen this impact, several policies were included in the 2030 General Plan Update to mitigate these significant impacts to the extent feasible. These policies included Policy CON 2-2 to encourage the development of large-scale commercial energy projects that utilize renewable sources such as solar, biomass, and agricultural byproducts. In addition, Policy CON 2-3 was adopted to allow commercial alternative energy facilities, including solar and biomass in the Agriculture General, Agriculture Upland, Industrial, and Resource Conservation land use designations with a Conditional Use Permit. These policies were specifically written as General Plan EIR Mitigation Measures to allow alternate energy projects on agricultural lands and "*are specifically designed to benefit the overall air quality conditions and result in a per-capita decrease in emissions*". As such, not only does the General Plan policies allow solar projects on agricultural lands, but this permissibility is the result of specific mitigation measures and requirements of the General Plan's EIR.

Northeast Site Alternative Site Selection Concern

A comment was submitted that the inclusion of the Northeast Site Alternative was "shorting the CEQA processes, procedures and requirements" because the owners of the property were not consulted about the project. Please refer to Final EIR Response B-2 for the specific response. In general, Section 15126.6 of the California Environmental Quality Act (CEQA) requires that an Environmental Impact Report (EIR) describe a reasonable range of alternatives to a proposed project or to the proposed project location that would feasibly attain most of the proposed project's objectives and would avoid or lessen any significant environmental impacts.

The intent of the selection of the property in question was to allow for a comparison between the potential environmental impacts between the project site and another site in the vicinity. In this case, the alternative site has historically grown rice. The Draft EIR contains the required analysis of potential changed impacts should property that has historically grown rice be converted to the solar project. The purpose of the alternative analysis was to simply identify whether most of the proposed project's objectives could be obtained should it be relocated to property that has historically grown rice and whether any significant environmental impacts would be lessened. The Draft EIR did not state or imply that the project could be relocated to this site. To the contrary, the Draft EIR specifically stated that "…the Applicant does not have the Northeast Site under site control and there is no certainty that it could do so". As detailed in Response B-2 of the Final EIR, the Northeast Site alternative was provided in the EIR as an example of an off-site alternative, <u>of which there are many,</u> to help demonstrate the potential environmental impacts of relocating the project to an alternative site.

County Financial Involvement in the Project

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A number of comments were submitted about the County's financial commitment to the project and potential costs, and whether this project would have any financial benefit to the County. These comments appeared to have assumed that the County had some responsibility to help fund the project. Please refer to Final EIR Responses in Section C for the specific responses. In general, this project is being exclusively funded by the applicant without any funding obligation or funding contribution from the County. To the contrary, the project is expected to have a significant positive fiscal impact to the County as discussed below:

Project Fiscal Benefits

Currently, approximately $18,500 in property taxes is collected on the two parcels involved with the project. Of this amount, the County receives just over $4,900 of this amount with the remainder of the property taxes distributed to schools and other special districts. Like other properties throughout the County enrolled in the County's Williamson Act program, the amount of property taxes charged is reduced over what would normally be charged. County-wide, property owners enrolled in the Williamson Act program pay approximately $4,000,000 less in property taxes than they would otherwise pay due to the County's Williamson Act program. As a result, the County receives approximately $1,000,000 less in property tax revenue and the schools and special districts receive approximately $3,000,000 less in property tax revenue as a result of the County's Williamson Act program.

Contingent upon project approval, the applicant would purchase the property from the current owner. County staff recommends serving a notice of nonrenewal of the property's Williamson Act contract pursuant to Government Code Section 51245 to maximize property tax revenues that will flow to the County and to be consistent with the recommendation of the Board's Williamson Act Ad-Hoc Committee that the property be removed from the Williamson Act program. With respect to property tax payments, the County Assessor has estimated that the current $18,500 property tax amount would increase to approximately $284,000 in the first year ($235,000 in property tax for the BESS facility and $49,000 for the land). Accordingly, property tax payments to schools and special districts would increase from approximately $13,520 to approximately $208,415, or nearly a $195,000 increase in the first year. Property tax payments to the County would increase from approximately $4,900 to approximately $75,583, a $70,683 increase in the first year. Moreover, the applicant would pay an agricultural land preservation fee of $30,000 annually.

Please note, these figures are based on current estimates due to the change in land value and the equipment that would be subject to property taxes. Due to State law, significant portions of the solar project are exempt from property taxes such as the PV modules, inverters, and racking systems, the sub-station, and AC/DC material. Other parts of the project that would be subject to inclusion in the property tax calculation

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includes the land, on-site roads, fencing, and project components from on-site sub-station to the point of connection with the PG&E facility.

As mentioned above, the above estimates were made by the Assessor's office for the first year. Over time, the actual property tax calculation would be subject to the change in land value, property tax appreciation, depreciation, and the effects of the non-renewal of the properties' Williamson Act contract. The Assessor's office has calculated that over the life of the project (35 years) the total amount of property taxes that would be collected would be approximately $6,159,444. This would average some $175,984, or approximately $157,484 a year more than the current property taxes for the property.

The increase in property taxes resulting from the property would be significant. In addition, the project also includes a $300,000 annual contribution to the Williams Fire Protection Authority, an offer of funding contributions totaling $45,000 to local park and recreation districts (Maxwell, Williams, and Arbuckle), an annual $100,000 "Public Services Fee Payment" to the County, as detailed in the Development Agreement, an annual $30,000 fee to the County for agricultural preservation, and (as discussed later) a $52,800 a year payment to the County for the Franchise Agreement. In total, the project would be paying some $703,784 in property taxes, service fees and contributions, and franchise agreement payments, or some $685,284 a year more than the $18,500 in property taxes being collected. These monies would in turn provide: enhanced fire protection services to businesses and residents throughout the Williams Fire Authority district boundaries; benefit all users of the three park and recreation districts; fund public services throughout the County, and provide additional road department funding.

In addition to this significant increase in annual revenue, as identified in the previous fiscal impact study performed for the project (Colusa County Janus Solar Facility Economic Impact Analysis, Economic & Planning Systems, Inc., January 9, 2023) the project would also generate some $15.9 million in onetime economic activity, some $788,000 in onetime fiscal revenues to the County, and on an annual ongoing basis, project operations are anticipated to generate some $4.0 million annually in total economic activity.

Fire Hazard Concerns

Considerable concerns were expressed with respect to potential fire hazards associated with the project during the EIR scoping phase. As a result, the Draft EIR included an analysis of the potential fire hazards associated with the solar panels and the BESS. Chapter 2 (Project Description) of the Draft EIR provides a general discussion of fire hazards associated with the project, the incorporated design features to minimize those hazards, and the mitigation measures developed to minimize any such hazards

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including the Emergency Response Plan and the Vegetation Management and Wildfire Prevention Program. Section 4.9 (Hazards and Hazardous Material) of the Draft EIR provides information on the potential hazards and environmental risks associated with the project, additional information on the design considerations to address these hazards, a discussion of the third-party Hazard Mitigation Analysis performed on the BESS and its compliance with various fire codes and standards, and specific details on how the BESS design features would respond to a battery cell malfunction. Section 4.15 (Public Services) provides an analysis of the potential impact of the project to fire protection services during construction, operation, and decommissioning. Section 4.20 (Wildfire) discusses the existing wildfire threat and characteristics of a wildfire associated with the existing site conditions, the post-project fire behavior modeling that was conducted in the project's Fire Hazard Analysis Technical Memorandum, and the requirements of the Vegetation Management and Wildfire Protection Plan and the Emergency Services Response Plan that would be implemented with the project.

During the Draft EIR comment period, additional comments and concerns were submitted with respect to potential fire hazards associated with the project. The Final EIR contains additional information on the project characteristics and compliance with applicable fire codes and standards. A summary of responses follows:

- Should there be a fire at a BESS module, the gases released would be a fraction of a percent (.012 ppm vs. 30 ppm) of the National Institute for Occupational Safety and Health (NIOSH) standard for immediately dangerous to life or health. In addition, the levels would also be well below the NIOSH threshold for a 10-hour work shift (3 ppm) and were well below the 15-minute work period maximum (6 ppm). The emission levels were also well below the American Conference of Governmental Industrial Hygienists (ACGIH) threshold limit value (TLV) of 0.5 ppm averaged over an 8-hr work shift and 2 ppm not to be exceeded during any part of the work exposure.

- Overall, the detected levels of emissions located 20 feet upwind and 5 feet downwind from the forced thermal runaway event show that the air emission levels would not pose a hazard to emergency response personnel and would not cause ingress/egress to be suspended along Spring Valley Road which is some 500 feet away (the air emission levels would be greatly reduced at this distance further ensuring no air emission risks).

- The BESS technology proposed for the project is a lithium-ion battery with a lithium-iron-phosphate (LFP) sub-chemistry which, compared to other technologies such as nickel-manganese-cobalt found in electric vehicles and other types of BESS technology, has a higher ignition point and is less prone to fire.

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- There will be two layers of remote monitoring. Tesla will remotely monitor the BESS through a local operations center and, through the Tesla Site Controller, will be able to provide diagnostics and troubleshooting and can shut down modules and/or enclosures remotely. The applicant will also remotely monitor the system through the Supervisory Control and Data Acquisition (SCADA) system which communicates with the company's Remote Operations Center located in Austin, Texas which also has remote shutdown capabilities.

- All BESS enclosures have an IP-66 level of waterproof and dustproof protection inside and out, which means that it prevents water from entering but also prevents any potential leak from exiting the enclosure.

- The enclosure roofs have thermal vents on the top. These vents open if there are any gases released in the event of an abnormal operation of the batteries, avoiding any buildup of pressure inside the enclosure itself and eliminating the risk of explosion.

- At the cell level, the BESS modules leverage the lithium iron phosphate (LFP) chemistry and a new industry-leading cell design. Testing has demonstrated a strong ability to resist thermal runaway, and has shown controlled venting in worst-case events, without explosive bursts or fire.

- At the module level, the BESS modules have undergone testing which has shown that the battery modules are resistant to multiple co-located cells being sent into a thermal runaway event, at the same time which greatly mitigates the risk of a thermal event.

- At the system level, the BESS modules are designed with a combination of dedicated runaway gas igniters and overpressure vents built into the roof that passively mitigate the risk of deflagration hazards in case of unlikely accumulation of flammable gases due to arc flash events or thermal runaways. In the unlikely event of a fire, full-scale fire testing has shown that the BESS modules perform in a safe and controlled manner, consuming itself slowly and without explosive bursts, projectiles, or unexpected hazards.

- The cells used in the BESS modules do not contain solid metallic lithium and thus do not react with water.

- An Emergency Services Response Plan (ESRP) is required and this plan would be reviewed and approved by the Williams Fire Protection Authority (WFPA) and the County prior to issuance of a building permit.

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- This ESRP will detail specific fire suppression and protection measures that will be implemented in the entire facility, including the BESS, to eliminate fire hazards, as well as detailed information about the emergency response strategy so that first responders are well equipped to effectively respond to a call for service.

- The ESRP will address the following, among other requirements:

  ✓ On-site water storage of 50,000 gallons of water with hose and truck hook-ups connections compatible with responding fire apparatus will be installed and maintained.

  ✓ Battery container spacing shall be determined based on UL 9540A test data, manufacturer recommended separations at a minimum with final approval required by the Williams Fire Protection Authority.

  ✓ The battery containers will receive a UL 9540 certification and will comply with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis.

  ✓ As part of the siting and design of the BESS, the project will have a setback of more than 500 feet to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the project site. Prior to fire permit issuance, the setback and access shall be reviewed and approved by the WFPA Fire Chief.

- The ESRP would also include coordination and communication with local fire departments and other first responders to identify shut down procedures, site personnel training, identification of evacuation routes, and traffic control. This would include substantial training for the WFPA and any relevant mutual aid entities, including but not limited to the Maxwell and Arbuckle-College City Fire Departments. The training will be provided prior to the start of construction and again prior to the project becoming operational and continue on a regular basis throughout the project's operating lifetime to ensure that local fire personnel have the most up-to-date information on the most effective ways to respond to any incident at the project.

- Under all circumstances analyzed in the Hazard Mitigation Analysis, the BESS protection systems effectively manage all potential fault conditions. As part of the Hazard Mitigation Analysis, UL 9540A destructive testing, an intentional thermal runaway event found that visible flames outside of a battery cabinet would be unlikely, and any flaming would be unlikely to be sustained. No heat

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fluxes were recorded at distances of up to 20 to 30 feet from the battery cabinet; no explosion hazards, including deflagration, projectiles, flying debris, detonation, or other explosive discharge of gases were observed; no fire propagation to adjacent cabinets spaced 6-inches apart and 8-feet apart were observed; no integral fire suppression nor manual fire suppression (hose lines) was required to stop cabinet to cabinet fire spread; and no liquid runoff was observed after the test.

- A site-specific Fire Hazard Analysis Technical Memorandum has been prepared (Appendix K) which shows that there is a low probability of wildfire based on the availability of vegetation and terrain on the site.

- The project would include mitigation measure FIRE-1, which requires the development of a Vegetation Management and Wildfire Prevention Plan and an Emergency Services Response Plan as well as a Vegetation Management which will implement three fuel modification zones which significantly reduces potential wildfires and their spread.

- The installation of the project's facilities, roads, and vegetation management areas will replace the existing grasses that occur on most of the property with large areas where the grass will be mowed or where the grass has been replaced with a non-flammable surface such as a road. These managed areas will help reduce fire risk around the project and provide fire breaks that will help slow down the progress of wildfires that start off-site.

- Furthermore, the internal road system, public road system, and Fuel Modification Zones would provide first responders with multiple anchor points from which to engage the fire, as well as safe access/escape routes.

An important note is that the applicant and the Williams Fire Authority have entered into a fire service contribution agreement where the Authority will receive a total of $300,000 annually, adjusted for inflation. The agreement also requires the development of a Response and Prevention Plan, training, payment to replace personal protective equipment that is damaged or rendered unusable as a result of responding to a call, and paying for additional emergency vehicles and personnel required to respond to a call. The signed agreement is attached (Attachment #1).

The Authority believes that this agreement will allow them to adequately respond to any call for service from the project.

Water Usage

A concern was expressed about the amount of water obtained from the City of Williams for the project. Water consumption during construction is estimated to be 40

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acre-feet (13,000,000 gallons), primarily for dust control, and operations. The City has stated that they could supply this water and the developer would be required to purchase the water at the City's determined cost. Water usage in the City of Williams is approximately 267,180,000 gallons annually. As such, the proposed water demand for the project is less than 5 percent and can easily be accommodated as the City has pumping capacity for nearly twice the average daily demand. A condition of approval has been developed to require that prior to building permit issuance that a will-serve letter be obtained.

It should also be pointed out that if the 666 acres proposed for the project were instead converted to almond orchards, the water usage would amount to approximately 2,664 acre-feet (roughly 270 million gallons) of water per year. The project's water usage of approximately 70 acre-feet over the lifetime of the project is significantly less (only 0.026%) than the amount of water that would be required to sustain an almond orchard of a similar size over a single year.

Decommissioning

Concern has been expressed over the process to ensure that should the project be closed sometime in the future, that the necessary guarantees are in place to ensure that the site is restored back to its pre-development condition. As conditioned, prior to building permit issuance, an engineer's estimate for decommissioning the project and returning it back to the pre-existing condition and a bond or other surety in a form satisfactory to the County Counsel would be submitted to ensure that the decommissioning would occur. The County would be named on the bond/surety to allow it to access it to ensure that the site is fully cleaned up and restored. This engineer estimate and bond would be updated every five years and two years prior to the decommissioning of the project, the applicant is required to submit an update of the cost estimate to the Community Development Director for review and approval and any required update to the bond amount would occur.

Attachment #2 is an example of an engineer's estimate for the decommissioning work. As is shown, the current cost is estimated to be $3,391,683.58. Also shown is the estimated salvage value of the on-site equipment which totals some $5,883,450. The engineering estimate and bonding requirement would ensure that the site is returned to its pre-development condition should the project end by either the applicant or the County. This type of bond requirement is not unusual as other projects in the County, such as mines and subdivision improvements, are also subject to bonding requirements to ensure that the mine sites are reclaimed and subdivision improvements are installed. Given that the salvage value of the project exceeds the actual decommissioning costs, this provides an additional financial incentive to fully decommission the project site.

Assembly Bill (AB) 205 Approval Process

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During the Commission's October, 2024 Draft EIR meeting, a question was raised regarding the AB 205 approval process in relation to the project. Assembly Bill 205 was approved in 2022 and broadened the California Energy Commission's (CEC) authority to allow the CEC to oversee the permitting of clean and renewable energy facilities, including solar projects. Known as the Opt-In Certification Program, this permitting process allows the CEC to supersede local agency land use authority and approve projects directly.

As part of the AB 205 process, an applicant would have to enter into one or more community-based benefit agreements. However, the County would not have control of the community-based agreement(s), or control of the conditions required for development. As such, the currently proposed service fees, committed funding, and/or mitigation measures could be eliminated through the AB 205 process.

The CEC would be the lead agency in terms of the CEQA process. While the CEC approval process does allow for public input, their hearings are not held locally. In addition, like the County, any significant effects of the project must be avoided or substantially lessened through mitigation measures or project design changes. However, the CEC could adopt a statement of overriding considerations for significant effects found infeasible to avoid or mitigate. While this option is also available to the County, staff would pursue additional mitigation measures or project design changes should any of the potential impacts be determined to be significant rather than recommending the adoption of a statement of overriding considerations.

At the present time, the AB 205 process is not applicable as the applicant has chosen to process their entitlements through the County's approval process. However, should the project be denied, the AB 205 process is an available option and under that process the financial commitments, if any, would be determined as well as the conditions of approval and mitigation measures.

Final EIR Summary

The above discussion provides a summary of a number of issues for which comments were received on the Draft EIR. The intent of this section of the staff report is to provide a generalized summary of several issues that appear to have garnered many comments and/or concerns and not to repeat the totality of the Response to Comments in the Final EIR. These are not the only issues that were identified and responded to in the Final EIR and all of the comments and responses to them are important and the Commission must consider the totality of the comments and responses. As previously detailed, in considering the comments and responses to them the substantial evidence standard is used. This standard means that enough relevant information and reasonable inferences can be made so that a fair argument supports a conclusion, even though other conclusions might also be reached. Exhibit "B" is the Findings of Fact that would support an approval recommendation of the Final EIR to the Board of Supervisors.

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PROPOSED USE PERMIT (UP 24-24)

Land Use

The Solar Facility would be located on land designated in the Colusa County General Plan as "Agriculture Upland," in which cultivated agriculture, industrial and commercial agriculture, agricultural tourism, resource production, energy production (including solar), single family housing, and farmworker housing are allowed as appropriate uses (Colusa County General Plan Land Use Element Table LU-1). The gen-tie power lines along Walnut Drive are located on land designated in the Colusa County General Plan as "Agriculture General" in which the same land uses are also allowed by the Colusa County General Plan.

With respect to the zoning, the Solar Facility would be located on land designated as the Foothill Agriculture zoning district and the gen-tie power lines along Walnut Drive are located on land with the zoning designation of Exclusive Agriculture. Pursuant to Section 44-2.20.30 (Allowed Uses in the Agricultural Zones) of the Zoning Code, Energy Generation for Off-Site Use are permitted subject to obtaining a Conditional Use Permit.

As previously discussed, the General Plan provisions that allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit were developed and adopted as specific mitigation measures in the County's 2030 General Plan Update EIR to mitigate the projected significant and unavoidable Impacts of air quality emissions from new development. These policies were specifically written as General Plan EIR Mitigation Measures to allow alternate energy projects on agricultural lands and "are specifically designed to benefit the overall air quality conditions and result in a per-capita decrease in emissions". As such, not only does the General Plan allow solar projects on agricultural lands, but this permissibility was mitigation requirements of the General Plan's EIR.

Use Permit Process

Under the typical process, the Planning Commission is the approval authority for a Use Permit per Colusa County Zoning Code §44-1.70.010 (Review Authority), Table 44-1.70-1(Planning and Development Permit Review Authority). However, the project includes a Development Agreement and pursuant to Table 44-1.70.1, the Planning Commission only makes a recommendation on the Development Agreement to the Board of Supervisors who is the final decision making body. Pursuant to Zoning Code §44-1.70.020 (Application Preparation and Filing) subsection D (Concurrent Permit Processing) when more than one planning permit application is submitted for a single project, the applications shall be processed concurrently, with all the permits being considered and acted upon by the highest applicable review authority. Because the application involves a Use Permit and Development Agreement, the Board is the highest review authority and, thus, the

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Planning Commission will make a recommendation to the Board on both the Use Permit and Development Agreement and the Board will make the final decision. Because the project also involves a Franchise Agreement and Williamson Act program determination, each of which is the responsibility of the Board of Supervisors, these items are also being presented to the Planning Commission for review and recommendation.

Section 44-1.80.030 (Use Permits) of the County Code specifies that in order to approve a Use Permit application, the Planning Commission must make the following findings:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title; and

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use.

As detailed above, the proposed project is allowed as energy generation for off-site use by the General Plan and Zoning Code with a Use Permit, as required mitigation measures of the General Plan EIR and, thus, staff recommends Finding #1 be made.

With respect to Finding #2, the Draft EIR has identified potential impacts and has developed a series of mitigation measures in order to ensure that the proposed project would not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area. The Final EIR also contains responses to the comments received on the Draft EIR and several minor amendments to further reduce potential impacts. In addition, the staff has recommended additional conditions of approval within the Use Permit to further ensure that the project would not be detrimental to other properties or residents in the area.

In determining the Commission's recommendation to the Board of Supervisors on the Final EIR and Use Permit, the Commission must determine whether the mitigation measures and conditions of approval address the potential environmental impacts that have been detailed in the Final EIR using the substantial evidence test. Again, the "Final EIR substantial evidence test" refers to the legal standard used in California to review whether a Final EIR adequately supports its conclusions regarding a project's potential environmental impacts, meaning that a court will uphold the agency's decision if there is "substantial evidence" in the record to support it, even if other evidence might suggest a different conclusion; essentially, the test determines if the EIR provides enough credible data and analysis to justify its findings about the project's environmental effects

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DEVELOPMENT AGREEMENT

Section 44-1.100 of the County Code establishes the procedures and requirements for the adoption of a development agreement in compliance with Government Code Section 65864 et seq. A development agreement provides assurances to an applicant of a development project that, upon approval, the project may proceed in accordance with the conditions placed upon it by the review authority, as well as with existing policies, rules, and regulations. The designated approving authority for a development agreement is the Board of Supervisors, with review and recommendation by the Planning Commission. Approval of a development agreement is required to be by ordinance.

The Board of Supervisors' Solar Ad Hoc Committee has developed a Development Agreement template for use on solar projects. Exhibit "C" is the Development Agreement Ordinance and Development Agreement that has been crafted for the Janus Solar and Battery Storage project. As written, the Development Agreement includes standard development agreement language (definitions, legal recitals, specified agreement and assurance provisions, review, and default provisions) and specific obligations of the project developer and the County. In exchange for the County's commitment to allow the project to be developed, the developer agrees to pay the County an annual $100,000 public service fee payment and a $30,000 a year agricultural land preservation fee each year for the life of the project; both fees are subject to an annual 3% inflation adjustment factor. In addition, the developer is also required to implement a variety actions that are designed to allow the County to capture as much sales' tax as possible. The Development Agreement also requires that all typical development impact, building permits, and any other permit fees that are in effect at the time of approval be paid.

The intent of the Ad-Hoc Committee is to standardize the requirements for any future renewal energy projects that may be proposed in the future through this Development Agreement template. In addition, the Development Agreement template has also been developed to meet the findings required by Section 44-1.100.020 of the County Code.

FRANCHISE AGREEMENT

A franchise agreement allows a public or private utility to utilize the public right-of-way (ROW) in order to install and maintain private infrastructure within the public ROW. Exhibit "D" is a proposed ordinance that would establish a Franchise Agreement between the County and the applicant to install, operate, and maintain the gen-tie transmission line from the project site to the PG&E substation. The proposed agreement is for 35 years and details the specific requirements of the applicant. This includes the requirement to relocate the gen-tie line should it conflict with any other County project, pay the County any added cost for another public works project due to the presence

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of the gen-tie line, and submit a bond to ensure the future removal of the gen-tie line. In addition to these requirements, the applicant is required to pay the County an annual franchise fee of $2.50 per lineal foot of the gen-tie line, or approximately $52,800 annually – subject to a 3% inflation factor increase each year. The proposed Franchise Agreement would ensure that the gen-tie line does not interfere with other County projects within the ROW and in exchange obligates the applicant to bond for its removal and pay the County for the privilege of installing the gen-tie line within the public ROW.

WILLIAMSON ACT COMPATIBILITY DETERMINATION

The project site is subject to a Williamson Act contract between the landowner and the County. To qualify as a compatible use on Williamson Act contracted land, the project must be consistent with applicable provisions of the Williamson Act as well as the County's adopted Williamson Act policy. Under the Williamson Act, a use may be compatible with contracted land if it satisfies the required findings in either Government Code section 51238.1(a) (the "principles of compatibility") or Government Code section 51238.1(c) (approval on non-prime land with a use permit).

Exhibit "E" details how the project is consistent with each of the "principles of compatibility" under Government Code section 51238.1(a). This exhibit also details how the project is consistent with Government Code section 51238.1(c) because it is located on non-prime farmland and subject to the approval of the Use Permit. As such, the project would satisfy the required statutory findings as a compatible use under the Williamson Act under Government Code section 51238.1(c), independent from the findings under Government Code section 51238.1(a). In addition, Exhibit "E" details the consistency determination under the County's existing Williamson Act program.

PUBLIC HEARING COMMENTS

Prior to the Planning Commission's scheduled January 8, 2025 meeting, County staff received a number of public comments. These comments are attached as Attachment #4. Please note that within these submitted comments was a comment video. Within Attachment #4, a webpage link has been provided which can be copied and placed within a web browser to view the video comment.

Subsequently, staff has received additional written comments prior to the distribution of the February 5, 2025 staff report packet regarding the project. These comments are attached as Attachment #5.

SUMMARY

As required by CEQA, a DEIR was prepared for the project and comments regarding the adequacy of that document were received. The Final EIR has been prepared responding to those comments and additional studies, analysis and several minor amendments have been made. Together, these documents comprise the entirety of

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the environmental record for the proposed project.

Attached to this staff report, Planning Staff has prepared a resolution for the Commission's review that would recommend that the Board of Supervisors: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program; (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; (3) approve an Ordinance approving the proposed Development Agreement; (4) approve an Ordinance approving a Franchise Agreement; and (5) find that the project is compatible with the County's Williamson Act program. If the Planning Commission determines that the FEIR along with the proposed mitigation measures and Use Permit's conditions of approval reduce potential impacts below a level of significance and that the project would not be detrimental to surrounding properties and residents, then the Planning Commission can adopt this resolution.

During this review, the Commission could also determine that additional project changes or conditions are necessary in order to reduce potential impacts below a level of significance and/or to ensure that the project would not be detrimental to surrounding properties and residents. Should that be the case, the Commission can recommend to the Board of Supervisors any such change(s) and/or condition(s) be incorporated into the proposed project. It is important that if the Commission does recommend any change(s) or condition(s) that sufficient detail be provided so that the reasons can be fully articulated to the Board and any recommended potential changes and/or additional conditions can be developed.

Finally, after considering the totality of the record, should the Commission determine either of the following, then the Commission could not recommend approval of the project to the Board of Supervisors:

1.) There are potential environmental impacts that have not been mitigated to below the level of significance which prevents certification of the FEIR; and/or

2.) That the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area.

Attached to this staff report is a resolution that would recommend denial of the project to the Board of Supervisors.

RESOLUTION NO. 25-____

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE USE PERMIT #PD-24-24, APPROVE THE DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF COLUSA AND JANUS SOLAR PV, LLC, ADOPT THE WILLIAMSON ACT FINDINGS, CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPT THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE THE FRANCHISE FOR THE JANUS SOLAR AND BATTERY STORAGE PROJECT

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (collectively, the Janus Solar and Battery Storage Project or Project);

WHEREAS, the Project is located on an approximately 886-acre site in western Colusa County subject to a land conservation contract between the landowner and the County pursuant to the Williamson Act;

WHEREAS, the Applicant has applied to enter into a development agreement (Development Agreement) with the County for the Project, pursuant to Section 44.1.00 *et seq*. of the County Code, which establishes the rights and obligations of the Applicant and the County relating to the development of the Project, secures Applicant's vested right to develop the Project in accordance with the terms of the Development Agreement, and establishes community benefits and public benefits that the Project will provide to the County;

WHEREAS, the Applicant has applied for a franchise (Franchise) with the County to construct, operate, and maintain the generation intertie (gen-tie) for the Project within County public right-of-way to interconnect the Project to the existing Pacific Gas & Electric (PG&E) Cortina Substation;

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project and has determined that an Environmental Impact Report (EIR) was necessary to fully review and consider all potentially significant impacts for the Project;

WHEREAS, a Draft Environmental Impact Report and a Final Environmental Impact Report (together, the Final EIR) (State Clearinghouse No. 2024061043) were prepared and processed pursuant to all requirements of Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations; and

WHEREAS, Section 44-1.100.010 of the County Code requires that development agreements are approved by the Board of Supervisors with consideration to the review and recommendation of the Planning Commission, and Section 44-1.70.020(D) of the County Code further requires that multiple planning applications for a single project are processed concurrently with all permits considered and acted upon by the highest review authority.

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I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission, based on facts contained within the Final EIR, Planning Staff's report on the Project (including, without limitation, the draft Use Permit, the draft Development Agreement and draft Ordinance for adoption of the Development Agreement), all public testimony, all other written and oral testimony, and totality of the public record of the Project makes the following findings:

A. The proposed Use Permit #PD-24-24, as detailed in Exhibit "A" attached hereto and incorporated by reference, is consistent with the General Plan and all applicable provisions of Chapter 44 of the County Code and that the establishment, maintenance or operation of the Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area surrounding the Project.

B. The Final EIR has been completed in compliance with the California Environmental Quality Act; the Final EIR was presented to the Planning Commission and that the Planning Commission has reviewed and considered the information contained in the Final EIR prior to making its recommendations regarding the Project; the Final EIR reflects the lead agency's independent judgment and analysis; and the Final EIR has identified potential significant impacts of the Project but all said potential impacts have been reduced to a level of non-significance through Project changes and/or mitigation measures, as set forth in the Mitigation Monitoring and Reporting Program, that have been fully considered and incorporated into the Project. The Planning Commission recommends that the Board of Supervisors adopt the Recommended Findings detailed in Exhibit "B" attached hereto and incorporated by reference.

C. The Development Agreement detailed in Exhibit "C.1" attached hereto and incorporated by reference is consistent with the General Plan, the County Code, and all other applicable plans or regulations; the Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the County as a whole; the Development Agreement will promote the orderly development of property or the preservation of property values; the Development Agreement specifies the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes; and the Development Agreement is consistent with the requirements of State law, including Government Code Sections 65865 through 65869.5.

D. The Franchise detailed in Exhibit "D" attached hereto and incorporated by reference is necessary to grant the Applicant the requisite rights and approvals from the County to construct, operate, and maintain the Project's gen-tie along and across the County right-of-way for the thirty-five (35) year life of the Project.

E. As detailed in Exhibit "E" attached hereto and incorporated by reference, and which the Planning Commission reviewed in its independent discretion, the Project is a compatible use under the applicable provisions of the Williamson Act (Gov. Code §§ 51238.1(a) or 51238.1(c)) and the County's local rules implementing the Williamson Act (Resolution No. 02-82).

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II. NOW, THEREFORE, BE IT FURTHER RESOLVED that based upon the findings of Section I of this Resolution, the Colusa County Planning Commission recommends to the Colusa County Board of Supervisors that the Board approve the proposed Use Permit #PD-24-24, approve the Development Agreement between the County of Colusa and Janus Solar PV, LLC, adopt the Williamson Act Findings, certify the Final EIR, adopt the Mitigation Monitoring and Reporting Program, and approve the Franchise for the Project.

PASSED AND ADOPTED by the Colusa County Planning Commission this 5th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Chair, Planning Commission

ATTEST: Greg Plucker, Secretary to the Colusa County Planning Commission

_____
Ann Nordyke, Chief Deputy Clerk

APPROVED AS TO FORM

_____
Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

RESOLUTION NO. 25-____

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION RECOMMENDING THE BOARD OF SUPERVISORS DENY USE PERMIT #PD-24 24, REJECT THE DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF COLUSA AND JANUS SOLAR PV, LLC, AND DENY THE FRANCHISE FOR THE JANUS SOLAR AND BATTERY STORAGE PROJECT

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (collectively, the Janus Solar and Battery Storage Project or Project);

WHEREAS, the Project is located on an approximately 886-acre site in western Colusa County subject to a land conservation contract between the landowner and the County pursuant to the Williamson Act;

WHEREAS, the Applicant has applied to enter into a development agreement (Development Agreement) with the County for the Project, pursuant to Section 44.1.00 *et seq*. of the County Code, which establishes the rights and obligations of the Applicant and the County relating to the development of the Project, secures Applicant's vested right to develop the Project in accordance with the terms of the Development Agreement, and establishes community benefits and public benefits that the Project will provide to the County;

WHEREAS, the Applicant has applied for a franchise (Franchise) with the County to construct, operate, and maintain the generation intertie (gen-tie) for the Project within County public right-of-way to interconnect the Project to the existing Pacific Gas & Electric (PG&E) Cortina Substation;

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project and has determined that an Environmental Impact Report (EIR) was necessary to fully review and consider all potentially significant impacts for the Project;

WHEREAS, a Draft Environmental Impact Report and a Final Environmental Impact Report (together, the Final EIR) (State Clearinghouse No. 2024061043) were prepared and processed pursuant to all requirements of Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations; and

WHEREAS, Section 44-1.100.010 of the County Code requires that development agreements are approved by the Board of Supervisors with consideration to the review and recommendation of the Planning Commission, and Section 44-1.70.020(D) of the County Code further requires that multiple planning applications for a single project are processed concurrently with all permits considered and acted upon by the highest review authority.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission, based on facts contained within the Final EIR, Planning Staff's report on the Project, all public testimony, all other written and oral testimony, and totality of the public record of the Project makes the following findings:

A. The proposed Use Permit #PD-24-24, as detailed in Exhibit "A" attached hereto and incorporated by reference, is consistent with the General Plan and all applicable provisions of Chapter 44 of the County Code, however the establishment, maintenance or operation of the Project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area surrounding the Project.

B. In light of finding I.A herein regarding proposed Use Permit #PD-24-24, the Development Agreement for purposes of implementing the Project should be rejected.

C. The Franchise is not necessary or beneficial to the County in light of findings I.A and 1.B herein.

II. NOW, THEREFORE, BE IT FURTHER RESOLVED that based upon the findings of Section I of this Resolution, the Colusa County Planning Commission recommends to the Colusa County Board of Supervisors that the Board deny the proposed Use Permit #PD-24-24, deny the Development Agreement between the County of Colusa and Janus Solar PV, LLC, and deny the Franchise for the Project.

PASSED AND ADOPTED by the Colusa County Planning Commission this 5th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Chair, Planning Commission

ATTEST: Greg Plucker, Secretary to the
Colusa County Planning Commission

_____
Ann Nordyke, Chief Deputy Clerk

APPROVED AS TO FORM

_____
Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "A"

USE PERMIT PD #24-24
JANUS SOLAR PV, LLC
COLUSA COUNTY BOARD OF SUPERVISORS

DATE: _____

PERMIT NO.: UP #PD-24-24

LOCATION: APN's: 018-050-005 and 018-050-006

Pursuant to Colusa County's Zoning Ordinance, JANUS SOLAR PV, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (Project) subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the zoning administrator.

C. The use shall be limited to the Project described in the Draft Environmental Impact Report (which includes the annual funding commitments to the Williams Fire Protection Authority, the Maxwell Parks and Recreation District, the Arbuckle Parks and Recreation District, and the City of Williams Parks and Recreation Department) and Final Environmental Impact Report (together, the Final EIR) certified by the Board of Supervisors attached as Exhibit "A.1" and herein incorporated by reference in the Board's approval Resolution. Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant in nature by the Zoning Administrator shall require an application amendment which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "A.2" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

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Exhibit "A"
USE PERMIT PD #24-24

F. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit shall be required prior to establishment of the use. The two-year period described herein will be tolled during the pendency of any legal challenge to the Use Permit.

G. 1.) The Project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

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Exhibit "A"
USE PERMIT PD #24-24

4.) Should the applicant fail to comply with the conditions under which this entitlement was approved, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The Project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa County Environmental Health Division;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Protection Authority;

4.) California Regional Water Quality Control Board;

5.) State and Federal Departments of Fish and Game; and

6.) California Department of Transportation (Caltrans)

I. The Project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. Prior to building permit issuance, the Applicant shall enter into an agreement on a form reasonably satisfactory to County Counsel, committing the Applicant to pay to the County, Thirty Thousand Dollars ($30,000) per year during the term of the Project ("Agricultural Land Preservation Fee"). The Agricultural Land Preservation Fee will be allocated to the County's general fund and may be used at the County's discretion including but not limited to subsidize agricultural operations within the County, the preservation of agricultural lands, or to otherwise encourage the County's agricultural sector. Should the Board of Supervisors approve a development agreement for the Project that provides for payment of the Agricultural Land Preservation Fee, and so long as such agreement takes effect, the development agreement will be deemed to satisfy this condition. Should the solar and battery storage use be discontinued and the site returned to its pre-development condition, acceptance back into the County's Williamson Act program shall be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application. No contract re-entry shall occur in any event until after the project and has been fully decommissioned and returned to its pre-project state.

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Exhibit "A"
USE PERMIT PD #24-24

K. The applicant shall track the number and species of birds that may have died as a result of impacting solar panels throughout the life of the Project. Any bird fatalities incidentally observed by operations staff should be logged. This information shall be collected on a calendar year basis and no later than January 31 of each year, the total number of bird deaths believe to occur as a result of solar panel strikes shall be submitted to the Community Development Director. The information shall include the total number of deaths per month and species to the satisfaction of the Community Development Director.

L. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be non-reflective and earth tones to blend into the surrounding environment.

M. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 7:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturday and Sundays.

N. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the Project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

O. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing.

P. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a non-reflective (flat) dark brown color to resemble the coloration of adjacent wooden power poles. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

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Exhibit "A"
USE PERMIT PD #24-24

Q. Prior to permit issuance, the applicant shall pay all required fees, including but not limited to the Williams Fire Protection Authority determined development impact fees. Prior to building permit issuance, an engineer's estimate for decommissioning the Project and returning it back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. Two years prior to the decommissioning of plant, the applicant shall submit an updated engineer's to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

R. Prior to installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval. In general, the design of the fencing shall incorporate rural fencing characteristics to the greatest extent possible and avoid industrial or institutional designs.

S. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

T. Prior to building permit issuance, a "will-serve" letter from the City of Williams, or other water source, committing to providing water for the construction and operation of the project shall be provided to the satisfaction of the Community Development Director.

U. The Park and Recreation contributions shall include an inflation escalation clause that adjusts the payment equal to the Consumer Price Index All Urban Consumers in the San Francisco-Oakland-San Jose-region (base years 1982-1984 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, but in no event shall any increase adjusted by the index be less than two percent or greater than three percent. In addition, the total contribution shall be initially $45,000 annually (prior to inflation adjustment) and in the event that the contribution is declined by a park and recreation district(s), the accepting district(s) shall evenly divide the annual contribution.

VU. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling shall be obtained. Included in said permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "A.1"
Environmental Impact Report
Janus Solar and Battery Storage Project
State Clearinghouse No. 2024061043

Electronic Files Links

Janus Solar and Battery Final EIR
Janus Solar and Battery Final EIR Appendixes
Janus Solar and Battery Draft EIR
Janus Solar and Battery Draft EIR Appendixes

Janus Solar and Batter Storage Project Information Webpage.

- https://www.countyofcolusaca.gov/996/Janus-Solar-and-Battery-Storage-Project

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "A.2"
Janus Solar and Battery Storage Project

Mitigation Monitoring and Reporting Program

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 4.3-1: Would the project conflict with or obstruct implementation of the applicable air quality plan?	**AQ-1: Construction Equipment Requirements** During construction, diesel particulate filters or other CARB-verified diesel emission control strategies shall be installed on construction equipment. All on- and off-road diesel equipment shall not idle for more than 5 minutes. Signs shall be posted in the designated queuing areas and/or job sites to remind drivers and operators of the 5-minute idling limit. All construction equipment shall be maintained in proper tune according to the manufacturer's specifications. Equipment must be checked and determined to be running in proper condition before the start of work. Idling, staging, and queuing of diesel equipment within 1,000 feet of sensitive receptors shall be limited.	During construction	Colusa County
IMPACT 4.3-2: Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	**AQ-2: Dust Control Measures** During construction of the Project, the primary construction contractor shall implement the following practices, which should limit daily dust emissions to well below the BCAQMD threshold of significance, and minimize impacts to surrounding areas, including adjacent orchards: • All disturbed areas, including soil piles, areas that have been graded, and unpaved roads, shall be watered twice daily during dry conditions, and when feasible, covered and enclosed. • When materials are transported off site, they shall be wetted and covered securely, and at least 2 feet of freeboard shall be maintained. • Limit traffic speeds on unpaved roads to 15 miles per hour. • Apply dust suppressant in accordance with the manufacturer's application rate to Spring Valley Road, the unpaved road accessing the Project site, at least sixty (60) days and fifteen (15) before the start of construction and during the construction period, and as needed to reduce dust associated with truck traffic. • Curtail construction activities when the County's Air Quality Index exceeds 150. • Vehicle travel distances and total traffic on roads at the Project site and accessing the Project site shall be minimized through efficient planning and management. Special consideration must be given to minimizing the travel distances of heavy or heavily laden vehicles, particularly during the construction period.	During construction	Colusa County

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 :

Exhibit "A.2"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	• During anticipated peak truck trip periods of heavy equipment and vendor deliveries, a traffic control flagger shall be present on Spring Valley Road. The traffic flagger shall enforce the 15-mile-per-hour speed limit for heavy vehicles on unpaved roads and shall monitor and log dust conditions, per the requirements outlined below. • Signage will be placed on Spring Valley Road describing the 15 mile per hour speed limit for heavy vehicles. • The construction contractor is the designated dust control site coordinator and is responsible for implementing dust control. It is the dust control site coordinator's responsibility to: ○ Read and understand applicable mitigation measures and have them available at the job site. ○ Implement the mitigation measures and ensure that all employees, workers, and subcontractors know their dust control responsibilities. ○ Use contingency control measures when primary controls are ineffective. ○ Monitor the worksite for compliance with the dust control mitigation measures. ○ Maintain a daily log monitoring the implementation and effectiveness of the control measures, including off-site emissions due to material transport and other activities. • Each day during construction, the construction contractor shall keep a daily log of dust conditions that includes the following information: ○ Date ○ Time ○ Wind speed ○ Temperature ○ Minutes off-site visible emissions were observed darker than 20 percent opacity, including date, time, location, and work activity ○ Soil conditions (damp, dry, etc.) ○ Corrective actions taken, if needed		
IMPACT 4.3-2: Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-	**AQ-3: Long Term Dust Control** Once a year during Project operations, generally in late spring, the Applicant shall be responsible for the application of dust suppressant to Spring Valley Road, the unpaved road accessing the Project site. The dust suppressant shall be applied on Spring Valley Road from the intersection with Walnut Drive to the entrance to the Project site.	During operations	Colusa County

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 :

Exhibit "A.2"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
attainment under an applicable federal or state ambient air quality standard?	The timing of the application and the rate of application shall be pursuant to the manufacturer's application rate and requirements and shall be to the satisfaction of the Public Works Director.		
IMPACT 4.3-3: Would the project expose sensitive receptors to substantial pollutant concentrations?	Implementation of **AQ-1**, **AQ-2**, and **AQ-3** would be required.	During construction; During construction; During operations	Colusa County
IMPACT 4.4-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	**BIO-1: Protection of Special Status Species** **Crotch's Bumble Bee** Prior to ground disturbance or vegetation removal and management activities within the Project site, a CBB avoidance plan will be prepared and submitted to CDFW for review and comment. This plan will include specific avoidance measures that will be implemented to avoid take of the species. These measures shall include but are not limited to pre-construction surveys for CBB individuals and nests, avoidance of active nests, avoidance of vegetation removal to the extent feasible during the CBB colony active period, procedures for vegetation management in coordination with mitigation measure **FIRE-1**, and implementation of avoidance buffers around CBB individuals and nests if they are observed. If it is ultimately determined that avoidance of CBB is not feasible, then the Project will seek an Incidental Take Permit from CDFW. **Burrowing Owl** Pre-construction surveys shall be performed no less than 14 days prior to the initiation of ground-disturbing activities (e.g., vegetation clearing or grading). A qualified biologist shall conduct pre-construction surveys in all suitable habitat areas in the Project site and 150 meters around the Project site (access permitting). Areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable habitat. The survey will begin 1 hour before sunrise and continue until 2 hours after sunrise, or begin 2 hours before sunset and continue until 1 hour after sunset (3 hours total). A minimum of two surveys will be conducted (if owls are detected on the first survey, a second survey is not needed). All owls observed will be counted, and their locations will be mapped. If the work activity halts for a period of 14 days or more, the survey would need to be conducted again prior to the continuation of site activities. Copies of the survey results shall be submitted to CDFW and the Colusa County Planning Department. If BUOWs are detected on the Project site or within 150 meters during the pre-construction survey, a Project-specific mitigation plan shall be prepared for CDFW review and approval and implemented to protect BUOWs and their nest sites. As defined in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012), buffer size is dependent upon time of year and level of disturbance	Prior to construction, between March 1 and September 15	Colusa County

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Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	at the Project site. Depending on the level of disturbance, a smaller buffer may be established in consultation with CDFW. The BUOW survey can be conducted in conjunction with a nesting bird survey (required under the Migratory Bird Treaty Act), if timing is appropriate. **Swainson's Hawk** If construction (i.e., equipment staging, vegetation removal, or ground disturbance) is scheduled to commence outside of the Swainson's hawk nesting season (September 16 to February 28), no preconstruction surveys or additional measures are required for Swainson's hawk. During the breeding season (March 1 to September 15), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site and a 0.5-mile buffer. Surveys shall be conducted in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000) and occur no more than 14 days prior to construction activities. Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by Swainson's hawk without causing intrusive disturbance. If active Swainson's hawk nests are found, a 0.5-mile buffer shall be established by a qualified biologist around active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest), adult and juvenile Swainson's hawks have left the area, or the breeding season has ended. Encroachment into the buffer for Swainson's hawk must be authorized by the CDFW. **American Badger** A pre-construction survey for the American badger shall occur during the burrowing owl surveys. Any active American badger dens shall be avoided by establishing a minimum 50-foot buffer around the den. No construction activities shall occur within this buffer unless a qualified biologist determines that the den is inactive.		
IMPACT 4.4-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or	**BIO-2: Worker Environmental Awareness Training and Best Management Practices for Biological Resources** During construction, operation and maintenance, and decommissioning of the facility, the Project owner and/or contractor shall implement the following general avoidance and protective measures to protect special status wildlife species and habitats:	During construction, operation and maintenance, and decommissioning	Colusa County

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regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	• Prior to and for the duration of construction activities, the Project owner, or its contractor, shall implement a Worker Environmental Awareness Program to train all on-site construction personnel to recognize and protect biological resources on the Project site. The Worker Environmental Awareness Program training shall include a review of the special status species and other sensitive biological resources that could exist in the Project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources, highlighting CBB, burrowing owl, Swainson's hawk, American badger, western spadefoot, foothill yellow-legged frog, giant garter snake, nesting birds, and protected waters and wetlands. • The Project owner shall limit the areas of disturbance. Parking areas, new roads, staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. Buffers and avoidance areas established for biological resources, as described in **BIO-1** and **BIO-3**, shall be delineated with stakes and/or flagging prior to construction. Construction-related activities and use of vehicles and equipment shall not occur within protected buffers or avoidance areas. • Any sensitive habitats within 50 feet of the Project impact areas shall be flagged in the field by a qualified biologist prior to Project construction. To the extent feasible, the greatest buffer (up to 50 feet) should be flagged around the sensitive habitat. No work will occur in the flagged areas. The avoidance areas will be maintained for the duration of construction activities in their vicinity. • To prevent inadvertent entrapment of wildlife during construction, all excavated, steep-walled holes or trenches with a 2-foot or greater depth shall be covered with plywood or similar materials at the close of each working day or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected by on-site workers for trapped animals. If trapped animals are observed, escape ramps or structures shall be installed immediately to allow escape. If a special status species is trapped, the USFWS and/or CDFW shall be contacted immediately. • All construction pipes, culverts, or similar structures with a 4-inch or greater diameter that are stored at a construction site for one or more overnight periods shall be covered and/or thoroughly inspected for special status wildlife or nesting birds before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is discovered inside a pipe, that section of pipe shall not be moved until a qualified biologist has been consulted and the animal has either moved from the structure on its own accord or until the animal has been captured and relocated by the biologist.		

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	No handling of special status species shall occur without consultation with the applicable agencies (CDFW, USFWS). • Vehicles and equipment parked on the site during construction shall have the ground beneath the vehicle or equipment inspected for the presence of wildlife prior to moving. • Vehicular traffic shall use existing routes of travel. Cross country vehicle and equipment use outside of the Project properties shall be prohibited. • A speed limit of 15 miles per hour shall be enforced within all construction areas. • A long-term trash abatement program shall be established for construction, operation, and decommissioning and submitted to the County. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to wildlife such as common raven, coyote (*Canis latrans*), and feral dogs. • Workers shall be prohibited from bringing pets to the Project site and from feeding wildlife in the vicinity. • Intentional killing or collection of any wildlife species shall be prohibited. • Rodenticides shall not be used within the Project site, except within buildings, and disturbance to mammal burrows shall be avoided and minimized.		
IMPACT 4.4-1: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	**BIO-3: Protection of Nesting Birds** If construction (i.e., vegetation removal or ground disturbance) is scheduled to commence outside of the bird nesting season (September 1 to January 31), no preconstruction surveys or additional measures are required for nesting birds, including raptors. During the nesting bird breeding season (February 1 to August 31), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site where construction is planned. The survey shall focus on potential nest sites within a 500-foot buffer around the Project site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted no more than 14 days prior to construction activities. If the work activity halts for a period of 14 days or more, the survey would need to be conducted again prior to the continuation of site activities. Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by migratory birds and all locally breeding raptor species without causing intrusive disturbance. If active nests are found, a suitable buffer (e.g., 300 feet for non-listed raptors, 50 feet for non-listed birds) shall be established by a qualified biologist around active nests, and no construction within the buffer shall be allowed until the biologist	Prior to construction, between February 1 and August 31	Colusa County

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	has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest) or the breeding season has ended. Encroachment into the buffer may occur at the discretion of a qualified biologist in consultation with CDFW.		
IMPACT 4.4-5: Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Implementation of mitigation measures **BIO-1**, **BIO-2**, and **BIO-3** would be required.	Prior to construction, between March 1 and September 15; During construction, operation and maintenance, and decommissioning; Prior to construction, between February 1 and August 31	Colusa County
IMPACT 4.5-2: Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**CUL-1: Cultural Resource Worker Education/Training** Prior to Project construction related to ground disturbing activities (e.g., vegetation removal, excavation, trenching, grading), the Project proponent shall conduct a worker education awareness program for Project construction personnel. A qualified archaeologist will be retained for the Project and will prepare and present the initial cultural resource briefing of the worker education awareness program prior to ground disturbing activities. During construction, the Applicant will provide the training to all new construction personnel. The cultural resource training will include an overview of applicable laws and penalties pertaining to disturbing cultural resources, a brief discussion of the prehistoric and historic regional context and archaeological sensitivity of the area, types of cultural resources found in the area, instruction that Project workers will halt construction if a cultural resource is inadvertently discovered during construction, and procedures to follow in the event an inadvertent discovery (Inadvertent Discovery Plan discussed below) is encountered, including appropriate treatment and respectful behavior of a discovery (e.g., no posting to social media or photographs). The Applicant shall make reasonable efforts to notify and involve members from existing tribes in the area such as, but not limited to, the Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community, in the worker education awareness program to provide additional perspective on the tribal resources in the region. The training will follow protocols such as the Patwin Cultural Protection and Preservation Plan.	Prior to construction	Colusa County
IMPACT 4.5-2: Would the project cause a substantial adverse change in the	**CUL-2: Inadvertent Discovery of Archaeological Resources During Construction** A qualified archaeologist shall be retained to prepare an Inadvertent Discovery Plan for the Project and to be on-call in the event of an inadvertent discovery. The	Prior to construction and during construction	Colusa County

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significance of an archaeological resource pursuant to Section 15064.5?	Inadvertent Discovery Plan will provide protocols and notification procedures in the event of an inadvertent discovery. During Project construction (e.g., ground disturbing activities such as vegetation removal, excavation, trenching, grading), should subsurface archaeological resources be discovered, all ground disturbing activities within 50 feet of the find shall cease and the qualified archaeologist shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and/or NRHP criteria (as applicable). If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agencies and any local consulting Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Under CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to archaeological resources qualifying as historical resources. Methods of avoidance may include, but shall not be limited to, Project reroute or re-design, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local consulting Native American representatives expressing interest in prehistoric or tribal resources. If an archaeological site does not qualify as an historical resource but meets the criteria for a unique archaeological resource as defined in Section 21083.2, then the site shall be treated in accordance with the provisions of Section 21083.2. In regard to an inadvertent discovery of human remains: existing regulations require that if human remains and/or cultural items defined by Health and Safety Code, Section 7050.5, are inadvertently discovered, all work in the vicinity of the find would cease and the Colusa County Coroner (Sheriff-Coroner Unit Telephone Number: 530.458.0200) would be contacted immediately. If the remains are found to be Native American as defined by Health and Safety Code, Section 7050.5, the coroner will contact the NAHC by telephone within 24 hours.		

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IMPACT 4.5-2: Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**CUL-3: Inadvertent Discovery of Human Remains During Construction** The County and Applicant should continue to consult with interested tribes throughout the planning process and construction of the Project, as applicable. A tribal monitor shall be notified to participate in monitoring visibly exposed, excavated subsurface soils associated with ground-disturbing construction activities (e.g., grading and trenching). The retained on-call Secretary of Interior qualified archaeologist shall assist in the preparation of a cultural resource monitoring plan and inadvertent discovery plan (mitigation measure **CUL-2**) that will include worker resource education, inadvertent discovery procedures, and outline the guidelines for cultural resources monitoring. The Project archaeologist will coordinate with local tribes regarding the monitoring plan and tribal cultural resource monitoring of subsurface ground disturbing Project activities. At the completion of construction, a final monitoring report shall be prepared for the Project that summarizes the daily monitoring activities and resolution of any inadvertent discoveries identified during the construction of the Project. The report will be submitted to the County and the NWIC.	During construction	Colusa County
IMPACT 4.7-6: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**GEO-1: Paleontological WEAP** Before starting construction activities, on-site personnel should be trained in basic recognition of fossils and appropriate procedures to notify management in order to engage a qualified paleontological specialist in the event that fossils are discovered during construction activities (an unanticipated find).	Prior to construction	Colusa County
IMPACT 4.7-6: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**GEO-2: Unanticipated Find Contingency** A qualified paleontological specialist, meeting the Secretary of the Interior's Professional Qualification Standards for the Society of Vertebrate Paleontology shall be retained by the Project Owner on an on-call status, to be brought on-site to evaluate the significance of any unanticipated discovery of paleontological resources (an unanticipated find) and determine if additional study is warranted. If the significance of the find under CEQA or California Public Resources Code, Section 21082 does not warrant such study, the qualified paleontologist may decide to record the find and allow work to continue. If the discovery proves significant under CEQA, preparation of a paleontological treatment plan, testing, or data recovery may be required at the discretion of the paleontological specialist.	During construction	Colusa County
IMPACT 4.9-7: Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	Implementation of mitigation measure **FIRE-1** would be required.	Prior to building permit issuance	Colusa County

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IMPACT 4.13-1: Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**NOISE-1: Noise Minimization** The Project shall implement the following construction management protocols to minimize noise impacts during construction: • Use temporary noise walls that provide 10 to 15 dB of reduction so that construction noise does not exceed 86 dBA at the Project boundary; • Maintain all construction tools and equipment in good operating order according to manufacturers' specifications; • Limit use of major excavating and earth-moving machinery to daytime hours; • Schedule construction activity during normal working hours on weekdays when higher sound levels are typically present and are found acceptable. Some limited on-site activities may be allowed provided that the standards of Table 1 of Chapter 13-6 of the County Code at the property line are not exceeded; • Equip any internal combustion engine used for any purpose on the job or related to the job with a properly operating muffler that is free from rust, holes, and leaks; • For construction devices that utilize internal combustion engines, ensure the engine's housing doors are kept closed, and install noise-insulating material mounted on the engine housing consistent with manufacturers' guidelines, if possible; • Limit possible evening shift work to low noise activities such as welding, wire pulling, and other similar activities, together with appropriate material handling equipment provided that the standards of Table 1 of Chapter 13-6 of the County Code at the property line are not exceeded; • A vibratory pile driver will be used for any pile driving activities occurring within 160 feet of a residential structure; • Impact pile driving occurring between 160 feet and 290 feet of a residential structure will be limited to 70 strikes per day; and • Prior to construction, a single point of contact shall be identified and their contact information shall be provided to the County and adjacent property owners who shall receive all construction related complaints, including but not limited to noise, dust, and traffic. A single point of contact shall be assigned at all times during and after construction and shall be responsible for investigating and responding to all complaints.	During construction	Colusa County

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Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 4.13-2: Would the project result in generation of excessive groundborne vibration or groundborne noise levels?	Implementation of mitigation measure **NOISE-1** would be required.	During construction	Colusa County
IMPACT 4.17-1: Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	**TRANS-1: Road Inspection and Repairs** Prior to construction activities beginning and building permit issuance, the Applicant shall conduct a pre-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the pre-Project inspection documentation shall be submitted to the Public Works Director. Following completion of the construction activities, the Applicant shall conduct a post-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the post-Project inspection documentation shall be submitted to the Public Works Director. Damage to streets to the extent determined to have been caused by Project construction traffic shall be repaired to the satisfaction of the Public Works Director. The pre-Project and post-Project inspection requirements detailed herein shall also be performed just before and immediately after project decommissioning to address any road damage as a result of decommissioning construction traffic.	Prior to construction and at completion of construction	Colusa County
IMPACT 4.17-3: Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	**TRANS-2: Construction Warning Signs** Prior to construction activities commencing, the Applicant shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for construction warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Colusa County Community Development Director for review and approval prior to construction commencing.	Prior to construction	Colusa County
IMPACT 4.18-1: Would the project cause adverse change in the significance of a tribal cultural resource, defined in	Implementation of mitigation measures **CUL-1, CUL-2**, and **CUL-3** would be required.	Prior to construction; Prior to construction and during	Colusa County

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Public Resource Code Section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred plan, or object with cultural value to a California Native American tribe that is: i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code 5020.1(k) or ii. A resource determined by the lead agency in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (s) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code 5024.1, as the CEQA lead agency, has considered the significance of the resource to a California Native American tribe.		construction; During construction	

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IMPACT 4.20-2: Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	**FIRE-1: Wildfire Protection Measures** • Vegetation Management and Wildfire Prevention Plan. Prior to building permit issuance, a Vegetation Management and Wildfire Prevention Plan shall be submitted to the Williams Fire Protection Authority and the County for review and approval. This Vegetation Management and Wildfire Prevention Plan shall detail implementation measures to control and maintain the vegetation throughout the Project site to eliminate wildland fire hazards to a level determined satisfactory by the Williams Fire Protection Authority Fire Chief. Implementation measures shall include three Fuel Modification Zones: ○ Zone 1: Non-combustible, pervious surface (gravel, DG, or similar). ▪ 0-30 feet from BESS and Substation. ▪ Zone 1 will be free of vegetation and all combustible materials. Zone 1 will occur surrounding the onsite BESS facility and substation. This Zone will be created to 30 feet from all electrical equipment and battery storage systems. ○ Zone 2: Grass maintained at stubble height (~ 2 inches). ▪ 0-20 feet from the Project's perimeter. ▪ Zone 2 will consist of mowed grass to stubble height within 20 feet of the Project's perimeter edge. It is expected that mowing will occur late spring prior to fire season as directed by the Williams Fire Authority and will continue as necessary to maintain the Zone 2 grass at stubble height. ○ Zone 3: Grass maintained at 4 inches in height. ▪ 0-20 feet from all PV arrays, 30-100 feet from BESS and Substation ▪ Zone 3 will result in the mowing of grasses to 4 inches in height within 20 feet of PV arrays and within 30-70 feet from the BESS and Substation to reduce wildfire behavior in the Project site's grasslands to an acceptable level. It is expected that mowing will occur late spring prior to fire season as directed by the Williams Fire Authority and will continue as necessary to maintain the Zone 3 grass to a mowed height of 4 inches or less. No vegetation management will be conducted within Crotch's bumble bee avoidance areas. ▪ Vegetation management shall be implemented through mechanical cutting (mowing and trimming). The Vegetation Management and Wildfire Prevention Plan shall require installation and proper maintenance of access roads/fire breaks throughout the Project site, regularly conducting inspections of the Project components, properly storing flammable materials, requiring that UL Listed Portable Fire Extinguishers of the appropriate type be located throughout the Project site, and/or the installation of sprinkler heads where determined necessary.	Prior to building permit issuance	Colusa County

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	▪ **Emergency Services Response Plan.** Prior to any building permit issuance, an ESRP shall be submitted to the Williams Fire Protection Authority and the County for review and approval. This ESRP shall adequately describe the Project design and layout according to as-built drawings, and detail specific fire suppression and protection measures that will be implemented in the entire facility, including the BESS, to eliminate fire hazards, as well as detailed information about the emergency response strategy so that first responders are well equipped to effectively respond to a call for service, if there were any. The ESRP will also take into account recommendations provided by the BESS supplier. The ESRP will also include defined roles and responsibilities. Measures could include but would not be limited to, coordination and communication procedures with the fire department and other first responders, shutdown procedures, site personnel training, identification of evacuation routes, traffic control, and maintenance of Safety Data Sheets. The ESRP will be made to the satisfaction of and require approval from the Williams Fire Protection Authority Fire Chief. Such measures shall include but not be limited to the following: ○ On-site water storage shall include two 25,000-gallon water storage tanks with hose and truck hook-up connections compatible with responding fire apparatus. The source and supply for the water shall be clearly identified. ○ Battery container spacing shall be determined based on UL 9540A test data, manufacturer recommended separations, and potentially a heat flux analysis utilizing computational fluid dynamic modeling software. The computational fluid dynamic modeling shall be submitted for review and approval. ○ The battery containers shall receive a UL 9540 certification. If a UL 9540 certification cannot be provided, a Nationally Recognized Testing Laboratory, approved by the Williams Fire Protection Authority and qualified to conduct the field testing, shall conduct a field evaluation of one typical system utilizing the field evaluation procedures detailed by that testing laboratory, as approved by the Williams Fire Protection Authority. Upon passing the field test, the testing laboratory shall provide a label certifying that the system has been evaluated to UL 9540 standards and meets or exceeds these standards. The Project Owner is responsible for making any and all required changes to the battery storage units to obtain the UL 9540 certification or the testing equivalent to the satisfaction of the Williams Fire Protection Authority. Should the Project Owner place on the site more than one battery storage prior to obtaining approval of the Williams Fire Protection Authority of the UL 9540 certification or the testing equivalent, it does so at its own risks and no battery storage unit shall be connected, operational, and/or energized in any		

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	way until such certification approval is obtained and any required modifications have been made to the satisfaction of the Williams Fire Protection Authority. Should the test battery storage unit require being connected and/or energized to perform the field certification testing, the Williams Fire Protection Authority may approve said connection and/or energization based on its sole discretion subject to any additional requirements. • Compliance with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis. • As part of the siting and design of the BESS, a setback of more than 500 feet shall be included to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the Project site. Prior to fire permit issuance, the setback and access shall be reviewed and approved by the WFPA Fire Chief. • In addition to what is included in the ESRP, the Applicant will be required to provide training on how to adequately respond to a fire event on the Project site to the WFPA. The Applicant may also provide appropriate training to and surrounding jurisdictions that may potentially respond to a call for service at the Project site.		
IMPACT 4.20-3: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Implementation of mitigation measure **FIRE-1** would be required.	Prior to building permit issuance	Colusa County

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Exhibit "B"

FINDINGS OF FACT IN SUPPORT OF FINDINGS RELATED TO SIGNIFICANT ENVIRONMENTAL IMPACTS

State CEQA Guidelines Section 15091

For

Janus Solar and Battery Storage Project

By Janus Solar PV, LLC

Final Environmental Impact Report
SCH# 2024061043

Lead Agency: Colusa County Community Development Department

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

EXHIBIT "B"

FINDINGS OF FACT

SECTION I. INTRODUCTION

The following findings of fact are based on the information contained in the Draft and Final Environmental Impact Report (EIR) for the Janus Solar and Battery Storage Project (Project or proposed Project) as well as additional facts found in the complete record of proceedings. The Final EIR is hereby incorporated by reference and is available for review on the Community Development Department's website.

SECTION II. FINDINGS REGARDING THE POTENTIAL ENVIRONMENTAL EFFECTS OF THE PROJECT

The Colusa County Community Development Department issued a Notice of Preparation (NOP) of a Draft EIR on June 24, 2024, for the proposed Project. Based on the NOP, a determination was made that the Final EIR would contain a comprehensive analysis of environmental issues identified in Appendix G of the California Environmental Quality Act (CEQA) Guidelines. The Findings of Fact (Findings) presented herein address the environmental effects associated with the Project that are described and analyzed in the Final EIR. These Findings have been made pursuant to the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., specifically Public Resources Code Sections 21081 and 21081.6, as well as CEQA Guidelines (14 Cal. Code of Regs 15000 et seq.) Sections 15091 and 15093.

With respect to all impacts identified as "less than significant" or as having "no impact" in the Final EIR, the Colusa County Planning Commission, in recommending approval of the Development Agreement and Use Permit for the project, finds that those impacts have been described accurately and are less than significant or have no impact. Despite concluding that certain impacts would be less than significant or would have no impact, the Final EIR nevertheless incorporates mitigation measures in the form of complying with the goals, policies, and implementation measures of the Colusa County General Plan, Colusa County Zoning Ordinance, and other adopted regulations. The Planning Commission finds that these effects are less than significant or have no impact before and after implementation of these mitigation measures.

In addition, some impacts in the Final EIR were found to be "significant" but were able to be mitigated to less than significant levels. The Planning Commission finds that those impacts have been described accurately and are less than significant with the implementation of mitigation. There were no impacts that were found to be "significant and unavoidable" and thus no statement of overriding considerations is required for the Project pursuant to Public Resources Code Section 21002.1

AESTHETICS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a substantial adverse effect on a scenic vista (Impact 4.1-1, as described in Section 4.1.6, *Aesthetics* in the EIR).

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The proposed Project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway (Impact 4.1-2, as described in Section 4.1.6, *Aesthetics* in the EIR).

The proposed Project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings (Impact 4.1-3, as described in Section 4.1.6, *Aesthetics* in the EIR).

The proposed Project would not create a substantial new source of nighttime lighting or daytime glare (Impact 4.1-4, as described in Section 4.1.6, *Aesthetics* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to aesthetics that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to aesthetics that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on aesthetics.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable impact on aesthetics.

AGRICULTURE AND FOREST RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not convert prime farmland, unique farmland, or farmland of statewide importance, as shown on the maps prepared pursuant to the farmland mapping and monitoring program of the California Resources Agency, to nonagricultural use. (Impact 4.2-1, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract (Impact 4.2-2, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

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The Project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)) or timberland (as defined in Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104 (g)). (Impact 4.2-3, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not result in the loss of forestland or conversion of forest land to non-forest use. (Impact 4.2-4, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

The Project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use. (Impact 4.2-5, as described in Section 4.2.4, *Agriculture and Forestry Resources* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to agriculture and forestry resources that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to agriculture and forestry resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on agriculture and forestry resources.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on agriculture and forestry resources.

AIR QUALITY

A. Environmental Effects of the Project Found to Have No Impact on the Environment or Have a Less Than Significant Impact on the Environment.

The Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people (Impact 4.3-4, as described in Section 4.3.7, *Air Quality* in the EIR).

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B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could conflict with or obstruct implementation of the applicable air quality plan (Impact 4.3-1).

Description of Potentially Significant Impact

During construction, unmitigated NO_x emissions would exceed the BCAQMD annual significance threshold.

Finding

With the incorporation of Tier 4 engines for offroad equipment greater than 25 HP, as proposed in mitigation measure AQ-1, mitigated NO_x emissions would fall below the BCAQMD significance thresholds. Both unmitigated and mitigated ROG emissions are below the annual threshold of significance. Both unmitigated and mitigated PM_{10} emissions are below the daily threshold of significance. Unmitigated and mitigated daily operational emissions are below significance thresholds for all pollutants. During the longer-term operational phase, the Project would include routine inspection and maintenance activities that would result in a net increase in emissions, although the increase in emissions would not exceed any significant threshold.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure AQ-1 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure AQ-1 (described below), would reduce impacts to less than significant levels.

AQ-1: Construction Equipment Requirements

During construction, diesel particulate filters or other CARB-verified diesel emission control strategies shall be installed on construction equipment. All on- and off-road diesel equipment shall not idle for more than 5 minutes. Signs shall be posted in the designated queuing areas and/or job sites to remind drivers and operators of the 5-minute idling limit. All construction equipment shall be maintained in proper tune according to the manufacturer's specifications. Equipment must be checked and determined to be running in proper condition before the start of work. Idling, staging, and queuing of diesel equipment within 1,000 feet of sensitive receptors shall be limited.

Potentially Significant Effect

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The Project could result in a cumulatively considerable net increase of any criteria pollutants for which the project region is non-attainment under an applicable federal or state ambient air quality standard (Impact 4.3-2).

Description of Potentially Significant Impact

The Project would result in a significant contribution to localized ambient air quality if daily emissions exceeded 80 pounds per day of PM_{10} during either construction or operation.

Finding

The CCAPCD has requested that the Project use BCAQMD annual and daily significance thresholds to address pollution sources associated with general construction activities, such as the operation of on-site construction equipment, fugitive dust from site grading activities, and travel by construction workers. Mitigation measures AQ-2 and AQ-3 would be required on site to reduce dust emissions.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures AQ-2 and AQ-3 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures AQ-2 and AQ-3 (described below) would reduce impacts to less than significant levels.

AQ-2: Dust Control Measures

During construction of the Project, the primary construction contractor shall implement the following practices, which should limit daily dust emissions to well below the BCAQMD threshold of significance, and minimize impacts to surrounding areas, including adjacent orchards:

- All disturbed areas, including soil piles, areas that have been graded, and unpaved roads, shall be watered twice daily during dry conditions, and when feasible, covered and enclosed.
- When materials are transported off site, they shall be wetted and covered securely, and at least 2 feet of freeboard shall be maintained.
- Limit traffic speeds on unpaved roads to 15 miles per hour.
- Apply dust suppressant in accordance with the manufacturer's application rate to Spring Valley Road, the unpaved road accessing the Project site, at least sixty (60) days and fifteen (15) before the start of construction and during the construction period, and as needed to reduce dust associated with truck traffic.
- Curtail construction activities when the County's Air Quality Index exceeds 150.

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- Vehicle travel distances and total traffic on roads at the Project site and accessing the Project site shall be minimized through efficient planning and management. Special consideration must be given to minimizing the travel distances of heavy or heavily laden vehicles, particularly during the construction period.

- During anticipated peak truck trip periods of heavy equipment and vendor deliveries, a traffic control flagger shall be present on Spring Valley Road. The traffic flagger shall enforce the 15-mile-per-hour speed limit for heavy vehicles on unpaved roads and shall monitor and log dust conditions, per the requirements outlined below.

- Signage will be placed on Spring Valley Road describing the 15 mile per hour speed limit for heavy vehicles.

- The construction contractor is the designated dust control site coordinator and is responsible for implementing dust control. It is the dust control site coordinator's responsibility to:

    - Read and understand applicable mitigation measures and have them available at the job site.

    - Implement the mitigation measures and ensure that all employees, workers, and subcontractors know their dust control responsibilities.

    - Use contingency control measures when primary controls are ineffective.

    - Monitor the worksite for compliance with the dust control mitigation measures.

    - Maintain a daily log monitoring the implementation and effectiveness of the control measures, including off-site emissions due to material transport and other activities.

- Each day during construction, the construction contractor shall keep a daily log of dust conditions that includes the following information:

    - Date

    - Time

    - Wind speed

    - Temperature

    - Minutes off-site visible emissions were observed darker than 20 percent opacity, including date, time, location, and work activity

    - Soil conditions (damp, dry, etc.)

    - Corrective actions taken, if needed

AQ-3: Long Term Dust Control

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Once a year during Project operations, generally in late spring, the Applicant shall be responsible for the application of dust suppressant to Spring Valley Road, the unpaved road accessing the Project site. The dust suppressant shall be applied on Spring Valley Road from the intersection with Walnut Drive to the entrance to the Project site. The timing of the application and the rate of application shall be pursuant to the manufactures application rate and requirements and shall be to the satisfaction of the Public Works Director.

Potentially Significant Effect

The Project could expose sensitive receptors to substantial pollutant concentrations (Impact 4.3-3).

Description of Potentially Significant Impact

The use of combustion equipment in Project construction activities could result in elevated concentrations of DPM, which could lead to health impacts for nearby sensitive receptors.

Finding

Mitigation measure AQ-1 would further limit diesel particulate matter from construction activities. The Project would also use ultra-low sulfur diesel fuels (less than or equal to 5 parts per million by weight sulfur). Additionally, during construction, the implementation of mitigation measure AQ-2 would provide control measures for fugitive dust emissions and limit the potential for exposure to Valley Fever. During operations, mitigation measure AQ-3 would be implemented, providing additional long-term dust control measures for fugitive dust emissions and further limiting the potential for exposure to Valley Fever.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures AQ-1, AQ-2, and AQ-3 (described above), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures AQ-1, AQ-2, and AQ-3 (described above) would reduce impacts to less than significant levels.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to aesthetics that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on air quality.

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E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on air quality resources.

BIOLOGICAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service (Impact 4.4-2, as described in Section 4.4.4, *Biological Resources* in the EIR).

The Project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means (Impact 4.4-3, as described in Section 4.4.4, *Biological Resources* in the EIR).

The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites (Impact 4.4-4, as described in Section 4.4.4, *Biological Resources* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (Impact 4.4-1).

Description of Potentially Significant Impact

The proposed Project has the potential to impact special-status plants and wildlife through the loss of habitat, as well as direct and indirect impacts on species.

Individual discussions for special-status species determined to have the potential for significant impacts are provided below.

Special Status Plants

The vast majority of the site provides low quality habitat for special status plant species due to high levels of grazing and non-native plant cover. No special status plants were observed during protocol-level rare plant surveys conducted for the Project. Therefore, the Project would have no substantial adverse effects on special status plants, and the impact would be less than significant.

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Crotch's Bumble Bee

Due to the commonality of habitat types (grasslands and shrublands) and features (i.e., small mammal burrows, logs) that this species can utilize for nesting, and their diversity of foraging and nectaring plants, CBB habitat is considered widespread and abundant in the Project region. Five individual CBB observed foraging in the Project site in July 2024, and the site could potentially support CBB nesting; therefore, vegetation or ground disturbing activities during Project construction have the potential to result in significant impacts on this species should they occur. With implementation of mitigation measures BIO-1 and BIO-2, construction impacts would be reduced to a less than significant level, by incorporating specific avoidance measures in coordination with CDFW and implementing a worker environmental awareness training program. This would include the development of a CBB avoidance plan that is submitted to CDFW for review. If it is ultimately determined that avoidance of CBB is not feasible then additional consultation with CDFW will occur to ensure that significant adverse effects to CBB will not occur. Thus, the Project would have no substantial adverse effects on CBB during construction. Project operations and maintenance are unlikely to impact CBB, as vehicle traffic and on-site personnel would be minimal and heavy equipment would be infrequently used. All Project security lighting would be shielded, directed downward, and equipped with switches or motion detectors (rather than remaining on from dusk to dawn) to minimize potential impacts to CBB.

The Vegetation Management and Wildfire Prevention Plan (mitigation measure FIRE-1) would implement measures to control and maintain the vegetation throughout the Project site during operations and maintenance. The approved vegetation management activities may significantly impact CBB. However, as discussed previously, mitigation measures BIO-1 and BIO-2 would be implemented to avoid impacts to CBB through implementation of CDFW-approved avoidance measures, including coordination of applicable requirements included in mitigation measure FIRE-1, and the implementation of a worker environmental awareness training program. Therefore, Project operations and maintenance would have no substantial adverse effects on this species, and the impact would be less than significant with mitigation incorporated.

Burrowing Owl

A total of 48 suitable burrows and 26 suitable surrogate burrows for BUOW were observed within the BSA during the 2024 protocol burrow survey (Figure 4.4-3). However, no BUOW were observed during the 2024 breeding season protocol surveys. Winter season protocol-level surveys will occur in winter of 2024–2025 to determine if BUOW overwinter within the BSA. Project construction, including ground disturbance, noise, vehicle traffic, and on-site personnel, could impact this species if they are present on or near the site during construction. These impacts could include direct mortality, loss of burrow or foraging habitat, behavioral disturbance, and nest failure, and therefore are considered potentially significant. All construction lighting would be shielded, directed downward, and temporary to minimize potential impacts. With implementation of mitigation measures BIO-1 and BIO-2 Project impacts would be reduced to a less than significant level, and there would be no substantial adverse effects on BUOW. These measures include development of an avoidance plan in coordination with CDFW if BUOW are detected during the winter season protocol surveys or pre-construction surveys, and implementation of a worker environmental awareness training program. Project operations and maintenance would be unlikely to impact BUOW since vehicle traffic and on-site personnel would be minimal, and heavy

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equipment would be infrequently used. Furthermore, infrastructure areas where the activities would occur are unlikely to support BUOW. The minor increase in vehicle traffic and on-site personnel would be temporary and normal; wildlife behavior is expected to resume after the disturbance. All Project security lighting would be shielded, directed downward, and equipped with switches or motion detectors (rather than remaining on from dusk to dawn) to minimize potential impacts. Vegetation removal activities as described in mitigation measure FIRE-1 may be required during operations and there is potential for behavior disturbances or nest failure if BUOW are present. As such, a BUOW pre-construction survey will be conducted in accordance with mitigation measure BIO-1 prior to vegetation removal activities. If a BUOW is observed, an appropriately sized buffer would be implemented depending on the time of year, and an avoidance plan would be developed and implemented in coordination with CDFW. Therefore, Project operations and maintenance would have no substantial adverse effects on this species, and the impact would be less than significant with mitigation incorporated.

Swainson's Hawk and Other Raptors

During the 2024 Swainson's hawk nest surveys, six Swainson's hawk nests were identified within 10 miles of the Project site. Each of these nests was located more than 5 miles from the Project site (Tetra Tech 2024b; Figure 4.4-4). The area within the Project site and up to 0.5 miles surrounding the Project site boundary is considered the area of direct or indirect impact that may be subject to construction-related disturbances for Swainson's hawk nesting territories. No nests were identified within this area. Therefore, the Project would not remove Swainson's hawk nests or affect the reproductive outcome of the active Swainson's hawk nests, and no direct impacts are anticipated to occur as a result of the Project. Similarly, because the nearest nest is over 5 miles from the Project site, indirect construction-related impacts such as noise or visual disturbances are not anticipated to affect the reproductive outcome of the active Swainson's hawk nests identified during the 2024 survey. While no Swainson's hawk nests were observed at the Project site, the Project site could still be utilized as foraging habitat. Swainson's hawks were observed foraging at the Project site in 2024. Project construction on the Aegilops triuncialis Provisional Herbaceous Semi-Natural Alliance, Amsinckia menziesii – Achyrachaena mollis Herbaceous Alliance, and planted common wheat field habitats would reduce the foraging habitat for raptors, including Swainson's hawk. The Project is anticipated to develop 666 acres of the Project site, which is considered suitable foraging habitat for Swainson's hawk (Tetra Tech 2024b). It should be noted that following construction, the solar panels would be aboveground, and their presence along with vegetation management activities as part of mitigation measure FIRE-1 would not result in the permanent removal of all habitats, allowing for ongoing floral and fauna uses. As such, the Project site could still allow for continued use by prey species and foraging lands for raptor species. Overall, the Project would impact approximately 2 percent of the total suitable Swainson's hawk foraging habitat in a 10-mile radius around the Project site (Tetra Tech 2024b). Although the Project site and surrounding grasslands are considered suitable foraging habitat, the development of the Project site is not anticipated to affect Swainson's hawk nesting territories and would only result in minimal loss of regional foraging habitat. Therefore, the construction impact to foraging habitat would not result in substantial adverse effects on the species. Other raptors such as red-tailed hawks, prairie falcon, and northern harrier, could also use the site for foraging and/or nesting. These species would have a similar loss of foraging ground as Swainson's hawks. Ground disturbance, construction-related noise, increased vehicle traffic, and on-site personnel may disturb these species if they are nesting within or near the Project site during construction, which could

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result in potentially significant impacts on breeding raptors, their nests, young, or eggs. However, implementation of mitigation measures BIO-1, BIO-2, and BIO-3, which require nesting bird surveys and implementation of no work buffers if active nests are located within or near the Project site and implementation of a worker environmental awareness training program, would reduce construction-related impacts to Swainson's hawk and other raptors to a less than significant level. With implementation of these avoidance measures, the Project would have no substantial adverse effects on these species. Project operations and maintenance are unlikely to impact Swainson's hawk and other raptors as vehicle traffic and on-site personnel would be minimal and heavy equipment would be infrequently used. Furthermore, infrastructure areas where the activities would occur are unlikely to support nesting raptors. The minor increase in vehicle traffic and on-site personnel would be temporary, and normal wildlife behavior is expected to resume after the disturbance. In addition, new transmission and communication lines and structures would be constructed in accordance with the most recent Avian Power Line Interaction Committee guidance (APLIC 2006, APLIC 2012) to reduce the potential for bird injury and mortality from collisions and electrocution. If vegetation removal is required during the nesting bird season (February 1 to August 31) there may be potentially significant impacts to nesting birds, such as egg or young abandonment. With implementation of mitigation measures BIO-1 and BIO-3 surveys for nesting birds and protection of active nests would reduce these impacts to less than significant. Therefore, Project operations and maintenance would have no substantial adverse effects on these species, and the impact would be less than significant with mitigation incorporated.

Special Status Migratory Birds including Tricolored Blackbird and White Faced Ibis

A number of avian species may use the Project site to forage, nest, or as a migratory stopover. During construction, ground disturbance, construction-related noise, increased vehicle traffic, and on-site personnel may disturb avian species if foraging or nesting on or near the Project site. Construction of the proposed Project would develop potential foraging habitat that could have been used by special status birds. However, as described above for raptors, this represents a very small percentage of the total suitable foraging habitat available in the region and would result in an insignificant impact to the species. During construction, the grasslands and trees within and adjacent to the Project site may be used as nest sites by a number of avian species. Construction-related disturbances may result in loss of individuals, eggs, or nests; However, with implementation of mitigation measure BIO-2 and BIO-3, which include conducting nesting bird surveys prior to disturbances and implementing a worker environmental awareness training program, construction-related impacts to nesting migratory birds would be less than significant with mitigation incorporated.

Direct and indirect impacts to avian species may occur during Project operations and maintenance through collision with Project facilities, including transmission wires, fencing, and solar array structures. New transmission and communications lines and structures would be constructed in accordance with the most recent Avian Power Line Interaction Committee guidance to reduce the potential for bird injury and mortality from collisions and electrocution. Potential direct impacts to migratory bird species may also occur through attraction to solar panels or "lake effect" from utility-scale solar panel arrays. The "lake effect" refers to the perception of solar panels as water by birds (Kosciuch et al. 2021). Solar panels are both reflective and polarize light, which are elements thought to mimic water or related suitable habitat. As a result, some have hypothesized that solar panels can attract bird species that mistake the panels for bodies of water, and that some

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birds in some landscapes could be attracted to them resulting in possible injury or death (Diehl et al. 2024). To reduce potential significant impacts to migratory birds, the solar panels for the Project would be designed to be anti-reflective to minimize glare and will be on a tracking system.

Limited monitoring data is available to assess avian collisions with solar panels and no data exists for Colusa County. In an assessment of avian mortality at utility scale solar energy facilities, Waltson et al. (2016) examined the California Valley Solar Ranch, a 250 MW PV solar project located in San Luis Obispo. Findings indicated that the average mortality associated with the PV solar facility was approximately 0.5 birds per MW per year. Kosciuch et al. 2020 conducted a comprehensive review of bird mortality patterns from studies completed January 2013 to September 2018 at 11 PV solar facilities in southern California in Imperial, Riverside, San Bernardino, and San Luis Obispo Counties, and Nevada in Clark and Mineral counties to estimate PV-related bird mortality. Kosciuch et al. (2020) found four patterns consistent among the facilities: 1) most fatalities were of unknown cause and only reported as feather spots, 2) most carcasses were from abundant ground-dwelling birds, 3) no relatively large fatality events were detected, 4) most carcasses were found in fall. Findings indicate that the average rate of mortality across the 11 PV facilities was 2.49 bird fatalities per MW per year. Based on this rate, the average bird fatality of the proposed Project (80 MW) would be approximately 200 birds per year. However, it should be noted that the Project would occur in Colusa County which may have a different fatality rate than projects located in southern California or Nevada regions. Although data from PV solar array-type facilities indicate instances of avian mortality resulting from collisions, the best available scientific information to date does not indicate a significant risk of substantial avian mortality occurring at facilities such as the Project.

Project operations and maintenance are unlikely to impact special status migratory birds, as vehicle traffic and on-site personnel would be minimal and heavy equipment would be infrequently used. The minor increase in vehicle traffic and on-site personnel would be temporary, and normal wildlife behavior is expected to resume after the disturbance. If vegetation removal is required during the nesting bird season (February 1 to August 31) there may be potentially significant impacts to nesting birds, such as egg or young abandonment. With implementation of mitigation measures BIO-1 and BIO-3 surveys for nesting birds and protection of active nests would reduce these impacts to less than significant.

Therefore, for the reasons described above, Project operations and maintenance would have no substantial adverse effects on special status migratory birds, and the impact would be less than significant with mitigation incorporated.

American Badger

While American badger was not observed during the field surveys, and no large underground holes or potential burrows/dens were found in the Project site, culverts of sufficient size, which were found along existing roads within and around the site, can be used by this species for refuge or to pass safely beneath roads. Construction of the proposed Project, including ground disturbance, noise, vehicle traffic, and on-site personnel has the potential to affect American badger if present in or near the construction area. These impacts may result in direct mortality or behavioral disturbance and are therefore considered potentially significant. With implementation of mitigation measures BIO-1 and BIO-2, which include preconstruction surveys and implementation

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of construction site best management practices such as preventing inadvertent entrapment, and implementation of a worker environmental awareness training program, construction-related impacts would be reduced to a less than significant level and the Project would have no substantial adverse effects on American badger. Therefore, impacts related to Project construction would be less than significant with mitigation incorporated. Project operations and maintenance are unlikely to impact American badger as vehicle traffic and on-site personnel would be minimal, and heavy equipment would be infrequently used. Furthermore, infrastructure areas where the activities would occur are unlikely to support American badger. The minor increase in vehicle traffic and on-site personnel would be temporary, and normal wildlife behavior is expected to resume after the disturbance. All Project security lighting would be shielded, directed downward, and equipped with switches or motion detectors to minimize potential impacts. If vegetation removal is required during operations, there is potential for behavioral disturbances, if badgers are found on the Project site. However, these disturbances are expected to be short-term, similar to existing disturbance patterns in the vicinity of the Project and are not expected to result in direct mortality or injury to individual badgers. As such, Project operations and maintenance would have no substantial adverse effect on this species.

Western Spadefoot, Foothill Yellow-legged Frog, and Giant Garter Snake

While western spadefoot, Foothill yellow-legged frog, and giant garter snake were not observed during the field surveys, potentially suitable aquatic features and upland habitat were found in the Project site, which may be used by these species. Construction of the proposed Project, including clearing and grubbing vegetation, ground disturbance, noise, vehicle traffic, and on-site personnel has the potential to affect these species if present in or near the construction area. These impacts may result in direct mortality or behavioral disturbance; therefore, the impact is potentially significant. There would be no impact to aquatic habitats because the Project is designed to avoid any jurisdictional waters. With the implementation of mitigation measure BIO-2, including worker environmental training, limiting areas of disturbance, and avoiding sensitive habitats, construction impacts would be reduced to a less than significant level and the Project would have no substantial adverse effects on western spadefoot, foothill yellow-legged frog, or giant garter snake.

Finding

The Project has the potential to impact special-status wildlife and plant species through the loss of habitat as well as direct and indirect impacts on wildlife. These impacts would be reduced to a less than significant level with the implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described below).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described below) would reduce impacts to less than significant levels.

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BIO-1: Protection of Special-status Species

Crotch's Bumble Bee

Prior to ground disturbance or vegetation removal and management activities within the Project site, a CBB avoidance plan will be prepared and submitted to CDFW for review and comment. This plan will include specific avoidance measures that will be implemented to avoid take of the species. These measures shall include but are not limited to pre-construction surveys for CBB individuals and nests, avoidance of active nests, avoidance of vegetation removal to the extent feasible during the CBB colony active period, procedures for vegetation management in coordination with mitigation measure FIRE-1, and implementation of avoidance buffers around CBB individuals and nests if they are observed. If it is ultimately determined that avoidance of CBB is not feasible, then the Project will seek an Incidental Take Permit from CDFW.

Burrowing Owl

Pre-construction surveys shall be performed no less than 14 days prior to the initiation of ground-disturbing activities (e.g., vegetation clearing or grading). A qualified biologist shall conduct pre-construction surveys in all suitable habitat areas in the Project site and 150 meters around the Project site (access permitting). Areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable habitat. The survey will begin 1 hour before sunrise and continue until 2 hours after sunrise, or begin 2 hours before sunset and continue until 1 hour after sunset (3 hours total). A minimum of two surveys will be conducted (if owls are detected on the first survey, a second survey is not needed). All owls observed will be counted, and their locations will be mapped. If the work activity halts for a period of 14 days or more, the survey would need to be conducted again prior to the continuation of site activities. Copies of the survey results shall be submitted to CDFW and the Colusa County Planning Department.

If BUOWs are detected on the Project site or within 150 meters during the pre-construction survey, a Project-specific mitigation plan shall be prepared for CDFW review and approval and implemented to protect BUOWs and their nest sites. As defined in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012), buffer size is dependent upon time of year and level of disturbance at the Project site. Depending on the level of disturbance, a smaller buffer may be established in consultation with CDFW. The BUOW survey can be conducted in conjunction with a nesting bird survey (required under the Migratory Bird Treaty Act), if timing is appropriate.

Swainson's Hawk

If construction (i.e., equipment staging, vegetation removal, or ground disturbance) is scheduled to commence outside of the Swainson's hawk nesting season (September 16 to February 28), no preconstruction surveys or additional measures are required for Swainson's hawk. During the breeding season (March 1 to September 15), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site and a 0.5-mile buffer. Surveys shall be conducted in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000) and occur no more than 14 days prior to construction activities.

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Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by Swainson's hawk without causing intrusive disturbance. If active Swainson's hawk nests are found, a 0.5-mile buffer shall be established by a qualified biologist around active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest), adult and juvenile Swainson's hawks have left the area, or the breeding season has ended. Encroachment into the buffer for Swainson's hawk must be authorized by the CDFW.

American Badger

A pre-construction survey for the American badger shall occur during the burrowing owl surveys. Any active American badger dens shall be avoided by establishing a minimum 50-foot buffer around the den. No construction activities shall occur within this buffer unless a qualified biologist determines that the den is inactive.

BIO-2: Worker Environmental Awareness Training and Best Management Practices for Biological Resources

During construction, operation and maintenance, and decommissioning of the facility, the Project owner and/or contractor shall implement the following general avoidance and protective measures to protect special status wildlife species and habitats:

- Prior to and for the duration of construction activities, the Project owner, or its contractor, shall implement a Worker Environmental Awareness Program to train all on-site construction personnel to recognize and protect biological resources on the Project site. The Worker Environmental Awareness Program training shall include a review of the special status species and other sensitive biological resources that could exist in the Project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources, highlighting CBB, burrowing owl, Swainson's hawk, American badger, western spadefoot, foothill yellow-legged frog, giant garter snake, nesting birds, and protected waters and wetlands.
- The Project owner shall limit the areas of disturbance. Parking areas, new roads, staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. Buffers and avoidance areas established for biological resources, as described in BIO-1 and BIO-3, shall be delineated with stakes and/or flagging prior to construction. Construction-related activities and use of vehicles and equipment shall not occur within protected buffers or avoidance areas.
- Any sensitive habitats within 50 feet of the Project impact areas shall be flagged in the field by a qualified biologist prior to Project construction. To the extent feasible, the greatest buffer (up to 50 feet) should be flagged around the sensitive habitat. No work will occur in the flagged areas. The avoidance areas will be maintained for the duration of construction activities in their vicinity.

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- To prevent inadvertent entrapment of wildlife during construction, all excavated, steep-walled holes or trenches with a 2-foot or greater depth shall be covered with plywood or similar materials at the close of each working day or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected by on-site workers for trapped animals. If trapped animals are observed, escape ramps or structures shall be installed immediately to allow escape. If a special status species is trapped, the USFWS and/or CDFW shall be contacted immediately.
- All construction pipes, culverts, or similar structures with a 4-inch or greater diameter that are stored at a construction site for one or more overnight periods shall be covered and/or thoroughly inspected for special status wildlife or nesting birds before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is discovered inside a pipe, that section of pipe shall not be moved until a qualified biologist has been consulted and the animal has either moved from the structure on its own accord or until the animal has been captured and relocated by the biologist. No handling of special status species shall occur without consultation with the applicable agencies (CDFW, USFWS).
- Vehicles and equipment parked on the site during construction shall have the ground beneath the vehicle or equipment inspected for the presence of wildlife prior to moving. • Vehicular traffic shall use existing routes of travel. Cross country vehicle and equipment use outside of the Project properties shall be prohibited.
- A speed limit of 15 miles per hour shall be enforced within all construction areas.
- A long-term trash abatement program shall be established for construction, operation, and decommissioning and submitted to the County. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to wildlife such as common raven, coyote (*Canis latrans*), and feral dogs.
- Workers shall be prohibited from bringing pets to the Project site and from feeding wildlife in the vicinity.
- Intentional killing or collection of any wildlife species shall be prohibited.
- Rodenticides shall not be used within the Project site, except within buildings, and disturbance to mammal burrows shall be avoided and minimized.

BIO-3: Protection of Nesting Birds

If construction (i.e., vegetation removal or ground disturbance) is scheduled to commence outside of the bird nesting season (September 1 to January 31), no preconstruction surveys or additional measures are required for nesting birds, including raptors. During the nesting bird breeding season (February 1 to August 31), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site where construction is planned. The survey shall focus on potential nest sites within a 500-foot buffer around the Project site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted no more than 14 days prior to construction activities. If the work activity halts for a period of 14 days or more, the survey would need to be conducted again prior to the continuation of site activities.

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Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by migratory birds and all locally breeding raptor species without causing intrusive disturbance. If active nests are found, a suitable buffer (e.g., 300 feet for non-listed raptors, 50 feet for non-listed birds) shall be established by a qualified biologist around active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest) or the breeding season has ended. Encroachment into the buffer may occur at the discretion of a qualified biologist in consultation with CDFW.

Potentially Significant Effect

The Project could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (Impact 4.4-5).

Description of Potentially Significant Impact

The County has policies and ordinances protecting biological resources, including Conservation Element Policies 1-7, 1-8, 1-11 through 1-18, 1-23, 1-24, 1-27, and 1-33. However, the Project would not conflict with any local policies or ordinances protecting biological resources because the Project would not impact oak woodlands or oak trees and would avoid impacts to riparian and wetland habitats. Incorporation of mitigation measures BIO-1, BIO-2, and BIO-3 would implement pre-construction surveys and minimization and avoidance measures. Therefore, the impact due to conflicts with local policies protecting biological resources would be less than significant with mitigation measures BIO-1, BIO-2, and BIO-3 incorporated.

Finding

The Project has the potential to conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. However, these impacts would be reduced to a less than significant level with the implementation of mitigation measure BIO-1, BIO-2, and BIO-3 incorporated (described above).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described above), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described above) would reduce impacts to less than significant levels.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

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The proposed Project would not have any environmental effects on biological resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The Project would result in less than significant cumulative impacts on biological resources with the implementation of mitigation measures BIO-1, BIO-2, and BIO-3.

Finding

The proposed Project has the potential to result in cumulative impacts to biological resources. The implementation of mitigation measures BIO-1, BIO-2, and BIO-3 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures BIO-1, BIO-2, and BIO-3 cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures BIO-1, BIO-2, and BIO-3 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on biological resources.

CULTURAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 (Impact 4.5-1, as described in Section 4.5.5, *Cultural Resources* in the EIR).

The Project would not disturb any human remains, including those interred outside of formal cemeteries (Impact 4.5-3, as described in Section 4.5.5, *Cultural Resources* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

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Potentially Significant Effect

The Project could cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5 (Impact 4.5-2).

Description of Potentially Significant Impact

No archaeological resources were identified within the Project site that meet the CEQA's definition of a significant archaeological resource pursuant to Section15064.5.

Construction of the Project could potentially impact previously unidentified, buried archaeological resources. Based on the natural setting, landforms, NAHC SLF results, records search results (including historic maps), Phase I survey, known site density, and disturbance to native soils, the Project area is assessed as having a low to low-moderate sensitivity for buried archaeological resources. If construction ground disturbance depths extend to native soils (below 1.5 feet within plowed agricultural fields, and 2 feet within transmission line corridor), there would be a potential to impact previously unrecorded subsurface archaeological resources. In the event that previously unidentified archaeological resources are discovered during ground disturbing activities during construction, the Project may potentially impact archaeological resources. In order to reduce the potential impacts mitigation measures CUL-1, which requires worker awareness training regarding tribal and cultural resources, and CUL-2, the inadvertent discovery of cultural resources should be implemented; and CUL-3 monitoring of Project construction by a tribal monitor(s). Thus, the Project would have less than significant impacts to historic, tribal, and archaeological resources with the implementation of mitigation measures CUL-1, CUL-2, and CUL-3.

Finding

The proposed Project has the potential to impact an archaeological resource. However, these impacts would be reduced to a less than significant level with the implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described below).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described below) would reduce impacts to less than significant levels.

CUL-1: Cultural Resource Worker Education/Training

Prior to Project construction related to ground disturbing activities (e.g., vegetation removal, excavation, trenching, grading), the Project proponent shall conduct a worker education awareness program for Project construction personnel. A qualified archaeologist will be retained for the Project and will prepare and present the initial cultural resource briefing of the worker education

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awareness program prior to ground disturbing activities. During construction, the Applicant will provide the training to all new construction personnel. The cultural resource training will include an overview of applicable laws and penalties pertaining to disturbing cultural resources, a brief discussion of the prehistoric and historic regional context and archaeological sensitivity of the area, types of cultural resources found in the area, instruction that Project workers will halt construction if a cultural resource is inadvertently discovered during construction, and procedures to follow in the event an inadvertent discovery (Inadvertent Discovery Plan discussed below) is encountered, including appropriate treatment and respectful behavior of a discovery (e.g., no posting to social media or photographs). The Applicant shall make reasonable efforts to notify and involve members from existing tribes in the area such as, but not limited to, the Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community, in the worker education awareness program to provide additional perspective on the tribal resources in the region. The training will follow protocols such as the Patwin Cultural Protection and Preservation Plan.

CUL-2: Inadvertent Discovery of Archaeological Resources During Construction

A qualified archaeologist shall be retained to prepare an Inadvertent Discovery Plan for the Project and to be on-call in the event of an inadvertent discovery. The Inadvertent Discovery Plan will provide protocols and notification procedures in the event of an inadvertent discovery. During Project construction (e.g., ground disturbing activities such as vegetation removal, excavation, trenching, grading), should subsurface archaeological resources be discovered, all ground disturbing activities within 50 feet of the find shall cease and the qualified archaeologist shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and/or NRHP criteria (as applicable). If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agencies and any local consulting Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Under CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to archaeological resources qualifying as historical resources. Methods of avoidance may include, but shall not be limited to, Project reroute or re-design, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local consulting Native American representatives expressing interest in prehistoric or tribal resources. If an archaeological site does not qualify as a historical resource but meets the criteria for a unique archaeological resource as defined in Section 21083.2, then the site shall be treated in accordance with the provisions of Section 21083.2. In regard to an inadvertent discovery of human remains: existing regulations require that if human remains and/or cultural items defined by Health and Safety Code, Section 7050.5, are inadvertently discovered, all work in the vicinity of the find would cease and the Colusa County Coroner (Sheriff-Coroner Unit Telephone Number: 530.458.0200) would be contacted immediately. If the remains are found to be Native American as defined by Health and Safety Code, Section 7050.5, the coroner will contact the NAHC by telephone within 24 hours.

CUL-3: Native American Consultation and Monitoring Plan

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The County and Applicant should continue to consult with interested tribes throughout the planning process and construction of the Project, as applicable. A tribal monitor shall be notified to participate in monitoring visibly exposed, excavated subsurface soils associated with ground-disturbing construction activities (e.g., grading and trenching). The retained on-call Secretary of Interior qualified archaeologist shall assist in the preparation of a cultural resource monitoring plan and inadvertent discovery plan (mitigation measure CUL-2) that will include worker resource education, inadvertent discovery procedures, and outline the guidelines for cultural resources monitoring. The Project archaeologist will coordinate with local tribes regarding the monitoring plan and tribal cultural resource monitoring of subsurface ground disturbing Project activities. At the completion of construction, a final monitoring report shall be prepared for the Project that summarizes the daily monitoring activities and resolution of any inadvertent discoveries identified during the construction of the Project. The report will be submitted to the County and the NWIC.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects on cultural resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The Project would result in less than significant cumulative impacts on cultural resources with the implementation of mitigation measures CUL-1, CUL-2, and CUL-3.

Finding

The proposed Project has the potential to result in cumulative impacts to cultural resources. The implementation of mitigation measures CUL-1, CUL-2, and CUL-3 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3 cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

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The proposed Project would not have a significant and unavoidable cumulative environmental impact on cultural resources.

ENERGY

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation (Impact 4.6-1, as described in Section 4.6.4, *Energy* in the EIR).

The Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency (Impact 4.6-2, as described in Section 4.6.4, *Energy* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to energy that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to energy that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would not have a significant cumulative environmental impact on energy.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on energy.

GEOLOGY AND SOILS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; landslides (Impact 4.7-1, as described in Section 4.7.4, *Geology and Soils* in the EIR).

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The Project would not result in substantial soil erosion or loss of topsoil (Impact 4.7-2, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse (Impact 4.7-3, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property (Impact 4.7-4, as described in Section 4.7.4, *Geology and Soils* in the EIR).

The Project does not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater (Impact 4.7-5, as described in Section 4.7.4, *Geology and Soils* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature (Impact 4.7-6).

Description of Potentially Significant Impact

The surface geologic unit mapped within the Project site is Plio-Pleistocene alluvium (QPc). This unit is assessed as having moderate paleontological sensitivity and therefore, a moderate probability of containing fossils. The local geologic unit that stratigraphically underlies the QPc surface unit is Cretaceous sedimentary rock (Ku), which also is considered to have moderate (though little known) paleontological sensitivity. This unit has contained fossils at other locations, including one that is approximately 3.4 miles from the Project, as described in Appendix F, Addendum to the Paleontological Resources Technical Memorandum. Much of the gen-tie line is mapped as Plio-Pleistocene alluvium (QPc) surface geologic unit, with a moderate probability of fossils occurring (PFYC-3a). Other portions of the gen-tie line occur on Quaternary alluvium (Q) or Older alluvium (Qoa) units, which present a smaller probability of encountering fossils. The Pleistocene- to Holocene-aged sediments of Quaternary alluvium (Q) are too young to contain scientifically significant paleontological resources, thus have low paleontological sensitivity (PFYC-2). Older alluvium (Qoa) sediments can contain scattered paleontological resources but have a low probability of containing fossils and are considered to have a low to moderate paleontological sensitivity in this area (PFYC-2 to PFYC-3a).

Project-related excavation to install the steel supports for the solar panels may occur at depths of 6 to 13 feet below ground surface. Soils up to this depth also may be disturbed during Project decommissioning. Only the upper of these two units (QPc) is likely to be impacted by Project activities, because excavations and other surface penetrating actions are not expected to be deep enough to reach the older unit. However, since both the QPc and Ku units have similar sensitivity classifications, the potential for encountering fossils with ground-disturbing activities is assumed to be moderate, and a potentially significant impact could result if paleontological resources are

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encountered and inadvertently destroyed during ground-disturbing activities. To mitigate potential impacts, implementation of mitigation measures GEO-1, requiring worker training and implementation of a contingency protocol in the case of an inadvertent find, and GEO-2, requiring a qualified paleontological specialist to be brought on site if any unanticipated discoveries are found, would be implemented, such that the impact would be less than significant.

The gen-tie line is anticipated to be built overhead, which would result in minimal ground disturbance. The construction of the overhead gen-tie line could result in some ground disturbance to Plio-Pleistocene alluvium (QPc), Quaternary alluvium (Q), and Older alluvium (Qoa) geologic units, ranging from low to moderate paleontological sensitivity. The implementation of mitigation measures GEO-1 and GEO-2 would decrease the likelihood of directly or indirectly destroying a unique paleontological resource, site or geologic feature, therefore impacts would be less than significant.

Finding

The Project has potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. These impacts would be reduced to a less than significant level with mitigation measures GEO-1 and GEO-2.

Level of Significance with Mitigation Incorporated

With mitigation measures GEO-1 and GEO-2, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures GEO-1 and GEO-2 (described below) would reduce impacts to less than significant levels.

GEO-1: Paleontological Worker Education and Awareness Program (WEAP)

Before starting construction activities, on-site personnel should be trained in basic recognition of fossils and appropriate procedures to notify management in order to engage a qualified paleontological specialist in the event that fossils are discovered during construction activities (an unanticipated find).

GEO-2: Unanticipated Find Contingency

A qualified paleontological specialist, meeting the Secretary of the Interior's Professional Qualification Standards for the Society of Vertebrate Paleontology shall be retained by the Project Owner on an on-call status, to be brought on site to evaluate the significance of any unanticipated discovery of paleontological resources (an unanticipated find) and determine if additional study is warranted. If the significance of the find under CEQA or California Public Resources Code, Section 21082 does not warrant such study, the qualified paleontologist may decide to record the find and allow work to continue. If the discovery proves significant under CEQA, preparation of a paleontological treatment plan, testing, or data recovery may be required at the discretion of the paleontological specialist.

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C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to geology and soils that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The Project would result in less than significant cumulative impacts on geology and soils with the implementation of mitigation measures GEO-1 and GEO-2.

Finding

The proposed Project has the potential to result in cumulative impacts to geology and soils. The implementation of mitigation measures GEO-1 and GEO-2 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures GEO-1 and GEO-2 cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures GEO-1 and GEO-2 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact related to geology and soils.

GREENHOUSE GAS EMISSIONS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. (Impact 4.8-1, as described in Section 4.8.5, *Greenhouse Gases* in the EIR).

The Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases. (Impact 4.8-2, as described in Section 4.8.5, *Greenhouse Gases* in the EIR).

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B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to greenhouse gas emissions that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on greenhouse gas emissions that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on greenhouse gas emissions.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on greenhouse gas emissions.

HAZARDS AND HAZARDOUS MATERIALS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (Impact 4.9-1, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not create a significant hazard to the public or the environment through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment (Impact 4.9-2, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not emit hazardous emissions or handle hazardous materials or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school (Impact 4.9-3, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment. (Impact 4.9-4, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result

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in a safety hazard or excessive noise for people residing or working in the Project area (Impact 4.9-5, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

The Project would not impair implementation of or physically interfere with an adopted emergency response plan (Impact 4.9-6, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires (Impact 4.9-7, as described in Section 4.9.4, *Hazards and Hazardous Materials* in the EIR).

Description of Potentially Significant Impact

The Project is located in a High Fire Hazard Severity Zone (FHSZ) within the State Responsibility Area (SRA) and is approximately 1.2 miles from the nearest Very High SRA (CAL FIRE 2024c). The primary fire protection services in the vicinity of the Project site are provided by the Williams Fire Protection Authority (WFPA). However, CAL FIRE is responsible for providing wildland fire protection, fire prevention, and resource management within SRA lands throughout California.

The Project would be designed in compliance with federal, state, and local worker safety and protection codes and regulations which would minimize the potential for the occurrence of fire. Project maintenance and operation may introduce potential ignition sources such as transformers, electric transmission line (including gen-tie line), substations, maintenance vehicles, and gas/electric-powered machinery. The proposed inverters and PV arrays may also be identified as a potential ignition source. However, the potential fire risk is low for these Project components. All battery components for the BESS would be installed on concrete pads and contained within an enclosure to minimize the potential for sparks or ignition. All such enclosures would be equipped with fire prevention features such as those mentioned in Section 4.9.1.4, Battery Energy Storage System - Passive Design considerations above. The Project would also implement mitigation measure FIRE-1, Wildland Protection Measures, which would include a Vegetation Management and Wildfire Prevention Plan to be approved by the WFPA, as well as an ESRP to be approved by the WFPA and County (see Section 4.20, Wildfire). Therefore, the proposed Project is not expected to expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Refer to Section 4.20, Wildfire, for additional information with regard to wildfire impacts.

Finding

The proposed Project has the potential to expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. These impacts would be reduced to a less than significant level with mitigation measure FIRE-1.

Level of Significance with Mitigation Incorporated

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With implementation of mitigation measure FIRE-1, described below, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1, described below, would reduce impacts to less than significant levels.

FIRE-1: Wildfire Protection Measures

- **Vegetation Management and Wildfire Prevention Plan**. Prior to building permit issuance, a Vegetation Management and Wildfire Prevention Plan shall be submitted to the Williams Fire Protection Authority and the County for review and approval. This Vegetation Management and Wildfire Prevention Plan shall detail implementation measures to control and maintain the vegetation throughout the Project site to eliminate wildland fire hazards to a level determined satisfactory by the Williams Fire Protection Authority Fire Chief.

  Implementation measures shall include three Fuel Modification Zones:
  - Zone 1: Non-combustible, pervious surface (gravel, DG, or similar).
    - 0-30 feet from BESS and Substation.
    - Zone 1 will be free of vegetation and all combustible materials. Zone 1 will occur surrounding the onsite BESS facility and substation. This Zone will be created to 30 feet from all electrical equipment and battery storage systems.
  - Zone 2: Grass maintained at stubble height (~ 2 inches).
    - 0-20 feet from the Project's perimeter.
    - Zone 2 will consist of mowed grass to stubble height within 20 feet of the Project's perimeter edge. It is expected that mowing will occur late spring prior to fire season as directed by the Williams Fire Authority and will continue as necessary to maintain the Zone 2 grass at stubble height.
  - Zone 3: Grass maintained at 4 inches in height.
    - 0-20 feet from all PV arrays, 30-100 feet from BESS and Substation
    - Zone 3 will result in the mowing of grasses to 4 inches in height within 20 feet of PV arrays and within 30-70 feet from the BESS and Substation to reduce wildfire behavior in the Project site's grasslands to an acceptable level. It is expected that mowing will occur late spring prior to fire season as directed by the Williams Fire Authority and will continue as necessary to maintain the Zone 3 grass to a mowed height of 4 inches or less. No vegetation management will be conducted within Crotch's bumble bee avoidance areas.

  Vegetation management shall be implemented through mechanical cutting (mowing and trimming). The Vegetation Management and Wildfire Prevention Plan shall require installation and proper maintenance of access roads/fire breaks throughout the Project site,

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regularly conducting inspections of the Project components, properly storing flammable materials, requiring that UL Listed Portable Fire Extinguishers of the appropriate type be located throughout the Project site, and/or the installation of sprinkler heads where determined necessary.

- **Emergency Services Response Plan**. Prior to any building permit issuance, an ESRP shall be submitted to the Williams Fire Protection Authority and the County for review and approval. This ESRP shall adequately describe the Project design and layout according to as-built drawings, and detail specific fire suppression and protection measures that will be implemented in the entire facility, including the BESS, to eliminate fire hazards, as well as detailed information about the emergency response strategy so that first responders are well equipped to effectively respond to a call for service, if there were any. The ESRP will also take into account recommendations provided by the BESS supplier. The ESRP will also include defined roles and responsibilities. Measures could include but would not be limited to, coordination and communication procedures with the fire department and other first responders, shutdown procedures, site personnel training, identification of evacuation routes, traffic control, and maintenance of Safety Data Sheets. The ESRP will be made to the satisfaction of and require approval from the Williams Fire Protection Authority Fire Chief. Such measures shall include but not be limited to the following:
    - On-site water storage shall include two 25,000-gallon water storage tanks with hose and truck hook-ups connections compatible with responding fire apparatus. The source and supply for the water shall be clearly identified.
    - Battery container spacing shall be determined based on UL 9540A test data, manufacturer recommended separations, and potentially a heat flux analysis utilizing computational fluid dynamic modeling software. The computational fluid dynamic modeling shall be submitted for review and approval.
    - The battery containers shall receive a UL 9540 certification. If a UL 9540 certification cannot be provided, a Nationally Recognized Testing Laboratory, approved by the Williams Fire Protection Authority and qualified to conduct the field testing, shall conduct a field evaluation of one typical system utilizing the field evaluation procedures detailed by that testing laboratory, as approved by the Williams Fire Protection Authority. Upon passing the field test, the testing laboratory shall provide a label certifying that the system has been evaluated to UL 9540 standards and meets or exceeds these standards. The Project Owner is responsible for making any and all required changes to the battery storage units to obtain the UL 9540 certification or the testing equivalent to the satisfaction of the Williams Fire Protection Authority. Should the Project Owner place on the site more than one battery storage prior to obtaining approval of the Williams Fire Protection Authority of the UL 9540 certification or the testing equivalent, it does so at its own risks and no battery storage unit shall be connected, operational, and/or energized in any way until such certification approval is obtained and any required modifications have been made to the satisfaction of the Williams Fire Protection Authority. Should the test battery storage unit require being connected

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and/or energized to perform the field certification testing, the Williams Fire Protection Authority may approve said connection and/or energization based on its sole discretion subject to any additional requirements.

- Compliance with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis.
- As part of the siting and design of the BESS, a setback of more than 500 feet shall be included to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the Project site. Prior to fire permit issuance, the setback and access shall be reviewed and approved by the WFPA Fire Chief.
- In addition to what is included in the ESRP, the Applicant will be required to provide training on how to adequately respond to a fire event on the Project site to the WFPA. The Applicant may also provide appropriate training to and surrounding jurisdictions that may potentially respond to a call for service at the Project site.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on hazards and hazardous materials that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on hazards and hazardous materials.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on hazards and hazardous materials.

HYDROLOGY AND WATER QUALITY

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality (Impact 4.10-1, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR).

The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. (Impact 4.10-2, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR).

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The Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would either result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, and/or impede or redirect flood flows (Impact 4.10-3, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR).

The Project would not be in flood hazard, tsunami, or seiche zones, or risk release of pollutants due to the Project inundation (Impact 4.10-4, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR)

The Project would not conflict with or obstruct implementation of water quality control plan or sustainable groundwater management plan (Impact 4.10-5, as described in Section 4.10.4, *Hydrology and Water Quality* in the EIR)

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to hydrology and water quality that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on hydrology and water quality that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on hydrology and water quality.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on hydrology and water quality.

LAND USE AND PLANNING

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not physically divide an established community. (Impact 4.11-1, as described in Section 4.11.4, *Land Use and Planning* in the EIR).

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The Project would not cause significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect (Impact 4.11-2, as described in Section 4.11.4, *Land Use and Planning* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to land use that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on land use that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a significant cumulative environmental impact on land use.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on land use.

MINERAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the State. (Impact 4.12-1, as described in Section 4.12.4, *Mineral Resources* in the EIR).

The Project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. (Impact 4.12-2, as described in Section 4.12.4, *Mineral Resources* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to mineral resources that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

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The Project would not have any environmental effects on mineral resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on mineral resources.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on mineral resources.

NOISE

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not expose people residing or working in the Project area to excessive noise levels. (Impact 4.13-3, as described in Section 4.13.4, *Noise* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could result in generation of a substantial temporary or permanent increase in the ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies (Impact 4.13-1).

Description of Potentially Significant Impact

Construction and Decommissioning

Construction is anticipated to occur during a period of approximately 11 months, starting in approximately July 2025. Project construction would consist of five major stages. The first stage would include mobilization, site preparation, fencing, and laydown. The second stage would involve excavation, trenching and trench backfill. The third stage includes the installation of cables and utilities. The fourth stage includes the construction of the inverters, PV modules, and BESS, and also includes commissioning and testing.

The construction of the Project may cause short-term, but unavoidable noise impacts that could be loud enough at times to temporarily interfere with speech communication outdoors and indoors with windows closed at non-participating receptor NSA-2, and participating receptors NSA-4 and NSA-5. The noise levels resulting from the construction activities would vary significantly depending on several factors such as the type and age of equipment, specific equipment manufacture and model, the operations being performed, and the overall condition of the equipment and exhaust system mufflers. Project related semi-truck construction traffic and offsite

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construction shall be limited to Mondays through Friday 7:00 am to 7:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturday and Sundays. Furthermore, all reasonable efforts would be made to minimize the impact of noise resulting from construction activities including the implementation of standard noise reduction measures included as mitigation measure NOISE-1. Due to the infrequent nature of loud construction and decommissioning activities at the site, the limited hours of construction, and the implementation of mitigation measure NOISE-1, the temporary increase in noise due to construction and decommissioning is considered to be a less than significant impact.

Operation

Cadna-A allows for three basic types of sound sources to be introduced into the model: point, line, and area sources. Each noise-radiating element was modeled based on its noise emission pattern. Larger dimensional sources such as the transformers and inverters were modeled as area sources. The output from Cadna-A includes tabular sound level results at selected receiver locations and colored noise contour maps (isopleths) that show areas of equal and similar sound levels.

Off-site topography was obtained using the publicly available United States Geological Survey digital elevation data. A default ground attenuation factor of 0.5 was assumed for off-site sound propagation over acoustically "mixed" ground. The Project's general arrangement was reviewed and directly imported into the acoustic model so that on-site equipment could be easily identified; buildings and structures could be added; and sound emission data could be assigned to sources as appropriate.

The primary noise sources during operations are the inverters, transformers, battery storage heating, ventilation, and air conditioning (HVAC) units, and battery storage inverters. It is expected that all equipment would operate during the daytime period. During the nighttime period the BESS would discharge electricity resulting in the operation only of the battery storage HVAC units, battery storage inverters, and substation transformer. It is assumed that the solar panel inverters and the solar panel inverter distribution transformers would not operate during the nighttime period. Reference sound power levels input to Cadna-A were provided by equipment manufacturers, based on information contained in reference documents or developed using empirical methods. The source levels used in the predictive modeling are based on estimated sound power levels that are generally deemed to be conservative. The projected operational noise levels are based on Applicant-supplied sound power level data for the major sources of equipment.

As NSA-4 and NSA-5 are participating receptors, Table 4.13-9 shows the highest daytime property noise levels will be 34 dBA at NSA-2 and NSA-3, and Table 4.13-10 shows the highest nighttime property noise level will be 28 dBA at NSA-3. These levels comply with the Colusa County Noise Element daytime threshold limit of 50 dBA, as well as the nighttime threshold of 45 dBA These levels also comply with the Colusa County Zoning Code daytime threshold limit of 55 dBA and nighttime threshold limit of 50 dBA for residential zoned land as well as the daytime threshold of 60 dBA and nighttime threshold of 55 dBA for agricultural zoned land.

To enable interconnection, the Applicant would construct a new, approximately 4-mile-long 60 kV gen-tie line, partially located within existing County ROW along Walnut Drive and Spring Valley Road, that would extend from the Project site to the PG&E Cortina Substation. When a

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transmission line is in operation, an electric field is generated in the air surrounding the conductors, forming a corona. The corona results from the partial breakdown of the electrical insulating properties of the air surrounding the conductors. When the intensity of the electric field at the surface of the conductor exceeds the insulating strength of the surrounding air, a corona discharge occurs at the conductor surface, representing a small dissipation of heat and energy. Some of the energy may dissipate in the form of small local pressure changes that result in audible noise or in radio or television interference. Audible noise generated by corona discharge is characterized as a hissing or crackling sound that may be accompanied by a 120 Hz hum. Slight irregularities or water droplets on the conductor and/or insulator surface accentuate the electric field strength near the conductor surface, thereby making corona discharge and the associated audible noise more likely. Therefore, audible noise from transmission lines are generally a foulweather phenomenon that results from wetting of the conductor. However, during fair weather, insects and dust on the conductors can also serve as sources of corona discharge.

The audible noise associated with transmission lines decreases as the line voltage decreases; the audible noise associated with the 60-kV line is lower than 34 dBA. This noise level of the 60 kV line would comply with the County's noise limits. Therefore, operational noise associated with the Project would be less than significant.

Finding

The Project has the potential to expose persons to or generate noise levels in excess of standards established in any applicable plan or noise ordinance, or applicable standards of other agencies. The Project proponent would implement mitigation measure NOISE-1 (described below) to further reduce any potential noise impacts.

Level of Significance with Mitigation Incorporated

Implementation of mitigation measure NOISE-1 would reduce potential impacts to less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure NOISE-1 (described below) would reduce potential impacts to less than significant.

NOISE-1: The Project shall implement the following construction management protocols to minimize noise impacts during construction:

- Use temporary noise walls that provide 10 to 15 dB of reduction so that construction noise does not exceed 86 dBA at the Project boundary;
- Maintain all construction tools and equipment in good operating order according to manufacturers' specifications;
- Limit use of major excavating and earth-moving machinery to daytime hours;

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- Schedule construction activity during normal working hours on weekdays when higher sound levels are typically present and are found acceptable. Some limited on-site activities may be allowed provided that the standards of Table 1 of Chapter 13-6 of the County Code at the property line are not exceeded;

- Equip any internal combustion engine used for any purpose on the job or related to the job with a properly operating muffler that is free from rust, holes, and leaks;

- For construction devices that utilize internal combustion engines, ensure the engine's housing doors are kept closed, and install noise-insulating material mounted on the engine housing consistent with manufacturers' guidelines, if possible;

- Limit possible evening shift work to low noise activities such as welding, wire pulling, and other similar activities, together with appropriate material handling equipment provided that the standards of Table 1 of Chapter 13-6 of the County Code at the property line are not exceeded;

- A vibratory pile driver will be used for any pile driving activities occurring within 160 feet of a residential structure;

- Impact pile driving occurring between 160 feet and 290 feet of a residential structure will be limited to 70 strikes per day; and

- Prior to construction, a single point of contact shall be identified and their contact information shall be provided to the County and adjacent property owners who shall receive all construction related complaints, including but not limited to noise, dust, and traffic. A single point of contact shall be assigned at all times during and after construction and shall be responsible for investigating and responding to all complaints.

Potentially Significant Effect

The Project could result in the generation of excessive groundborne vibration or groundborne noise levels (Impact 4.13-2).

Description of Potentially Significant Impact

Project construction would be completed in five work stages. This vibration level evaluated the worst-case vibration source, which would be the impact pile driver. Based on vibration propagation calculations, construction vibration levels are predicted to range from 0.0003 PPV inches per second (in/sec; 38 VdB) to 0.0307 PPV in/sec (78 VdB) at the non-participating NSAs, and 0.0015 PPV in/sec (52 VdB) and 0.0055 PPV in/sec (53 VdB) at the participating NSAs.

These levels are based on the worst-case vibration producing equipment and it is expected that other vibration generating equipment proposed for the Project construction would result in lower vibration levels. Vibration levels may be perceptible at the nearest non-participating sensitive receptors but will be below the maximum vibration level of 80 VdB. This level is considered acceptable for impacts to sensitive receptors.

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Finding

The Project has the potential to result in the generation of excessive groundborne vibration or groundborne noise levels. The Project proponent would implement mitigation measure NOISE-1 (described above) to further reduce any potential noise impacts.

Level of Significance with Mitigation Incorporated

Implementation of mitigation measure NOISE-1 would reduce potential impacts to less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure NOISE-1 (described above) would reduce potential impacts to less than significant.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any potentially significant effects related to noise that could not be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on noise.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact associated with noise.

POPULATION/ HOUSING

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not induce substantial unplanned population growth in the area either directly (for example, by proposing new homes or businesses) or indirectly (for example, through the extension or roads or other infrastructure) (Impact 4.14-1, as described in Section 4.14.4, *Population/Housing* in the EIR).

The Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere (Impact 4.14-2, as described in Section 4.14.4, *Population/Housing* in the EIR).

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B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to population/housing that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to population/housing that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on population/housing.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on population/housing.

PUBLIC SERVICES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services for fire protection, police protection, schools, parks, or other public facilities (Impact 4.15-1, as described in Section 4.15.4, *Public Services* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to public services that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on public services that cannot be mitigated to a less than significant level.

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D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on public services.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on public services.

RECREATION

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such as substantial physical deterioration of the facility would occur or be accelerated (Impact 4.16-1, as described in Section 4.16.4, *Recreation* in the EIR).

The Project would not include recreational facilities or require the constructions or expansion of recreational facilities which might have an adverse physical effect on the environment (Impact 4.16-2, as described in Section 4.16.4, *Recreation* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to recreation that are potentially significant and no mitigation is required.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on recreation that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on recreation.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on recreation.

TRANSPORTATION

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A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). (Impact 4.15-2, as described in Section 4.15.4, *Transportation* in the EIR).

The Project would not result in inadequate emergency access (Impact 4.15-4, as described in Section 4.15.4, *Transportation* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities (Impact 4.17-1).

Description of Potentially Significant Impact

Given the remoteness of the Project site, the local roads are believed to have far fewer vehicles than their capacity. Applying the conservative estimate of 800 vehicles per day under current conditions, during the peak hour there would be 80 or fewer vehicles on the road using the Highway Capacity Manual standard estimation method of peak hour being 10 percent of the total daily trips. The Highway Capacity Manual capacity for a single free flow lane is 1,800 vehicles per hour (TRB 2016). These intersections are two-way stop-controlled intersections, such that they have one free-flowing lane in each direction. The estimated total number of vehicles during the peak hours, taking into account 80 vehicles per hour at Walnut Drive currently, plus 150 vehicles generated by Project construction, would be 230 and is conservatively estimated to be up to 310 vehicles. The actual capacity of the intersection is far less than the sum of the two lanes, since there would be a break in the traffic for stopped vehicles; however, the estimated 230 to 310 vehicles during the peak hour is far below the capacity of the infrastructure, and the roadways surrounding the Project site would still function desirably during Project construction.

The Project has the potential to impact transportation resources. With the implementation of mitigation measure TRANS-1, a pre- and post-Project inspection would be conducted to determine if any damage was caused to the construction routes. If the inspections conclude that the Project resulted in damage to the construction routes, the roadways would be repaired by the Applicant. Therefore, impacts to roadways would be temporary and reduced to less than significant with mitigation.

Because the existing roadways would still be functioning under their estimated capacity, there would be no need to mitigate for traffic and a Traffic Management Plan is not anticipated to be needed for this Project.

During the construction phase, service roads would be constructed in between the solar arrays and around the Project site. Signage indicating the speed limit and stop signs would be posted where appropriate. Due to the remoteness of the Project site, it is not expected to interfere with any bicycle or pedestrian facilities.

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The proposed Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Therefore, the Project impact would be less than significant.

Finding

The Project has the potential to significantly impact transportation resources. These impacts would be reduced to a less than significant level with the implementation of mitigation measure TRANS-1, described below.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure TRANS-1 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure TRANS-1 (described below), would reduce impacts to less than significant levels.

TRANS-1: Road Inspection and Repairs

Prior to construction activities beginning and building permit issuance, the Applicant shall conduct a pre-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the pre-Project inspection documentation shall be submitted to the Public Works Director.

Following completion of the construction activities, the Applicant shall conduct a post-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the post-Project inspection documentation shall be submitted to the Public Works Director. Damage to streets to the extent determined to have been caused by Project construction traffic shall be repaired to the satisfaction of the Public Works Director.

The pre-Project and post-Project inspection requirements detailed herein shall also be performed just before and immediately after project decommissioning to address any road damage as a result of decommissioning construction traffic.

<u>Potentially Significant Effect</u>

The Project could substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment) (Impact 4.17-3).

Description of Potentially Significant Impact

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Some of the heavy construction equipment and facility materials may be transported to the site by oversize vehicles. The use of oversize vehicles during construction can create a hazard to the public by limiting motorist views on roadways and by the obstruction of space.

Oversize vehicle loads must comply with permit-related and other requirements of the California Vehicle Code and California Streets and Highway Code. California Highway Patrol and Colusa County may require oversize load permits which would specify if California Highway Patrol escorts are required during oversize vehicle trips. Due to the rural nature of the area roads and relatively low traffic volumes, construction vehicles are not anticipated to cause hazards to other roadway users traveling to and from the Project site. Furthermore, the Project would not include a design feature or utilize vehicles with incompatible uses that would create a hazard on the roadways surrounding the Project site.

Access to the Project site would be provided from SR 20, Walnut Drive and Spring Valley Road. Design and construction of Project access road intersections would be required to conform with Colusa County standards, ensuring that corner sight distance requirements are followed (though the relatively flat terrain is assumed to not make sight distance an issue of concern). Additionally, mitigation measure TRANS-2, requiring coordination with Caltrans and the County to locate the appropriate placement of construction warning signs, would be implemented. These design and construction requirements would ensure that Project elements would not increase transportation-related hazards. Impacts associated with transportation-related hazards resulting from a Project geometric design feature or incompatible uses would be less than significant.

Finding

The Project has the potential to significantly impact transportation resources. These impacts would be reduced to a less than significant level with the implementation of mitigation measure TRANS-2, described below.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure TRANS-2 (described below), impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure TRANS-2 (described below) would reduce impacts to less than significant levels.

TRANS-2: Construction Warning Signs

Prior to construction activities commencing, the Applicant shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for construction warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Colusa County Community Development Director for review and approval prior to construction commencing.

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C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on transportation that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would result in less than significant cumulative impacts on transportation with the implementation of mitigation measures TRANS-1 and TRANS-2.

Finding

The proposed Project has the potential to result in cumulative impacts to transportation. The implementation of mitigation measures TRANS-1 and TRANS-2 would reduce this impact to less than significant level.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures TRANS-1 and TRANS-2, cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures TRANS-1 and TRANS-2 (described above) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on transportation.

TRIBAL CULTURAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not have tribal cultural resource impacts that are considered no impact or less than significant impact.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

<u>Potentially Significant Effect</u>

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The Project could cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k); or a resource determined by the lead agency in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (s) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code 5024.1, as the CEQA lead agency, has considered the significance of the resource to a California Native American tribe. (Impact 4.18-1, as described in Section 4.18.4, *Tribal Cultural Resources* in the EIR).

Description of Potentially Significant Impact

The combined NWIC record searches, NAHC SLF search, and Phase I field survey (see Section 4.5), and tribal notifications did not identify any tribal cultural resources listed in a local register, or eligible or listed as eligible to the CRHR within the Project Area. Per Assembly Bill 52 (21080.3.1), the County sent Project consultation letters to the following tribal governments on June 21, 2024:

- Wayne Mitchum Jr., Tribal Chairman, The Colusa Indian Community Council
- Charlie Wright, Chairperson, Cortina Rancheria – Kletsel Dehe Band of Wintun Indians
- Anthony Roberts, Chairperson, Yocha Dehe Wintun Nation
- Glenda Nelson, Chairperson, Estom Yumeka Maidu Tribe – Enterprise Rancheria
- Ronald Kirk, Chairperson, Grindstone Rancheria of Wintun-Wailaki
- Andrew Alejandre, Chairperson, Paskenta Band of Nomlaki Indians
- Stephanie L. Reyes, Tribal Historic Preservation Officer, Middletown Rancheria of Pomo Indians

A request for consultation was received from the Yocha Dehe Wintun Nation, dated August 30, 2024 outside of the 30-day formal consultation timeframe. Discussions with the Yocha Dehe Wintun Nation is ongoing. Mitigation measures to include worker cultural sensitivity training and tribal monitors to be present during Project construction have been included in anticipation of the ongoing consultation with the Yocha Dehe Wintun Nation (see Section 4.5 Cultural Resources).

The Project has the potential to impact tribal cultural resources; however, implementation of mitigation measures CUL-1 (Cultural Resource Worker Education/Training), CUL-2 (Inadvertent Discovery of Archaeological Resources During Construction), and CUL-3 (Native American Tribal Consultation and Monitoring), would ensure that tribal cultural resources would be appropriately addressed, thereby reducing any significant impacts to less than significant. Thus, the Project is proposed to have less than significant impacts after mitigation.

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Finding

The Project could cause a substantial adverse change in the significance of a tribal cultural resource. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3, as described under Findings for Cultural Resources, above, would reduce impacts to a less than significant level.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above under Findings for Cultural Resources) would reduce impacts to less than significant.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects on tribal cultural resources that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Potentially Significant Effect

The proposed Project would have a significant cumulative environmental impact on tribal cultural resources.

Description of Potentially Significant Impact

Development of the proposed Project, in combination with other projects in the area, has the potential to contribute to a cumulatively significant tribal cultural resources impact due to the potential loss of tribal cultural resources unique to the region. However, as discussed above, no tribal cultural resources have been identified in the Project site and the proposed Project would not have a significant impact on tribal cultural resources after mitigation. Therefore, the proposed Project's incremental effect is not cumulatively considerable when viewed in connection with the effects of other closely related past projects, the effects of other current projects and the effects of probable future projects; thus, the proposed Project would not have a cumulatively considerable contribution to impacts to tribal cultural resources.

Finding

The Project has the potential to contribute to a cumulatively significant tribal cultural resources impact. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above) would reduce cumulative impacts to less than significant.

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Level of Significance with Mitigation Incorporated

With implementation of mitigation measures CUL-1, CUL-2, and CUL-3, cumulative impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measures CUL-1, CUL-2, and CUL-3 (described above) would reduce cumulative impacts to less than significant.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on tribal cultural resources.

UTILITIES AND SERVICE SYSTEMS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects (Impact 4.19-1, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years (Impact 4.19-2, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would not result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing commitments (Impact 4.19-3, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals (Impact 4.19-4, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

The Project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste (Impact 4.19-5, as described in Section 4.19.4, *Utilities and Service Systems* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The proposed Project would not have any environmental effects related to utilities and service systems that are potentially significant and that would require mitigation to reduce to a less-than-significant level.

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C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The Project would not have any environmental effects related to utilities and service systems that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The proposed Project would not have a cumulative environmental impact on utilities and service systems.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have a significant and unavoidable cumulative environmental impact on utilities and service systems.

WILDFIRE

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not substantially impair an adopted emergency response plan or emergency evacuation plan. (Impact 4.20-1, as described in Section 4.20.4, *Wildfire* in the EIR).

The Project, located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes (Impact 4.20-4, as described in Section 4.20.4, *Wildfire* in the EIR).

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Potentially Significant Effect

The Project could exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildlife due to slope, prevailing winds, and other factors (Impact 4.20-2).

Description of Potentially Significant Impact

Construction and Decommissioning

During Project construction and decommissioning, the primary fire hazards would be heat or sparks from vehicles and construction equipment. These hazards could potentially ignite dry vegetation at the site, especially during the warmer, dry months between June and October.

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Additionally, construction activities such as welding and grinding could generate sparks which would increase the likelihood of ignition. Therefore, dependent on the time of year and location of construction activities at the Project site, there could be a temporary increase in exacerbated fire risk in the area.

As discussed in Section 4.20.2 Regulatory Setting, wildfires release large amounts of air pollutants, which can pose as a harmful exposure to first responders such as firefighters, as well as the surrounding communities. Furthermore, environmental conditions such as slopes and winds can affect the spread of wildfire. As slopes increase and wildfires move uphill, the burn rate is increased. The Project site includes relatively flat topography surrounded by rolling hills, and sparse vegetation. Although there is topographical variation throughout the Project site and surrounding area, there are not steep slopes or significant elevation changes in the immediate vicinity of the Project site that could have the potential for fires to spread upslope. There are also no mapped landslides on or around the Project site, indicative of steep slopes that could exacerbate the spread of wildfire (DOC 2024). Existing regional wind conditions, such as the Diablo Winds, would not change significantly due to the construction or decommissioning activities of the Project. The regional wind patterns are a result of the larger landscape, including proximity to the California coast and higher-elevation mountain ranges (Fire Safe Marin 2024). The Project is not located in a mountainous area, nor does it include grading such that regional topography would change. While the Diablo Winds are possible at the Project site, the wind speeds are expected to be less severe compared to areas within and west of the coastal range (Appendix K). Regardless, fire behavior in the grass fuels present within and adjacent to the Project site reaches maximum severity at wind speeds of roughly 20 mph. Therefore, the maximum 22 mph wind speed utilized for the fire behavior modeling is considered the most extreme possible fire behavior. Furthermore, as described in mitigation measure FIRE-1, the vegetation across the Project site would be maintained in accordance with the Project's Vegetation Management and Wildfire Prevention Program to a level similar or below the existing conditions, and include Fuel Modification Zones, as described in Appendix K, that would minimize the potential for an on-site fire to spread off-site. While the use of vehicles and equipment on the Project site could introduce an ignition source that could lead to the spread of wildfire, the risk of such an impact would be low. Due to the short-term duration of construction as well as the relatively flat topography and lack of steep slopes in the immediate vicinity of the Project site, adequately managed vegetation on-site and distance to population centers, a potential ignition from Project construction is not likely to lead to the spread of wildfire. Although fire risk is present in the region and there is a history of fires occurring within the County as described in Section 4.20.1.3 above, the Project would not include any occupants that could be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. Accordingly, impacts would be less than significant.

Operation

The Project would include a BESS and other supporting electrical equipment elements that may be susceptible to fire. However, the BESS used on-site would be designed, operated, and ultimately disposed of in compliance with all applicable requirements including the California Fire Code, Section 608 of the IFC, which has been adopted by the State of California, Colusa County, and the WFPA, to minimize risk of fire from stationary BESS and contain fire in the event of such an incident, and Article 480 of the National Electrical Code, which identifies insulation and venting requirements for stationary storage batteries to further reduce potential fire risk. Additionally, the

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BESS would include multi-layer fire safety and protection systems (see the BESS design and safety features detailed in Section 4.9.1.4 of Section 4.9, Hazards and Hazardous Materials). Additionally, Project design features such as Fuel Modification Zones, as described in Appendix K, and vegetation management, as outlined in mitigation measure FIRE-1, would significantly reduce the risk and intensity of a fire on-site, compared to the current Project site conditions. Intermittent maintenance activities could increase the potential for ignition on-site due to the presence of vehicles and use of equipment; however, the Project would not include any occupants that could be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. Project operational activities would also not significantly change the region's existing wind conditions, such as the Diablo Winds, and therefore, not result in a significant impact to existing wildfire risks. Accordingly, impacts would be less than significant.

Finding

The proposed Project has the potential to expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildlife, due to slope, prevailing winds, and other factors. However, these impacts would be reduced to a less than significant level with the implementation of mitigation measure FIRE-1, described above under Findings for Hazards and Hazardous Materials impacts.

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure FIRE-1, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1, described above under Findings for Hazards and Hazardous Materials impacts, would reduce impacts to less than significant levels.

Potentially Significant Effect

The Project could require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment (Impact 4.20-3).

Description of Potentially Significant Impact

The Project would require water for dust suppression during construction and decommissioning activities as well as for emergency fire suppression during operation of the Project. In accordance with mitigation measure FIRE-1, as detailed below, which requires the development of a Vegetation Management and Wildfire Prevention Plan that specifies that the site should be free of combustible vegetation with ground cover maintained to a maximum height of 12 inches adjacent and beneath the solar racking, and include Fuel Modification Zones around the BESS and Substation, and outside of the PV solar arrays, as well as along the project site perimeter.

The Project would also employ an Emergency Services Response Plan (ESRP), and two 25, 000-gallon water storage tanks would be constructed on-site with hose and truck hook-up connections

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compatible with responding fire apparatus. Additionally, the Emergency Services Response Plan would include measures that could include but would not be limited to, coordination and communication procedures with the fire department and other first responders, shutdown procedures, site personnel training, identification of evacuation routes, traffic control, and maintenance of Safety Data Sheets. The Project would also include powerlines (including the proposed gen-tie line) and other electrical components, such as transformers, inverters, substations, maintenance vehicles, gas/electric-powered machinery, and batteries. The proposed gen-tie line would be required to comply with transmission vegetation management standards established by North American Electric Reliability Corporation (NERC). Additionally, fire breaks would be required along the Project boundary.

The Project would be designed in compliance with federal, state, and local fire protection codes and regulations, which would minimize the potential for the occurrence of fire. The Project, including the BESS, would have a fire rating in conformance with local fire authority (WFPA) and County standards, via compliance with the 2022 California Fire Code. The Project's fire protection design will also comply with California Fire Code Section 1207 Electrical Energy Storage Systems, which adopts the NFPA Standard for the Installation of Stationary Energy Storage Systems (NFPA 855). Project maintenance and operation may introduce potential ignition sources, such as transformers, inverters, electric transmission line (including the gen-tie line), substations, maintenance vehicles, gas/electric-powered machinery, and batteries. However, the potential fire risk is low for these Project components due to stringent protections set forth in the California Fire Code. All battery components for the BESS would be installed on steel pile, gradebeam, or concrete foundations and contained within metal enclosures to minimize the potential for sparks or ignition. Fire detection measures would be incorporated in the Project design in accordance with NFPA safety standards. Vegetation management would also occur along the gen-tie corridor and around the associated transmission towers in accordance with the 2022 California Fire Code and California Public Resources Code (PRC) requirements.

As related to the BESS, the selected battery technology for the Project would comply with UL 9540A testing as required by mitigation measure FIRE-1. UL 9540A testing is performed by the battery manufacturer/vendor to prevent thermal runaway and mitigate fire risk. Some of the measures to mitigate fire risk include ventilation, air conditioning, early smoke detection, alarms, and remote monitoring. The Project's BESS would also be equipped with a Battery Management System, which would constantly track indicators such as temperature, gas, and smoke.

These measures (e.g., dust suppression) and Project components (i.e., batteries and gen-tie) are considered to be part of the Project. Accordingly, the environmental impacts that could result from Project measures and components have been analyzed throughout this EIR, and no additional impacts (beyond those that are identified in this EIR) would occur. The Project would not require the installation or maintenance of associated infrastructure outside of these Project measures and components included as part of the Project and analyzed in this EIR.

However, the Project components themselves would exacerbate fire risk on the Project site and impacts would be significant without mitigation. Accordingly, the Project would include mitigation measure FIRE-1, which requires the development of a Vegetation Management and Wildfire Prevention Plan and an Emergency Services Response Plan. Implementation of these plans would mitigate fire risk from project components by developing protocols and best

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management practices for the Project as related to wildfire prevention, vegetation management, and emergency response. Furthermore, these plans would be developed with input from the County and the WFPA, and building permits would not be approved for the Project until these mitigation plans are approved by these authorities. With implementation of mitigation measure FIRE-1, the Project would have a less than significant impact related to the installation or maintenance of associated infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

Finding

The proposed Project has the potential to require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment However, these impacts would be reduced to a less than significant level with the implementation of mitigation measure FIRE-1 (described above under Findings for Hazards and Hazardous Materials impacts).

Level of Significance with Mitigation Incorporated

With implementation of mitigation measure FIRE-1, impacts would be less than significant.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1 (described above under Findings for Hazards and Hazardous Materials impacts) would reduce impacts to less than significant levels.

C. Environmental Effects of the Project that Cannot Be Mitigated to a Less Than Significant Level.

The proposed Project would not have any environmental effects related to wildfire that cannot be mitigated to a less than significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

The Project would result in less than significant cumulative impacts on biological resources with the implementation of mitigation measure FIRE-1.

Finding

The proposed Project has the potential to result in cumulative impacts to biological resources. The implementation of mitigation measure FIRE-1 would reduce this impact to less than significant levels.

Level of Significance with Mitigation Incorporated

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With implementation of mitigation measure FIRE-1, cumulative impacts would be less than significant.

Brief Explanation of the Rational for Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of mitigation measure FIRE-1 (described above under Findings for Hazards and Hazardous Materials impacts) would reduce impacts to less than significant levels.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant and Unavoidable Impact on the Environment.

The proposed Project would not have significant and unavoidable impacts related to wildfire.

SECTION III. FINDINGS REGARDING CONSIDERATIONS WHICH MAKE CERTAIN ALTERNATIVES ANALYZED IN THE FINAL ENVIRONMENTAL IMPACT REPORT INFEASIBLE.

Implementation of the Project does not have the potential to have significant adverse effects on any resources; however, per the state CEQA Guidelines, this section discusses alternatives that are capable of avoiding or substantially lessening effects on resources. The following findings and brief explanation of the rationale for the findings regarding project alternatives identified in the EIR are set forth to comply with the requirements of Section 15091(a)(3) of the CEQA Guidelines.

The consideration of alternatives is an integral component of the CEQA process. The selection and evaluation of a reasonable range of alternatives provides the public and decision-makers with information on ways to avoid or lessen environmental impacts created by a proposed Project. When selecting alternatives for evaluation, CEQA requires alternatives that meet most of the basic objectives of the project, while avoiding or substantially lessening the project's significant effects. Thus, objectives for the proposed project were considered in evaluating the alternatives. These objectives are as follows:

1. Establish a solar PV power generation and BESS facility, including supporting infrastructure, of a sufficient size and configuration to produce up to 80 MWAC of electricity at the POI in a cost-competitive manner.
2. Assist California utilities in meeting their obligations under California's Renewable Portfolio Standard (RPS) Program and Senate Bill 100 (SB 100), which calls for 100 percent of all electricity sold in California to come from carbon-free resources by 2045, including 60 percent renewables by 2030.
3. Assist California utilities in meeting their obligations under the California Public Utilities Commission (CPUC) Energy Storage Framework and Design Program.
4. Establish an environmentally beneficial and economically viable use of the Project site in light of its limited access to water.
5. Develop a solar PV power generation and BESS facility in proximity to established electrical infrastructure to minimize environmental impacts and efficiently interconnect to the electrical grid.

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6. Facilitate cost-effective grid integration of intermittent and variable solar PV generation and minimize line losses associated with off-site storage by co-locating a BESS with the solar PV generation facility at the Project site.

7. Develop a solar PV power generation and BESS facility in Colusa County, which would support the economy by investing in the local community, creating local construction jobs, and increasing tax and fee revenue to the County.

NO PROJECT ALTERNATIVE

The CEQA Guidelines require EIRs to include a No Project Alternative for the purpose of allowing decision makers to compare the effects of approving the proposed Project versus a No Project Alternative. In the No Project Alternative, the existing environmental setting would be maintained. Changes to the setting, including changes to the landscape (e.g., visual resources, habitat, and land use/agriculture); Project-related impacts, such as construction noise, traffic, and air emissions, would not occur; and potential ground disturbance impacts to cultural and tribal resources and wildlife habitat would not occur. Additionally, the environmental benefits associated with energy resources and GHG reduction related to renewable energy generation and storage would not be realized from solar and BESS development of the site.

Under the No Project Alternative, all Project-related impacts would be avoided due to the lack of development of the Project site. There would be no new impacts to the environment. No feasibility issues have been identified which would eliminate the No Project Alternative from consideration; however, the No Project alternative would not meet any of the Project objectives.

Finding

The No Project Alternative would result in the continuation of existing conditions on the proposed Project site. This would be the environmentally superior alternative as no impacts would occur if the proposed Project site were to remain undeveloped. However, the seven Project objectives would not be met, and the environmental benefits associated with energy reliability and associated GHG reduction would not be realized from development of the Project site as a solar and BESS facility.

DISTRIBUTED SOLAR ALTERNATIVE

The Distributed Solar alternative would develop solar PV facilities on the existing rooftops throughout Colusa County and would not include energy storage, such as the BESS included in the proposed Project. The Distributed Solar alternative was selected for analysis because it would eliminate the need to site energy generation and storage on property currently used for grazing and because it would reduce other environmental impacts compared to the proposed Project.

Finding

The Distributed Solar alternative would have similar but slightly reduced impacts compared to the Project, due to elimination of ground disturbance. However, the energy generation would be reduced, take longer to achieve, and would require many individual projects with varying capacities, such that the number of individual projects and their likelihood of being built is difficult

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to predict or guarantee. Further, neither the Project applicant nor the County controls access to the quantity of privately-owned rooftops within the County's jurisdiction that would be necessary to support generating even a portion of the 80 MW of electricity that is an essential Project objective; thus, it is unlikely that this alternative could be feasibly implemented. The Distributed Solar alternative would not efficiently meet the Project Objectives to generate 80 MW of electricity at the POI (Project Objective 1), it would not include BESS that would assist meeting the CPUC Energy Storage Framework and Design Program (Objective 3), and would not be economically viable to develop or commercially financeable (Project Objective 4) due to its reduced capacity and unpredictable implementation, and it would generate less economic benefits to the County (Project Objective 7). It would potentially be feasible, but not an efficient or effective alternative.

SOLAR ONLY ALTERNATIVE

The Solar Only alternative would build an 80 MW solar PV facility without the BESS. The Solar Only alternative was selected for analysis as it would reduce certain environmental impacts by disturbing approximately 4 acres less than the proposed Project. This alternative would not meet a majority of the Project objectives.

Finding

The Solar Only alternative would disturb 4 fewer acres than the proposed Project. Impacts to air quality, biological resources, cultural resources, geological and paleontological resources, hazards, hydrology, noise, tribal resources, and wildfire would be less than the proposed Project. However, without the inclusion of the BESS, Project Objectives 1, 3, 4, 5, 6, and 7 would not be met. Under this alternative, BESS facilities would not be included, such that this alternative would not stablish a solar PV power generation and BESS facility (Objective 1), assist California utilities to meet their obligations under CPUC's Energy Storage Framework and Design Program (Objective 3), reduce the environmental benefits of providing reliable energy to the grid that would also make the Project economically viable (Objective 4), or include BESS in proximity to established electrical infrastructure (Objective 5). The Solar Only alternative would not facilitate cost-effective grid integration of intermittent and variable solar PV generation (Objective 6) or develop a solar PV power generation and BESS facility in Colusa County, which would support the economy by investing in the local community, creating local construction jobs, and increasing tax and fee revenue to the County (Objective 7).

UNDERGROUND GEN-TIE ALTERNATIVE

The Undergrounded Gen-Tie alternative would place the gen-tie line connecting the energy generating facilities to the PG&E Cortina Substation underground rather than overhead. The Undergrounded Gen-Tie alternative was selected for analysis to reduce some of the environmental impacts; however, due to the additional ground disturbance compared to the proposed Project, some environmental impacts would be increased. However, this alternative would not meet a majority of the Project objectives and is infeasible as further described below.

Finding

Standard industry practices favor overhead lines due to their lower costs, ease of maintenance, and faster installation timelines, all of which are critical for adhering to project schedules, minimizing

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upfront costs, and avoiding costly delays. An underground transmission line can cost between 2.5 and 10 times more than an equivalent overhead transmission line (SCE 2024) meaning that a conservative estimate would be that constructing the gen-tie in the Underground Gen-tie Alternative would likely cost at least five times more to construct than the overhead gen-tie line considered by the Project. Other estimates place the cost for constructing new overhead transmission ranging from $1 million to $11 million per mile while the cost to convert existing overhead transmission to underground is between $6 million to $100 million per mile (CPUC, 2019). Under the Underground Gen-tie alternative, construction schedule would take longer, which would negatively impact the Project's ability to come online, but also to meet deliverability and resource adequacy targets as well as contribute to California's RPS goals as outlined in Objective 2. Underground lines are more challenging and costly to maintain and repair. The complexities surrounding such repairs may involve lengthy repair processes that would directly result in financial losses for the Project, further reducing the economic feasibility of this alternative.

Based on the analysis above, the Underground Gen-tie alternative is economically infeasible and therefore would not accomplish Project Objectives 1, 4, and 6, as it would require significantly greater capital expenditures than those required by the Project. Furthermore, even though the Underground Gen-tie alternative would result in less of an impact to Wildfire, it would substantially increase the amount of ground disturbance due to excavating, trenching, and backfilling and therefore would result in greater impacts to Air Quality, Biological Resources, Cultural Resources, Energy, Geology, Soils, and Paleontology, Hydrology and Water Quality, Noise, Tribal Cultural Resources, and Utilities, making it a less favorable alternative to the Project.

NORTHEAST SITE ALTERNATIVE

The Northeast Site alternative would relocate the Project to the Northeast Site, which consists of 15 contiguous parcels totaling approximately 917 acres (approximately 31 acres larger than the Project site) and is located approximately 5 miles northeast of the Project site, on the north side of Highway 20 and just west of Williams. See Figure 5-1. It is anticipated that a larger amount of acreage would be used for solar, BESS, and ancillary facilities compared to the proposed Project's 666 acres due to environmental constraints. For example, the Northeast Site Alternative would likely require set-aside areas for giant garter snake (*Thamnophis gigas*) and the 100-year floodplain along the existing agricultural canals such that solar arrays would be required to be distributed throughout the site, rather than concentrated in a single area. The scattered distribution of solar arrays would result in less efficient production of electricity and, additionally, a significant decrease in capacity compared to the proposed Project's 80 MW. The Northeast Site alternative was selected for analysis because of past diligence undertaken when reviewing potential sites. It should be noted that the Applicant does not have the Northeast Site under site control and there is no certainty that it could do so.

Finding

The Northeast Site alternative would disturb a larger amount of acreage compared to the proposed Project. Therefore, impacts associated with ground disturbance would be greater to those of the proposed Project. Impacts to agriculture would be significant and greater than the proposed Project, due to the Northeast Site's occurrence on prime farmland. Biological impacts would also

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be expected to increase due to the presence of potential habitat for the giant garter snake (*Thamnophis gigas*), a federal and state threatened species in addition to the special status species that would be anticipated to be on both the Project site and this alternative site. The Northeast Site alternatives would increase environmental impacts and would not be as economically viable (Objective 4) as the Project. It would not develop a solar PV power generation and BESS facility in proximity to established electrical infrastructure (Objective 5) and would require the gen-tie line cross State Highway 20. While the Northeast Site alternative would achieve most of the objectives of the proposed Project, the impacts related to developing the Northeast Site alternative would be increased compared to the Project.

ENVIRONMENTALLY SUPERIOR ALTERNATIVE

The *CEQA Guidelines* require the identification of an environmentally superior alternative to the Project *(CEQA Guidelines,* Section 15126.6[e] [2]). An environmentally superior alternative is an alternative to the Project that would reduce and/or eliminate the significant environmental impacts associated with the Project without creating other significant impacts and without substantially reducing and/or eliminating the environmental benefits attributable to the Project.

Selection of an environmentally superior alternative is based on an evaluation of the extent to which the alternatives reduce or eliminate the significant impacts associated with the Project on a comparison of the remaining environmental impacts of each alternative. In conducting this comparative evaluation, it can be difficult to make a determination of relative significance because some categories are relatively more or less important and cannot be simply summed. In some cases, these categories do not create a picture of the nuances of the alternatives.

Finding

The No Project alternative is considered the environmentally superior alternative for CEQA purposes because it would not create any of the localized impacts related to the Project, even though it would also have less beneficial impacts than the Project with respect to energy and GHG emissions. The No Project alternative would fail to meet the basic objectives of the Project, including, but not limited to: establishing a PV solar power-generating facility of a sufficient size and configuration to produce up to 80 MW of electricity; assisting California utilities in meeting their obligations under California's RPS Program and SB 100; assisting California utilities in meeting their obligations under CPUC's Energy Storage Framework and Design Program; providing for the economically viable, commercial financeable, and environmentally beneficial use of the site's water-limited agricultural capacity; developing a site in proximity to transmission infrastructure to minimize environmental impacts; and facilitating grid integration of intermittent and variable PV solar generation and minimizing line losses associated with off-site storage by collocating battery storage at the PV solar facility site.

Because the environmentally superior alternative is the No Project alternative, the EIR also must identify an environmentally superior alternative from among the other alternatives. The County has found the Project to be the environmentally superior alternative because of the beneficial effects of energy production and reduced GHGs associated with the greater amount of reliable, renewable energy that would be produced by the Project compared to the other alternatives.

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Exhibit "C"

ORDINANCE NO. _____

ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF COLUSA AND JANUS SOLAR PV, LLC

WHEREAS, Janus Solar PV, LLC ("Applicant") submitted planning applications to the Colusa County Community Development Department for the construction, operation, maintenance, and decommissioning of a photovoltaic ("PV") electricity generating facility, with a battery energy storage system ("BESS") and associated facilities and infrastructure ("Project") on an approximately 886-acre site in unincorporated wester Colusa County; and

WHEREAS, the County of Colusa ("County") and the Applicant negotiated a development agreement for the Project (the "Development Agreement"), a substantive form which is attached hereto as Exhibit C.1; and

WHEREAS, the Development Agreement establishes the rights and obligations of the Applicant and the County relating to the development of the Project, secures Applicant's vested right to develop the Project in accordance with the terms of the Development Agreement, and establishes community benefits and public benefits that the Project will provide; and

WHEREAS, on February 5, 2025, the Colusa County Planning Commission held a duly noticed public hearing to receive oral and written testimony regarding the Development Agreement and to make a recommendation to the Board of Supervisors regarding the approval or disapproval of the Development Agreement; and

WHEREAS, at the conclusion of the hearing on February 5, 2025, the Colusa County Planning Commission recommended approval of the Development Agreement; and

WHEREAS, the Project and the approvals described herein, including the actions contemplated under this Ordinance, were the subject of that certain Final Environmental Impact Report for the Janus Solar and Battery Storage Project ("FEIR") (State Clearinghouse No. 2024061043); and

WHEREAS, the Board of Supervisors has considered, approved, and certified the FEIR and adopted related findings and a Mitigation Monitoring and Reporting Program under separate Resolution No. _____, on _____, prior to taking any approval actions on the Project; and

WHEREAS, in conjunction with this Ordinance, the Board of Supervisors has taken or intends to take other actions in furtherance of the Project, including approval of a Use Permit for the Project (#24-24) (Resolution No. _____) and the approval of an ordinance granting the Applicant a franchise for purposes of operating and maintaining a generation intertie line within County right-of-way (Ordinance No. _____); and

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WHEREAS, on _____, the Colusa County Board of Supervisors held a duly noticed public hearing to receive oral and written testimony regarding the Development Agreement and to consider the Planning Commission's recommendation and said public hearing was concluded prior to the adoption of this Ordinance and the Board of Supervisors has considered and certified the FEIR under separate Resolution prior to taking any approval actions on the Project; and

WHEREAS, the Colusa County Board of Supervisors is the decision-making body for the proposed Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Colusa County Board of Supervisors makes the following findings:

1. The Development Agreement is consistent with the General Plan, the County Code, and any other applicable plans or regulations for the reasons set forth in Resolution No. _____ approving the Use Permit, which findings are incorporated herein by reference.

2. The Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the County as a whole.

   The Development Agreement advances the public convenience and general welfare of persons residing in the immediate area and residents within the County as a whole. Development of the Project will provide much-needed, cost-competitive clean energy and resiliency to the State of California and contribute significantly to the economy of the County, including through the generation of property and sales tax, and through Developer's payment of community benefit fees for the life of the Project. The Development Agreement will further advance the development of the Project which will assist California utilities in meeting their obligation under California's Renewable Portfolio Standard Project and Senate Bill 100, which calls for one hundred percent of all electricity sold in California to come from carbon-free resources by 2045, including 60 percent renewables by 2030. Development of the Project will also support the economy by investing in the local community, creating local construction jobs, and increasing tax and fee revenue to the County.

3. The Development Agreement will promote the orderly development of property or the preservation of property values.

   The proposed project and improvements will enhance the utility of the Project site and promote the orderly development of the Project area. The Development Agreement advances the development of a Project that establishes an environmentally beneficial and economically viable use of the Project site considering its limited access to water. It will also facilitate the development of a solar PV power generation and BESS facility in proximity to established electrical infrastructure to minimize environmental impacts and efficiently interconnect to the electrical grid. The property is not developed, an historically

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Exhibit "C"

been used for grazing. The Project will result in the development of the property and an increase in property tax.

4. The Development Agreement specifies the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings (including through vesting the Applicant's rights to develop the Project in accordance with applicable laws), and provisions for reservation or dedication of land for public purposes.

5. The development agreement is consistent with the requirements of State law, including Government Code Sections 65865 through 65869.5.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project takes the following actions:

1. The Board of Supervisors hereby approves the proposed Development Agreement in substantially the form attached hereto as Exhibit "C.1" and authorizes and directs the Board Chair to execute the Development Agreement, substantially in the form attached hereto as Exhibit "C.1", on behalf of the City as soon as this Ordinance becomes effective.

2. This Ordinance is adopted under the authority of California Government Code Section 65868 et seq. ("Development Agreement Statute") and pursuant to the provisions of Section 44-1.100 of the Colusa County Code ("Development Agreement Ordinance"), both of which provide for the ability of the County to adopt development agreements and set forth procedures and requirements for the consideration of those agreements.

3. The Board of Supervisors finds that the Development Agreement substantially complies with the requirements of the Development Agreement Ordinance and the Development Agreement Statute.

4. A final version of the Development Agreement shall be provided to the Clerk of the Board of Supervisors within ten (10) days after the effective date of the Development Agreement and the Clerk shall have the Development Agreement recorded with the County Recorder.

5. The Board of Supervisors hereby authorizes all subsequent action to be taken by County officials consistent with this Ordinance.

6. This Ordinance shall take effect thirty (30) days after adoption.

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PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Smith, Chair
Board of Supervisors

ATTEST:
Wendy G. Tyler,
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

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Exhibit "C.1"

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DEVELOPMENT AGREEMENT

by and between

THE COUNTY OF COLUSA

and

JANUS SOLAR PV, LLC

dated as of

[_____]

Exhibit "C.1"

DEVELOPMENT AGREEMENT

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Exhibit "C.1"

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), dated as of [_____], is entered by and between the COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California ("County"), and JANUS SOLAR PV, LLC, a Delaware limited liability company ("Project Developer"), pursuant to California Government Code Section 65864 et seq., with respect to the following:

RECITALS

WHEREAS, Project Developer proposes to construct, operate, maintain, and decommission an 80 megawatt (MW) solar photovoltaic electricity generating facility ("Solar Facility") with a battery energy storage system ("BESS") and associated facilities and infrastructure (collectively, the "Janus Solar and Battery Storage Project" or "Project") within the County; and

WHEREAS, the Project is located on an approximately 886-acre site comprised of two parcels (APNs 018-050-005-000 and 018-050-006-000), more specifically described in Exhibit A herein (collectively, the "Project Site"); and

WHEREAS, the Project Site is designated Agricultural Upland (AU) in the County General Plan and zoned Foothill Agriculture (F-A) in the County Zoning Ordinance, within which "energy generation for off-site use" is permitted with approval of a Use Permit; and

WHEREAS, the County and Project Developer recognize that development of the Project within the County will provide much-needed, cost-competitive clean energy and resiliency to the State of California and contribute significantly to the economy of the County: and

WHEREAS, Project Developer will provide and implement public benefits above and beyond mitigation measures necessary to address potential impacts associated with the Project; and

WHEREAS, the County wishes to obtain reasonable assurances that Project Developer will provide and implement the public benefits in accordance with the terms of this Agreement; and

WHEREAS, Project Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the terms of this Agreement and its Use Permit approved by the County Community Development Department; and

WHEREAS, Project Developer wishes to obtain reasonable assurances that the County will expeditiously approve the Land Use Approvals (as defined below) and otherwise cooperate with Project Developer in the permitting and development of the Project.

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AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the County, and in consideration of the premises and mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires otherwise:

1.1 "Agreement" means this Development Agreement and all amendments and modifications thereto.

1.2 "Applicable Rules" means the rules, regulations, ordinances, and officially adopted policies of the County in force as of the Effective Date that are generally applicable to all or some properties within the County.

1.3 "County" means the County of Colusa, a body corporate and a political subdivision of the State of California.

1.4 "County Agency" means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the County, including without limitation the County Board of Supervisors and the Planning Commission.

1.5 "County Board of Supervisors" means the Board of Supervisors of the County and the legislative body of the County pursuant to Section 65867 of the California Government Code.

1.6 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.7 "Discretionary Action" means an action that requires the exercise of judgment, deliberation or a decision on the part of the County and/or any County Agency, in the process of approving or disapproving a particular activity, as distinguished-from an activity that merely requires the County and/or any County Agency, to determine whether there has been compliance with statutes, ordinances, or regulations.

1.8 "Effective Date" means the date on which this Agreement shall be effective in accordance with Section 5.1 hereof.

1.9 "Fees" means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the County.

1.10 "Final Sign Off" means the last of any required County determinations (as documented by signature or otherwise) required before commencement of commercial operation of any portion of the Solar Facility or BESS under an associated building permit.

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1.11 "Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the County pursuant to rules, regulations, ordinances and policies of the County. Impact Fees do not include (i) Processing Fees or (ii) other County-wide fees or charges of general applicability, provided that such County-wide fees or charges are not imposed on impacts of new development.

1.12 "Land Use Approvals" means those Discretionary Actions to be taken by the County authorizing the Project as listed in Exhibit B, including, but not limited to, the approval of a Use Permit, certification of the Environmental Impact Report for the Project and adoption of the Mitigation Monitoring and Reporting Program ("MMRP"), approval of a franchise authorizing operation of the generation intertie ("gen-tie") line within the public right-of-way, and approval of an encroachment permit for the gen-tie line. Land Use Approvals also include any subsequent Discretionary Actions that are necessary for implementation of the Project.

1.13 "Ministerial Permits and Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions, if any, required to be taken by the County and/or County Agency in order for the Project Developer to implement, develop and construct the Project in accordance with the Land Use Approvals, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits (including for any encroachment other than the gen-tie line), and other similar permits and approvals that may be required. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.14 "Parties" means, collectively, Project Developer and the County.

1.15 "Party" means either Project Developer or the County.

1.16 "Planning Commission" means the County Planning Commission and the planning agency of the County pursuant to Section 65867 of the California Government Code.

1.17 "Planning Director" means the Planning Director (Community Development Director) for the County.

1.18 "Processing Fees" means all processing fees and charges required by the County or any County Agency including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, and certificates of occupancy that are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees that may be imposed by the County on development projects. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount that is in effect on a County-wide basis at the time an application for the County action is made.

1.19 "Project" means the construction, operation, maintenance, and decommissioning of an 80 megawatt (MW) solar photovoltaic electricity generating facility ("Solar Facility") with a battery energy storage system ("BESS") and associated facilities and infrastructure.

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1.20 "Property" means the real property on which the Project will be located, as described in Exhibit A.

1.21 "Project Developer" means Janus Solar PV, LLC, or successors and assignees as described in Section 5.7.

1.22 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the County's police powers and which are instead reserved to the County. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Land Use Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a County-wide basis (except in the event of natural disasters as found by the Board of Supervisors such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.23 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 5.2 hereof.

1.24 "Uniform Codes" means those building, electrical, mechanical, plumbing, fire and other similar regulations of a County-wide scope that are based on recommendations of a multi-state professional organization and become applicable throughout the County, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes that reflect local modification to implement the published recommendations of the multi-state organization and that are applicable County-wide).

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act, which authorizes any County to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

> "The Legislature finds and declares that:
>
> (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

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> (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the County remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the County: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits that go beyond those obtained by traditional County controls and conditions imposed on development project applications.

2.2 County Procedures and Actions.

2.2.1. County Planning Commission Action. The County Planning Commission held a duly-noticed public hearing on [_____] and recommended [_____] of this Agreement on [_____].

2.2.2. Board of Supervisors Action. The Board of Supervisors on [_____], after conducting a duly-noticed public hearing, adopted Ordinance No. [_____], to become effective on the thirty-first day after publication, approving this Agreement, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1. Public Benefits. This Agreement provides assurances that the public benefits identified in Section 3.1.3 below will be achieved and developed in accordance with the terms of this Agreement.

2.3.2. Project Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the County's policy of judicious restraints on its police powers, the Project Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules, Land Use Approvals, and with the terms of this Agreement and subject to the County's Reserved Powers. As provided by Section 3.1.1, Project Developer anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Project Developer would have no assurance that it can complete the Project for the uses and to the intensity of development set forth in this Agreement and the Land Use Approvals. This Agreement, therefore, is necessary to assure Project Developer that the Project will not be (1) reduced or otherwise modified in intensity or use from what is set forth in the Land Use Approvals, (2) subjected to new rules, regulations, ordinances, or official policies or plans that are not adopted or approved pursuant to the County's Reserved Powers.

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2.3.3. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Property. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure attainment of maximum efficient resource utilization within the County at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 3.1.3, to the County under the provisions and conditions of this Agreement. Additionally, although development of the Project in accordance with this Agreement will restrain the County's land use or other relevant police powers, this Agreement provides the County with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the County, the Project Developer will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules. Land Use Approvals, and Reserved Powers, subject to the terms and conditions of this Agreement: that the County will expeditiously process the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions required for the Project; and that if requested by the Project Developer, the County will affirmatively cooperate in supporting the Project.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Land Use Approvals; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the Project Developer or its successors after the Effective Date of this Agreement; (3) guarantee that Project Developer will receive any profits from the Project; or (4) in and of itself, amend the County's General Plan. This Agreement has a fixed Term.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Project Developer. In consideration for the County entering into this Agreement, and as an inducement for the County to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Project Developer hereby agrees as follows:

3.1.1. Project Development. Project Developer agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Land Use Approvals.

3.1.2. Timing of Development. The parties acknowledge that Project Developer cannot at this time predict when or at what rate the Project would be developed. Such decisions depend upon numerous factors that are not all within the control of Project Developer, such as market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the

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intent of Project Developer and the County to hereby acknowledge and provide for the right of Project Developer to develop the Project in such order and at such rate and times as Project Developer deems appropriate within the exercise of its sole and subjective business judgment. The County acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement.

3.1.3. Additional Obligations of Project Developer as Consideration for This Agreement. The Project will provide local and regional public benefits to the County as follows:

a) Public Services Fee Payment ("PSF Payment"). Project Developer shall provide the County an annual PSF Payment calculated as one-thousand dollars ($1,000.00) per MW of the 80 MW design capacity of Solar Facility totaling eighty-thousand dollars ($80,000.00) and sixty-two dollars and fifty cents ($62.50) per MW hour of the 320 MWh design capacity of the BESS totaling twenty-thousand dollars ($20,000.00) for a total annual PSF Payment of one-hundred thousand dollars ($100,000.00). The first PSF Payment shall be due and payable to the County within forty-five (45) days of the issuance of the first building permit that authorizes construction of the (i) the Solar Facility or(ii) the BESS ("Building Permit"). If the Building Permit includes only one of either the Solar Facility or the BESS, the PSF Payment will be based on the improvements covered by the Building Permit until a subsequent building permit is issued for the remainder of the Project. For example, if the Building Permit includes only the Solar Facility, the PSF Payment will be eighty-thousand dollars ($80,000.00) (subject to annual increase as described below) until another building permit for the BESS is issued, at which point the fee will increase to one-hundred thousand dollars ($100,000.00) (subject to annual increase as described below). The second PSF Payment shall be due and payable to the County within forty-five (45) days of the County issuing Final Sign-Off for the Building Permit. Thereafter, the annual PSF Payment shall be due within forty-five (45) days of the anniversary of the Final Sign-Off for the Building Permit in each subsequent year. The PSF Payment shall be subject to a three percent (3%) annual increase commencing with the second PSF Payment. If the PSF Payment is not paid within thirty (30) days of the due date, the County may impose a ten percent (10%) penalty fee on the late PSF Payment. Project Developer's obligation to provide the PSF Payment shall terminate upon the occurrence of the earliest of the following:
(i) termination of any Land Use Approval if no construction has commenced;
(ii) if construction has commenced, Developer's delivery of notice of intent to abandon the Land Use Approvals (as evidenced in writing delivered to the County) and its decommissioning and removal of any Project facilities; or
(iii) termination of this Agreement and its decommissioning and removal of any Project facilities should construction have begun. Upon the termination of the PSF Payment in accordance with this Section 3.1.3(a), the annual PSF Payment for the year in which the termination event occurs shall be pro-rated such that the PSF Payment accounts for that portion of that year prior to termination.

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b) Agricultural Land Preservation Fee. Project Developer shall provide County an annual payment in the amount of Thirty Thousand Dollars ($30,000.00) which the County may, in its discretion, use for purposes of subsidizing agricultural operations, preserving agricultural land, or otherwise promoting agriculture within the County ("Agricultural Land Preservation Fee"). The Agricultural land Preservation Fee will be due until such time as the Project is decommissioned and will be subject to a three percent (3%) annual increase commencing on the second annual payment. Project Applicant will make payments to County concurrently with delivery of the PSF Payment.

c) Procurement. Without limiting its ability to take all reasonable and necessary steps to minimize its tax liabilities, Project Developer will establish a procurement address in an unincorporated area of the County, and to the maximum extent feasible, will procure equipment and materials necessary for the development of the Project in a manner that maximizes the amount of sales tax paid by the Project Developer that is directed to the County. Project Developer will document its implementation of this Section 3.1.3(b) as part of its annual reporting required pursuant to Section 5.10.5 and will, upon the County's request, meet and confer with the County, no more than once in any twelve-month period (unless otherwise agreed to by Project Developer), to determine whether additional measures can be implemented consistent with Section 3.1.3 to increase County sales tax revenues.

d) Local Sales Tax. Project Developer will require that all contractors and subcontractors on the Project Site direct local tax to the County wherever commercially reasonable. This direction will not increase Project Developer (or a given contractor's) tax liability. Project Developer, contractors, and subcontractors will work together with County officials and consultants to achieve a reasonable allocation of local tax to the County.

e) CDTFA Sub-Permit. Project Developer will require that the contractors and subcontractors exercise their option to obtain a California Department of Tax & Fee Administration (CDTFA) sub-permit for the Project Site and allocate all eligible use tax payments to the County. This requirement shall only apply to contractors and sub-contractors with individual contracts over Five Million Dollars ($5,000,000.00). Prior to any construction on the Project Site, Project Developer will require that its contractors and subcontractor provide the County with a copy of their sub-permit that shows their CDTFA account number, where applicable.

3.2 Agreement and Assurances on the Part of the County. In consideration for Project Developer entering into this Agreement, and as an inducement for Project Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes, and intentions set forth in this Agreement, the County hereby agrees as follows:

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3.2.1. Entitlement to Develop. Project Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Land Use Approvals, and the Reserved Powers. Project Developer's vested rights under this Agreement shall include, without limitation, the right to construct and maintain the Project, subject to the Applicable Rules, Land Use Approvals, and Reserved Powers.

3.2.2. Consistency in Applicable Rules. Based upon all information made available to the County up to or concurrently with the execution of this Agreement, and subject to approval of the Land Use Approvals, the County finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project as described in the Application for Certification.

3.2.3. Subsequent Approvals. To the fullest extent permitted by law, and subject to Section 3.2.13, the County agrees to expeditiously process any Discretionary Actions, Ministerial Permits and Approvals, or other actions required for the implementation of the Project (collectively, the "Subsequent Approvals") The County, in granting the Land Use Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Subsequent Approvals to the extent that they are consistent with the Land Use Approvals and this Agreement. The County agrees that it will not unreasonably withhold or condition any Discretionary Action, and in no event shall the County deny, or withhold issuance of a Subsequent Approval based upon items that are in compliance with the Land Use Approvals and this Agreement, unless required by Applicable Rules, and shall process Subsequent Approvals in a prompt and efficient manner. Project Developer shall be responsible for paying any application fee for any Subsequent Approval at the County's established application fee amount in effect at the time of permit application submittal.

3.2.4. Changes in Applicable Rules.

3.2.4.1 Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, County Charter amendment, initiative, referendum, resolution, motion, policy, order, or moratorium, initiated or instituted for any reason whatsoever and adopted by the County, the Board of Supervisors, the Planning Commission, or any other Board, Commission, Department, or Agency of the County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Land Use Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the County's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Project Developer may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

3.2.4.2 Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes that may occur from time to time in the Uniform Codes. The design and construction requirements for an

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individual action under the Project shall be governed by the Uniform Codes then in effect at the time such action is submitted for review and approval.

3.2.4.3 Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances, and official policies to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.5. Subsequent Development Review. The County shall not require the Project Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules, the Reserved Powers, and/or the Land Use Approvals.

3.2.6. Special Taxes and Assessments. Project Developer, or its successors, Transferees, and/or assignees, as the case may be, shall not, during the Term of this Agreement, as stated in 5.2, apply to the State for reduction in assessment of the Property. Project Developer shall have the right, to the extent permitted by law, to protest, oppose, and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts. Mello-Roos or community facilities districts, maintenance districts, or other similar districts, and the County agrees to cooperate fully in their formation.

3.2.7. Effective Development Standards. The County agrees that it is bound to permit the uses, intensities of use, and densities on this Property that are permitted by this Agreement and the Land Use Approvals, insofar as this Agreement and the Land Use Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The County hereby agrees that it will not unreasonably withhold or unreasonably condition any Land Use Approval or other Discretionary Action that must be issued by the County in order for the Project to proceed, provided that Project Developer reasonably and satisfactorily complies with all County-wide standard procedures for processing applications for the Land Use Approval or other Discretionary Action.

3.2.8. Interim Use. The County agrees that the Project Developer may use the Property during the term of this Agreement for construction of the Project, and for a setup and staging area.

3.2.9. Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, or policy, is enacted, by action of the County, that relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property, County agrees that such ordinance, resolution, or policy shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

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3.2.10. Infrastructure Financing. If Project Developer undertakes infrastructure financing, such as Mello-Roos or community facilities districts, the County will cooperate fully in such endeavors and will process any related applications as expeditiously as possible.

3.2.11. Impact Fees. Impact Fees imposed by the County with respect to the Project shall be only those Impact Fees in force and effect as of the Effective Date and as set forth in Exhibit C hereto. Impact Fees imposed by the County on the Project may not be increased in amount. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments, fair share charges, or other similar fees or charges imposed by other governmental entities and which the County is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.12. Processing Fees. Project Developer shall pay all Processing Fees for Ministerial Permits and Approvals. Processing Fees shall be limited to Processing Fees in effect on the Effective Date and as set forth in Exhibit D hereto.

3.2.13. Timeframes and Staffing for Processing and Review; Consultants. The County agrees that expeditious processing of the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions which may be required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of the Land Use Approvals, any Discretionary Actions, and any Ministerial Permits and Approvals, the County agrees to work with Project Developer to establish time frames for processing and reviewing such approvals and to comply with timeframes established to the greatest extent possible. Furthermore, the County shall expedite all requests by Project Developer for any such approvals requested for the Project to the greatest extent possible. To facilitate the expeditious review of Subsequent Approvals, the County may engage a qualified third-party consultant or consultants (e.g., civil engineers, electrical engineers, building plans permit examiner, plan check inspector, surveyors or similar professionals) (each, a "Consultant"), to assist the County in its review of Subsequent Approvals, provided, that the County shall retain its independent authority to issue any such Subsequent Approval. Consultants may provide the County with technical assistance required to review Subsequent Approvals, or assistance required to expedite the processing of Subsequent Approvals. The County will notify Project Developer before engaging any Consultant for which it will seek reimbursement from Project Developer and provide Project Developer with the Consultant's proposed scope of work and cost estimate, which will be subject to Project Developer review and approval, along with a proposed form of reimbursement agreement consistent with the terms of this Section 3.2.13. Project Developer acknowledges and agrees that declining the use of a Consultant will mean that the subject Subsequent Approval will not be subject to expedited review and processing; provided, however, that such Subsequent Approval will remain subject to applicable law concerning permit review and approval and the County's normal permit review and approval process and timelines.

4. DEFAULT PROVISIONS.

4.1 Default By Project Developer.

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4.1.1. Default. In the event Project Developer does not perform its obligations under this Agreement in a timely manner, the County shall have all rights and remedies provided by this Agreement, which shall include compelling the specific performance of the obligations of Project Developer under this Agreement, or modification or termination of this Agreement, provided that the County has first complied with the procedure in Section 4.1.2 hereof.

4.1.2. Notice of Default. The County shall first submit to Project Developer a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default Project Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Project Developer shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.1.3. Failure to Cure Default Procedures. If after the cure period has elapsed, the Director of Planning finds and determines that the Project Developer, or its successors, transferees, and/or assignees, as the case may be, remains in default and that the County intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Board of Supervisors and then set a public hearing before the Supervisors in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868.

4.1.4. Action by Board of Supervisors. The Board of Supervisors shall act upon the report of the Director of Planning within forty-five (45) days after the Director of Planning has made a report to the Board of Supervisors, or within such additional period as may be agreed upon by the Project Developer and the Board of Supervisors. The failure of the Board of Supervisors to act within forty-five (45) days shall be deemed to be a determination that the Project Developer is not in default of this Agreement.

4.1.5. Dispute Resolution. In the case of a dispute as to whether the Project Developer has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 5.4 of this Agreement. The County shall commence dispute resolution within thirty (30) days of the Board of Supervisors making a final determination that the Project Developer is in default.

4.1.6. Termination or Modification of Agreement. This Agreement may be terminated by mutual written consent of the Parties, or unilaterally by any Party following an uncured default pursuant to Section 4.2. The County may terminate or modify this Agreement pursuant to this Section, or those transferred or assigned rights and obligations, as the case may be, only after a final determination pursuant to Section 4.1 of this Agreement that the Project Developer is in default.

4.2 Default By The County.

4.2.1. Default. In the event the County does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals

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for use, including the Land Use Approvals, Discretionary Actions and Ministerial Permits and Approvals, as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the County otherwise defaults under the provisions of this Agreement, Project Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the County's obligations under this Agreement.

4.2.2. Notice of Default. Project Developer shall first submit to the County a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default, the County shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the County shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the County has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 5.4 of this Agreement.

4.2.3. Termination or Modification of Agreement. The Project Developer may terminate or modify this Agreement if it determines that the County has failed to cure its default.

4.3 Remedies; No Monetary Damages. In the event if an uncured Project Developer default on an obligation to pay any fee at the time required pursuant to this Agreement, County shall be entitled to pursue whatever legal or equitable remedies are available to collect any such amounts due, including specific performance, subject to the notice and cure provisions in this Agreement. County shall have no right to seek specific performance to cause Project Developer to otherwise proceed with the development of the Project in any manner. In the event of an uncured County default, County agrees that Project Developer shall be entitled to specific performance. It is acknowledged by the Parties that neither the County nor the Project Developer would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement unless a court declines to grant a claim for specific performance. Project Developer and the County waives its right to recover consequential, punitive, or special damages, each of which is hereby expressly waived. Except as set forth herein, in no event shall either Party be liable to the other Party for damages for breach or default under this Agreement, including but not limited to actual, consequential, special, or punitive damages.

4.4 Attorney's Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith.

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5. GENERAL PROVISIONS.

5.1 Effective Date. This Agreement shall be effective upon the thirty-first day after the Board of Supervisors, after conducting a duly-noticed public hearing, adopts an ordinance approving and authorizing the execution of this Agreement, or as otherwise provided by California law.

5.2 Term. The Term of this Agreement shall commence on the Effective Date and shall expire thirty-five (35) years thereafter, unless said Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Land Use Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals that enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or from litigation relating to the Land Use Approvals.

5.3 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time is designated within which either Party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with the doing or completion of such act, matter, or thing because of any of the following:

a) Causes beyond the reasonable control of the Party to be excused, including but not limited to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; strikes, lockouts, and other labor difficulties; unusually severe weather; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; changes in local, State, or Federal laws or regulations; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Project; enemy action; civil disturbances; terrorist acts; a local, state, or federal declaration of emergency based on an epidemic or pandemic, including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic;

b) If any litigation is filed challenging this Agreement or any Land Use Approval or Subsequent Approval having the direct or indirect effect of delaying this Agreement or any Land Use Approval or Subsequent Approval, or if this Agreement or Land Use Approval or Subsequent Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of

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this Agreement and all Land Use Approvals or Subsequent Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the date of final disposition of such litigation or suspension, including any applicable periods of appeal. Any appeal or referendum of this Agreement shall have no effect on any Land Use Approval;

c) Actions of the County or other governmental agency beyond the control of the Project Developer that prevent, prohibit, or unreasonably delay the Project Developer's ability to proceed with development of the Project within the time required by this Agreement. Delays in processing and acting on applications for any Subsequent Approval by the County or any necessary approvals by other governmental agencies shall be deemed to be unreasonable if they exceed the average time it normally takes the agency to process and act on similar applications; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the County's Reserved Powers; or similar bases for excused performance that is not within the reasonable control of the party to be excused (financial inability excepted).

This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Project Developer or, if not dismissed within ninety (90) days, by any third parties against Project Developer. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Dispute Resolution.

5.4.1. Arbitration. Any dispute between the parties shall be resolved by arbitration and shall be settled and decided by arbitration conducted by an arbitrator who must be selected by mutual agreement of the Parties.

5.4.2. Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) or more than ninety (90) days from the Effective Date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both Parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

5.4.3. Extension of Term. The Term of this Agreement as set forth in Section 5.2 shall automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities that would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

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5.5 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

5.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868.

5.7 Assignment. The rights and obligations of the Project Developer under this Agreement may be transferred or assigned in whole or in part without the consent of the County, and upon such assignment the assignor shall be released from the obligations so assigned. The failure of any successor-in-interest to perform the obligations assigned to it may result, at the County's option, in a declaration that this Agreement has been breached with regards to that specific successor-in-interest, and an election to terminate this Agreement as provided for in Section 4.1 hereof, as it relates to that successor-in-interest's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

5.8 Covenants. The provisions of this Agreement shall constitute covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto during the Term of this Agreement.

5.9 Cooperation and Implementation.

5.9.1. Processing. Upon satisfactory completion by Project Developer of all required preliminary actions and payment of appropriate Processing Fees, including any fee for processing this Agreement, the County shall commence and diligently and expeditiously process all required steps necessary for the implementation of this Agreement and development of the Project in accordance with the terms of this Agreement. Project Developer shall, in a timely manner, provide the County with all documents, plans, fees, and other information necessary for the County to carry out its processing obligations pursuant to this Agreement.

5.9.2. Other Governmental Permits. Project Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The County shall cooperate with Project Developer in its endeavors to obtain such permits and approvals and shall, at the request of Project Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals or services. To the extent allowed by law, Project Developer shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the County, or in its own name, the rights of the County or Project Developer thereunder or the duties and obligations of the parties thereto, Project Developer shall reimburse the County for all costs and expenses incurred in connection with seeking and entering into any such agreement, provided that Project Developer has requested such agreement.

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5.9.3. Cooperation. In the event of any opposition to the Project by a third party or other governmental entity or official, the County hereby agrees, if requested by the Project Developer, to affirmatively cooperate in supporting the Project. But such cooperation does not include initiating any legal or administrative proceeding, intervening in such, or becoming a party to such proceedings.

5.9.4. Cooperation In the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending that action, but such cooperation shall not include bringing an action in the name of the County or sharing the expense of any such action by the County.

5.9.5. Annual Reports. Project Developer will provide the County with annual written reports documenting good faith compliance with the terms of the Agreement. If the County determines that Developer has not complied with the requirements of the Agreement in good faith, the County may terminate the Agreement in accordance with Government Code Section 65865.1.

5.10 Relationship of the Parties. It is understood and agreed by the Parties that the contractual relationship created between the Parties hereunder is that Project Developer is an independent contractor and not an agent of the County. Further, the County and Project Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the County and Project Developer joint venturers or partners.

5.11 Notices. Any notice or communication required hereunder between the County or Project Developer must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the County:	with copies to
COUNTY OF COLUSA BOARD OF SUPERVISORS 547 Market Street, Suite 108 Colusa, CA 95932	Colusa County Community Development Department ATTN: Community Development Director 1213 Market Street Colusa, CA 95932

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

If to Project Developer:	with copies to
RWE Clean Energy 1401 East 6th Street, Suite 400 Austin, Texas 78702 Attn: [_____]	Perkins Coie LLP Attention: Garrett Colli 505 Howard Street, Suite 1000 San Francisco, CA 94105

5.12 Recordation. As provided in Government Code Section 65868.5, the Clerk of the County shall record a copy of this Agreement with the Recorder of the County no later than ten (10) days after the County enters into the Agreement. Upon expiration of the Term of this Agreement, the Clerk of the County shall record a written instrument providing notice of the termination of this Agreement. Project Developer shall provide the Clerk of the County with the fees for such recordings prior to or at the time of such recordings.

5.13 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

5.14 Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property, and their respective successors and assignees during the Term of this Agreement.

5.15 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

5.16 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

5.17 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

5.18 No Third Party Beneficiaries. The only Parties to this Agreement are the County and Project Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

5.19 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein (or any such representations, understandings, or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

5.20 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

5.21 Discretion to Encumber. This Agreement shall not prevent or limit Project Developer in any manner, at its sole discretion, from encumbering the Property or any portion of the-Property or any improvement of trust, or other security device securing financing with respect to the Property or its improvements.

5.22 Expedited Processing. The County agrees to cooperate with the Project Developer in the processing of any legal action seeking specific performance, declaratory relief, or injunctive relief, to set court dates at the earliest practicable date(s), and not to cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights; but such cooperation shall not include bringing an action in the name of the County or sharing the expense of any such action by the County.

5.23 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original.

[Signatures Commence on Following Page]

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "C.1"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California

By: _____
_____, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM:

By: _____
Richard Stout, County Counsel

Date:

ATTEST:
Wendy G. Tyler
Clerk to the Board of Supervisors

By: _____
Patricia Rodriguez, Deputy

Date:

JANUS SOLAR PV, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM:

_____

By: Garrett Colli of Perkins Coie, LLP

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "C.1"

Exhibit A

Legal Description

Beginning at the quarter section corner between Section 1, in Township 14 North, and Section 36, in Township 15 North, Range 4 West, Mount Diablo Base and Meridian, Colusa County, California and running; thence along the quarter section line through the center of Section 1, S. 00° 00' E. 59.59 chains, more or less, to a point from Whence a Sandstone marked 1/4 S.C. ST. H., situate at the compromise quarter section corner between Sections 1 and 12, Township 14 North, Range 4 West, M.D.B. & M., bears S. 00° 05' E. 23,78 chains distant, and running; thence North 88° West 10.77 chains; thence S. 60° 54' W. 5.40 chains; thence S. 83° W. 9 chains; thence S. 44° 25' W. 14 chains; thence S. 85° 08' W. 35 chains; thence South 74° West 12 chains to the quarter section line running North and South through the center of Section 2, said township and range; thence along said quarter section line S. 00° 08' W. 5 chains to the quarter section corner between Sections 2 and 11, said township and range; thence Westerly 1/2 mile, more or less, to the Southwest corner of said Section 2, thence Northerly along the Westerly line of said Section 2, 1 mile, more or less, to the Northwest corner of said Section 2, and thence Easterly 1-1/2 miles more or less, to the point of beginning, and being portions of Sections 1 and 2, Township 14 North range 4 West, Mount Diablo Base and Meridian,

Excepting therefrom the portion thereof described in the following deed: Deed of J.W. Forgeus and Jessie E.N. Forgeus to County of Colusa, dated September 30, 1913, and recorded October 2, 1913, in Book 80, Page 92, Colusa County Records, Colusa County, California.

APN: 018-050-005-000 and 018-050-006-000

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Exhibit "C.1"

Exhibit B

Land Use Approvals

Use Permit No. _____

Ordinance No. _____ (Franchise)

Encroachment Permit (to be issued subsequent to Effective Date and as contemplated by Ordinance No. _____ (Franchise))

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "C.1"

Exhibit C

Impact Fees

DEVELOPMENT IMPACT FEES AND IMPLEMENTATION SCHEDULE
(Adopted December 14, 2021 and Effective February 13, 2022)

	Fee Upon Effective Date	Fee Amount as of July 1, 2022
County Department Impact Fees		
Single -Family Residential (1)	$ 6,289	$ 8,267
Multi-Family Residential	$ 5,612	$ 5,746
Commercial Development (2)	$ 2.17	$ 2.17
Industrial Development (2)	$ 0.93	$ 0.93
Agricultural Development	N/A	N/A
Fire District Impact Fees	$ 2,680	$ 2,680
Single -Family Residential	$ 2,058	$ 2,058
Commercial Development (2)	$ 0.62	$ 0.62
Industrial Development (2)	$ 0.24	$ 0.24
Agricultural Development	$ 0.12	$ 0.12

Implementation Notes:

(1) Homes with 2,500 sq. ft. of habitable space and larger are charged the full $8,267 development impact fee amount. For each sq. ft. of habitable space (rounded up) that the home is below 2,500, the development impact fee amount shall be reduced by $2.00 up to a maximum reduction of $2,000. By way of an examples: (1) a home with 1,500 sq. ft. of habitable space would receive a $2,000 reduction bringing the impact fee amount down to $6,267; and a home with 1,952 sq. ft. of habitable space would receive a $1,096 reduction bringing the impact fee amount down to $7,171. Accessory dwelling units shall be charged the applicable rate based on size up to the maximum rate allowed by State law.

(2) This amount is per square foot of new or additional building area.

(3) Each March (beginning in 2023) staff shall present to the Board the year-over percentage change of the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region and the Board may determine whether to change the impact fees herein by the percentage change in whole or in part at their discretion.

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Exhibit "C.1"

Exhibit D

Processing Fees

There are no additional Community Development Department Entitlement Processing Fees applicable to the current Project Entitlement Applications. Building Permit, Public Works Encroachment and Grading, Environmental Health, Air Pollution Control District and any other County permit fees shall be subject to the fees in existence at the time of adoption of the Development Agreement.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "D"

ORDINANCE NO._____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC.

Whereas, Janus Solar PV, LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has certified an Environmental Impact Report and adopted associated California Environmental Quality Act findings pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in and under said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

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Exhibit "D"

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way whenever it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the full amount of such increase of cost upon completion of such construction, installation or repair.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 9), which shall be paid annually on the anniversary of the date of issuance of the County permit authorizing construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

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Exhibit "D"

SECTION 10. Within thirty (30) days following the construction, laying, repairing or removal of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line installed within the Public Right-of-Way as documented on the As-Built Map, with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. This franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. In the event of transfer or assignment for any cause, the COUNTY shall have the right to substitute for the security, a new security conditioned upon the assignee or transferee well and true observing, fulfilling and performing the terms and conditions of the franchise, and upon the filing of said security with and the approval thereof by COUNTY, to exonerate and excuse further liability upon the original security.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

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Exhibit "D"

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees and from any action, claim or other proceeding arising from the rights granted by this franchise, GRANTEE's exercise of those rights or challenging COUNTY's approval of this Ordinance or GRANTEE's authority to exercise the rights granted by this franchise.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII, with the exception of insurance

placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $5,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $5,000,000 aggregate for products-completed operations; and $10,000,000 general aggregate, which shall apply separately to the GRANTEE'S work under this Franchise. In addition, the insurance shall:

(a) Include broad-form contractual liability insurance coverage insuring GRANTEE'S indemnity obligations under Section 15 of this Franchise;

(b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(c) Name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.

(2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $2,000,000 combined single limit each accident for bodily injury and property damage. **The insurance shall name COUNTY and its officers, employees, and agents as additional named insureds and provide. that such coverage shall be primary insurance for such additional named insureds, each and all of them.** If Umbrella or Excess Liability coverage is purchased by GRANTEE, "Liability Limits/Additional Insureds," shall also apply to automobile liability.

(3) Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, GRANTEE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

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Exhibit "D"

(4) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY. Any Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the GRANTEE, its employees, agents and subcontractors.

(a) Each policy shall obligate the insurer to give COUNTY thirty-days advance written notice of cancellation or material modification.

(b) No later than the date this franchise commences, GRANTEE shall furnish COUNTY with certificates of insurance verifying that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Certificates of insurance shall thereafter be provided the COUNTY annually during the term of this Franchise. This section shall not limit GRANTEE'S obligation under Section 15.

(c) The issuance of this Franchise in advance of receiving proof of required insurance, shall not waive the COUNTY'S right to strictly enforce the insurance requirements of this Franchise.

Any exception to the above insurance requirements is subject to the concurrence of the County Risk Manager.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

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Exhibit "D"

If to Grantee:

RWE Clean Energy
1401 East 6th Street, Suite 400
Austin, Texas 78702

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Smith, Chair
Board of Supervisors

ATTEST:
Wendy G. Tyler,
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Exhibit "E"

Williamson Act Findings

Janus Solar PV, LLC ("Applicant") has applied for a conditional use permit ("Use Permit") to construct, operate, maintain, and decommission (in the future) a photovoltaic ("PV") electricity generating facility with a battery energy storage system ("BESS") and associated facilities and infrastructure (collectively, the "Project"). The Project would be located on a privately-owned 886-acre site comprised of two parcels (APNs 018-050-005-000 and 018-050-006-000) in unincorporated Colusa County (the "Site"). The Site is subject to a land conservation contract between the landowner and Colusa County (the "County") pursuant to the Williamson Act (Gov. Code §§ 51200 *et seq*.) (Contract No. 71-14).

To qualify as a compatible use on contracted land, the Project must be consistent with applicable provisions of the Williamson Act as well as the County's adopted Williamson Act policy. Under the Williamson Act, a use may be compatible with contracted land if it satisfies the required findings in either Government Code section 51238.1(a) (the "principles of compatibility") or Government Code section 51238.1(c) (approval on non-prime land with a use permit).

As further set forth below, the Project is a compatible use under the Williamson Act and the County's adopted Williamson Act policy. The Project satisfies the compatibility criteria in Government Code Section 51238.1(a), and, even if the Project were not considered to satisfy the criteria in Government Code Section 51238.1(a)(1)–(2), the Project may be approved pursuant to government Code Section 51238.1(c).

Findings of Fact Pursuant to Government Code Section 51238.1(a)

A. The Project is consistent with each of the "principles of compatibility" under Government Code section 51238.1(a), detailed as follows, and therefore qualifies as a compatible use under the Williamson Act on this basis.

(1) *The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves*. (Gov. Code § 51238.1(a)(1).)

Due to the existing low agricultural capability of the Site, and the Applicant's obligation to decommission the Project at the end of its useful life, the Project will not significantly compromise the long-term productive agricultural capability of the Site. The Site consists of non-prime farmland that is currently, and has been historically, used for dry cattle grazing. The Site is not irrigated and does not have any irrigation infrastructure or connection to the Westside Water District. The limited agricultural capability of the Site is further evidenced by the low Land Evaluation Site Assessment ("LESA") score for the Project included in the Project's Environmental Impact Report ("EIR") as Appendix C. At the end of the Project's useful life, the Applicant will remove all solar panels, batteries, and related facilities and return the Site to its current state such that the long-term agricultural capability remains unchanged. The Project also requires a Use Permit from the County, issuance of which is conditioned on the restoration of the Site to its pre-development state and the posting of a security to guarantee that obligation.

The Project will also not impact the long-term agricultural capability of other contracted parcels in the County. The Project is a PV electricity generating and storage facility that

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

will not bring any new residents or significant numbers of employees during the operational period to the Site, and its routine operations will not impact other contracted parcels. Moreover, the EIR documents that the Project will not result in any significant environmental impacts, including, for example, impacts relating to traffic, air quality, dust, noise, or stormwater runoff.

(2) *The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping*. (Gov. Code § 51238.1(a)(2).)

The Project will not significantly displace or impair the current or reasonably foreseeable agricultural operations on the Site. The Site is currently used by the landowner for dry cattle grazing. Due to the lack of irrigation connection and low agricultural capability, the cattle grazing operation is the exclusive agricultural use on the Site. With implementation of the Project, the landowner will continue the grazing operation on other portions of the property unabated and without the need to reduce the size of the herd as a result of the Project. Further, due to the low agricultural capability of the Site and lack of irrigation, there are no other reasonably foreseeable agricultural operations at the Site beyond the historic grazing operation.

The Project will also not significantly displace or impair any current or reasonably foreseeable agricultural operations on other contracted lands in the County. The Project is a PV electricity generating and storage facility that will not bring any residents or significant numbers of employees during the operational period to the Site and its routine operations will not impact other parcels. As documented in the EIR, the Project will not result in any significant environmental impacts, including, for example, impacts relating to traffic, air quality, dust, noise, or stormwater runoff. There are approximately 318,000 acres of land subject to Williamson Act contracts in the County of which the 886-acre site represents less than three-tenths of one percent (0.28%). The acreage of the Site is negligible compared to the overall contracted land in the County.

(3) *The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use*. (Gov. Code § 51238.1(a)(2).)

The Project is subject to conditional approval by the County via a Use Permit, and the footprint is confined to the Site. The Project does not require removal of any adjacent land from agricultural or open-space use, and has been designed to minimize potential impacts to adjacent agricultural uses. The Project will also not rely on groundwater that could otherwise be drawn from the basin and impact groundwater resources available to other agricultural users. Further, any future similar development in the County would require separate discretionary approvals per the County Code and compliance with the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq*.). As such, the County retains full discretion to further ensure that approval of the Project will

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

not result in significant removal of adjacent contracted lands from agricultural or open-space use.

Findings of Fact Pursuant to Government Code Section 51238.1(c)

B. The Project is consistent with Government Code section 51238.1(c) because it is located on non-prime farmland and is approved pursuant to a Use Permit that satisfies the required statutory findings, detailed as follows. Therefore, the Project also qualifies as a compatible use under the Williamson Act on this basis, independent from the findings in "A" above.

(1) *Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in* [Gov. Code § 51238.1(a)(1) and Gov. Code § 51238.1(a)(2)] *to the greatest extent possible while maintaining the purpose of the use*. (Gov. Code § 51238.1(c)(1).)

As detailed in finding "A" above, the Project is consistent with the "principles of compatibility" in Government Code sections 51238.1(a)(1) and 51238.1(a)(2), as there are no anticipated impacts to existing agricultural operations on the Site or on other contracted lands in the County. However, the Project also independently satisfies the requirements of Government Code section 51238.1(c)(1) because the conditions of approval for the Use Permit require compliance with the mitigation measures in the Mitigation Monitoring and Reporting Program ("MMRP") for the Project. The Applicant's compliance with Mitigation Measures AQ-1 through AQ-3 (dust control), NOISE-1 (noise control), as well as approval of a Stormwater Pollution Prevention Plan, will ensure that any potential impacts on adjacent parcels during construction are minimized to the satisfaction of the County. These requirements in the MMRP are sufficient to mitigate any potential onsite or offsite impacts to the greatest extent possible while maintaining the purpose of the Project. Moreover, and while not required to mitigate or avoid any on or offsite Project impact, the Use Permit requires the Applicant to enter into an agreement with the County to provide for annual payment of an Agricultural Land Preservation Fee for the life of the Project. The Board of Supervisors may authorize the use of the funds to subsidize agricultural operations, to preserve agricultural lands, or otherwise enhance the County's agricultural sector.

(2) *The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations*. (Gov. Code § 51238.1(c)(2).)

The productive capability of the Site has been thoroughly examined by the County and the Project will not significantly displace or impair the current or reasonably foreseeable agricultural operations on the Site. The Site consists of non-prime farmland that is currently used by the landowner for dry cattle grazing. Following implementation of the Project, the landowner will continue the existing cattle grazing operation on other portions of the property unabated and without the need to reduce the size of the herd as a result of the Project. The Site is not irrigated and does not have any irrigation infrastructure or connection to the Westside Water District. The limited agricultural capability of the Site is further evidenced by its LESA score, as described above. Due to the low agricultural capability of the Site and lack of irrigation, there are no other reasonably foreseeable agricultural operations at the Site beyond the historic grazing

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operation. At the end of the Project's useful life, the Applicant will remove all solar panels, batteries, and related facilities and return the Site to its current state such that the long-term agricultural capability remains unchanged. The Use Permit is also conditioned on the restoration of the Site to its pre-development state and the posting of a security to guarantee that obligation.

The Project will also not significantly compromise the long-term productive agricultural capability of, or displace or impair any current or reasonably foreseeable agricultural operations on, other contracted lands in the County. The Project is a PV electricity generating and storage facility that will not bring any new users or residents to the Site and its routine operations will not impact other parcels. There are approximately 318,000 acres of land subject to Williamson Act contracts in the County of which the 886-acre site represents less than three-tenths of one percent (0.28%). The acreage of the Site is negligible compared to the overall contracted land in the County.

(3) *The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcels in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2*. (Gov. Code § 51238.1(c)(3).)

The Williamson Act seeks to preserve the limited supply of agricultural land necessary to conserve the state's economic resources and to assure adequate, nutritious food for future residents. (Gov. Code § 51220(a).) The Act also seeks to avoid premature conversion of agricultural land to urban or metropolitan uses that could result in discontiguous patterns of development (Gov. Code § 51220(c)) and to prevent uses which "increase the density of the permanent or temporary human population of the agricultural area" (Gov. Code § 51220.5).

The Project is consistent with these purposes. The Project is not contributing to the reduction of productive agricultural land that supports the food chain, as it is located on low quality, non-prime farmland, and the existing cattle grazing operation will be maintained at its current size on other contiguous property owned by the property owner. It also is not the type of urban or metropolitan use (e.g., a residential subdivision, a commercial office, or hospital facility) that will bring additional users or development to the surrounding area that could lead to patterns of discontiguous development or increases in population. At the end of the Project's useful life, the Project will be decommissioned, with all solar panels, batteries, and related facilities removed and the Site restored to its current state such that the long-term agricultural capability of the Site remains unchanged. The Project also does not involve the use of mineral resources and compliance with Government Code section 51238.2 is therefore not relevant.

(4) *The use does not include a residential subdivision*. (Gov. Code § 51238.1(c)(4).)

The Project is not (and does not include) a residential subdivision.

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Exhibit "E"

Findings of Fact Pursuant to Resolution 02-82

C. The Project is a compatible use under the County's local Williamson Act policy Resolution 02-82 (adopted by the Board of Supervisors on December 17, 2002). Resolution 02-82 sets forth the permitted and compatible uses on contracted land in the County. Compatible uses under Resolution 02-82 include "[t]he erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities." (See Exhibit A, Item #19). The Project is "energy generation for off-site use" (as defined in County Code § 44-0.10), as it is a PV electricity generating and storage facility that will sell power to a utility provider for off-site use. While Resolution 02-82 predates the widespread adoption of solar in California, the County finds that the concept of an energy generating facility is equivalent to construction of electrical utility facilities as contemplated by Item #19.

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FIRE SERVICES CONTRIBUTION AGREEMENT

THIS FIRE SERVICES CONTRIBUTION AGREEMENT (hereinafter "**Agreement**") is made, dated and effective as of August 30, 2024 (the "**Effective Date**") by and between the Williams Fire Protection Authority, located at 810 E Street, Williams, California 95987 ("**WFPA**"), and RWE Clean Energy Development, LLC, a Delaware limited liability company, located at 1401 East 6th Street, Suite 400, Austin, TX 78702 ("**Developer**"). WFPA and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. WFPA provides fire protection and related emergency services to residents and businesses within the WFPA service area ("**Service Area**"); and

B. Developer is constructing and operating an electric-generating solar power and battery energy storage project (together, the "**Solar Project**") on certain properties located in unincorporated Colusa County, California within the boundaries of the Service Area ("**Solar Project Property**"); and

C. The Solar Project, including generating units, electrical equipment, and related facilities, will be constructed and operated in accordance with applicable federal, state, and local codes and standards related to health and safety; and

D. Developer and WFPA have partnered to share information regarding design and development of the Solar Project and to discuss additional voluntary fire protection measures and planning tools; and

E. Developer and WFPA believe it is in their mutual best interest to enter into this Agreement to establish additional plans and to provide WFPA with certain economic benefits from the construction and operation of the Solar Project in order to enhance fire protection and related emergency services within the Service Area.

AGREEMENT

1. Service Contribution, Annual Adjustment.

   a. Contribution. Developer agrees that in order to enhance WFPA services within the Service Area, Developer shall contribute to WFPA an annual contribution ("**Annual Contribution**") for each year the Solar Project is in operation generating and storing electricity (the "**Contribution Term**"). The amount of the Annual Contribution shall represent the difference between $300,000.00 and the WFPA's applicable annual "Fire Suppression and Protective Services Assessment" or any other special assessment levied against the Solar Project Property for the benefit of WFPA within a given year. For example, if the Fire Suppression and Protective Services Assessment (and any other special assessment for WFPA) is $25,000.00 for the calendar year in which the Annual Contribution is due, the Annual Contribution for that calendar year would be $275,000.00.

   b. Timing. The first Annual Contribution shall be due within 45 days of the issuance of the building permit for the solar or battery components of the Solar Project. The

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second Annual Contribution shall be due within 45 days of the commencement of commercial operation of the Solar Project ("**Commercial Operation Date**"). Thereafter, Developer will be required to remit each Annual Contribution within 45 days of the anniversary of the Commercial Operation Date during the Contribution Term, for a maximum of 35 total Annual Contributions over the Contribution Term.

c. Adjustment. Beginning with the second Annual Contribution and continuing each year thereafter during the Contribution Term each Annual Contribution shall increase by an amount that is equal to the Consumer Price Index All Urban Consumers in the San Francisco-Oakland-San Jose region (base years 1982-1984 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, but in no event shall any increase adjusted by the Index hereunder be less than two percent (2%) or greater than three percent (3%) per annum.

2. Response and Prevention Plans. Developer further agrees that within 30 days following Colusa County's approval of a use permit for the Solar Project, Developer shall in good faith collaborate with WFPA in the creation and drafting of both an emergency response plan and wildland fire prevention plan ("**Response and Prevention Plans**").

3. Training. Prior to the Commercial Operation Date, Developer agrees to provide training for first responders employed by WFPA in order to review and discuss the Response and Prevention Plans and the site layout for the Solar Project ("**Project-Specific Training**"). The time, date, and format of the Project-Specific Training shall be mutually agreed upon by the Parties. Following the Commercial Operation Date, and for the duration of the Contribution Term, Developer agrees to collaborate in good faith to support WFPA's efforts to conduct emergency drills at the Solar Project Property as necessary. Any major changes to the Solar Project or site layout during the Contribution Term that may impact WFPA's ability to provide emergency services or to access the Solar Project Property will be promptly communicated by Developer to the WFPA Fire Chief, and will be addressed in revisions to the Response and Prevention Plans as mutually agreeable.

4. Reimbursements.

a. Personal Protective Equipment. In the event that WFPA is required to respond to a call for service at the Solar Project Property during the Contribution Term and, as a result of that call to service, personal protective equipment (PPE) that is the property of WFPA is damaged or rendered unusable ("**Damaged PPE**"), Developer agrees to reimburse WFPA for the reasonable costs to repair or replace such Damaged PPE in order to restore the Damaged PPE to its pre-call status within thirty (30) days of receipt of an invoice from WFPA. The invoice shall include: (1) an itemized list of Damaged PPE and (2) copies of the receipt(s) detailing the costs to repair the Damaged PPE to its pre-call status and/or, in the case of unusable equipment, the costs to purchase of equipment that is comparable to the Damaged PPE.

b. Multi-Vehicle Response. In the event that WFPA is required to respond to a call for service at the Solar Project Property during the Contribution Term that, based on the severity, requires more than one emergency vehicle to respond ("**Multi-Vehicle Response**"), Developer agrees to reimburse WFPA for reasonable costs associated

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with the additional emergency vehicles and personnel required to respond (i.e., costs above and beyond the first vehicle and associated personnel) within thirty (30) days of receipt of an invoice from WFPA. Reimbursement shall be in accordance with the California Governor's Office of Emergency Services (Cal OES) "Current Apparatus, Support Equipment, & Volunteer Rates" published by Cal OES. The invoice shall include: (1) number and type of additional emergency response vehicles required for the Multi-Vehicle Response, (2) the additional personnel required (by position) to staff the additional emergency vehicles, and (3) the number of hours required by each.

5. Cooperation. In exchange for the Annual Contribution, Reimbursements, and Response and Prevention Plans, WFPA agrees that it will, and will take all reasonable measures to ensure that its Board of Directors, representatives, officers, employees and agents will, act in good faith during the approval process of the Solar Project and in such a way that does not unreasonably or illegally interfere with or impede the approvals by the County or any other governmental authority having jurisdiction over the Solar Project.

6. Term. The term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall continue for as long as the Solar Project is in operation and generating electricity.

7. Assignment. Developer shall have the right without WFPA's consent to sell, convey, lease, or assign all or any portion of this Agreement to one or more persons or entities (collectively, "**Assignees**") and to enter into collateral assignments of this Agreement to lenders or mortgagees (collectively, "**Lenders**") as security for one or more loan transactions. Any member or partner of Developer or an Assignee shall have the right without WFPA's consent to transfer any membership or partnership interest in Developer or such Assignee to one or more persons or entities. This Agreement shall be binding on any of Developer's Assignees, and other tranferees, including Lenders should any Lender foreclose on Developer's leasehold interest for the Solar Project Property.

8. Entire Agreement. This Agreement constitutes the entire agreement between WFPA and Developer and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of WFPA and Developer. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both WFPA and Developer.

9. Remedies and Termination. If Developer violates the terms or conditions of this Agreement, WFPA shall be entitled to any remedy available under applicable law or equity. If WFPA violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

10. Attorneys' Fees. The prevailing Party in any action relating to or arising out of this Agreement shall be entitled to recover all reasonable fees and costs, including reasonable attorneys' fees and expenses, incurred in the course of such action.

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11. Notices. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to WFPA: Fire Chief
Williams Fire Protection Authority
P.O. Box 755
Williams, CA 95987

If to Developer: RWE Clean Energy
1401 East 6th Street, Suite 400,
Austin, Texas 78702

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Additional Documents. WFPA shall cooperate with Developer in the execution and delivery of any consents, estoppel certificates, and other documents as a Developer, its Lender, or other parties entering into a transaction with Developer may reasonably request, including, without limitation, any instruments reasonably required to evidence Developer's rights under this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action relating to or arising out of this Agreement shall be venued in Colusa County Superior Court.

[Signature pages to follow]

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IN WITNESS WHEREOF, WFPA and Developer have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

WFPA:

Signed by:
By: Jeffery Gilbert
B6C318589D3D494...
Name: Jeffery Gilbert
Title: Fire Chief

DEVELOPER:

RWE Clean Energy Development, LLC,
a Delaware limited liability company

Signed by:
By: Venkatesh Inti
AB8ABE7A675A46A...
Name: Venkatesh Inti
Title: VP Development West Region

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Attachment #1

Item	Description	Type	Unit Cost ($)	Qty	Total Cost
	SITE CLEARING/GRADING AND EARTHWORK				
1	Surface Restoration (gravel pads and roads) - Includes gravel removal, topsoil placement, seeding, fertilizer, mulch	AC	$ 336.81	20	$ 6,736.12
2	Surface Restoration ("two track" roads & pipelines) Includes scarify existing surface, seeding, fertilizer and mulch	AC	$ 2,744.86	20	$ 54,897.16
3	Removal & Disposal of Surfacing	SY	$ 7.35	10	$ 73.52
4	Topsoil Placing	CY	$ 3.84	2	$ 7.68
5	Topsoil Placing (6" deep)	AC	$ 666.00	2	$ 1,332.00
6	Water (For deconstruction purposes and dust control, includes all labor, material and equipment)	MG	$ 12.11	13000	$ 157,425.67
	FENCE & MISC. SITE REMOVAL WORK ITEMS				
1	Fence Removal (up to 5 strand barb wire fence, incl posts)	LF	$ 3.31	0	$ -
2	Fence Removal (chain link, posts and fabric, 6' high, remove only)	LF	$ 1.80	27500	$ 49,546.43
	POWER LINES, SUBSTATIONS, ELECTRICAL, TOWERS				
1	OH Power Removal (Single Pole Powerlines) Unit: MI = Miles	MI	$ 39,529.27	4	$ 158,117.09
2	OH Power Removal (Double Pole Powerlines) Unit: MI = Miles	MI	$ 50,790.98	0	$ -
3	Direct Burial Electrical Cable - Based on Type W 4/0, 3 conductor, 4 awg, 2.04" diameter, 361 Amp, 2000 Volt, 3.9#/lf, includes: trench excavation and backfill, removal and disposal	LF	$ 2.10	100	$ 210.38
4	Direct Burial Electrical Cable - Based on #2 wire, 3 conductor, #2 awg, includes: trench excavation and backfill, removal and disposal	LF	$ 5.89	100	$ 589.36
5	Remove Panelboard, 3 wire, 120/240 V, 200 amp, to 42 circuits, including removal of all breakers, conduit terminations & wire connections	EA	$ 543.19	24	$ 13,036.49
6	Transformer Removal (dry type, primary, 3 phase, to 600V, 750 kVA electrcial demolition, remove, including removal of supports, wire & conduit terminations)	EA	$ 838.89	24	$ 20,133.46
7	Substation Removal (Based on 34 kV (in) -- 7.2 kV (out))	EA	$ 35,538.15	1	$ 35,538.15
8	Utility Pole & Cross Arm Demolition (utility poles, wood, 35'-45' high)	EA	$ 427.84	80	$ 34,227.35
9	Remove OH Telephone Wire (from power pole)	EA	$ 64.55	1	$ 64.55
10	Power and utility line removal from conduit (conduit to remain in place)(1/0 to 4/0 THW-THWN-THHN Wire)	LF	$ 0.84	15840	$ 13,237.05
11	Power and utility line removal from conduit (conduit to remain in place)(#8 to #2 THW-THWN-THHN Wire)	LF	$ 0.42	0	$ -
	SOLAR (SPECIFIC) ELECTRIC GENERATING SYSTEM WORK ITEMS				
1	PV Solar Array Component Removal	EA	$ 5.08	200000	$ 1,016,000.00
2	Building Removal (Plant Services & Control Room)	LS	$ 16,553.23	1	$ 16,553.23
3	Foundation Removal (solar components & buildings)	LS	$ 140,989.00	1	$ 140,989.00
4	Pipeline Stubout Pipe Removal	EA	$ 81.40	0	$ -
5	Equipment Removal(turbine, UPC System, aux. boiler stack, condenser, feed and condensate systems)	LS	$ 137,826.85	0	$ -
1	Mobilization/Demobilization	LS	$ 1,672,968.87	1	$ 1,672,968.87
			DECOMMISSIONING COST ESTIMATE (TOTAL)		$ 3,391,683.58

Item	SALVAGE VALUE (EQUIPMENT AND MATERIALS) Description	Type	Unit Cost ($)		
1	Solar Modules - Salvage Value ($50.00/KW)	KW	$ 50.00	80000	$ 4,000,000.00
2	Steel (posts, tracker, tubes) - Salvage Credit ($0.07/lb)	LB	$ 0.07	19250000	$ 1,347,500.00
3	Copper (wires, grounding grid) - Salvage Credit ($0.09/lb)	LB	$ 0.09	455000	$ 40,950.00
4	Battery Modules	EA	$ 5,000.00	99	$ 495,000.00
					$ 5,883,450.00

The quantities presented are estimates based on projects of a similar size and scope and are subject to change upon deatiled project engineering.

Abbreviation Key	
EA	Each
AC	Acre
SF	Square Foot
SY	Square Yard
MSF	1,000 Square Feet
Mcf	1,000 Cubic Feet
CY	Cubic Yard
MG	1,000 Gallon
LF	Linear Feet
CLF	100 Linear Feet
MI	Mile
LB	Pound
TN	Ton
CF	Cubic Feet
HR	Hour
VF	Vertical Feet
LS	Lump Sum
GAL	Gallon

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Attachment #3

RWE

November 18th, 2024

City of Williams Parks and Recreation Division
810 E Street
Williams, CA 95987

Re: **Janus Solar and Battery Storage Project**
Parks Contribution

Dear Frank Kennedy:

On behalf of RWE Clean Energy and the Janus Solar and Battery Storage Project ("Janus") we are pleased to offer the City of Williams Parks and Recreation Division ("Division") an annual project donation in the amount of $15,000.00. Janus would like to begin making these payments to the Division approximately 45 days following the date that the Janus project officially begins commercial operation, and will make this same $15,000.00 payment to the Division on approximately the same date each year thereafter for a period of 34 years, consistent with the expected life of the Janus system.

We are looking forward to Janus becoming a part of your community. As such, we hope this donation will contribute to the continued services the Williams Parks and Recreation Division provides.

We would appreciate your acknowledgement of this donation by signing as shown below, and look forward to your support. If you have any further questions, please reach out to the lead developer at alex.salas@rwe.com.

Sincerely,

Venkatesh Inti

Acknowledged and accepted:

The City of Williams Parks and Recreation Division

By: _____
Title: CITY ADMINISTRATOR
Date: 11-21-2024

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Attachment #4

- **"Summer 2024 in Northern California was the hottest on record." NOAA**

- **Scientific fact: note 2016 journal article - Mega-Solar Panels cause area's climate to changes 4-5 F degrees hotter because sun is reflected off panels into atmosphere and is not absorbed by ground.**

- **ui.adsabs.harvard.edu 'Impact of solar panels on global climate', Hu, Aixue**

- **Will this plan, if approved, set a precedent and change the 'right to farm' attitude in county? Agriculture is the main economy in county and needs to be respected as it supports most of us who live here.**

- **County jobs** mentioned are only for one year max. Who will be hired for the jobs mentioned and at what rate of pay? Benefits? Who provides the additional housing? How will schools be impacted?

- **Cost to county** — both direct and indirect costs such as roads, emergency services and potential change in surrounding farming operations not limited to current and designated land use for Stock and grazing animals.

- **Who will be benefitting from the solar power generated?**

  - Current policies are directed to benefit agriculture economically. How will this Colossal Solar field contribute to the current County's agriculture plan.

- **What is the potential impact of battery storage in this proposal? Woodland wildfire danger is real as noted in recent 10 year history of area.**

- **How much will actually be collected by the county each year for property taxes?** Will the nature of the project, ie 'Solar' exclude the plan from paying full tax obligations?

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Attachment #4

- **What type of transmission towers will be used to transmit the power? What land may need to be taken by Eminent Domain?** To satisfy Transmission lines and further road work? And who will be responsible for these costs?

- **Is the county expected to take the waste to the landfill** when the plan and/or becomes obsolete and is discarded. What assurances do we have as a county for costs in dismantling 666 acres of waste/cement?

- Only an observation…

  - **County and planning commission said no last year. Now the Sacramento developer/land owner brings back 'to the table' a 'new and improved' plan with same number of solar panels and Battery storage with only 72 less acres?**

  - **666 acres is approximately a square mile.**

- More importantly, by increasing temperatures (how will this affect our crop production and woodland wildfire issues) and **will this plan, if implemented, cost the county much more than the benefit promised by the Sacramento developer?**

- **From what I've read and understand, it appears the county will be carrying a potential significant price and liability to our county government, infrastructure and its citizens. The true costs to the county and it's way of life are not included in this report.**

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Attachment #4

Cynthia White Video Comments Link

https://www.countyofcolusaca.gov/DocumentCenter/View/18794/Cynthia-White-Video-Of-Support

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Attachment #4

I am writing to express my strong support for the Janus Solar Project. Our children deserve better schools and access to quality education, and Janus Solar offers an extraordinary opportunity to make that a reality. With more than a million dollars in combined funding for Williams, Pierce, Princeton, Stonyford, and Maxwell schools, this project will provide critical resources to enhance our children's learning experiences and ensure a brighter future for our community. Beyond the educational benefits, the economic impact of Janus Solar will be transformative. The project will generate $3.2 million in sales tax and create 200 local construction jobs, resulting in $15.9 million in total economic output during the 11-month construction period. Once operational, it will bring in more than $4 million in property taxes and contribute over $25 million in community benefit fees over its 35-year life, fostering economic diversification and revitalization for Colusa County. I urge local leaders to support the Janus Solar Farm for its positive economic impact on Colusa County.

Sincerely, Jay Dee & Nancy Garr

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Attachment #4

I Support Solar in Colusa County! I am writing to express my enthusiastic support for the proposed Janus Solar Farm in Colusa County. As a resident deeply committed to the future of our community and environment, I believe this project represents a crucial step forward in our efforts to embrace sustainable energy and enhance our local economy.

Sincerely,

Leslie Poland

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

As an advocate for renewable energy and environmental sustainability, I am writing to express my support for the Janus Solar Project. This project will not only bring economic and educational benefits to our community, but it will also help Colusa County lead the way in clean energy. With millions of dollars committed to our schools and public services, the project will improve the quality of life for all residents while promoting a sustainable future. I encourage the Board to approve this project and support Colusa County's long-term growth and environmental responsibility. Sincerely, Ann Seaton

Ann Seaton

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

As a retired resident of Colusa County, I support the Janus Solar Project because of the long-term benefits it will bring to our community. It offers economic revitalization through job creation, sales tax revenue, and property tax contributions that will support our schools, public services, and infrastructure without increasing taxes on residents. This project also ensures that agriculture will continue to thrive while making space for economic diversification. The opportunity Janus Solar provides is too important to pass up. I encourage the Board to approve this project for the future of our county.

Aricka Azevedo

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

I believe not only do land owners have a lot of leeway in what to do with their own property, but also that this is a great opportunity for the county bringing in much needed infastructure support for schools and police and fire districts as well as well paying jobs. As a community leader, I strongly support the Janus Solar Project for the immense benefits it brings to our local infrastructure and services. Janus Solar will provide half a million dollars annually to fund the county's infrastructure without increasing strain on public services. In addition, the $300,000 Janus Solar is contributing to the Williams Fire Protection Authority annually will ensure 24-7 firefighting services for the entire fire district, making our community safer. This project supports the long-term health and well-being of our residents while delivering economic and environmental gains. I urge the Board to approve this project for the betterment of Colusa County.

Betty Huson

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

I am writing to express my keen support for the Janus Solar project in Colusa County. This initiative represents a significant opportunity for our community – not only for the hundreds of local jobs created, but also for the incredible support it offers our local safety organizations. 75% of the Public Services Mitigation will be given to the Williams Fire Protection Authority – this is a huge amount of money that can really make a difference in our safety. I am very happy to support a project that will give back to our community in so many ways and look forward to Janus Solar joining Colusa County. I support local service organizations in Colusa County by supporting the Janus Solar Farm!

Bonnie Rose

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

As an advocate for renewable energy and environmental sustainability, I am writing to express my support for the Janus Solar Project. This project will not only bring economic and educational benefits to our community, but it will also help Colusa County lead the way in clean energy. With millions of dollars committed to our schools and public services, the project will improve the quality of life for all residents while promoting a sustainable future. I encourage the Board to approve this project and support Colusa County's long-term growth and environmental responsibility. Moving forward with projects like these are imperative for the future of our planet and communities. Let us be at the forefront of a new way forward and pave the path for future projects.

Brew Lockwin

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

As a local business owner, I strongly support the Janus Solar Project. The economic benefits it will bring to our community are immense. With sales tax revenue projected to exceed $3.2 million and a total economic output of $15.9 million during the construction period alone, Janus Solar will revitalize local businesses like mine. Hotels, restaurants, fueling stations, and contractors all stand to benefit, creating a ripple effect of economic growth. The project will also add 200 local jobs during construction, and up to five high-paying permanent jobs during operations, giving our local workforce a major boost. I urge you to approve this project and support the economic diversification that our county desperately needs.

Grant Azevedo

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

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John Vafis

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

I am writing to express my support for the Janus Solar Farm in Colusa County. This initiative, which will generate 80 megawatts of cost-competitive renewable energy, is a significant step forward for our community. The project will create up to 200 local jobs, providing much-needed employment opportunities and boosting our local economy. Additionally, the $300,000 annual contribution to fire protection services is a vital enhancement in our community's safety. Supporting the Janus Solar Project aligns with our goals for sustainable development and community well-being. I urge local leaders to back this important initiative.

Sincerely,

Linda Mora

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

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Sincerely,

Pamela Casselman

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

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Patricia Ash

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

As a grandparent in Colusa County, I am writing to express my enthusiastic support for the Janus Solar Project. Our children need better schools and deserve the best education we can provide. Janus Solar offers an extraordinary opportunity to make that happen by providing millions of dollars in new school funding for our local districts. This project will contribute more than a million dollars combined to schools in Williams, Arbuckle, Princeton, Stonyford, and Maxwell. This is an investment in our children's future. I hope you will say yes to this project and the incredible opportunities it brings.

Patricia Morris

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #4

I am writing to express my strong support for the Janus Solar Project. Our children deserve better schools and access to quality education, and Janus Solar offers an extraordinary opportunity to make that a reality. With more than a million dollars in combined funding for Williams, Pierce, Princeton, Stonyford, and Maxwell schools, this project will provide critical resources to enhance our children's learning experiences and ensure a brighter future for our community. Beyond the educational benefits, the economic impact of Janus Solar will be transformative. The project will generate $3.2 million in sales tax and create 200 local construction jobs, resulting in $15.9 million in total economic output during the 11-month construction period. Once operational, it will bring in more than $4 million in property taxes and contribute over $25 million in community benefit fees over its 35-year life, fostering economic diversification and revitalization for Colusa County. I urge local leaders to support the Janus Solar Farm for its positive economic impact on Colusa County.

Roberta James

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #5

January 14, 2025

To: Colusa County Planning Commission

From: Antoinette Marsh
Sent via email to: gplucker@countyofcolusa.gov & xfowler@countyofcolusaca.gov

Re: Janus Solar and Battery Storage Project, Planning Commission, Feb 5, 2025, meeting.

I am submitting written comments in addition to previous comments submitted related to the project and the Draft Environmental Impact Report (DEIR). I read the Final Environmental Impact Report (FEIR) Janus Solar and Battery Storage Project, November 26, 2024, including the responses to comments raised by the public and supplementary materials posted to the County website (Janus Solar and Battery Storage Project Full Staff Report). Thank you for your service as the volume of documents required over 50 hours to read on a first pass.

Based on the information, I would encourage the County Commissioners to NOT recommend approval of the Conditional Use Permit to the Colusa County Board of Supervisors for the Janus Solar and Battery Storage project as currently proposed.

I am not opposed to solar power or green energy projects as these technologies have advantages when appropriately used **and properly located, including complying with all zoning requirements**. However, **the Janus Solar and Battery Storage proposal fails to be appropriate and meet the required standards on several levels: most critically the location or placement in a high fire risk area** distant from the Williams Fire Department, not meeting General Plan zoning requirements, and the Final EIR remains problematic with unmitigated significant impacts which I will further outline below, particularly related to contractual terms between Williams Fire Protection Authority (WFPA) as well as the required public notice.

As part of the Community Development Department's packet, some of the attached contractual agreements within the Full Staff Report contain some potential loopholes for "Janus" and are not the best interest for Williams nor Colusa County and as such this project should not be recommended as proposed. Moreover, it failed the public notice compliance.

The Colusa County website supplementary materials posted, "**Janus Solar and Battery Storage Project Full Staff Report**" included 165 pages. Within this document included an agreement (not previously included in the DEIR or FEIR), titled, "**FIRE SERVICES CONTRIBUTION AGREEMENT**."

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #5

The term on page 3.2.j (Package Pg. 178) contains the following: "...for as long as the Solar Project is in operation generating and generating electricity." Image is provided below.

1. Service Contribution, Annual Adjustment.

a. Contribution. Developer agrees that in order to enhance WFPA services within the Service Area, Developer shall contribute to WFPA an annual contribution ("**Annual Contribution**") for each year the Solar Project is in operation generating and storing electricity (the "**Contribution Term**"). The amount of the Annual Contribution shall represent the difference between $300,000.00 and the WFPA's applicable annual "Fire Suppression and Protective Services Assessment" or any other special assessment levied against the Solar Project Property for the benefit of WFPA within a given year. For example, if the Fire Suppression and Protective Services Assessment (and any other special assessment for WFPA) is $25,000.00 for the calendar year in which the Annual Contribution is due, the Annual Contribution for that calendar year would be $275,000.00.

nent: Attachment #1 Janus - WFPA_Fire S

If the solar system must go offline for repairs, replacement or due to human error then it is not "generating electricity" and thereby this contractual term which includes two condition "in operation generating *and* storing electricity," are not met, what are the financial or binding components of the service agreement? If the project is not generating electricity for 6 months of one year—does that mean "Janus" is only contractually bound to 50% of the annual payment?

When the solar panels are de-energized during nighttime hours and not "generating" electricity does that factor into the financial equation? These documents require very careful reading and a modification of the terms (bold text is added after my review) such as "...for as long as the Solar Project is **being built, in place**, operational, **being decommissioned, storing or** generating electricity." As originally written, the term is just one example whereby one could argue if it is not "generating electricity" or the facility is not "generating electricity" due to being in state of non-compliance with local, state or federal law, weather emergency, darkness, in disrepair, fire danger, or decommission then the term would not apply and perhaps inadvertently will financially impact the WFPA and potentially Colusa County.

Another term, I found problematic particularly since a detailed fire plan is not available is the following term, "[i]f WFPA violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity."

9. Remedies and Termination. If Developer violates the terms or conditions of this Agreement, WFPA shall be entitled to any remedy available under applicable law or equity. If WFPA violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

When read with the "Response and Prevention Plans" term it put WFPA in a difficult position, since the "creation and drafting of both an emergency response plan and wildland fire prevention plan" has not yet occurred.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #5

Moreover, this agreement ("**made, dated and effective as of August 30, 2024**") was already executed by WFPA without substantial or public comment over the agreement **within the context of the DEIR**. See image of the agreement effective date below.

FIRE SERVICES CONTRIBUTION AGREEMENT

THIS FIRE SERVICES CONTRIBUTION AGREEMENT (hereinafter "**Agreement**") is made, dated and effective as of August 30, 2024 (the "**Effective Date**") by and between the Williams Fire Protection Authority, located at 810 E Street, Williams, California 95987 ("**WFPA**"), and RWE Clean Energy Development, LLC, a Delaware limited liability company, located at 1401 East 6th Street, Suite 400, Austin, TX 78702 ("**Developer**"). WFPA and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties."

nd Battery Storage EIR and

It was included in the August 19, 2024, Williams Fire Protection Authority Agenda ("Agenda") (merely listed as "Discussion and possible action to approve the REW/Janus Solar Agreement *without reference to the pending actions by the County, DEIR or permit application*. **The Agenda failed to provide notice that "this agreement at the August 19, 2024 meeting" would be a part of the Colusa County Official Staff Report to be considered by the County.**

If the *Fire Services Contribution Agreement* was prepared August 30, 2024, it needed to be part of the DEIR or DEIR supplementary materials for Public Comment. I noted that the *DEIR was incomplete without WFPA document/information, yet it could have been included because this document existed as of August 30, 2024*. This document was not included in the State Clearinghouse information. There was no link in the County website nor public notification to or from the County regarding the William Fire Protection Authority meeting concerning this specific agreement. *The WFPA agenda as written and actions taken fail to provide sufficient notice for public comment related to the County's project*. If one evaluates the public comments to date, fire is a predominate theme and major concern. Thus, having ability to comment and participate in the discussion on the proposed fire service contribution agreement prior to execution by the signing parties is a critical part of the public comment period. I would encourage everyone to read the Fire Services Contribution Agreement very, very carefully. It is likely other terms will be problematic.

Another document involving the City of Williams is problematic. Another less than definitive term (see Packet Pg 184), signed by a representative ("City Administrator") acknowledged and accepted a letter which states the following: "following the date the Janus project officially begin commercial operation." See image next page.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

On behalf of RWE Clean Energy and the Janus Solar and Battery Storage Project ("Janus") we are pleased to offer the City of Williams Parks and Recreation Division ("Division") an annual project donation in the amount of $15,000.00. Janus would like to begin making these payments to the Division approximately 45 days following the date that the Janus project officially begins commercial operation, and will make this same $15,000.00 payment to the Division on approximately the same date each year thereafter for a period of 34 years, consistent with the expected life of the Janus system.

We are looking forward to Janus becoming a part of your community. As such, we hope this donation will contribute to the continued services the Williams Parks and Recreation Division provides.

We would appreciate your acknowledgement of this donation by signing as shown below, and look forward to your support. If you have any further questions, please reach out to the lead developer at alex.salas@rwe.com.

Sincerely,

Venkatesh Inti

Acknowledged and accepted:

The City of Williams Parks and Recreation Division

This term, "*commercial operation"* is problematic as what defines the term, "*commercial operation*," ((generation *and* sale of electrical power) or (the date of project approval by the Colusa County Board of Supervisors) or (a date when the first physical manipulation to build the project occurs)? If the project's commercial operations are delayed due to bankruptcy, litigation, or some unforeseeable event (disrepair, malfunction, fire hazard, bankruptcy, disagreement or litigation over a fire plan), then the City of Williams may not get their anticipated "annual project donation in the amount of $15,000." Note, there was no language to include an index of inflation to the base amount in the offer ($15,000) or requiring "the agreement" as binding to all successors. The City of Williams Parks and Recreation Division was made "an offer" and "acknowledged and accepted" the offer, again without any public notice (letter/offer indicated it was signed November 21, 2024). Although the letter was dressed as a donation, there is a vague attempt for contractually toned language, yet is it truly binding into the future or merely a *non-enforceable gift* at some point in time? There is no language of binding successor in interest, etc.

It is likely I will find additional issues or items I will comment on when I review the documents again. These two documents, Fire Services Contribution Agreement and November 18, 2024, Letter to the City of Williams Parks and Recreation Division caught my attention for the overwhelming benefit provided to the Janus et al group involved in the project with the WFPA and City of Williams being significantly disadvantaged in the "deal" without including the proper public notice and comment required as part of the review process.

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

NOTICE OF PUBLIC HEARING: FOR THE JANUS SOLAR AND BATTERY STORAGE PROJECT

NOTICE IS HEREBY GIVEN THAT that the Colusa County Planning Commission will conduct a Public Hearing on Wednesday, February 5, 2025 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

Public Hearing: The Planning Commission will hold a public hearing to consider the Janus Solar and Battery Storage project and whether to adopt a resolution that would recommend that the Board of Supervisors: (1) certify the Final Environmental Impact Report (SCH Number 2024061043) including minor amendments and adopt a Mitigation and Monitoring Reporting Program; (2) find that the project is compatible with the County's Williamson Act Program; (3) approve the Use Permit; (4) approve a Development Agreement; and (5) approve a Franchise Agreement for the Janus Solar and Battery Storage project (#PD-24-24). All persons are invited to attend and be heard.

Project Location: The Project is approximately 6.5 miles southwest of the City of Williams. Access to the site is provided by Spring Valley Road and is approximately 2 miles to the south of the Spring Valley Road/Walnut Drive street intersection. The proposed Project would be located on two parcels (APN's 018-050-005 and -006) totaling approximately 886 acres currently used for cattle grazing in Colusa County, California. The Project would connect to the Cortina Substation, located on Walnut Drive, approximately 4 miles northeast of the Project site.

Project Description: The proposed Use Permit would allow the construction, operation, maintenance, and future decommissioning a solar photovoltaic (PV) power generating facility including solar PV modules, a battery energy storage system (BESS), on-site substation, a gen-tie transmission line, and other necessary supporting infrastructure (Janus Solar and Battery Storage Project). The Project would connect to the electrical grid at the existing PG&E Cortina Substation via an approx. 4-mile new gen-tie transmission line. A Development Agreement, Franchise Agreement, and a review of Project's compatibility with the County's Williamson Act Program and contract is also part of the Project.

Environmental Review: The 45-day public comment period for the Draft EIR began on September 30, 2024 and ended on November 13, 2024. Comments received during the comment period were responded to and those comments and responses are included in the Final EIR that was published on November 26, 2024.

Document Availability: The Final EIR, Draft EIR and other project documentation is available for review online at: https://www.countyofcolusaca.gov/996/Janus-Solar-and-Battery-Storage-Project. Hard copies are available for review at the Community Development Department at 1213 Market Street, Colusa, CA. 95932, (530) 458-0480 and the Colusa Main Library at 738 Market St. in Colusa, CA 95932 Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508.

If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Secretary to the Planning Commission, 1213 Market Street, Colusa, CA (530)458-0483, or by e-mail at xfowler@countyofcolusaca.gov.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: January 9, 2025

By: ___ORIGINAL SIGNED___
Patricia Rodriguez, Deputy Clerk **01/17/2025 · CCPR**

Attachment: Attachment #5 Planning Commission-Janus Solar-Staff Report 02 05 2025-Complete (10316 : Janus Solar and Battery Storage

Attachment #5

January 14, 2025

To: Colusa County Planning Commission

From: Antoinette Marsh
Sent via email to: gplucker@countyofcolusa.gov & xfowler@countyofcolusaca.gov

Re: Janus Solar and Battery Storage Project, Planning Commission, Feb 5, 2025, meeting.

I am submitting written comments in addition to previous comments submitted related to the project and the Draft Environmental Impact Report (DEIR). I read the Final Environmental Impact Report (FEIR) Janus Solar and Battery Storage Project, November 26, 2024, including the responses to comments raised by the public and supplementary materials posted to the County website (Janus Solar and Battery Storage Project Full Staff Report). Thank you for your service as the volume of documents required over 50 hours to read on a first pass.

Based on the information, I would encourage the County Commissioners to NOT recommend approval of the Conditional Use Permit to the Colusa County Board of Supervisors for the Janus Solar and Battery Storage project as currently proposed.

I am not opposed to solar power or green energy projects as these technologies have advantages when appropriately used **and properly located, including complying with all zoning requirements**. However, **the Janus Solar and Battery Storage proposal fails to be appropriate and meet the required standards on several levels: most critically the location or placement in a high fire risk area** distant from the Williams Fire Department, not meeting General Plan zoning requirements, and the Final EIR remains problematic with unmitigated significant impacts which I will further outline below, particularly related to contractual terms between Williams Fire Protection Authority (WFPA) as well as the required public notice.

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Attachment: Attachment #6 - February 5 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Attachment #5

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Attachment #5

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We are looking forward to Janus becoming a part of your community. As such, we hope this donation will contribute to the continued services the Williams Parks and Recreation Division provides.

We would appreciate your acknowledgement of this donation by signing as shown below, and look forward to your support. If you have any further questions, please reach out to the lead developer at alex.salas@rwe.com.

Sincerely,

Venkatesh Inti

Acknowledged and accepted:

The City of Williams Parks and Recreation Division

This term, "*commercial operation*" is problematic as what defines the term, "*commercial operation*," ((generation *and* sale of electrical power) or (the date of project approval by the Colusa County Board of Supervisors) or (a date when the first physical manipulation to build the project occurs)? If the project's commercial operations are delayed due to bankruptcy, litigation, or some unforeseeable event (disrepair, malfunction, fire hazard, bankruptcy, disagreement or litigation over a fire plan), then the City of Williams may not get their anticipated "annual project donation in the amount of $15,000." Note, there was no language to include an index of inflation to the base amount in the offer ($15,000) or requiring "the agreement" as binding to all successors. The City of Williams Parks and Recreation Division was made "an offer" and "acknowledged and accepted" the offer, again without any public notice (letter/offer indicated it was signed November 21, 2024). Although the letter was dressed as a donation, there is a vague attempt for contractually toned language, yet is it truly binding into the future or merely a *non-enforceable gift* at some point in time? There is no language of binding successor in interest, etc.

It is likely I will find additional issues or items I will comment on when I review the documents again. These two documents, Fire Services Contribution Agreement and November 18, 2024, Letter to the City of Williams Parks and Recreation Division caught my attention for the overwhelming benefit provided to the Janus et al group involved in the project with the WFPA and City of Williams being significantly disadvantaged in the "deal" without including the proper public notice and comment required as part of the review process.

Attachment: Attachment #6 - February 5 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

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DAVID R. NELSON
CHARLES T. YERXA, JR.

ROBERT D. CLARK
(1935-2004)

February 18, 2025

RECEIVED
FEB 19 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Daurice Kalfsbeek Smith, Chairperson
Kent S. Boes, Board Member
Randy Wilson, Board Member
Janice Bell, Board Member
Merced Corona, Board Member
Colusa County Board of Supervisors
547 Market Street
Colusa, CA 95932

Re: Janus Battery and Solar Project

Dear Chairperson Smith, Mr. Boes, Ms. Bell, Mr. Wilson and Mr. Corona:

As you have previously been made aware, I represent Colusa County landowners, Jean Terkildsen, Elizabeth Katsaris and Matthew Ferrini with regard to the proposed Janus Solar and Battery Project along Spring Valley Road. My clients own the property adjacent to the project site on its northerly and easterly border. These written comments are submitted as a part of the public hearing process with regard to the County of Colusa's consideration of the Janus Solar and Battery Storage Project's request for certification of the Final Environmental Impact Report, approval of the Mitigation Monitoring Plan, consideration of the requested Use Permit, consideration of the approval of a Development Agreement for the project and consideration for the approval of a Franchise Agreement between the County and the Janus project proponents.

PROJECT HISTORY:

While the matters to come before the Board of Supervisors, at their scheduled meeting of February 25, 2025, are based upon a new application, the project is essentially the same as the prior Janus project proposal that was denied by the Colusa County Planning Commission by a vote of 3 to 0, which decision was then appealed by Janus to the Board of Supervisors who denied the appeal with three Supervisors in favor of denial and one vote for approving the appeal. As with the prior Janus project, the current project proposes to construct and develop an 80 megawatt solar field consisting of 196,000 solar panels arrayed across 886 acres. The project will also include a battery storage system four acres in size and a 60kv transmission

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

line more than four miles in length with at least two miles of the transmission line being above ground on poles 70-80 feet in height and being located within a high fire zone. The above project description is essentially the same as that which was previously denied. The specific Board findings, for denial were stated as follows:

> "A. The project is inconsistent with the General Plan;
>
> B. The project is detrimental to the health and safety and general welfare of those in the area; and
>
> C. The project is detrimental to the rural character of the area."

Since the Board's prior denial on February 13, 2024, nothing has changed with regard to the project, the County's General Plan and the area in question that would allow for new findings. My clients submit that this is the same project, it presents the same environmental concerns, it presents the same General Plan inconsistencies, and it will have the same impacts upon those people living and working in the area.

The project was soundly denied before and should be denied once again.

FINAL EIR CERTIFICATION AND MITIGATION MONITORING PLAN ADOPTION:

An Environmental Impact Report ("EIR") is an informational document to provide accurate, fair and honest information concerning the potential environmental impacts of a project to the public and to the public agencies who consider and determine project approval. An EIR is not to be biased either for or against any project but rather must present fair and accurate information and evidence with regard to environmental impacts and reasonable alternatives as to how impacts may be mitigated.

Our review of the draft EIR, together with the final EIR leads us to conclude that the EIR before you for certification is neither fair nor accurate.

Examples of the inadequacy of the EIR include the following:

1. The determination of no significant impact with regard to the visual aesthetics of Spring Valley. Replacing the rolling hills and grazing lands of Spring Valley with 196,000 solar panels mounted on metal framework will, without question significantly impact the visual aesthetics of the area. Replacing the rolling hills with dark blue or black mirror like structures will impact the visual aesthetics and cannot be mitigated. The California Environmental

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Quality Act provides that if unavoidable impacts cannot be alleviated without changing the design of the project, the EIR must describe the reasons why the project is proposed despite the unavoidable impacts. The EIR before you is devoid of any discussion as to why the project is being proposed despite unavoidable impacts.

2. With regard to discussion of hazardous materials and particularly with regard to the battery storage aspect of the project, the EIR finds there is no significant impact. Once again the EIR fails to recognize the potential significant impact battery storage facilities create. One only has to look at the recent Moss Landing battery storage fire and the fallout of hazardous chemicals being dispersed upon surroundings properties to realize the potential significant impact.

3. The EIR concludes there is no impact with regard to land use and consistency with the general plan. In my comments to the draft EIR, I set forth 19 goals and policies from the Colusa County General Plan that are in conflict with the project. In the response to comments in the Final EIR there was no reply or discussion of these conflicting policies. Rather, the preparer of the EIR, the County of Colusa Community Development Department, focused solely on the two policies that speak to allowing a project of this type with a Use Permit. The EIR ignores discussion of the 19 conflicting General Plan policies and goals. As decision makers, you must look for consistency to the entire General Plan, not merely to two policies of the General Plan. The EIR fails in this regard.

4. The EIR failed to consider the alternative of locating the project on property that is already zoned industrial. This alternative would be the most likely alternative for this project's location. A vast area of industrial zoned property is located within Colusa County, but the EIR failed to mention or consider industrial zoned property as a project alternative. Once again the EIR fails to provide adequate discussion.

5. The Mitigation Monitoring Plan references that the vast number of mitigation requirements will be monitored by the County of Colusa. However, the plan does not set forth what county employees will be responsible for the monitoring nor does it provide for information whether the responsible Colusa County employees have the experience and expertise to be able to appropriately monitor the mitigation requirements.

As I am sure you are aware, Colusa County does not have qualified staff to undertake the extensive monitoring that will be required particularly during construction. If monitoring will have to be outsourced, who will be responsible for the cost and selection of the outsourced monitors?

The mitigation monitoring plan fails to address these very real concerns and should not be adopted.

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

USE PERMIT REQUEST:

All parties recognize that this project can only proceed if the County issues a Use Permit. By ordinance, a Use Permit is in the discretion of the Planning Commission or in this case the Board of Supervisors.

In order for the Board of Supervisors to issue the requested Use Permit, the Board must find the following:

"1. The project is consistent with the County's General Plan and all applicable provisions of the General Plan; and

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics) be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."

Twelve months ago this same Board of Supervisors, made the finding that the project is inconsistent with the General Plan, the project is detrimental to the health and safety and general welfare of those in the area and the project is detrimental to the rural character of the area. Nothing has changed to alter those previous findings. The public desires consistency in decision making and in the upholding of the goals and policies of our County's General Plan. The Use Permit should be denied.

DEVELOPMENT AGREEMENT:

The project contemplates that the County of Colusa will enter into a Development Agreement with Janus Solar. Attached to the staff report is a draft copy of the proposed Development Agreement. That agreement commits the County of Colusa to processing the project promptly and further provides that no future changes or requirements from the County can be implemented. The agreement commits Janus to the following: An estimated $80,000 per year megawatt payment, to the County, a $20,000 annual battery payment to the County and a $30,000 annual Ag land preservation fee to the County. In exchange, Janus will receive all entitlements to construct its 80 megawatt solar project and battery storage unit with none of the generated power being made available to Colusa County residents and businesses.

In our view, the proposed Development Agreement fails to address a number of significant concerns which include the following:

1. There is no provision whereby Janus and its owner, RWE Clean Energy, will indemnify the County for damages resulting from wildfire, battery explosion, hazardous material spills and/or accidents involving Janus power poles within the County right of way. The County proposes to permit Janus to locate above ground power poles within its right of way for Spring Valley Road together with locating

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

a lithium battery site as a part of the project. These aspects of the project create potential liability for the County of Colusa for which a project developer and its owner should commit to indemnifying the County from damage claims resulting from the project construction and operations. The agreement fails to provide this protection to the County of Colusa.

2. The agreement fails to address the issue of mitigation monitoring, and particularly who will perform the specific services and who will pay for them. As discussed above, the County does not have experienced staff who can be available to monitor the mitigation requirements of the project. As such, the agreement should provide that those monitors will be outsourced and the project proponent will be responsible for the cost of those services.

3. The proposed agreement waives the County's rights to monetary damages. The only benefits to the County of Colusa are the proposed monetary payments as referenced above. This draft agreement would prohibit the County of Colusa from obtaining a monetary judgment against Janus to collect those amounts. Such a waiver of damages is not in the interest of the County and should not be included within the Development Agreement.

4. The agreement does not address, when, and if ever, the County can require the system to be shut down for safety reasons or for other defaults of the project operator. To ensure its right to enforcement, the County should insist upon the ability to cause the system operation to be shut down to preserve public safety and ensure compliance with all mitigation requirements during construction and operation.

CONCLUSION:

For the reasons stated within our comments to the draft Environmental Impact Report, our comments at all prior meetings of the Planning Commission and Board of Supervisors, and for the reasons stated herein, we request that the Board of Supervisors deny certification of the final Environmental Impact Report for the project, that the Board of Supervisors deny adoption of the Mitigation Monitoring Program, that the Board of Supervisors deny approval of the requested Use Permit, that the Board of Supervisors deny entry into the proposed Development Agreement and that the Board of Supervisors deny entry into the requested Franchise Agreement.

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

We thank you for your consideration of the matters set forth herein.

Respectfully yours,

CLARK & NELSON
Attorneys for Jean Terkildsen,
Elizabeth Katsaris and
Matthew Ferrini

By
David R. Nelson

DRN:d
cc: Jean Terkildsen
Elizabeth Katsaris
Matthew Ferrini
Janus Ad Hoc Committee

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

RECEIVED
FEB 19 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

September 18, 2025

To: Colusa County Board of Supervisors
cc: Colusa County Planning Commission
cc: Williams City Council
cc: Colusa City Council

I have several concerns regarding the proposed solar project located in Spring Valley. First of all, I am very suspicious of the monetary distribution to support the various entities in the county, including schools, fire departments, civic groups, community activities, public services and community organizations because of the implied quid pro quo—"we give you money and you publicly endorse our project." I have no problem giving the money to the noted entities, but with no strings attached.

Currently there are at least 4 LLCs plus all the others involved in the contracts. Do any of the LLCs have members in another LLC or in another business entity? All the statements and even words that are questionable should be reviewed for additional analysis. Has anyone of the decision-making part of this project searched the business history of the LLCs and other entities----for ethical honest and adherence to rules and regulations related to the terms of contracts, the project itself and dealings when problems occur.

Do those "promising" funding actually have the funding resource or are the words just words without the real money and are those funds adequate to cover what has been "promised". What and where is the researched validity?
Is there any possibility of a conflict of interest between the "project giving" side of the project and the "project receiving" side? Has anyone communicated with those in San Joaquin Valley and other Southern California locations who have had experience with similar solar projects and the companies as this proposed project?

The reality is the lifetime of this project may be for "x" number of years, but there is no guarantee of an exact number. What happens when that project ceases to function? Who is responsible for the disposition of all the materials --- solar panels, the wiring, cement, etc? Sites with hazardous waste materials, contaminated soils must restore the site. That could fall to the landowner, or even to local ---county, state or? Who will be the 'payer'. If it is the government, it will be the taxpayer.
This project is not ready for the signing of the contracts. There is too much of unknown information which is the responsibility of the Planning Commission and the Board of Supervisors to obtain and to include in future discussions.

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Let us not be the mule driver who puts a carrot on the end of a stick and holds it in front of the mule to keep it working. In this case, the carrot is money. I have hopes that all of you will do the research, will think carefully and not be driven by money and power, but what is truly best for Colusa County.

It is the responsibility of the decision-makers to seriously consider all the possible "what ifs".

Thank you for accepting this letter. I sincerely hope that you will consider the enclosed concerns.

Vernette Portello Marsh Vernette Portello Marsh

Colusa County property owner and taxpayer

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

February 18, 2025

To: Colusa County Board of Supervisors

From: Antoinette Marsh
Sent via email to: xfowler@countyofcolusaca.gov & boardclerk@countyofcolusaca.gov

Re: Janus Solar and Battery Storage Project, Board of Supervisors, Feb 25, 2025, meeting.

I am submitting written comments in addition to previous comments submitted related to the project and the Draft Environmental Impact Report (DEIR). I read the Final Environmental Impact Report (FEIR) Janus Solar and Battery Storage Project, November 26, 2024, including the responses to comments raised by the public and supplementary materials posted to the County website (Janus Solar and Battery Storage Project Full Staff Report). I attended the Planning Commissioners meeting in February. Thank you for your service as the volume of documents required over 50 hours to read on a first pass.

Based on the information, I would encourage the County Board of Supervisor to NOT approve the Conditional Use Permit for the Janus Solar and Battery Storage project as currently proposed at the location.

I am not opposed to solar power or green energy projects as these technologies have advantages when appropriately used **and properly located, including complying with all zoning requirements**. However, **the Janus Solar and Battery Storage proposal "Janus" fails to be appropriate and meet the required standards on several levels: most critically the location or placement in a high fire risk area** distant from the Williams Fire Department, not meeting General Plan zoning requirements, and the Final EIR remains problematic with unmitigated significant impacts which I will further outline below, particularly related to contractual terms between Williams Fire Protection Authority (WFPA) as well as the required public notice, and other impacts cursorily addressed as mitigated or reduced to less than a significant impact with no supporting data.

As part of the Community Development Department's packet, some of the attached contractual agreements within the Full Staff Report contain some potential loopholes for "Janus" and are not the best interest for Williams nor Colusa County and as such this project should not be recommended as proposed and at that location. Moreover, it failed the public notice compliance.

The Colusa County website supplementary materials posted, "**Janus Solar and Battery Storage Project Full Staff Report**" included 165 pages. Within this document included an agreement (not previously included in the DEIR or FEIR), titled, "**FIRE SERVICES CONTRIBUTION AGREEMENT**."

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

The term on page 3.2.j (Package Pg. 178) contains the following: "…for as long as the Solar Project is in operation generating and generating electricity." Image is provided below.

1. Service Contribution, Annual Adjustment.

   a. Contribution. Developer agrees that in order to enhance WFPA services within the Service Area, Developer shall contribute to WFPA an annual contribution ("**Annual Contribution**") for each year the Solar Project is in operation generating and storing electricity (the "**Contribution Term**"). The amount of the Annual Contribution shall represent the difference between $300,000.00 and the WFPA's applicable annual "Fire Suppression and Protective Services Assessment" or any other special assessment levied against the Solar Project Property for the benefit of WFPA within a given year. For example, if the Fire Suppression and Protective Services Assessment (and any other special assessment for WFPA) is $25,000.00 for the calendar year in which the Annual Contribution is due, the Annual Contribution for that calendar year would be $275,000.00.

nent: Attachment #1 Janus - WFPA_Fire S

If the solar system must go offline for repairs, replacement or due to human error then it is not "generating electricity" and thereby this contractual term which includes two condition "in operation generating *and* storing electricity," are not met, what are the financial or binding components of the service agreement if the conditions are not both met? If the project is not generating electricity for 6 months of one year—does that mean "Janus" is only contractually bound to 50% of the annual payment?

When the solar panels are de-energized during nighttime hours and not "generating" electricity does that factor into the financial equation? These documents require very careful reading and a modification of the terms (bold text is added after my review) such as "…for as long as the Solar Project is ***being built, in place****, operational,* ***being decommissioned, storing or*** *generating electricity*." As originally written, the term is just one example whereby one could argue if it is not "generating electricity" or the facility is not "generating electricity" due to being in state of non-compliance with local, state or federal law, weather emergency, darkness, in disrepair, fire danger, or decommission then the term would not apply and will financially impact the WFPA and potentially Colusa County.

Moreover, this term places a conflict of interest with the WFPA regarding ensuring the safety, wellbeing, and inspection/legal compliance because WFPA funding is directly tied to the facility being "in operation generating and storing electricity," not just merely "***being built, in place****, operational,* ***being decommissioned, storing or*** *generating electricity*." Supervisor Kent Boes recused himself for a conflict of interest, for merely being a WFPA volunteer. Now we have a monetary component with WFPA regarding the linkage of operation and energy storing of the proposed facility. It needs to be operating and storing for WFPA to get their money. WFPA is now zipped-tied to an agreement that is detrimental to the department with a FireRod on their backside, pushing them along: this is a figurative statement and not literal—I think most astute individuals understand the metaphor with the contract term analysis. Certainly, commercial solar facilities are sophisticated and will create contracts that are one-sided, regarding the terms. See the case law below.

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Taken from *Trireme Energy Dev., LLC v RWE Renewable Ams, LLC*, NY Southern District Court, August 24, 2023; 2023 WL 5469662.

> "A contract term is unambiguous if it has a definite and precise meaning, unattended by danger of misconception in the purport of the contract itself, and concerning which there is no reasonable basis for a difference of opinion." *Orlander v. Staples, Inc.*, 802 F.3d 289, 294-95 (2d Cir. 2015) (internal citation and quotation marks omitted). "Furthermore, the ambiguity analysis should be constrained by normal rules of contract interpretation: words and phrases . . . should be given their plain meaning and a contract should be construed so as to give full meaning and effect to all of its provisions." *Id.* (internal citation and quotation marks omitted). If a contract's language is unambiguous, "the parties' intent is determined within the four corners of the contract, without reference to external evidence." *Maniolos v. United States*, 741 F. Supp. 2d 555, 566 (S.D.N.Y. 2010) (quoting *Feifer v. Prudential Ins. Co.*, 306 F.3d 1202, 1210 (2d Cir. 2002)).

Furthermore, this term as presented to the Planning Commissioners (2/5/25), (Final-2025 02 05 Janus Solar and Battery Storage DEIR Presentation.pdf) failed to fully disclose the limitation within this financial term with the WFPA. Below is an image taken from the County Staff report. This does NOT reflect the term within the WFPA agreement. If the WFPA is required to purchase equipment, then the equipment costs come from that $300,000. If the equipment costs exceed $300,000, then WFPA has no recourse and perhaps no funding for a full-time firefighter.

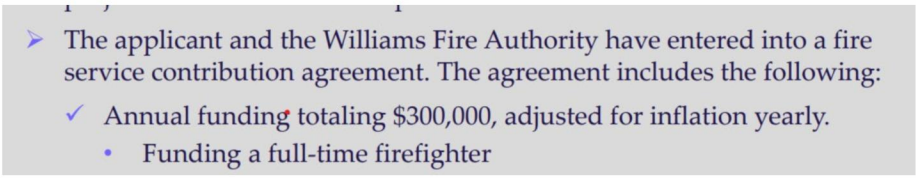

Image taken from Colusa County staff presentation (2/5/25)

Another term, I found problematic particularly since a detailed fire plan is not available is the following term, "[i]f WFPA violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity."

> 9. Remedies and Termination. If Developer violates the terms or conditions of this Agreement, WFPA shall be entitled to any remedy available under applicable law or equity. If WFPA violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

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When this remedies and termination term is read with the "Response and Prevention Plans" term it puts WFPA in a difficult position, since the "creation and drafting of both an emergency response plan and wildland fire prevention plan" has not yet occurred. This is in direct contradiction for CEQA because now the fire risk (response and prevention plans) are vague, unenforceable and lack specific performance criteria, the mitigation provisions remain unexplained and unsupported (see *Sierra Club v County of Fresno, 431 P.3d 1151, 2018*). These requirements for a "Response and Prevention Plans" are not merely cured by saying they will get done.

Moreover, this agreement ("**made, dated and effective as of August 30, 2024**") was already executed by WFPA without substantial or public comment over the agreement **within the context of the DEIR**. See image of the agreement effective date below.

FIRE SERVICES CONTRIBUTION AGREEMENT

THIS FIRE SERVICES CONTRIBUTION AGREEMENT (hereinafter "**Agreement**") is made, dated and effective as of August 30, 2024 (the "**Effective Date**") by and between the Williams Fire Protection Authority, located at 810 E Street, Williams, California 95987 ("**WFPA**"), and RWE Clean Energy Development, LLC, a Delaware limited liability company, located at 1401 East 6th Street, Suite 400, Austin, TX 78702 ("**Developer**"). WFPA and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties."

nd Battery Storage EIR and

It was included in the August 19, 2024, Williams Fire Protection Authority Agenda ("Agenda") (merely listed as "Discussion and possible action to approve the REW/Janus Solar Agreement *without reference to the pending actions by the County, DEIR or permit application*. It is difficult to determine if the WFPA agreement was reviewed by legal counsel (City of Williams or County of Colusa). **Lastly, the WFPA Agenda failed to provide notice that "this agreement at the August 19, 2024 meeting" would be a part of the Colusa County Official Staff Report to be considered by the County.**

If the *Fire Services Contribution Agreement* was prepared August 30, 2024, it needed to be part of the DEIR or DEIR supplementary materials for Public Comment. I noted that the *DEIR was incomplete without WFPA document/information, yet it could have been included because this document existed as of August 30, 2024*. This document was not included in the State Clearinghouse information. There was no link in the County website nor public notification to or from the County regarding the William Fire Protection Authority meeting concerning this specific agreement. ***The WFPA agenda as written and actions taken fail to provide sufficient notice for public comment related to the County's project***. If one evaluates the public comments to date, fire is a predominate theme and major concern. Thus, having ability to comment and participate in the discussion on the proposed fire service contribution agreement prior to execution by the signing parties is a critical part of the public comment period. **I would encourage everyone to read the Fire Services Contribution Agreement very, very, very carefully**.

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

Another document involving the City of Williams is problematic. Another less than definitive term (see Packet Pg 184), signed by a representative ("City Administrator") acknowledged and accepted a letter which states the following: "following the date the Janus project officially begin commercial operation." See image below.

On behalf of RWE Clean Energy and the Janus Solar and Battery Storage Project ("Janus") we are pleased to offer the City of Williams Parks and Recreation Division ("Division") an annual project donation in the amount of $15,000.00. Janus would like to begin making these payments to the Division approximately 45 days following the date that the Janus project officially begins commercial operation, and will make this same $15,000.00 payment to the Division on approximately the same date each year thereafter for a period of 34 years, consistent with the expected life of the Janus system.

We are looking forward to Janus becoming a part of your community. As such, we hope this donation will contribute to the continued services the Williams Parks and Recreation Division provides.

We would appreciate your acknowledgement of this donation by signing as shown below, and look forward to your support. If you have any further questions, please reach out to the lead developer at alex.salas@rwe.com.

Sincerely,

Venkatesh Inti

Acknowledged and accepted:

The City of Williams Parks and Recreation Division

This term, "*commercial operation"* is problematic as what defines the term, "*commercial operation*," (generation *and* sale of electrical power) or (the date of project approval by the Colusa County Board of Supervisors) or (a date when the first physical manipulation to build the project occurs)? If the project's commercial operations are delayed due to bankruptcy, litigation, or some unforeseeable event (disrepair, malfunction, fire hazard, bankruptcy, disagreement or litigation over a fire plan), then the City of Williams may not get their anticipated "annual project donation in the amount of $15,000." Note, there was no language to include an index of inflation to the base amount in the offer ($15,000) or requiring "the agreement" as binding to all successors. The City of Williams Parks and Recreation Division was made "an offer" and "acknowledged and accepted" the offer, again without any public notice (letter/offer indicated it was signed November 21, 2024). Although the letter was dressed as a donation, there is a vague attempt for contractually toned language, yet is it truly binding into the future or merely a *non-enforceable gift* at some point in time? There is no language of binding successor in interest, etc.

These two documents, Fire Services Contribution Agreement and November 18, 2024, Letter to the City of Williams Parks and Recreation Division caught my attention for the overwhelming benefit provided to the Janus et al group or LLC entities involved in the project with the WFPA and City of Williams being significantly disadvantaged in the "deal" without including the proper public notice and comment required as part of the review process.

The project does not comply with zoning nor the Colusa County General Plan. The Colusa County General Plan does not allow for the Project at that site and approval with disregard to the holistic environmental review and analysis to Colusa County General Plan is an abuse of discretion since land development and planning should take a holistic review, receive comment and review (public and governmental agencies) rather than piece-meal approach or try to take a backdoor approach to approve a project through a "Conditional Use Permit" when there is a question of suitability, safety, and public concern.

Attachment: Attachment #7 - February 25 2025 Public Hearing Correspondence Received (10316 : Janus Solar and Battery Storage Project)

One needs to ask why Janus chose to use a private company (Pyrologix, 2021) analysis of fire risk rather than CAL FIRE or seek out a state agency's opinion on the fire risk when doing their presentation to the Planning Commissioners. The map shown below is from a private firm showing 2021 data analysis.

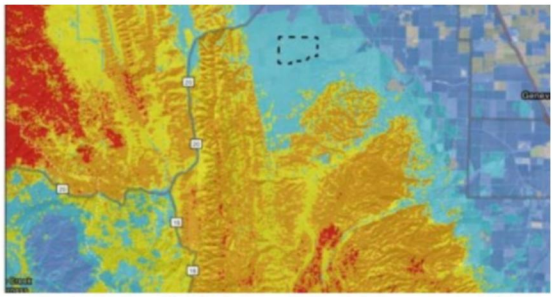
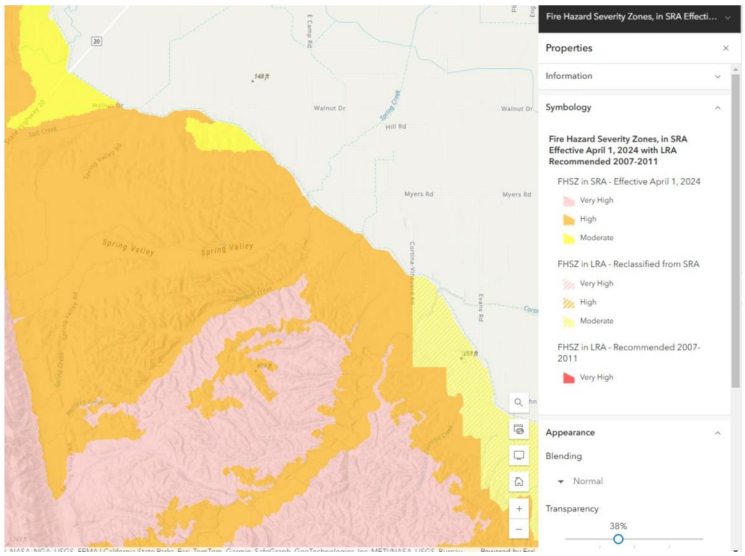


Figure 3:Site-Specific Wildfire Hazard Potential. Source: Pyrologix, 2021

Image taken from Janus presentation (2/5/25)

When location site entered into CAL FIRE mapping (see below) it showed location as HIGH risk.



The FEIR fails to explain in sufficient detail to allow the public to comment on the project's specific fire prevention plan and mitigate strategies and any specialized or site-specific tailor fire code unique to that site and the proposed facility along with established periodic monitoring for compliance. Do the wind conditions in Spring Valley remain "under 40mph conditions" as purported in the Janus analysis presented to the Planning Commission?

The proposed site is inadequate, and the FEIR is inconsistent with land use and terms within the County's general plan. A General Plan allows for landowners, neighbors, citizens and governmental agencies to plan accordingly and expect conformity for land use. If one wants to develop an industrial sized solar and chemical energy storage facility, then target lands zoned industrial. Or, participate in the next General Plan whereby an overall County General Plan can be developed with appropriately zoned properties placed in the appropriate environments where citizens, the county, and the environmental needs are met and kept safe from significant risk.

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As written the County general plan does consider areas that are **suitable** for this type of facility through the following components within the General Plan:

> Action ED 1-A: Amend the Zoning Ordinance and Zoning Map to create an Energy Park Overlay Zone and identify areas within the County suitable for this designation.
>
> Action ED 1-B: Maintain an inventory of vacant and underutilized commercial and industrial sites so that they may be targeted for development and redevelopment opportunities.

The Energy Production Overlay Zone will allow for the development of sustainable energy production facilities within the County on non-prime agricultural lands with appropriate infrastructure and in more appropriate areas. Warning: Once this facility goes in, there will be no guard rails or stopping point for additional facilities to go into this area, adjacent and spreading along the fire-prone, foothill areas. This is something I raised previously through a zone of influence analysis (see attachment; this zone of influence, regarding solar has occurred in multiple locations within the USA).

The General Plan indicates the following:

departments and fire protection agencies.

Wildfires are a potential hazard to development and land uses located in the foothill and mountain areas.. The grassland, chaparral, woodland, and forest vegetation in areas of Colusa County, coupled with hot, dry summers, present extreme fire hazards during critical fire periods

Policy SA 1-45: Require identification of an adequate water source and supply system, including adequate fire flows, prior to development in very high, high or moderate Fire Hazard Severity Zones. Major industrial and other large-scale developments may be required to provide and maintain water storage facilities to ensure adequate water supply.

Policy SA 1-46: Require new residential developments to demonstrate adequate fire flow availability (water pressure and water quantity) prior to project approval.

Policy SA 1-47: Development projects adjacent to significant wildland, forest, or open space areas with high

Therefore, I am encouraging the County to recommend that the project advocate(s) find more suitable areas (underutilized commercial and industrial sites) within the county for this development that removes the significant environmental components that the current location poses, and that any site identified for this facility complies with the General Plan.

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The noise nuisance and environmental impact is not adequately mitigated in the FEIR. I do appreciate that the FEIR included a number of corrections related to the pile drivers and steel post installation. I am surprised that the DEIR failed to include such a critical piece of equipment related to installation of the solar panels. In the FEIR, the mitigation measure statement of using an impact pile driving between 160 and 290 feet of a residential structure and limiting it to 70 strikes per day does not satisfy as a reasonable mitigation measure. More fully evaluating the pile driver and the proposal, this means that when piles (steel posts) will be installed 300 feet or more from a resident—it can occur more than 70 time per day and occur 7 days a week. **This means all day long (7 days a week) the residents located at 1830 Spring Valley Road will hear a pile driver**. **It also means any wildlife in the project proximity will hear & feel that noise.** It also means it will echo through the Valley. Please note, I submitted a digital recording of a solar installation pile driver taken ~¼ mile (~1320 feet away) if one is not familiar with the noise, disruption and/or mental irritation an operating pile driver can cause.

The mitigation measures for the Burrowing Owl and Swainson's Hawk are insufficient. The FEIR does not address the Department of Fish and Wildlife purchase of mitigation credits. Rather the FEIR proposes that additional survey work will be conducted including a limited (potentially only 3 hours) to survey the project site along with a 150-meter buffer around the project site for Burrowing Owls (Tetra Tech/2024061043, Nov 2024, page 3-2). This terrain is not easily walked nor completely flat and would be estimated to be approximately 4.5 miles or more in circumference distance (see attached map). The time listed within the FEIR could be as short as 3 hours total. For the Swainson's Hawk the buffer zone is increased to 0.5 miles which means the perimeter route is now expanded to appropriately 8 miles circumference, including lands that the project ("Janus") does not control. There is no documentation to indicate permission or even a request to do the survey work. Thus, one needs to ask if the FEIR is truly representative of mitigation measures or merely drafting a written response without determining if the mitigation measures are realistic or feasible to lessen the significant impacts.



Approximate project site with 0.5-mile buffer peripheral buffer. This is related to the Burrowing Owl (internal border) and Swainson Hawk (external border) survey work.

The DEIR failed to consider the cumulative impacts especially in relation to reasonably foreseeable future projects. The zone of influence and land use should be part of the cumulative impacts analysis, particularly relating to loss of farmland to large concentration of utility sized solar developments sprouting, growing and taking over large tracts of farmlands.

According to Ms. Monique Wilber, California Department of Conservation (12/4/24 email correspondence), she stated the following:

> "There has been *interest in updating* the *California LESA model* due to water issues (Sustainable Groundwater Management Act/SGMA) and also *due to solar development interests*. We are currently gathering information about updating the California LESA model, but we have not begun developing an updated model. Challenges include limited staff capacity and budget issues." (italic font-emphasis added)

Thus, the FEIR statements regarding the LESA modeling may not be completely up-to-date and do not completely address the concerns raised on the DEIR.

The rain-associated erosion is not adequately addressed in the FEIR. The FEIR failed to adequately address the components that occur within a solar field, concentrated flow of water from a solar panel edge and water-saturated soil strips following precipitation. This can cause a grid pattern to vegetation and soil within the Project area and potentially change the soil structure, leading to erosion or dust. In the FEIR the response merely stated the solar panels will move. Unfortunately, the sky does not provide a reliable, predictable, and set volume of rain on a predictable schedule to follow the movement of the solar panels. Hard showers will occur during a short time duration, thereby concentrating the rain off a particular edge and setting up an indentation of erosion along a strip of a concentrated water run-off source.

The Colusa County Health Department should weigh in on the risk and mitigation measures relating to coccidiodomycosis. The FEIR failed to include: the CDC recommends that prevention methods need to be better incorporated into the planning and monitoring of construction projects and *the involvement of public health practitioners into preproject reviews (specifically related to western region Solar projects)*. Nowhere in the FEIR did I locate project consultation with the local or regional health department. Nor, could I find information in the FEIR that the project plans to post information/health risks for visitors or county or governmental agents who may be required to visit the site or individual who live adjacent to the site, warning of the CDC's identified risk of coccidiodomycosis and large scale solar facilities in the western region.

Specific details of non-functional or malfunctional batteries on site is not provided. The FEIR fails to indicate how long non-functioning or malfunctioning lithium batteries, targeted for recycling or replacement will remain on site and how and the location of these non-functioning or malfunctioning batteries will be stored (see DIER 4.9-17) as they are considered hazardous waste (see DEIR 4.9-18). The FEIR only states, they will not be stored on site and will be immediately removed (is it the same day, same week or when a replacement unit come in?). What happens when new batteries arrive that are delivered to the site damaged/unusable. Immediately during off-loading the facility will not know the batteries are damaged unless some grossly visible damage, yet these are complex engineered chemical energy storage units so there will be some delay between the offloading, discovery of damage during shipment,

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and then arrangements to remove from the facility's site. This is issue is not sufficiently detailed or addressed in the FEIR. The FEIR does not include specific information requested or required as previously identified and requested in the DEIR.

The FEIR failed to address the following concern raised previously about the battery container vents. On page DEIR 4.9-20, it fails to note the material for which the pressure relief vents (or pouch seams) will be made of (aluminum or steel or some other composite material) or how they will be constructed or a specific design provided. The Megpack 2/XL only states, 'pressure-sensitive vents" or "integral and proprietary explosion mitigation system (deflagration control)" [note trade secrets are not exempted from disclosure for CEQA and DEIR; by analogy it would be the same for proprietary information]. This information was requested in my comments to the DEIR, and the FEIR did not address this concern. This item was raised because malfunctioning venting was a contributing factor to a major environmental contamination incident (air, water and soil) related to chemical tank car derailment.

There is nothing noted in the FEIR regarding workers parking on both sides of Spring Valley Road adjacent to the project. If cars park on either side of Spring Valley Road, then it creates a problem with road width, and a hot vehicle undercarriage could ignite the surrounding vegetation. If it is not prohibited, then it is foreseeable that workers will relocate outside the Project site to make use of their personal vehicles during their breaks.

Who is ultimately responsible for the site and is there successor language to make this binding? There are no details relating to the purchase agreement with the FEIR in sufficient detail to assess if this will occur as stated during the Planning Commissioners meeting (2/5/25) and impact who ultimately is held responsible for the site. This term (related to applicant purchase of property) (see below) as presented to the Planning Commissioners (2/5/25), (Final-2025 02 05 Janus Solar and Battery Storage DEIR Presentation.pdf) lacks substantial supporting evidence that the **real** property (*land beneath the personal property placed on this location*) will be purchased by the applicant. Again, reading carefully, there is a difference between real property and personal property and current owner. There was no enforceable sale agreement, county recording or memorandum of agreement included within the public document posted as part of the "Janus" project relating to the purchase of real (land) property from the current real property title holder. Moreover, there is only a recorded option to lease property between the real property owner and RWE Solar Development, LLC (f/k/a EC&R Solar Development LLC) which expires May 3, 2026. Leasing and purchasing are not the same.

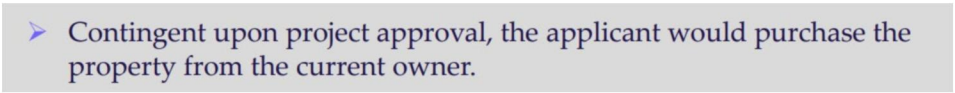

Image taken from Colusa County staff presentation (2/5/25)

The corporate structure, including the various Limited Liability Companies that are under the umbrella of Janus Solar and Battery Storage Project (or chemical storage unit) need to be clearly delineated so that verification of authority and signatures can be confirmed and ensured all obligations are cross binding within the corporate structure. Colusa County does not need to have a bankrupt company fold and then be responsible for dealing with a problem when the company is gone or in bankruptcy court.

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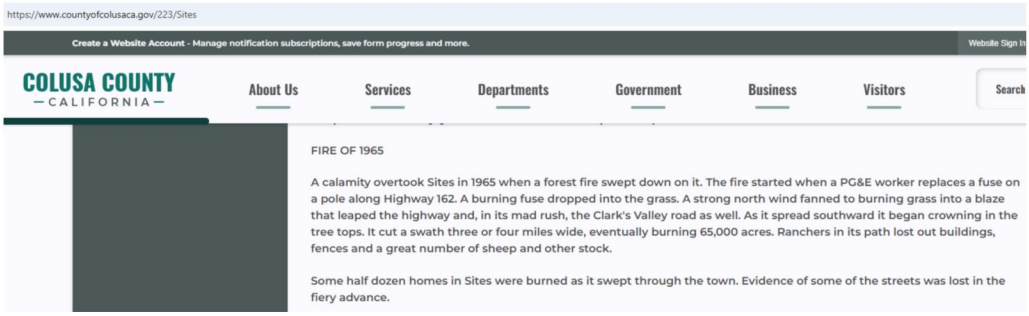
The switch from lithium-ion sub-chemistry battery storage units (DEIR) to lithium iron phosphate battery sub-chemistry storage units (FEIR) are purported to be an improvement in safety. Yet, this is newer technology with less scientific data available, so the mere statement that is an improvement is not substantiated with sufficient evidence for an adequate CEQA analysis.

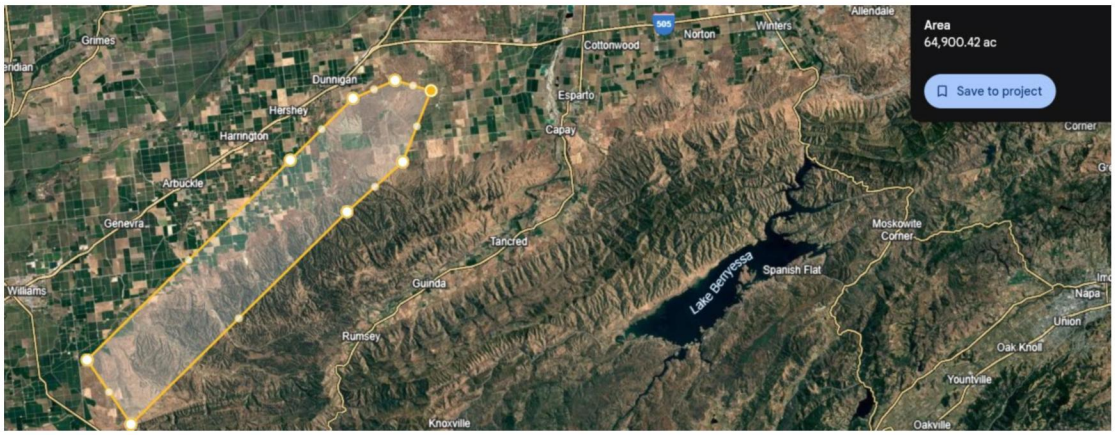
As quoted in a CAL FIRE document, "Those who cannot remember the past are condemned to repeat it." (George Santayana). I encourage the County Supervisors to read all the documents very carefully and take in the comments of everyone, including information on the county website.



What does 65,000 acres look like from the proposed site (depends on which way the wind blows). I have outlined only north and south winds. With these maps below, one can see what would happen with northwest winds.

There is a strong public safety and zoning requirement justification that an industrialized chemical storage plant **does not belong in Spring Valley.**





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Other locations may benefit from placement of the solar facility for improved tie into the grid, greater safety to the community, allow agricultural activities, and be properly zoned. The decision to build a project starts with capacity, the grid has to have room to take on a project (this has not been completely demonstrated with the Janus project in Spring Valley), and land near a connection point (other connection points are possible in Colusa County for alternative sites). In the FEIR, the alternative sites analysis, including alternative size, is only given cursory reviewer and lacks sufficient analysis to be compliant with CEQA requirements. The FEIR failed to evaluate needed capacity, ability of the grid to take the energy, or other lands near logical connections points in the grid.



Image taken from Madison Solar Facility, demonstrating bean harvest within solar arrays. Agrivoltaics is the use of land for both solar power generation and agriculture. This could be considered an alternative option.

In conclusion:

The FEIR does not adequately address the environmental impacts raised earlier in my submitted comments (prior comments incorporated herein by reference) and the project does not comply with the Colusa County General Plan. It is an industrialized proposal for offsite energy sale (does not directly benefit local residents' electrical rates) and holding energy by way of chemical storage units.

Learns the ins-and-outs of these solar facilities and the lessons learned from this project, the hard questions to ask, find a better suited location for it, apply the newest proven advances where solar, agriculture and the community all benefit, and finally follow correct policies and procedures for public comment to ensure compliance with CEQA.

Therefore, I would encourage and support the County Board of Supervisors decision NOT to approve the currently proposed project AT THIS SITE.

References/citations available upon request.

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For additional information & citation on the solar farm & panel fire events:

Jackson County, Florida, https://www.mypanhandle.com/news/fire-breaks-out-at-jackson-co-solarfarm/?utm_campaign=socialflow&utm_source=facebook.com&utm_medium=referral&fbclid=IwZXh0bgNhZW0CMTEAAR1tZqyjHImvturvFGFd0KMd4pAAW4Bipa8yHVKb7UKNht36PBRbFFTP9DQ_aem_xQ5jQi0AyASmtbIa94cz0w (last visited 12/30/24).

Convergent Solar Farm (Chaumont Fire) in the Town of Lyme, New York, https://www.informnny.com/abc50-now/investigation-into-lyme-solar-farm-fire-begins/ (last visited 12/30/24

https://www.kdrv.com/news/firewatch/eagle-point-solar-farm-working-with-fire-district-3-after-two-grass-fires-in-two/article_42bc7ed2-81ab-11ef-9329-f306386f6e42.html (last visited 12/30/24)

Eagle Point solar farm working with Fire District 3 after two grass res in two months

By:fiIsabelafiLund,fiRockyfiWalker
Oct 3, 2024

1 of 3



Credit: Fire District 3



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EAGLE POINT, Ore. -- A solar farm at 1035 Highway 234 in Eagle Point is working with Fire District 3 after two grass fes in two months.

According to a Facebook post from Fire District 3, the fst grass fe happened on July 31 and was about seven acres. The most recent fe happened on Sept. 30 at the same
The farm currently operates 33,000 panels.

"After the fe on July 31st, immediately began working with the company (Soltage, LLC) who owns the solar panels to develop a plan," the release said. "Both grass fes were caused by overheated electronic panels that failed and then subsequently dropped molten electronics onto the dried grass."

After July, Fire District 3 worked with Soltage to address the cause of the fe.

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"With the fe danger restrictions in place, they were unable to mow the 115 acres of dried grass after the fe in July," the release said. "With our guidance, Soltage added fe breaks around the outer perimeter and into the interior of the grid."

Soltage also has not reconnected the panels to the power grid, the release said, and moved them so they were as far away from dry grass as possible -- but there is still the potential of more fes.

"Solar panels cannot be fully de-energized," the release said. "If the sun is shining, electricity is being produced within the panels. There is no 'o
electricity from being produced within the panels and the internal components."

NewsWatch 12 spoke with Jack Barksdale, longtime solar system inspection and maintenance personnel and cofounder of American Union of Solar System Inspectors.

He said incidences like these mostly occur when there is a weak physical connection between wires with a high current running through them, thus creating heat.

Barksdale calls these “thermal” events rare, but almost always caused by external factors such as lightning strikes or mostly animals.

“It’s more commonly an external factor that causes things like that to happen,” Barksdale said

Fire District 3 said that while there is still a chance of panels failing, the fuel breaks in place and cooler weather lessen the chances of another

Barksdale said the possibility of more panels failing is likely due to an underlying problem, or something that can get exacerbated by the panel failures that occurred during the summer.

“An electrical problem at point A, even though at the time it was just point A, can
fact downstream or upstream equipment," he
said.

The district and Soltage are still working towards solutions.

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"We are working with Soltage to fid a safe solution, however, they must provide a plan that meets our stipulations before we will approve a safe return to normal operations," the release said.

Isabela Lund is the digital content manager at NewsWatch 12. You can reach her at ilund@kdrv.com.

Rocky Walker is a reporter and producer at NewsWatch 12. You can reach him at rwalker@kdrv.com.

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DEIR needs to analyze relative to **zone of influence** and loss of farmlands as required by CEQA. By not including solar developments into the LESA analysis, it leads to incorrect analysis relative to farmland loss as well as foreseeable environmental impacts.

Moreover an alternative site analysis is insufficient and lacks compliance with CEQA.

- Location of major lines & generation of gen-tie in. Energy generating facilities need or desire to be near the major conveyance lines.
- A high voltage line runs along the county foothills from north to south.
- This predicts where "large solar facility" will be preferred to be placed due to costs associated with transmission connections and cost to acquire open ground.
- These locations are also in a high fire danger and access challenged area.
- Not requiring underground lines set precedence for subsequent solar operations to just tie into overhead lines perpetuating the initial issues identified.
- Allowing BESS set precedence for subsequent solar operations.

LESA model in DEIR fails to account for solar large scale developments zone of influence (ZOI).

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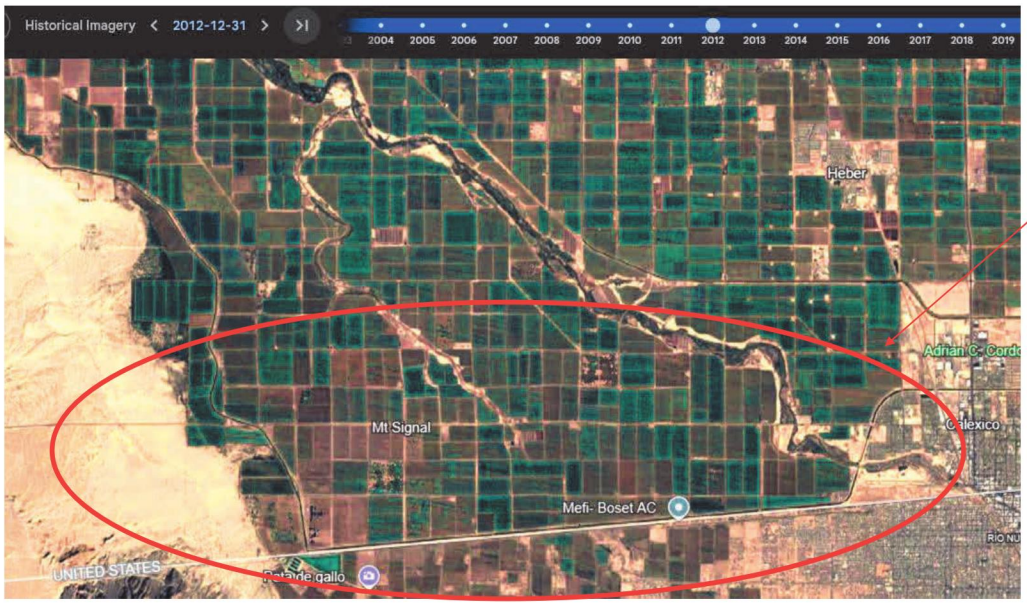
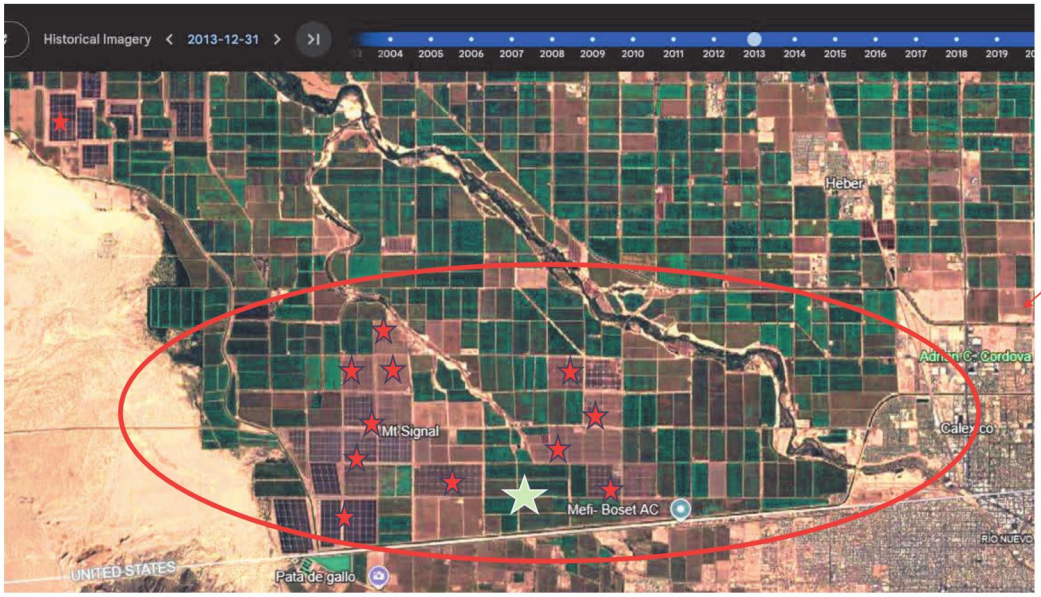
Imperial County California: 2012, ZOI factor



Focus on changing landscape

Imperial County California: 2013



Focus on changing landscape & island of farmland;

★ = solar installations, not all solar is marked, as too numerous

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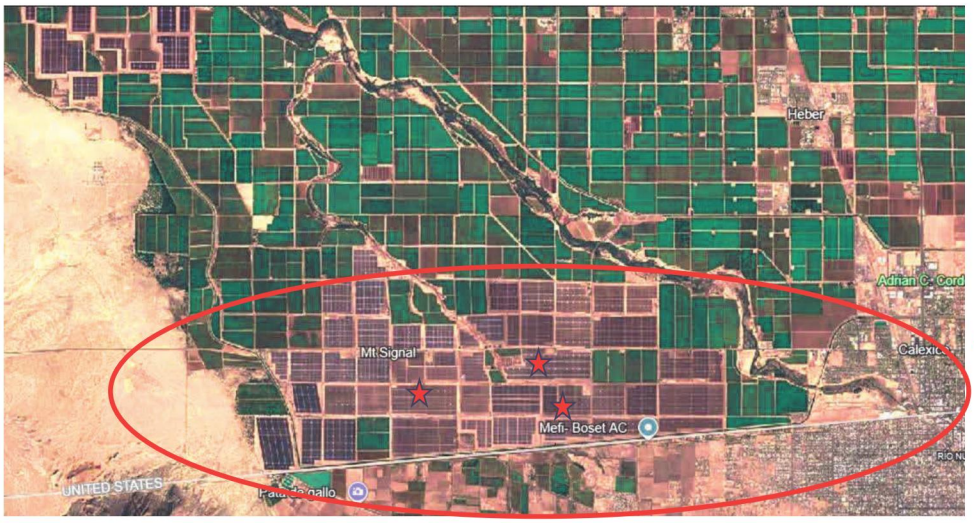
Imperial County, California, 2020, ZOI



Focus on changing landscape: Island of farmland; **GONE**

Impact of Solar to Mount Orab, OH, from 2017 to 2022; **LESA model in DEIR does not account for solar & ZOI.**





Last update (correction) to LESA model Appendices A and B (**dated 2011**) per Conservation.ca.gov;. Does the DEIR modeling account for changes to solar development; what and how do factor weight impact analysis, ZOI, and are they current and being applied correctly?

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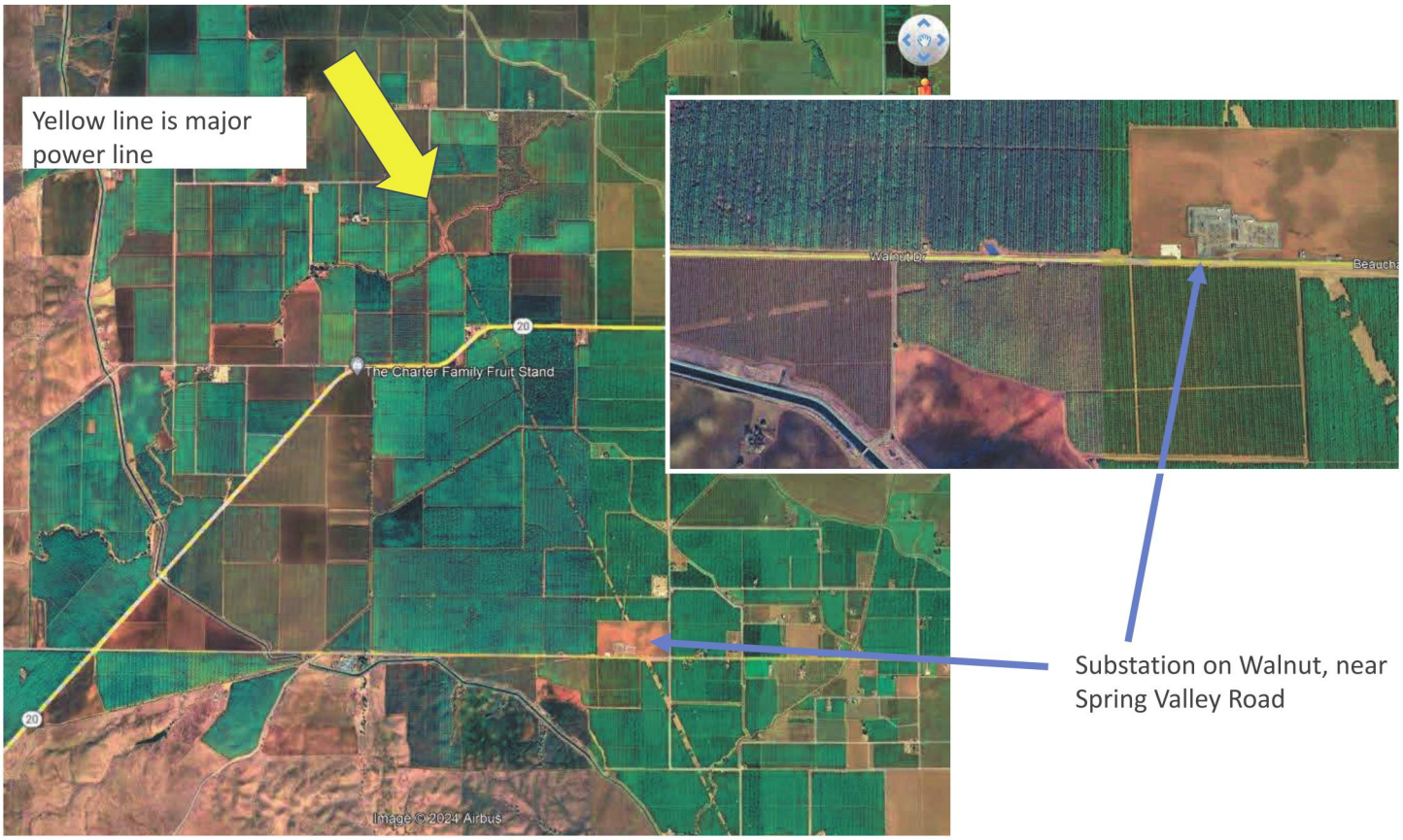
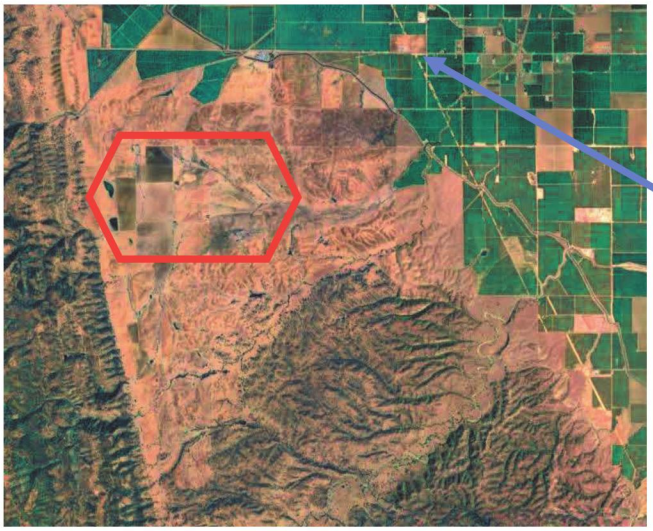
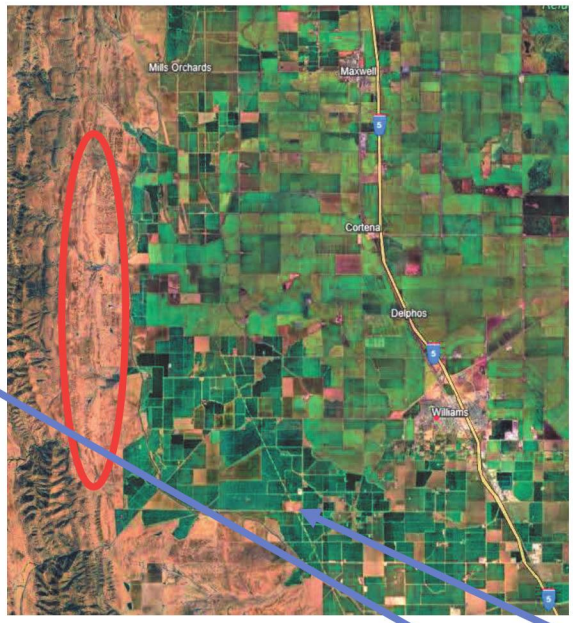
- Any Permit, County General plan or ordinance needs to anticipate & correctly model impacts of utility size (large scale) solar developments occurring, particularly if there is a main electrical conduit, substation and/or Gen-tie in nearby. In the aternative site analysis, infrastructural needs was not complete.



Red outlined areas may become solar lands and no longer farmland due to zone of influence by initial >600 ac solar facility and Gen-tie in; could also include south of displayed location below.





Substation on Walnut, near Spring Valley Road

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RWE

January 29th, 2025

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Gerry Nall, Planning Commissioner
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Colusa County Planning Commission
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boardclerk@countyofcolusaca.gov

Re: Addressing the recent Moss Landing Battery Storage Fire in Monterey County and how it relates to the proposed Janus Solar and Battery Storage project in Colusa County.

Dear Planning Commissioners Yerxa, Krug, Pendleton, Nall, and McCullough,

The intent of this letter is to proactively address any concerns that the Planning Commission may have regarding the recent fire incident at the Moss Landing Energy Storage Facility ("Moss Landing BESS") in Monterey County. RWE is a leader in the renewable industry in the United Staes and abroad. The safety of our stakeholders and partners is paramount, which drives our daily mission to build and operate sites which incorporate the latest technology and are constructed to the most stringent codes and standards available. Our Engineering, Safety, Development teams, and third-party subject matter experts meet regularly to ensure we are constantly evaluating equipment and design criteria with the goal of being “Safe by Design”.

RWE acknowledges the significance of safety relating to the battery storage component of Janus. This has been a primary discussion topic with Colusa County officials and the public in general. While the Moss Landing Incident is not an RWE facility, we understand there may be questions as it relates to Janus given the proximity in California and think it is important for us to present the facts surrounding that incident and our project. We want to elaborate on RWE’s commitment to mitigating risks at Janus through safety by design, superior

Attachment: Attachment #8 JANUS_Response to Moss Landing Incident (10316 : Janus Solar and Battery Storage Project)

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RWE

equipment selection, and excellence in operations and maintenance. There are numerous, significant differences between the Moss Landing Facility and what is proposed for the Janus project. We will highlight these aspects but, before we do, it's important to provide you with our understanding of what happened at Moss Landing.

Also noteworthy is that fire-related incidents at BESS facilities are exceedingly rare. Over the past decade, there have been only 20 incidents across the U.S., amidst a 25,000% increase in energy storage deployment since 2018. Notably, incidents like the one at Moss Landing have shown that fires are generally contained within the facility, with air quality in neighboring areas remaining safe during and afterward. Laboratory testing shows that emissions from lithium-ion cells in thermal runaway are similar to those from plastics fires, and water quality testing after similar incidents has shown no instances of toxicity.

Overview of the Moss Landing Incident

On January 16, 2025, a fire started at the 300-Megawatt Phase I indoor facility at Moss Landing. It was swiftly contained to one building and monitored closely by the facility's owner, first responders, and agencies like the Environmental Protection Agency (EPA). The fire condition was present for approximately 48 hours with the overall event lasting approximately 3 days, due to the fact that copious amounts of water were used to contain what was, in effect, a structural fire containing batteries. Industry best practice is to allow a failed BESS container to self-consume and not apply water to the effected container but rather cool adjacent units which minimizes the duration of the incident to several hours and yields minimal environmental impacts.

The Moss Landing BESS is an anomaly within the industry. While most modern projects favor outdoor installations for optimal ventilation and emergency accessibility, this facility was housed inside a retrofitted 1950s thermal power plant. Less than 1% of global utility-scale energy storage systems are housed indoors. In contrast, RWE is proposing an outdoor facility incorporating modern safety features and adhering to the highest codes and standards which includes separation of battery containers, eliminating the potential for propagation of fire from one container to another. The design at Janus provides 360-degree visibility to both Operations and Emergency Services personnel which is not possible at indoor facilities.

The batteries at Moss Landing were manufactured in 2017, comprised of a nickel manganese cobalt (NMC) lithium-ion sub-chemistry, which possess a significantly lower ignition point than newer systems. The ignition point and chemistry within these earlier generation batteries have been significantly improved upon in the last several years, yielding batteries which are much more stable and are not prone to experiencing a thermal runaway. The Moss Landing BESS was commissioned before the introduction of the NFPA 855 fire codes and UL 9540A testing standards—guidelines now widely adopted for fire safety and system design. Conversely, Janus will fully comply with NFPA 855 standards. The proposed Tesla Megapack 2XL batteries, utilizing lithium iron phosphate (LFP) sub-chemistry,

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RWE

feature a significantly higher ignition point and are UL 9540A tested and certified as a standard product offering.

Moss Landing lacked advanced safety technologies, such as a centralized Battery Management System (BMS), relying instead on outdated fire prevention which proved ineffective in preventing a thermal runaway event. Early evidence suggests protection system failure was a catalyst for the thermal event. The technology planned for Janus includes innovative safety features, such as temperature control, automatic venting, and a robust BMS for continuous monitoring and remote automated shutdown.

Emergency Response and Post Incident Analysis

Learning from incidents is critical as it drives improvements in equipment and technology, design criteria and best practices for response to incidents. RWE has been collaborating with Colusa County and the Williams Fire Protection Authority since the inception of the Janus project, evaluating and improving its design based on the most recent industry trends in terms of safety and technology. We consistently do the same for all our projects in development and construction phases to ensure that we are continuously incorporating lessons learned and knowledge gained from the industry as a whole. RWE has never had a significant incident at any of our Solar or BESS facilities, yet we continue to incorporate safeguards, create robust Emergency Services Response Plans, and partner with local First Responders so that any incident results in the best possible outcome and that the communities we operate in are safe. The Moss Landing fire was contained without injury to the facility's personnel or first responders, and ongoing air quality surveillance throughout the event reported no excessive particulate levels. The EPA's assessment confirmed there was no public health risk, underscoring the industry's dedication to safety.

The Fire Department's response adhered to industry standards developed for such events. Although an evacuation was initially ordered, it was lifted within 24 hours, confirming the incident's containment. All personnel were evacuated safely, and no injuries have been reported. Similarly, Janus is dedicated to ensuring first responders are prepared for any emergency, however unlikely. This commitment is reflected in our development of an Emergency Services Response Plan in conjunction with the Williams Fire Protection Authority (WFPA). This plan will outline emergency procedures, including evacuation plans, and include training provisions for the WFPA and associated agencies. Additionally, Janus has pledged ongoing annual funding to ensure the WFPA is equipped for emergencies. This support benefits Colusa County residents throughout the project's lifespan, irrespective of project site service calls.

In conclusion, the Moss Landing incident is a serious matter, offering valuable lessons for the industry to prevent future occurrences. For RWE, it reaffirms our pledge to develop, build, and operate safe, reliable renewable energy facilities and strengthens our commitment to building a lasting partnership with Colusa County over the next 35 years—delivering a project that generates safe, clean, reliable electricity and directly results in significant benefits for generations to come.

Attachment: Attachment #8 JANUS_Response to Moss Landing Incident (10316 : Janus Solar and Battery Storage Project)

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RWE

Thank you for your attention. We look forward to presenting the Janus Solar and Battery Storage project's merits at the upcoming hearing on February 5th and are available to address any further questions or comments.

Sincerely,

DocuSigned by:
DC674F8380934AB...

Alex Salas
Manager, Utility-scale Development
RWE Clean Energy

DocuSigned by:
BEDDCFB18E4D407...

David Raines
Sr. Director, Fire Protection and Prevention
RWE Clean Energy

Attachment: Attachment #8 JANUS_Response to Moss Landing Incident (10316 : Janus Solar and Battery Storage Project)

NOTICE OF PUBLIC HEARING: FOR THE JANUS SOLAR AND BATTERY STORAGE PROJECT

NOTICE IS HEREBY GIVEN that the Colusa County Board of Supervisors will conduct a Public Hearing on Tuesday, February 25, 2025 at 9:30 a.m., or as soon thereafter as the matter can be heard, in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

Public Hearing: The Board of Supervisors will hold a public hearing to consider the Janus Solar and Battery Storage project and whether to: (1) certify the Final Environmental Impact Report (SCH Number 2024061043) including minor amendments and adopt a Mitigation and Monitoring Reporting Program; (2) find that the project is compatible with the County's Williamson Act Program; (3) approve the Use Permit; (4) adopt an Ordinance approving the Development Agreement; and (5) adopt an Ordinance approving a Franchise Agreement for the Janus Solar and Battery Storage project (#PD-24-24). On February 5, 2025, no vote on the above-listed action was taken by the Colusa County Planning Commission on the resolution since the motion to deny and the motion to approve both failed to garner a second by the Commission. All persons are invited to attend and be heard.

Project Location: The Project is approximately 6.5 miles southwest of the City of Williams. Access to the site is provided by Spring Valley Road and is approximately 2 miles to the south of the Spring Valley Road/Walnut Drive street intersection. The proposed Project would be located on two parcels (APN's 018-050-005 and -006) totaling approximately 886 acres currently used for cattle grazing in Colusa County, California. The Project would connect to the Cortina Substation, located on Walnut Drive, approximately 4 miles northeast of the Project site.

Project Description: The proposed Use Permit would allow the construction, operation, maintenance, and future decommissioning of a solar photovoltaic (PV) power generating facility including solar PV modules, a battery energy storage system (BESS), on-site substation, a gen-tie transmission line, and other necessary supporting infrastructure (Janus Solar and Battery Storage Project). The Project would connect to the electrical grid at the existing PG&E Cortina Substation via an approx. 4-mile new gen-tie transmission line. A Development Agreement, Franchise Agreement, and a review of the Project's compatibility with the County's Williamson Act Program and contract are also part of the Project.

Environmental Review: The 45-day public comment period for the Draft EIR began on September 30, 2024, and ended on November 13, 2024. Comments received during the comment period were responded to and those comments and responses are included in the Final EIR that was published on November 26, 2024.

Document Availability: The Final EIR, Draft EIR and other project documentation is available for review online at: https://www.countyofcolusaca.gov/996/Janus-Solar-and-Battery-Storage-Project. Hard copies are available for review at the Community Development Department at 1213 Market Street, Colusa, CA. 95932, (530) 458-0480 and the Colusa Main Library at 738 Market St. in Colusa, CA 95932 Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508.

If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Secretary to the Planning Commission, 1213 Market Street, Colusa, CA (530)458-0483, or by e-mail at xfowler@countyofcolusaca.gov.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: February 6, 2025

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk **02/07/2025 · CCPR**

Attachment: Proof of Publication (10316 : Janus Solar and Battery Storage Project)