**Planning Commission**
546 Jay Street, Suite 108
Colusa, CA 95932

**SCHEDULED**

Meeting: 01/08/25 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Greg Plucker
Initiator: Greg Plucker
Sponsors:
DOC ID: 10201

**PLANNING COMMISSION (ID # 10201)**

**Detail**

**Applicant:** Janus Solar PV, LLC
**General Plan:** Agriculture General (AG), Agriculture Upland (AU)
**File:** EIR and Use Permit #PD-24-24
**Zoning:** Foothill Agriculture (F-A), Exclusive Agriculture (E-A)

**Formal Title / Summary**

**Public Hearing and consideration 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 consideration 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 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.

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 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 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.

**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 7:00 am to 7:00 pm, and on-site could occur 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 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 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.

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 provide 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

**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 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 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.

**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.

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 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"; 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 representative 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. Argument, 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 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.

**Assembly Bill (AB) 205 Approval Process**

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.

**County Financial Involvement in the Project**

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 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. 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.

- 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.

- 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 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 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.

**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 considered 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" are the Findings of Fact that would support an approval recommendation of the Final EIR to the Board of Supervisors.

**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 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

**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 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.

**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 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 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 environment 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.

**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).

**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 8th day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

_____

Chair, Planning Commission

**ATTEST:** Greg Plucker, Secretary to the Colusa County Planning Commission

_____

Patricia Rodriguez, Deputy Board Clerk

**APPROVED AS TO FORM**

_____

Jennifer Sutton, Sr. Deputy County Counsel

# 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.

# 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.

# 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.

# 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.

# 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.

U. 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.

# 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

# 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**<br>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**<br>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:<br>• 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.<br>• When materials are transported off site, they shall be wetted and covered securely, and at least 2 feet of freeboard shall be maintained.<br>• Limit traffic speeds on unpaved roads to 15 miles per hour.<br>• 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.<br>• Curtail construction activities when the County's Air Quality Index exceeds 150.<br>• 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 |

# 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.<br>• Signage will be placed on Spring Valley Road describing the 15 mile per hour speed limit for heavy vehicles.<br>• 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:<br>○ Read and understand applicable mitigation measures and have them available at the job site.<br>○ Implement the mitigation measures and ensure that all employees, workers, and subcontractors know their dust control responsibilities.<br>○ Use contingency control measures when primary controls are ineffective.<br>○ Monitor the worksite for compliance with the dust control mitigation measures.<br>○ Maintain a daily log monitoring the implementation and effectiveness of the control measures, including off-site emissions due to material transport and other activities.<br>• Each day during construction, the construction contractor shall keep a daily log of dust conditions that includes the following information:<br>○ Date<br>○ Time<br>○ Wind speed<br>○ Temperature<br>○ Minutes off-site visible emissions were observed darker than 20 percent opacity, including date, time, location, and work activity<br>○ Soil conditions (damp, dry, etc.)<br>○ 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**<br>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 |

# 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**<br><br>**Crotch's Bumble Bee**<br>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.<br><br>**Burrowing Owl**<br>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.<br><br>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 |

# Exhibit "A.2"

| 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.<br><br>**Swainson's Hawk**<br>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.<br><br>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.<br><br>**American Badger**<br>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**<br><br>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 |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| 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.<br>• 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.<br>• 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.<br>• 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.<br>• 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. | | |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| | No handling of special status species shall occur without consultation with the applicable agencies (CDFW, USFWS).<br>• 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.<br>• Vehicular traffic shall use existing routes of travel. Cross country vehicle and equipment use outside of the Project properties shall be prohibited.<br>• A speed limit of 15 miles per hour shall be enforced within all construction areas.<br>• 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.<br>• Workers shall be prohibited from bringing pets to the Project site and from feeding wildlife in the vicinity.<br>• Intentional killing or collection of any wildlife species shall be prohibited.<br>• 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**<br><br>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.<br><br>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 |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| | 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**<br>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**<br>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 |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| 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. | | |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| **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**<br>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**<br>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**<br>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 |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| **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**<br>The Project shall implement the following construction management protocols to minimize noise impacts during construction:<br>• 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;<br>• Maintain all construction tools and equipment in good operating order according to manufacturers' specifications;<br>• Limit use of major excavating and earth-moving machinery to daytime hours;<br>• 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;<br>• 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;<br>• 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;<br>• 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;<br>• A vibratory pile driver will be used for any pile driving activities occurring within 160 feet of a residential structure;<br>• Impact pile driving occurring between 160 feet and 290 feet of a residential structure will be limited to 70 strikes per day; and<br>• 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 |

# Exhibit "A.2"

| 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**<br>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.<br><br>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.<br><br>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**<br>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 |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| 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:<br>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<br>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 | |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| **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**<br>● 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.<br><br>Implementation measures shall include three Fuel Modification Zones:<br><br>○ Zone 1: Non-combustible, pervious surface (gravel, DG, or similar).<br>▪ 0-30 feet from BESS and Substation.<br>▪ 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.<br>○ Zone 2: Grass maintained at stubble height (~ 2 inches).<br>▪ 0-20 feet from the Project's perimeter.<br>▪ 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.<br>○ Zone 3: Grass maintained at 4 inches in height.<br>▪ 0-20 feet from all PV arrays, 30-100 feet from BESS and Substation<br>▪ 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.<br>▪ 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 |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| | ▪ **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:<br><br>○ 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.<br><br>○ 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.<br><br>○ 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 | | |

# Exhibit "A.2"

| Impact | Requirement | Timeframe of Mitigation | Monitoring, Enforcement, and Reporting Responsibility |
|---|---|---|---|
| | 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.<br>• Compliance with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis.<br>• 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.<br>• 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 |

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**

# 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).

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).

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).

***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**

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.

- 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**

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.

***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.***

**<u>Potentially Significant Effect</u>**

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 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**

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 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 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 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**

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**

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 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**

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.***

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.***

**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

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**

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.***

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).

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

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.

***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).

***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

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**

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,

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

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).

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).

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.***

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

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

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;

- 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.

**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).

***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.

***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***

***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.

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**

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.

***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>**

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.

**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.

**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.

***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.

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

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

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

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**

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.

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

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

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

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.

# 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

# 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

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.

# 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

Exhibit "C.1"



# 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.

## 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.

**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.

**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.

> (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.

**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

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.

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:

**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

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.

**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.

**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

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.

## 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

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.

**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.

**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<br>BOARD OF SUPERVISORS<br>547 Market Street, Suite 108<br>Colusa, CA 95932 | Colusa County Community Development Department<br>ATTN: Community Development Director<br>1213 Market Street<br>Colusa, CA 95932 |
| 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]

# 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

# 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

# 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))

# 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.

# Exhibit "C.1"

## Exhibit D

## Processing Fees

There are no additional Community Development Department Entitlement Processing Fees applicable to the Project. 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.

# 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.

# 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.

# 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.

# 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.

(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

# 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

# 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

# Exhibit "E"

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

# Exhibit "E"

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

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.

# 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.

# 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

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

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.

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]

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
F8E318589D3C494...
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 #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 #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

# 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, January 8, 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 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 gplucker@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: December 9, 2024

By: ____ORIGINAL SIGNED_____
Patricia Rodriguez, Deputy Clerk **12/13/2024 · CCPR**

**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.

**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 8th day of January, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

_____

Chair, Planning Commission

**ATTEST:** Greg Plucker, Secretary to the
Colusa County Planning Commission

_____

Patricia Rodriguez, Deputy Board Clerk

**APPROVED AS TO FORM**

_____

Jennifer Sutton, Sr. Deputy County Counsel