

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



February 20, 2007

Advice Letter 2743-G/2859-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Section 851 Transaction – Shiloh I Wind Plant Project Access Road

Dear Ms. de la Torre:

Advice Letter 2743-G/2859-E is effective August 25, 2006. A copy of the advice letter and resolution are returned herewith for your records.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director
Energy Division

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REGULATORY RELATIONS DEPARTMENT

FEB 21 2007

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REGULATORY RELATIONS DEPARTMENT

FEB 21 2007



**Pacific Gas and
Electric Company**

Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric
Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

July 11, 2006

Advice 2743-G/2859-E

(Pacific Gas and Electric Company ID U 39 M)

**Subject: Section 851 Transaction – Shiloh I Wind Plant Project
Access Road**

Public Utilities Commission of the State of California

Purpose

Pacific Gas and Electric (PG&E) submits this filing seeking approval under Public Utilities Code § 851 to consent to Shiloh I Wind Project LLC's (Shiloh) use of PG&E's exclusive easement to construct, use, and maintain an access road.

Background

On September 22, 2005, PG&E filed Advice Letter 2714-E requesting Commission approval under Public Utilities Code § 851 to consent to Shiloh I Wind Project LLC's use of PG&E's exclusive easement for the installation of an electric distribution line. The Project is part of a larger wind energy project planned by Shiloh which involves the development and construction of up to 120 wind turbines to generate approximately 180 megawatts of electricity. On January 12, 2006, the Commission issued Resolution E-3970, approving Advice Letter 2714-E (Attachment 1).

Shiloh determined that a road easement was secondary to their need for an easement to install an electric distribution line. As a result, Shiloh elected to pursue a road easement in a separate filing so as not to potentially risk their primary objective in Advice Letter 2714-E by combining it with a lesser requirement.

Shiloh intends to construct, use, and maintain an access road to support the operation and maintenance of the Shiloh I Wind Project. Therefore, PG&E requests Commission approval under Public Utilities Code § 851 to consent to Shiloh's use of PG&E's easement area to construct, use, and maintain an access road on PG&E's easement property in Solano County.

In accordance with Resolution ALJ-186, Appendix B, Section III.B, PG&E provides the following information related to the proposed transaction:

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

Pacific Gas and Electric
Company
Andrew L. Niven
Peter Van Mieghem
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-2902
Facsimile: (415) 973-5520
Email: PPV1@pge.com

Shiloh I Wind Project LLC
Alec Johnsen, Property Agent
Land Management
1125 NW Couch St., Suite 700
Portland, OR 97209
Telephone: (503) 796-6991
Facsimile: (503) 796-6906
Email:
Alec.Johnsen@PPMEnergy.com

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

The property is located in southeastern Solano County, California in a rural agricultural area in the Montezuma Hills. The property is designated as Assessors Parcel Number (APN) 0048-060-230. The dominant existing land uses are dry-land farming and livestock grazing. The property currently has existing wind energy projects in use, such as the enXco V Project and the High Winds Project, to meet regional energy needs by harnessing the renewable wind resources in the Collinsville-Montezuma Hills Wind Resource Area. PG&E has an exclusive easement on the property for its 500 kV transmission line (Attachment 2).

(c) Intended Use of the Property:

In Resolution E-3970, PG&E received Commission approval to grant Shiloh a consent agreement for the use of PG&E's exclusive easement areas to install an electric distribution line as part of a larger wind energy project planned by Shiloh which involves the development and construction of up to 120 wind turbines to generate approximately 180 megawatts of electricity. As part of Shiloh's wind energy project, Shiloh is requesting a

consent agreement to construct, use, and maintain a 16 feet wide, 155 feet long access road across PG&E's exclusive easement (Attachment 3). The access road would support the operation and maintenance of the Shiloh I Wind Project currently being constructed in the area.

The Project will not interfere with PG&E's existing facilities. Maps of the crossing areas are provided (Attachment 4).

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

PG&E is not collecting any fees associated with granting consent to Shiloh's use of PG&E's exclusive easement. PG&E is not granting a property right itself, but merely consenting to permit the landowner to grant a property right. PG&E's consent to allow another party to occupy what would otherwise be PG&E's exclusive easement area does not rise to the level of a right that has any realizable economic value to PG&E.

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

Not applicable.

(f) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II(A) of Resolution ALJ-186 Are Satisfied:

PG&E has provided information in this advice letter to meet the eligibility criteria under the advice letter pilot program. Under the CEQA Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency. The proposed transaction will not have an adverse effect on the public interest. In fact, the proposed transaction will serve the public interest because it is part of a larger wind energy project that will create an additional source of renewable energy to meet regional energy needs. The proposed transaction meets the financial threshold of \$5 million since PG&E is not collecting any fees associated with granting consent to Shiloh's use of PG&E's exclusive easement to construct, use, and maintain an access road. Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations.

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

Not applicable.

- (h) For Sales of Real Property and Depreciable Assets, the Advice Letter Shall Include the Original Cost, Present Book Value, and Present Fair Market Value, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):**

Not applicable.

- (i) For Leases of Real Property, the Advice Letter Shall Include the Fair Market Rental Value, and a Detailed Description of How the Fair Market Rental Value Was Determined:**

Not applicable.

- (j) Additional Information to Assist in the Review of the Advice Letter:**

No additional information is readily available, other than what is already included with this filing.

- (k) CEQA Checklist**

Exemption

- (1) Has the proposed transaction been found exempt from CEQA by a government agency?

The proposed transaction was not found exempt from CEQA by Solano County.

- (a) If yes, please attach notice of exemption. Please provide name of agency, date of exemption, and state clearinghouse number.

Not applicable.

- (b) If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific exemption or exemptions that apply, citing to the applicable CEQA guideline(s).

Not applicable.

Prior or Subsequent CEQA review

(1) Has the project undergone CEQA review by another government agency? If yes, please identify the agency, the CEQA document that was prepared (EIR, MND, etc.) and its date, and provide one copy of any and all CEQA documents to the Director of the relevant Industry Division with a copy of the advice letter. Be prepared to provide additional copies upon request.

Solano County has conducted a CEQA review and issued a Notice of Determination and Final EIR (Attachments 5 and 6). Although Solano County concluded that the Project, and all activities associated with the Project, will have a significant impact on the environment, the Final EIR identifies and addresses all the potential significant impacts, including visual and biological resources, noise, air quality, public safety, and transportation. Solano County voted to adopt the Final EIR and grant a permit for the Project on April 12, 2005. Solano County's resolutions are included (Attachment 7). Solano County distributed the EIR through the State Clearinghouse (#SCH 2004-072-037).

In Resolution E-3970 issued January 12, 2006, the Commission certified the Final EIR and directed the Energy Division to file a Notice of Determination with the State Clearinghouse, Office of Planning and Research, indicating to that effect.

(2) Identify any aspects of the project or its environment that have changed since the issuance of the prior CEQA document.

No changes have occurred since issuance of the Final EIR.

(3) Identify and provide section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA document that relate to the approval sought from the CPUC.

- **Section 3.4.6:** Access Roads (page 40)
- **Section 3.5.6:** Access Roads and Crane Pads (page 54)

(4) Does the project require approval by governmental agencies other than the CPUC? If so, please identify all such agencies, and the type of approval that is required from each agency.

The County's environmental determination is final and conclusive on the Commission. (CEQA Guidelines, § 15050(c).) A duplicative

environmental review by the Commission would be inconsistent with the CEQA's mandates, frustrate the goal of administrative efficiency, and thus fail to serve the public interest. Therefore, while the Commission, as a Responsible Agency, must review and consider the environmental documents prepared by the County, the Commission need not perform an independent CEQA review as part of this Section 851 review.

Need CEQA?

If no exemption is applicable, and no prior review has occurred, please identify what applicant believes is the correct level of CEQA review.

Not Applicable.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than 30 days after the date of this filing, which is **August 10, 2006**. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: ijr@cpuc.ca.gov and jnj@cpuc.ca.gov

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

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

Pacific Gas and Electric Company
Attention: Brian Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice filing become effective on regular notice, **August 25, 2006**, which is 45 calendar days after the date of filing.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>



Vice President, Regulatory Relations

Attachments 1-7. (Note: Attachment 6, "Final Environmental Impact Report Shiloh I Wind Plant Project," is being provided to Commission staff and all other service lists in electronic format only. It is available online at: <http://www.shiloheir.ene.com>.)

cc: Service List - GO 96-A
ALJ Peter V. Allen, CPUC
ALJ Lynn Carew, CPUC
Andrew Barnsdale, CPUC – Energy Division
Junaid Rahman, CPUC – Energy Division
Brewster Fong, DRA
Alec Johnsen, Shiloh I Wind Project LLC

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Gas and Electric Company U39M

Utility type:

☒ ELC ☒ GAS

☐ PLC ☐ HEAT ☐ WATER

Contact Person: David Poster

Phone #: (415) 973-1082

E-mail: dxpu@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2743-G/2859-E

Subject of AL: Section 851 Transaction – Shiloh I Wind Plant Project Access Road

Keywords (choose from CPUC listing): Section 851

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution: : _____

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL _____

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Resolution Required? ☐ Yes ☒ No

Requested effective date: 8/25/2006

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division

Utility Info (including e-mail)

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Attachment 1

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

RESOLUTION E-3970

January 12, 2006

R E S O L U T I O N

Resolution E-3970. Pacific Gas & Electric Company (PG&E). This resolution approves PG&E's Advice Letter 2714-E seeking authority under Public Utilities Code Section 851 to grant the use of an exclusive easement to Shiloh I Wind Project LLC for installation of an electric distribution line. This resolution has been prepared pursuant to a pilot program specified in Resolution ALJ-186 granting expedited treatment to utility proposals meeting certain requirements.

By Advice Letter 2714-E. Filed on September 22, 2005.

SUMMARY

This Resolution approves PG&E's Advice Letter 2714-E seeking authority under Public Utilities (PU) Code Section 851 to grant the use of an exclusive easement to Shiloh I Wind Project LLC for installation of an electric distribution line. Advice Letter 2714-E was processed pursuant to Resolution ALJ-186, Appendix B, Section III.A.1.c, providing for expedited action for transactions where the Commission is a Responsible Agency under the California Environmental Quality Act (CEQA). This Resolution is effective immediately.

BACKGROUND

Utilities proposing to sell, lease, dispose of, or otherwise encumber property must comply with PU Code Section 851. Ordinarily, such a proposal would entail a full Application to the Commission, including a review pursuant to CEQA or a demonstration that such a review is not necessary. The Commission has initiated a pilot program per Resolution ALJ-186 that provides for an expedited process for certain transactions meeting criteria specified in the ALJ Resolution. For proposals that meet the requirements, an Advice Letter may be filed demonstrating the applicability of the pilot program to the utility's proposal and requesting an expedited review of the Advice Letter, resulting in a

Resolution confirming that the proposal meets the requirements of Resolution ALJ-186 and granting approval to the proposed project.

On September 22, 2005, PG&E filed Advice Letter 2714-E pursuant to the pilot program requesting authority to grant an exclusive easement to Shiloh I Wind Project LLC for installation of an electric distribution line. Protests or comments were due to the Commission on October 22, 2005; no protests or comments were filed.

The Shiloh I Wind Project is a wind energy project that consists of constructing up to 120 wind turbines to generate approximately 180 megawatts (MW) of electricity. The power produced by the project will assist California in meeting legislatively-mandated Renewable Energy Portfolio generation standards; offset additional fossil-fueled generation; and assist the State in meeting its air quality goals and reducing greenhouse gas emissions. The easement proposed by PG&E in AL 2714-E is on property located in southeastern Solano County in a rural agricultural area in the Montezuma Hills. The dominant existing land uses are dry land farming and livestock grazing. The property currently has existing wind energy projects in use. The Shiloh I Wind Project sponsor (Shiloh) intends to install an underground electrical distribution line that would cross PG&E's exclusive easement. The installation would include 34.5kV feeder lines across the 500kV easements held by PG&E. Shiloh would also have the right to install, maintain and use conduits and associated data and communication lines for the purpose of transmission of electrical power and related electronic data and control signals. The proposed easement will not interfere with PG&E's existing facilities.

Pacific Gas & Electric is not proposing to collect any fees associated with granting consent to Shiloh's use of PG&E's exclusive easement. PG&E states in its Advice Letter that it is not granting a property right in itself, but merely consenting to permit the landowner to grant a property right to Shiloh. PG&E believes that its consent to allow another party to occupy what would otherwise be PG&E's exclusive easement area does not rise to the level of a right that has any realizable economic value.

A Final Environmental Impact Report (SCH #2004-072-037) and a Notice of Determination for the Shiloh I Wind Project was prepared by the Solano County Department of Resource Management as the CEQA Lead Agency in April of 2005. In this instance, the Commission is acting as a Responsible Agency

pursuant to Public Resources Code Section 21069 and CEQA Guidelines Section(s) 15096(e) – (i). Although Solano County concluded that the Shiloh I Wind Project would have a significant impact on the environment, the Final EIR identifies and addresses all the potential significant impacts – including visual and biological resources, noise, air quality, public safety, and transportation.

The Solano County Planning Commission voted on April 12, 2005, to approve Resolution No. 4408 certifying the Final EIR and granting a permit for the project. Additionally, the County of Solano found that the Shiloh I Wind Project would potentially cause significant environmental impacts in the following resource areas: aesthetic/visual; air quality; biological; cultural; geology; hazardous materials; hydrology and water quality; land use; noise; public services and utilities; recreation; safety; and transportation. Nonetheless, the County also found that all potentially significant environmental effects could be avoided or substantially reduced by the adoption of specific mitigation measures, except for certain impacts to aesthetic/visual resources, air quality, and biological resources. Therefore, on April 12, 2005, in Resolution No. 4409, the County adopted a Statement of Overriding Considerations for the Shiloh I Wind Project, accepting the unmitigable impacts associated with the project in favor of the potential benefits of the project as a whole. Subsequent to the vote of the Solano County Planning Commission on Resolution No.(s) 4408 and 4409, the County filed a Notice of Determination with the State Clearinghouse, Office of Planning and Research on April 25, 2005.

NOTICE

Notice of Advice Letter 2714-E was made by publication in the Commission's Daily Calendar. PG&E states in AL 2714-E that a copy of the Advice Letter was mailed and distributed in accordance with Section III, G of General Order 96-A.

PROTESTS

No protests or comments to PG&E Advice Letter 2714-E were filed.

DISCUSSION

The Energy Division has reviewed PG&E's Advice Letter 2714-E and finds that it satisfies the criteria for inclusion in the pilot program specified in Resolution ALJ-186. Additionally, AL 2714-E satisfies the filing requirements specified in

Section III.B.1.a-k of Resolution ALJ-186 and includes all of the information necessary to provide a satisfactory review of PG&E's proposed easement.

The Energy Division has independently reviewed the Final EIR and Statement of Overriding Considerations prepared by the Solano County Department of Resource Management and finds that they were prepared pursuant to CEQA and that they are adequate for the Commission's decision-making purposes.

The Energy Division finds that expedited treatment pursuant to Section III.A.1.c of Resolution ALJ-186 is appropriate for AL 2714-E and that no reason to deny the approval of Advice Letter 2714-E exists pursuant to Section III.A.2 of Resolution ALJ-186.

COMMENTS

This is an uncontested matter in which the resolution grants the relief requested. Accordingly, pursuant to PU Code 311(g)(2), the otherwise applicable 30-day period for public review and comment is being waived.

FINDINGS

1. On September 22, 2005, Pacific Gas & Electric Company filed Advice Letter 2714-E seeking authority to grant an exclusive easement to Shiloh I Wind Project LLC.
2. PG&E filed AL 2714-E pursuant to a pilot program specified in Resolution ALJ-186.
3. No protests or comments were received by the Commission.
4. The Shiloh I Wind Project is a wind energy project located in southeastern Solano County in a rural agricultural area in the Montezuma Hills. The dominant existing land uses are dry land farming and livestock grazing. The property currently has existing wind energy projects in use.
5. The Shiloh I Wind Project will assist California in meeting legislatively-mandated Renewable Energy Portfolio generation standards; offset additional fossil-fueled generation; and assist the State in meeting its air quality goals and reducing greenhouse gas emissions.
6. The Shiloh I Wind Project sponsor (Shiloh) intends to install an underground electrical distribution line that would cross PG&E's exclusive easement.
7. The proposed easement will not interfere with PG&E's existing facilities.

8. Pacific Gas & Electric is not proposing to collect any fees associated with granting consent to Shiloh's use of PG&E's exclusive easement.
9. A Final Environmental Impact Report (SCH #2004-072-037) and a Notice of Determination for the Shiloh I Wind Project was prepared by the Solano County Department of Resource Management as the CEQA Lead Agency in April of 2005.
10. The Commission is acting as a Responsible Agency pursuant to Public Resources Code Section 21069 and CEQA Guidelines Section(s) 15096(e) – (i).
11. The Final EIR identifies and addresses all the potential significant impacts -- including visual and biological resources, noise, air quality, public safety, and transportation.
12. The Solano County Planning Commission voted on April 12, 2005, to approve Resolution No. 4408 certifying the Final EIR and granting a permit for the project.
13. The County of Solano found that the Shiloh I Wind Project would potentially cause significant environmental impacts in the following resource areas: aesthetic/visual; air quality; biological; cultural; geology; hazardous materials; hydrology and water quality; land use; noise; public services and utilities; recreation; safety; and transportation.
14. The County of Solano found that all potentially significant environmental effects could be avoided or substantially reduced by the adoption of specific mitigation measures, except for certain impacts to aesthetic/visual resources, air quality, and biological resources.
15. On April 12, 2005, in Resolution No. 4409, the County of Solano adopted a Statement of Overriding Considerations for the Shiloh I Wind Project.
16. The Energy Division has reviewed PG&E's Advice Letter 2714-E and finds that it satisfies the criteria for inclusion in the pilot program specified in Resolution ALJ-186.
17. PG&E's Advice Letter 2714-E satisfies the filing requirements specified in Section III.B.1.a-k of Resolution ALJ-186 and includes all of the information necessary to provide a satisfactory review of PG&E's proposed easement.
18. The Energy Division has independently reviewed the Final EIR and Statement of Overriding Considerations prepared by the Solano County Department of Resource Management and finds that they were prepared pursuant to CEQA and that they are adequate for the Commission's decision-making purposes.
19. Pursuant to CEQA Guidelines Section(s) 15091(a)(1) and 15096(h), the Energy Division finds that all potentially significant environmental effects could be avoided or substantially reduced by the adoption of specific mitigation

- measures, except for certain impacts to aesthetic/visual resources, air quality, and biological resources which remain significant and unavoidable.
20. Pursuant to CEQA Guidelines Section 15093, the Energy Division finds that a Statement of Overriding Considerations is appropriate in balancing the benefits of the project against the remaining significant and unavoidable impacts.
 21. The Energy Division finds that expedited treatment pursuant to Section III.A.1.c of Resolution ALJ-186 is appropriate for AL 2714-E and that no reason to deny the approval of Advice Letter 2714-E exists pursuant to Section III.A.2 of Resolution ALJ-186.
 22. This is an uncontested matter in which the resolution grants the relief requested.

THEREFORE IT IS ORDERED THAT:

1. The Final EIR prepared by the County of Solano for the Shiloh I Wind Project is certified pursuant to CEQA Guidelines Section 15096(i) as having been reviewed and considered prior to approving the project and that it reflects our independent judgment and analysis. The Energy Division is directed to file a Notice of Determination with the State Clearinghouse, Office of Planning and Research to that effect.
2. Pursuant to CEQA Guidelines Section 15093 and Finding(s) No. 5 and No. 20 above, a Statement of Overriding Considerations is hereby adopted for certain impacts to aesthetic/visual resources, air quality, and biological resources which remain significant and unavoidable.
3. The request of Pacific Gas & Electric for authority to grant an exclusive easement to Shiloh I Wind Project LLC per Advice Letter 2714-E is approved.

January 12, 2006

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on January 12, 2006; the following Commissioners voting favorably thereon:

STEVE LARSON
Executive Director

MICHAEL R. PEEVEY
PRESIDENT
GEOFFREY F. BROWN
DIAN M. GRUENEICH
JOHN A. BOHN
RACHELLE B. CHONG
Commissioners

Attachment 2

PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street
San Francisco, California 94106
Attn: Title Administration Unit
Location: ~~City~~/Uninc _____

Recording Fee 440

Documentary Transfer Tax \$ 165

☒ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

[Signature]
Signature of declarant or agent determining tax

16479 2104-01-0118

RECORDED AT REQUEST OF

[Signature]
at _____ min. page _____

SEP 18 1970

OFFICIAL RECORDS P.
SOLANO COUNTY, CALIF.

[Signature]
Recorder

DAVID OLSEN - MONTEZUMA
Consideration \$1,500.00

ARTHUR H. TOOBY
GEORGE TOOBY
HAROLD PRIOR
FLORENCE TOOBY
and LELA J. TOOBY

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grants to second party those perpetual and exclusive easements and rights of way to construct, operate, maintain, repair, reconstruct, replace, and remove, at any time and from time to time, electric transmission lines, consisting of one ~~or more~~ lines of towers, poles, and/or other structures, wires, and cables, including ground wires, both overhead and underground, for the transmission of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables, together with a right of way, on, along and in all of the hereinafter described strip of those certain lands which are

CA 1/8
H.T.
MB.
S.D.
Q.N.
L.J.T.
H.T.

situate in the _____ County of Solano, State of California, and are described as follows:

The parcel of land, situate partly in each of Sections 27, 28 and 34, Township 4 North, Range 1 East, M. D. B. & M., described and designated PARCEL 12 in EXHIBIT "B" of the decree of distribution dated October 21, 1959 and recorded in the office of the County Recorder of said County of Solano in Book 1170 of Official Records at page 93.

The aforesaid strip is described as follows:

A strip of land of the uniform width of 210 feet lying contiguous to and northeasterly of the northeasterly boundary line of the strip of land described in the deed from Otto Olsen and wife to Pacific Gas and Electric Company dated June 5, 1924 and recorded in the office of the County Recorder of said County of Solano in Book 272 of Deeds at page 73 and extending from the northerly boundary line of Section 27, Township 4 North, Range 1 East, M. D. B. & M., southeasterly 1240 feet, more or less, to the westerly boundary line of County Road No. 287 extending along the easterly boundary line of said Section 27.

First party further grants to second party:

(a) the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to first party; provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway now crossing or hereafter crossing said lands; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said strip and to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to said towers, poles and/or other structures, wires or cables, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops, brush and refuse wood shall be burned or removed by second party;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any poles, towers or structures constructed hereunder with any other number or type of poles or towers or structures either in the original location or at any alternate location or locations within said strip;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip;

(e) the right to mark the location of said strip by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

1643 352A

Second party hereby covenants and agrees:

- (a) second party shall not fence said strip;
- (b) second party shall promptly backfill any excavations made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands;
- (c) second party shall indemnify first party against any loss and damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that first party shall not:

- (a) erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction, or add to the ground level in said strip;
- (b) deposit or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said strip, or so near thereto as to constitute, in the opinion of second party, a hazard to said towers, poles, and/or other structures, wires or cables;
- (c) grant any easement or easements on, under, or over said strip without the written consent of second party.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF first party has executed these presents this 9th day of November, 1964.

Executed in the presence of

Witness

Arthur H. Leary
James J. Leary

Elorence Leary
Geary J. Leary
John J. Leary
H.T. Leary H.T. Leary

FOR NOTARY'S USE ONLY

Sacramento
GM 155616-R
Dwg. 214476
Section 27,
T. 4N., R. 1E.,
M.D.B. & M.
120 mp

Prepared A
Checked MR **1643** PAGE **358**
JUL 17 '64

STATE OF CALIFORNIA

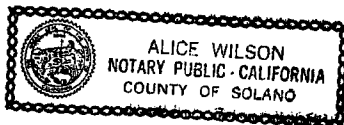
County of Solano

ss.

On this 9th day of November, in the year 1964, before me, Alice Wilson,
 a Notary Public in and for the said Solano County, duly commissioned and sworn, personally appeared
ARTHUR H. TOOBY, HAROLD PRIOR, FLORENCE TOOBY, GEORGE TOOBY and LELA J.
TOOBY

known to me to be the person(s) whose name(s) are _____ subscribed to the within
 instrument and acknowledged that ~~they~~ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in



the said _____ County of Solano,
 the day and year in this certificate first above written.

Alice Wilson Alice Wilson

Notary Public in and for the _____ County of Solano, State of California
 My Commission Expires March 19, 1967

78-1898

I, the undersigned, being the wife/husband of Arthur H. Loh,
hereby declare that the hereinafter described real property is the
separate property of my said husband/wife and I hereby consent to
his/her execution to Pacific Gas & Electric Company of a Grant of
Right of Way for an electric transmission line over and across
said real property which is situated in Solano County, State of
California, and is described as follows:

Section 27, T.4N., R.1E., M.D.B.&M.

Mary Tooby

Dated: Nov 9, 1964

78-1808

I, THE UNDERSIGNED, BEING THE WIFE/HUSBAND OF George Tooley
HEREBY DECLARE THAT THE HEREINAFTER DESCRIBED REAL PROPERTY IS THE
SEPARATE PROPERTY OF MY SAID HUSBAND/WIFE AND I HEREBY CONSENT TO HIS/HER
EXECUTION TO PACIFIC GAS AND ELECTRIC COMPANY OF A GRANT OF RIGHT OF WAY
FOR AN ELECTRIC TRANSMISSION LINE OVER AND ACROSS SAID REAL PROPERTY
WHICH IS SITUATED IN SOLANO COUNTY, STATE OF CALIFORNIA, AND IS DESCRIBED
AS FOLLOWS:

SECTION 27, T.4N., R.1E., S.1E.34.

Grace Ferrier Tooley

DATE: Nov 9, 1964

I, THE UNDERSIGNED, BEING THE WIFE/HUSBAND OF Harold Ruer,
HEREBY DECLARE THAT THE HEREINAFTER DESCRIBED REAL PROPERTY IS THE
SEPARATE PROPERTY OF MY SAID HUSBAND/WIFE AND I HEREBY CONSENT TO HIS/HER
EXECUTION TO PACIFIC GAS AND ELECTRIC COMPANY OF A GRANT OF RIGHT OF WAY
FOR AN ELECTRIC TRANSMISSION LINE OVER AND ACROSS SAID REAL PROPERTY
WHICH IS SITUATED IN SOLANO COUNTY, STATE OF CALIFORNIA, AND IS DESCRIBED
AS FOLLOWS:

SECTION 27, T.4N., R.1E., W.D.B.8M.

Garda Ruer

DATED: Nov 9, 1964

Please forward in order indicated

LAND DEPARTMENT TRANSMITTAL FOR DOCUMENT FILING

Title Administration Unit (✓)	FROM: ☐ Land Management ☒ Land Acquisition	Date: 9-9-70
Notary ()	By:	L.D. Document No. AUTHORIZATION
Engineering Mapping ()	To be recorded: Yes ☒ No ☐	
Sender ()	Affects Existing PG&E Co. Fee: Yes ☐ No ☐	
Other ()		
PROJECT NAME <i>Vaca Dixon - Montezuma 500 K.V. T/L.</i>		PG&E Co. Dwg. No.
GRANTOR, GRANTEE, LESSOR, LESSEE, ETC.		Consideration \$1,500.

Remarks: *No marital status for Florence Jobby or
Hela J. Jobby.*

File this sheet with grant

THE FOLLOWING INFORMATION MUST BE PROVIDED for fee purchases, sales and leases

PURCHASES	Grantor's Address	% Interest	Title Policy enclosed ☐ to follow ☐
	List of Improvements	Assessed Value \$	
	Area Purchased _____ Ac.	ASSESSMENT: Provide the total area and the total assessment prior to P.G. & E. acquisition. Area _____ acres for a total of \$ _____.	
SALES	Grantee's Address	Date Title Passed or Date of Possession	
	List of Improvements	S.B. of E. Map and Parcel No.	
LEASES	Lessor's Address (Only when P.G. & E. is Lessee)		If extension or renewal, show LD Document No. of original lease
	Area Leased	Total Area	

2343 P 7-21-11

703-3

2104-01-0025

NOTED

GMO 18165

STANDARD

WGI-----YACA-CONTRA COSTA
CHP-----TOWER LINE

GRANT OF RIGHT OF WAY

FOR

ELECTRIC TRANSMISSION LINES

PJP-----

LHD-----

BKD-----

WIS-----

JWD-----

THIS INDENTURE made by and between

OTTO OLSEN and CLARA OLSEN, his wife,

hereinafter called the "Grantor," and PACIFIC GAS AND ELECTRIC COMPANY

a corporation duly organized and existing under and by virtue of the laws of the State of California,
hereinafter called the "Grantee";

Witnesseth: That the Grantor, for a valuable consideration paid by said Grantee, the receipt whereof by the Grantor is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the right to erect, construct, reconstruct, replace, repair, maintain and use, for the transmission and distribution of electricity, two (2) lines of towers, and, suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the Grantee and also all necessary and proper crossarms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, within the exterior boundaries of a strip of land of the uniform width of one hundred (100) feet lying equally on each side of the line hereinafter described and extending across the lands of the Grantor which are situate in the County of

Solano, State of California, and are more particularly described as follows:

The northeast quarter of Section 27, Township 4 North, Range 1 East, M.D.B. & M.



and

That the Grantor, for the consideration aforesaid, does further grant unto said Grantee, its successors and assigns, the right, easement or servitude of using said strip of land as a right of way for any and all purposes connected with the erection, construction, reconstruction, replacement, repair, maintenance and use, for the purposes aforesaid, of such towers, wires and appurtenant structures; and also the right of ingress to and egress from said strip of land by a practicable route or routes across the aforesaid lands of said Grantor.

The aforesaid line, being the center line of said strip of land, begins at a point in the northerly boundary line of the lands of the Grantor, (said line being marked by a fence now upon the ground), from which a point marking the intersection of the southerly boundary line of Section 22, Township 4 North, Range 1 East, M.D.B. & M., with the westerly boundary line of County Road No. 287, (said point being marked by an intersection of fences now upon the ground), bears south 89 degrees 31½ minutes east, 506.3 feet distant, and runs south 15 degrees 42 minutes east, 1932.6 feet, more or less, to a point in the easterly boundary line of the lands of the Grantor.

In exercising the right of ingress and egress hereby granted, the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage which may be caused by its use thereof.

The Grantee will indemnify the Grantor ~~and his successors in estate against any and all loss and~~ damage which may be caused by its exercise of said right of ingress and egress, or by any wrongful or negligent act or omission of the Grantee or of its agents and employees in the course of their employment.

The Grantee, in the exercise and enjoyment of the rights hereby granted, shall avoid unreasonable interference with such use by the Grantor and his successors in estate of the aforesaid strip of land for mining and agricultural purposes as is not inconsistent with the Grantee's full enjoyment of the rights hereby granted.

The Grantee shall have the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said strip of land, and to cut and clear away trees and brush whenever, in its judgment, the cutting and clearing away of the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, that all trees which the Grantee is hereby authorized to cut or remove, if valuable for either timber or wood, shall continue to be the property of the Grantor, but all tops, lops, brush and refuse wood and timber shall be burned or removed by the Grantee.

The Grantor and his successors in estate shall not erect or construct, or permit to be erected or constructed, any building, improvement or structure which may interfere with the full enjoyment by the Grantee of the rights hereby granted.

In Witness Whereof, the Grantor has executed these presents this 5th day of June, 1924

Signed in the presence of

G. J. Burke
Witness.

Otto Olsen
Olava Olsen

CONFIRMED TO
RECORD
9/10/24

INDEXED

57'

STANDARD
GRANT OF RIGHT OF WAY
FOR
ELECTRIC TRANSMISSION LINES

Otto Olsen

TO

Dee has at Etc G

Dated July 9th 1924

Reported at the Request of
American Ry Express
July 9th A. D. 1924

at 5 minutes past 2

o'clock P. M., at 11:22

of deeds 78

Records of San Francisco, Cal.

J. M. Dickey

County Recorder

M. E. Buchanan

Deputy Recorder

1570

1570

State of California } ss.
City and County of San Francisco,

On this 23rd day of June A. D. One Thousand Nine Hundred and Twenty-four, before me, R. J. CANTRELL, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared T. J. Burke,

known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposed and said, that he resides in the Placer County, Calif., that he was present and saw Otto Olsen and Clara Olsen, his wife,

(personally known to him to be the persons described in and who executed the said instrument, as part of the same), sign and execute the same, and that the said Otto Olsen and Clara Olsen, his wife,

duly acknowledged in the presence of said affiant, that they executed the same, and that he, the said affiant, thereupon, and at their request, subscribed his name as a witness thereto.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco, State of California.

THIS INDEMTURE made by and between
SADIE M. ROBBINS and R. D. ROBBINS, JR., Executors of the
Estate of Renal D. Robbins - deceased

of the County of Solano, State of California,
the parties of the first part, and the PACIFIC GAS AND ELECTRIC
COMPANY, a corporation duly organized and existing under and by
virtue of the laws of the State of California, the party of the
second part,

WITNESSETH that the parties of the first part, for and
in consideration of the sum of one dollar (\$1.00) in lawful money
of the United States of America to them in hand paid by the party
of the second part, the receipt of which is hereby acknowledged,
hereby consent...to the making, execution, acknowledgment and
delivery by Otto Olsen and Clara Olsen, his wife,

to the party of the second part of a grant of right of way for an
electric transmission line consisting of towers and wires
over their lands being the NE 1/4 of Sec. 27, Twp. 4 N., R.
1 E. M. D. B. M.

and hereby contract...and agree...that in case of a foreclosure and
sale, under the provisions of a certain mortgage given by the said
Otto Olsen and Clara Olsen, his wife

R.D. Robbins, now deceased
to the party of the first part, dated August 20th, 1919

..... and recorded in Liber 144 of Mortgages, at
Page 73, records of Salano County, State of
California, that the foreclosure and sale shall be made subject
to the aforesaid grant of right of way.

IN WITNESS WHEREOF the parties of the first part have
executed these presents this 20th day of August,
1924.

X Sadie M. Robbins
Renel D. Robbins
As Executors of the Estate of Renel
D. Robbins, deceased.

Witness.

X Sadie M. Robbins
Renel D. Robbins
Lloyd M. Robbins
By G. Roach, atty in fact -
Mary Robbins Leibert
by Renel D. Robbins Jr., her atty in fact
McRoberts
Wm. H. Robson

Attachment 3

LD 2104-01-0128

Consent to use of Exclusive Easements

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

343 Sacramento Street

Auburn, CA 95603

Attention: Land Agent

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax

(Portion of APN 0048-060-230)

AGREEMENT FOR THIRD PARTY USE OF EXCLUSIVE EASEMENT AREAS

(Road Easement)

This Agreement for Third Party Use of Exclusive Easement Areas ("**Agreement**") is made and entered into this _____ day of _____, 2006 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and SHILOH 1 WIND FARM LLC, a Oregon limited liability company, hereinafter called "**User**."

RECITALS

A. PG&E is the grantee and owner of certain exclusive easements and rights of way, the specific terms and conditions of which are more particularly specified in the deeds listed below, (the "**Exclusive Use Areas**") located in Solano County California, as described in those certain deeds to PG&E (the "**Deeds**"):

The strip of land described in the deed from Arthur H. Tooby and others to PG&E, dated November 9, 1964 and recorded in Book 1643 of Official Records at page 352, Solano County Records;

B. User is presently developing and constructing an electrical generation project, including a number of wind turbine generators and related facilities (the "**Project**") in the Collinsville-Montezuma Hills Wind Resource Area of Solano County. As part of the Project, User has acquired certain easements and related rights (the "**Easements**") from the fee owners of the Exclusive Use Areas, and has requested that PG&E consent to granting of the Easements and to the use by User of the Exclusive Use Areas as more specifically provided in this Agreement.

C. PG&E is willing to grant such consent on the terms and subject to the conditions set forth herein.

Now, therefore, for good and valuable consideration, PG&E and User agree as follows:

1. Consent to Grant of Easements. PG&E hereby consents to the granting of the Easements to User by the fee owners of the real property in which the Exclusive Use Areas are located, provided, however, that notwithstanding the provisions of any agreement granting, evidencing or otherwise relating to the Easements, User shall not make any use of the Exclusive Use Areas except as, and to the extent, authorized by this Agreement or a subsequent amendment to this Agreement (which User acknowledges will be subject to the provisions of Section 6 hereof). PG&E hereby grants to User a non-exclusive right and license to use the Exclusive Use Areas solely for the following purposes:

(a) to construct, reconstruct, maintain and use a road, within that portion (the **"Road Easement"**) of the Exclusive Use Areas as described in **Exhibit A** and shown upon **Exhibit B** attached hereto and made a part hereof;

2. Limitations on Use.

(a) The Road Easement (hereinafter called, the **"Licensed Area"**), and any facilities constructed in, on or beneath the Road Easement, are to be used by User only for those uses permitted in Section 1(a) above, and for no other purpose.

(b) PG&E reserves the right to restrict access to the Licensed Areas or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Licensed Areas, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Exclusive Use Areas.

(c) User agrees not to fence or enclose the Road Easement (except that User may, with PG&E's permission, and User will, upon PG&E's request, whenever construction work is being performed on, in or about the Road Easement, erect and maintain a temporary fence to surround and secure the area in which such work is being performed).

3. Condition of Licensed Areas. User acknowledges and accepts the existing physical condition of the Licensed Areas, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Licensed Areas. User acknowledges that one or more of the following (collectively, **"Potential Environmental Hazards"**) may be located in, on or underlying the Exclusive Use Areas and/or the Licensed Areas:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise (**"EMFs"**);

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

(1) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

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

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

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

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

(6) which contains radon gas;

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

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

User shall take reasonable precautions to protect its employees, contractors, consultants, agents and invitees (“**User’s Representatives**”) from risks of harm from Potential Environmental Hazards. User acknowledges that it has previously evaluated (or has had the opportunity to evaluate) the condition of the Licensed Areas and all matters affecting the suitability of the Licensed Areas for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein. User’s use of the Licensed Areas shall be at User’s sole risk and expense.

4. **Construction and Maintenance.** User hereby covenants and agrees:

(a) to construct and maintain and use a road and related appurtenances (collectively, “**Improvements**”) within the Road Easement at no cost to PG&E. All such construction shall be performed in accordance with detailed plans and specifications (“**Plans**”) previously approved by PG&E, and shall comply with all Legal Requirements. Before commencing construction of any Improvements, User shall obtain all permits, authorizations or other approvals, at User’s sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, User shall be responsible for complying with the requirements of the California Environmental Quality Act (“**CEQA**”) and satisfying, at User’s sole expense, any and all mitigation measures under CEQA that may apply to User’s proposed occupancy and use of the Licensed Areas, and to the construction, maintenance and use of User’s proposed Improvements. User shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Exclusive Use Areas. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Exclusive Use Areas, or impose limitations on PG&E’s ability to use the Exclusive Use Areas as specified in Section 9, then PG&E shall have the right, without liability to User, to give notice of termination of this Agreement to User, whereupon this Agreement and the consent and other rights granted to User shall terminate, unless within ten (10) days following delivery of such notice, User gives notice to PG&E by which User agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and User shall each be released from all obligations under this Agreement, except those which expressly survive termination, and User shall have no further rights to make any use of the Exclusive Use Areas. User acknowledges and agrees that PG&E’s review of User’s Plans is solely for the purpose of protecting PG&E’s interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. User shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, “**CPUC**”);

(b) to comply with all Legal Requirements which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality. User shall furnish satisfactory evidence of such compliance upon request by PG&E;

(c) to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Licensed Areas, or to any suspected contamination on, within or underlying the Licensed Areas. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) not to interfere in any way or permit any interference with the use by PG&E of the Exclusive Use Areas. Interference shall include, but not be limited to, any activity by User that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. User shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. User shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. User shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist User with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits.

(e) to conduct its activities and operations within and on the Licensed Areas in such a manner so as not to endanger the Exclusive Use Areas, PG&E's utility facilities, the environment and human health and safety. In the event PG&E determines that User's activities in any way endanger the Exclusive Use Areas, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole discretion, require that User halt such activities until appropriate protective measures are taken to PG&E's satisfaction. User shall hold PG&E harmless from any claims for damages resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter User's insurance obligations under this Agreement, nor shall it relieve User from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) to maintain its Improvements in good condition and repair in compliance with all applicable Legal Requirements, and be responsible for the security of, the facilities installed hereunder;

(g) to promptly backfill any trench and repair any damage it may cause to PG&E's facilities and improvements in or around the Road Easement;

(h) to install and maintain User's road at a grade that does not substantially exceed the existing grade of the original ground, in no event greater than one foot of fill, unless first reviewed and approved by PG&E;

(i) to coordinate all of User's activities on or in the vicinity of the Licensed Areas so as to reasonably minimize any interference with use by PG&E of the Exclusive Use Areas.

(j) that if User fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing User from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of User. All costs incurred by PG&E in responding to or remedying such failure by User shall be payable by User to PG&E on demand.

5. Indemnification.

(a) User shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnites**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with the occupancy or use of the Licensed Areas by User or User's Representatives, or the exercise by User of its rights hereunder, or the performance of, or failure to perform, User's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or User (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Exclusive Use Areas); (2) injury to property or other interest of PG&E, User or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, User shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnites harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Licensed Areas by, or at the request or for the benefit of, User. In the event any action or proceeding is brought against any Indemnitee for any Claim against which User is obligated to indemnify or provide a defense hereunder, User upon written notice from PG&E shall defend such action or proceeding at User's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) User acknowledges that all Claims arising out of or in any way connected with releases or discharges of Hazardous Substance occurring as a result of or in connection with User's use or occupancy of the Licensed Areas or the surrounding Exclusive Use Areas, or any of the activities of User and User's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) User accepts all risk relating to its occupancy and use of the Licensed Areas. PG&E shall not be liable to User for, and User hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Licensed Areas, the condition of Licensed Areas, or the use or occupancy of the Licensed Areas, except in the case of any Indemnatee, to the extent that such injury, damage, or loss was proximately caused by the sole negligence or willful misconduct of such Indemnatee.

(d) User shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of User, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If User fails to so indemnify, protect, defend or hold harmless any Indemnatee, then at PG&E's option, this Agreement and the rights herein granted to User to make use of the Licensed Areas shall terminate, if such failure continues for five (5) days following the giving of written notice of termination to User, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities or Uses. User shall not install any additional facilities or improvements in, on, under or over the Licensed Areas, or make any other or additional use thereof not authorized by this Agreement, without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. User shall submit a written request for authorization to conduct other or additional uses, together with plans for installation of any proposed additional facilities within the Licensed Areas, to PG&E for its written approval at the address specified in Section 14.

7. Compliance with Laws. User shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to User's use or occupancy of the Licensed Areas; and with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which User has notice, which may be applicable to the Licensed Areas (collectively, "**Legal Requirements**"), regardless of when

they become effective, insofar as they relate to the use or occupancy of the Licensed Areas by User. The judgment of any court of competent jurisdiction, or the admission of User in any action or proceeding against User, whether or not PG&E is a party in such action or proceeding, that User has violated any Legal Requirement relating to the use or occupancy of the Licensed Areas, shall be conclusive of that fact as between PG&E and User.

8. Abandonment, Termination. In the event User abandons the Improvements installed hereunder or the use of the Licensed Area, this Agreement shall terminate. The non-use of such Improvements or such Licensed Area for a continuous period of two (2) years, unless such nonuse is due to factors outside User's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, in whole or in part, User shall remove, at no cost to PG&E, such of User's Improvements located on the Licensed Areas so terminated as PG&E may specify. Upon any termination of this Agreement, User shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Exclusive Use Areas or any larger parcel of property containing the Exclusive Use Areas.

9. Reserved Rights. Subject to the provisions of Section 11 below, PG&E reserves the right to use the Licensed Areas for any and all purposes which will not unreasonably interfere with User's Improvements. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use of the Licensed Areas for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

(b) User acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Licensed Areas to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(c) User shall not make use of the Licensed Areas in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Licensed Areas, the Exclusive Use Areas, or any adjacent property owned or used by PG&E, by persons or entities, including PG&E, entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112 (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

10. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and User shall not commence any use of the Licensed Areas, or any construction or other activities hereunder, unless and until the CPUC approves this Agreement and the rights granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by User), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). User further acknowledges and agrees that PG&E makes no

representation or warranty regarding the prospects for CPUC approval, and User hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision D-_____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

11. Relocation. Subject to the provisions of this Section 11, the rights granted to User herein shall forever be subordinate to PG&E's right to require the relocation of any of User's Improvements if necessary, in PG&E's commercially reasonable judgment, in connection with its future use of the Exclusive Use Areas. Upon written notice from PG&E, User shall, at its own cost and expense, relocate such Improvements to an alternate location mutually agreed upon between PG&E and User, provided User is given at least twenty (20) days prior written notice of such required relocation or a greater number of days provided that User diligently pursues necessary governmental approvals and relocation efforts upon receipt of notice. Any such relocation of User's Improvements shall be coordinated and scheduled between PG&E and User so as to minimize, to the extent practicable, any interference with User's use and operation of its Improvements resulting from such relocation.

12. Compliance; Insurance. PG&E shall have a right to access and inspect the Licensed Areas at any time to confirm User's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, User shall procure, and thereafter User shall carry and maintain in effect at all times during the term of the Agreement, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance shall be written on forms and with insurance carriers acceptable to PG&E. For so long as User (a) is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, or (b) is a public utility (as that term is defined in the California Public Utilities Code), or (c) maintains a net worth (measured in accordance with generally accepted accounting principles applicable to public utility companies) not less than twenty (20) times the limit of liability (per-occurrence) from time to time required hereunder for User's Commercial General Liability Insurance coverage (or if such coverage is no longer available, its replacement); then User may elect to self-insure for any or all of the required coverage. User is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times.

13. Mechanics' Liens. User shall keep the Licensed Areas free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by User or at its request or for its benefit. If any mechanics' liens are filed against the Exclusive Use Areas, or PG&E's interest therein, in connection with the activities or facilities set forth in this Agreement, User shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

14. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company
343 Sacramento St.
Auburn, CA 95603
Attention: Land Agent

With a copy to:

Pacific Gas and Electric Company
77 Beale Street, Mail Code B3OA
San Francisco, California 94105
Attention: Land Attorney

If to User:

Shiloh 1 Wind Farm LLC
1125 NW Couch Street
Suite 700
Portland, OR 97209
Attention: Property Agent

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

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

17. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 18). No assignment or delegation by User, whether by operation of law or otherwise, shall relieve User of any of its duties, obligations or liabilities hereunder, in whole or in part.

18. Assignment. User shall not assign, convey, encumber, or otherwise transfer the rights herein conveyed, or any portion thereof or interest herein, without the prior written consent

of PG&E, which consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of: (a) a proposed transfer or dedication to a governmental agency, or (b) a proposed transfer to a public or private utility to which User also transfers its interest in the generation or transmission network of which the facilities hereby authorized are a part. User acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Exclusive Use Areas, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). User further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

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

20. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

21. No Offsets. User acknowledges that PG&E is executing this Agreement in its capacity as the owner of an interest in real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and User under this Agreement.

Further, User covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and User relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

22. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including User, to make any use whatsoever of the Exclusive Use Area(s) or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

23. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

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

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

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

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

28. **VENUE. PG&E AND GRANTEE AGREE THAT THE VENUE OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING ANY CLAIM OF INJURY OR DAMAGE, SHALL BE IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. THE COVENANTS OF THE PARTIES CONTAINED IN THIS SECTION 28 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

SHILOH 1 WIND FARM LLC
a Oregon limited liability company

By: _____

Richard A. Gigliotti

Its: Real Estate Manager,
Land Services

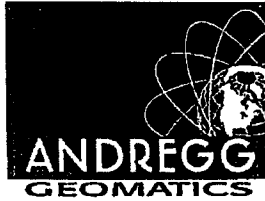
Dated: _____

By: _____

Its: _____

Dated: _____

Exhibits A, B and C attached



24 February 2006

Exhibit "A"

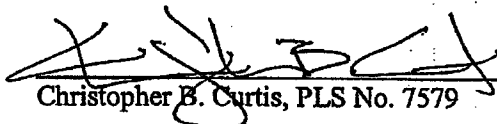
LEGAL DESCRIPTION

A strip of land over that land granted to Eric Anderson, recorded as Document No. 2003-00077556, Official Records of Solano County, located in Section 27, Township 4 North, Range 1 East, M.D.M., the centerline of which is described as follows:

COMMENCING at the northeast corner of said section; thence along the easterly section line S 00°11'50" W 1118.47 feet to the **POINT OF BEGINNING** shown on attached "Exhibit B" as "POB"; thence N 89°53'08" W 155.26 feet to the westerly line of an existing 210' Transmission Line Easement recorded in Book 1643, at Page 352, Official Records of Solano County, and point of termination.

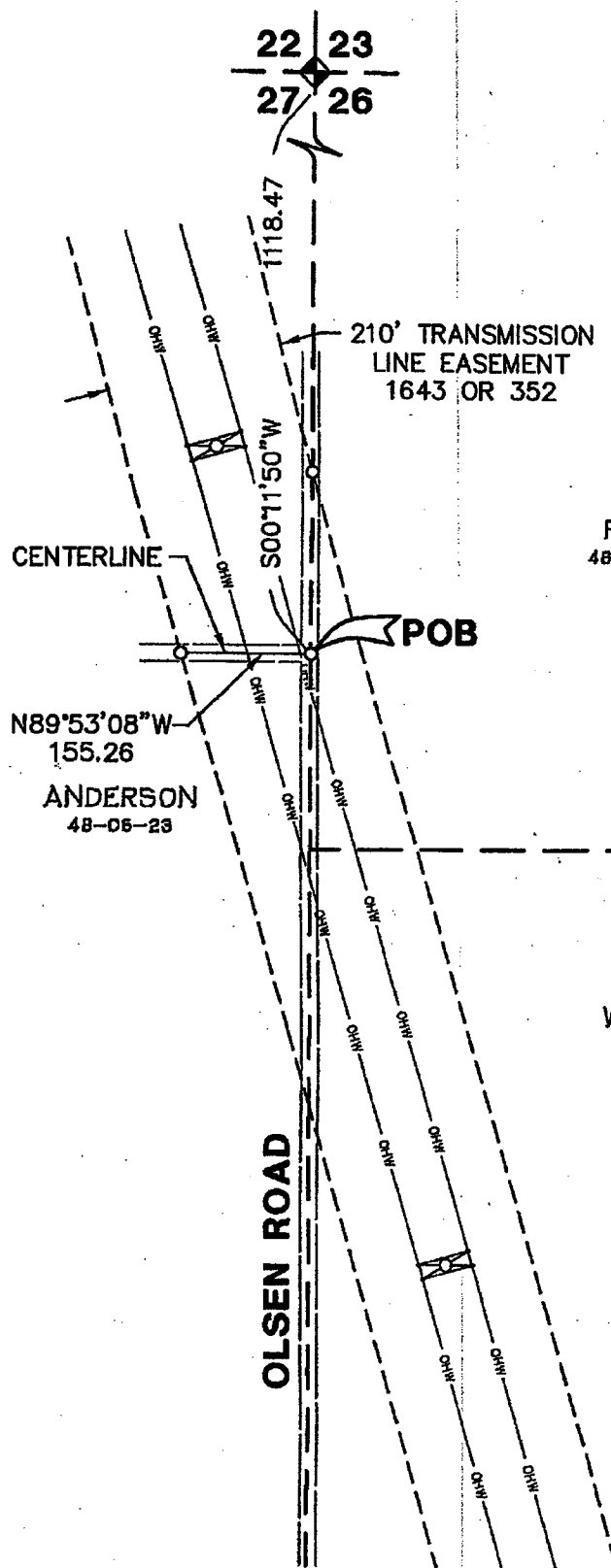
Attached hereto is a plat labeled "Exhibit B" and by this reference made a part hereof. All bearings shown herein are grid, California Coordinate System of 1983, Zone 2, North American Datum of 1983, Epoch Date: 1991.35.

END OF DESCRIPTION


Christopher B. Curtis, PLS No. 7579

24 FEB '06
Date





LEGEND

POB . . . POINT OF BEGINNING



RILEY
48-06-17

24 FEB '06

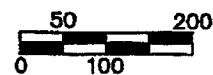


EXHIBIT 'B' ROAD EASEMENT

A PORTION OF
SECTION 27, T.4N., R.1E., M.D.M.
SOLANO COUNTY, CALIFORNIA
SCALE: 1"=200' 24 FEBRUARY 2006

ANDREGG
GEOMATICS
www.andregg.com
800-400-7072

EXHIBIT C

INSURANCE REQUIREMENTS

User shall procure, carry and maintain in effect throughout the term of this Agreement, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the following insurance coverages (subject to periodic revision of the required coverage and limits of coverage as provided in Section 12 of this Agreement). User is also responsible for the compliance of its contractors and subcontractors with the insurance requirements set forth below, as appropriate, provided that User may, in the exercise of its reasonable judgment, permit its contractors and subcontractors to maintain coverages and limits lower than those specified below so long as the coverages and limits required by User are commercially reasonable in light of applicable circumstances.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than \$1,000,000 for injury or death, each accident.

B. Commercial General Liability

1. Commercial General Liability coverage with respect to the Licensed Areas and the use, occupancy and activities by and on behalf of User, its employees and agents on or about the Licensed Areas, including construction and other related activities on the Licensed Areas, against claims for bodily injury (including death) and property damage (including loss of use), and at least as broad as the Commercial General Liability insurance occurrence policy form CG 00 01, or a substitute form providing equivalent coverage, covering liability imposed by applicable laws upon User and such other insured parties ("**Commercial General Liability Insurance**"), having limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage, personal injury liability, and products and completed operations. Defense costs are to be provided as an additional benefit and not included within the limits of liability of the Commercial General Liability Insurance. Products and completed operations coverage shall remain in effect until two (2) years following completion of construction.
2. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2026, or a policy provision or substitute endorsement providing equivalent coverage, as reasonably approved by PG&E) adding as additional insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for User and to the extent of the indemnity obligations assumed hereunder; and b) an endorsement or policy provision specifying that the User's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code I "any auto."
2. The limit shall not be less than Two Million Dollars (\$2,000,000) each accident for bodily injury and property damage occurring prior to completion of construction of User's facilities, and One Million Dollars (\$1,000,000) each accident for bodily injury and property damage occurring thereafter.

D. Pollution Liability

1. Whenever excavation or construction activities are being conducted within the Road Easement, coverage for bodily injury, property damage, including clean up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage.
3. For so long as User maintains a net worth (measured in accordance with generally accepted accounting principles applicable to public utility companies) not less than twenty (20) times the limit of liability required hereunder, then User may elect to self-insure for pollution liability coverage. User agrees to provide PG&E Audited Financials as evidence of said net worth.

E. Additional Insurance Provisions

1. Upon the Effective Date of this Agreement, and before commencing any work, User shall furnish PG&E with certificates of insurance evidencing all required insurance for User, including copies of required endorsements.
2. All policies shall provide (or be endorsed to provide), and all certificates of insurance shall expressly specify, that the insurer will provide PG&E thirty (30) days advance written notice of policy cancellation, failure to renew, or reduction of coverage.
3. Certificates of insurance must be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates and endorsements shall be submitted to:

Pacific Gas and Electric Company
Insurance Department
One Market, Spear Tower, Suite 2400
San Francisco, California 94105

Pacific Gas and Electric Company
343 Sacramento Street
Auburn, CA 95603
Attention: Land Agent

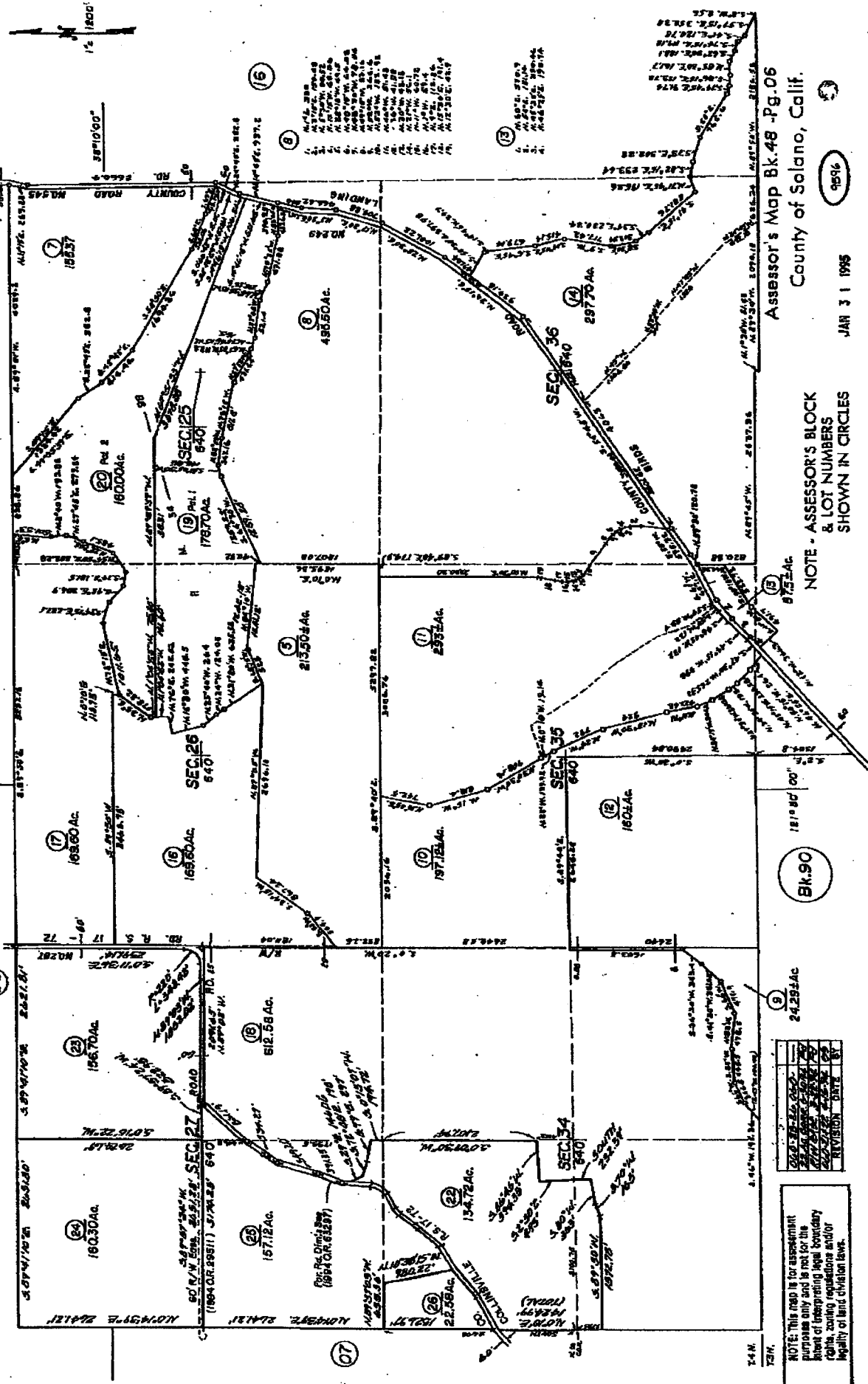
4. Upon request, User shall furnish PG&E evidence of insurance for its agents or contractors.
5. All insurance required under this Agreement shall be effected under valid enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E with having an A.M. Best Insurance Reports rating of A-:V11 or better.
6. If User is permitted to self-insure hereunder for any required insurance, and elects to do so, User shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if the applicable insurance policies had been obtained by User from a third party insurer, in full compliance with the provisions of this Exhibit C, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, User shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company.
7. Any policy of liability insurance required to be maintained hereunder by User may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.
8. User agrees, at PG&E's request and sole expense, to deliver complete certified copies of all policies, and/or to permit PG&E to inspect the original policies in the office of User giving User reasonable notification.

Area 6-North Valley
Auburn Land Service Office
Operating Department: Grid
T. 04 N., R. 01 W., Sec. 27, NE4
FERC License Number:
PG&E Drawing Number: 214476
LD of any affected documents: 2104-01-0118
LD of any Cross-referenced documents: 2104-01-0025
Type of Interest: 11p
SBE Parcel Number:
(For Quitclaims, % being quitclaimed):
Order# 40248720
JCN:
County: Solano
Utility Notice Numbers:
Prepared By: RLS
Checked By:
Revision Number:

Attachment 4

T.384N, R.182E, M.D.B.8M.

48-06
Tax Area Code
8400, 8404



NOTE: This map is for assessment purposes only and is not for the purpose of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

SECTION	ACREAGE	REVISION	DATE	BY
25	160.00	1	1/1/95	...
26	160.00	1	1/1/95	...
27	160.00	1	1/1/95	...
34	160.00	1	1/1/95	...
35	160.00	1	1/1/95	...
36	160.00	1	1/1/95	...
37	160.00	1	1/1/95	...
38	160.00	1	1/1/95	...
39	160.00	1	1/1/95	...
40	160.00	1	1/1/95	...
41	160.00	1	1/1/95	...
42	160.00	1	1/1/95	...
43	160.00	1	1/1/95	...
44	160.00	1	1/1/95	...
45	160.00	1	1/1/95	...
46	160.00	1	1/1/95	...
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71	160.00	1	1/1/95	...
72	160.00	1	1/1/95	...
73	160.00	1	1/1/95	...
74	160.00	1	1/1/95	...
75	160.00	1	1/1/95	...
76	160.00	1	1/1/95	...
77	160.00	1	1/1/95	...
78	160.00	1	1/1/95	...
79	160.00	1	1/1/95	...
80	160.00	1	1/1/95	...
81	160.00	1	1/1/95	...
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86	160.00	1	1/1/95	...
87	160.00	1	1/1/95	...
88	160.00	1	1/1/95	...
89	160.00	1	1/1/95	...
90	160.00	1	1/1/95	...
91	160.00	1	1/1/95	...
92	160.00	1	1/1/95	...
93	160.00	1	1/1/95	...
94	160.00	1	1/1/95	...
95	160.00	1	1/1/95	...
96	160.00	1	1/1/95	...
97	160.00	1	1/1/95	...
98	160.00	1	1/1/95	...
99	160.00	1	1/1/95	...
100	160.00	1	1/1/95	...

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Attachment 5

NOTICE OF DETERMINATION

TO: ☒

Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814
Mailing Address: P.O. Box 3044
Sacramento, CA 95812-3044

FROM:

County of Solano
675 Texas Street
Fairfield, CA 94533
(707) 784-6765

☒

County of Solano
Board of Supervisors
675 Texas Street
Fairfield, CA 94533

FILED

APR 26 2005

Deputy Clerk of the Board of Supervisors
21152 OF THE PUBLIC RESOURCES CODE

SUBJECT:

FILING OF NOTICE OF DETERMINATION IN COMPLIANCE WITH SECTION 21152 OF THE PUBLIC RESOURCES CODE.

2004072037

(State Check Number)

Ken Solomon

(Lead Agency Contact Person)

Chirila deputy
607-184-3773
(Acta Code Number)

PROJECT TITLE: Shiloh / Wind Plant Project

PROJECT LOCATION (Include map): Eight non-contiguous clusters of property, comprising a total of approximately 6,800 acres, in Southeastern Solano County, approximately 6 miles west of Rio Vista and 16 miles southeast of Fairfield. It is generally located south of Highway 12, east of Shiloh and Collinsville Roads, and west of Birds Land Road in the Montezuma Hills area.

PROJECT DESCRIPTION: Development and operation of a new wind energy facility, comprising up to 120 wind turbines that would generate approximately 180 megawatts (MW) of electricity, and related support facilities and infrastructure.

This is to advise that the County of Solano Planning Commission (☒ Lead Agency, ☐ Responsible Agency) has approved the above described project on April 12, 2005 and has made the following determinations regarding the above described project:

1. The project (☒ will, ☐ will not) have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures (☒ were, ☐ were not) made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan (☒ was, ☐ was not) adopted for this project.
5. A Statement of Overriding Considerations (☒ was, ☐ was not) adopted for this project.
6. Findings (☒ were, ☐ were not) made pursuant to the provisions of CEQA.

This is to certify that the (☒ Final EIR, ☐ Negative Declaration) with comments and responses and record of project approval is available to the general public at the Department of Resource Management, 675 Texas Street, Suite 5500, Fairfield, CA 94533.

Pursuant to AB 3158 (Department of Fish and Game filing fees):

- ☒ Payment has been made to the County of Solano in the amount of \$975 (includes \$25 County Admin. Fee).
- ☐ The project is exempt; see attached Certificate of Fee Exemption with de minimis impact findings.

This document posted from

4-26-05 to

Deputy Clerk of the Board

Solano County:

(Signature and Seal)

Contract Planner

4/25/05

(Date)

Date Received for Filing and Posting at OPR:

Attachment 7

**SOLANO COUNTY PLANNING COMMISSION
RESOLUTION NO. 4408**

**RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE SHILOH I WIND PLANT PROJECT**

WHEREAS, Solano County Planning Commission has considered an application for a use permit (U-03-06) to construct a 180 megawatt (MW) wind power project comprising up to 120 wind turbine generators and related facilities on approximately 6,800 acres of land in the Montezuma Hills area; this proposal is known as the Shiloh I Wind Plant Project ("Project"); and

WHEREAS, during its initial evaluation of the proposal, the County concluded that the Shiloh I Wind Plant Project is considered a project under the California Environmental Quality Act (CEQA) and could have a potentially significant effect on the environment; and

WHEREAS, the County, through its consultant, Ecology and Environment, Inc., has prepared a Final Environmental Impact Report for the Project, consisting of the Draft Environmental Impact Report (volumes I and II, dated January 2005) and the Final Environmental Impact Report, consisting of comments received and responses thereto, Errata, project revisions, and all other supporting documentation and referenced materials (dated April 2005); and

WHEREAS, the Planning Commission has reviewed and considered the information contained in the Final Environmental Impact Report, as prepared by the County's consultant; and

WHEREAS, the Commission has reviewed and considered the report and recommendations of the Department of Resource Management; and

WHEREAS, the Commission held a duly noticed public hearing on April 12, 2005, and heard testimony regarding the environmental documentation for the Project; and

WHEREAS, the Commission has considered all comments submitted regarding the Final Environmental Impact Report and its preparation; and

WHEREAS, the Final Environmental Impact Report, as prepared by the County's consultant, requires revisions such that certain mitigation measures are modified to read as follows:

Mitigation Measure NOI-1b: Restricted Work Hours.

Work hours shall be restricted for all noise generating construction activities from 7:00 a.m. to 7:00 p.m. Monday through Friday, and from 8:00 a.m. to 6:00 p.m. on Saturdays and Sundays.

Planning Commission Resolution No. 4408
Shiloh I Wind Plant Project (U-03-06)

Page 2

RESOLVED that the Solano County Planning Commission CERTIFIES as follows:

1. The Final Environmental Impact Report for the Shiloh I Wind Plant project (U-03-06) has been completed in compliance with the California Environmental Quality Act; and
2. The Final Environmental Impact Report for the Shiloh I Wind Plant project was presented to the Solano County Planning Commission, and the Commission reviewed and considered the information contained in that Report prior to taking action on the Project; and
3. The Final Environmental Impact Report for the Shiloh I Wind Plant project, as amended by the Planning Commission on April 12, 2005, reflects Solano County's independent judgment and analysis.

I hereby certify that the foregoing resolution was adopted at the special meeting of the Solano County Planning Commission on April 12, 2005 by the following vote:

AYES:	Commissioners	<u>Plutchok, Moore, and Chairman Barnes</u>
NOES:	Commissioners	<u>None</u>
ABSTAIN:	Commissioners	<u>None</u>
ABSENT:	Commissioners	<u>Hawkes and Mahoney</u>

By: _____
Birgitta Corsello, Secretary

SOLANO COUNTY PLANNING COMMISSION
RESOLUTION NO. 4409

TO APPROVE USE PERMIT U-03-06
FOR THE SHILOH I WIND PLANT PROJECT

WHEREAS, the Solano County Planning Commission has considered Use Permit Application No. U-03-06 of Shiloh Wind Partners LLC to construct and operate the Shiloh I Wind Plant Project ("Project") - a 180 megawatt (MW) wind power generation project comprising up to 120 wind turbine generators and related facilities on approximately 6,800 acres of land in the Montezuma Hills area. The Project is located within an "A-160," Exclusive Agricultural and "I-WD," Water Dependent Industrial Zoning Districts, and

WHEREAS, an Environmental Impact Report for the Project was prepared by the County's consultant and processed by the Department of Resource Management pursuant to the California Environmental Quality Act and the State CEQA Guidelines, and has been circulated to both the public and to governmental agencies for review and comment; and

WHEREAS, on April 12, 2005, the Planning Commission certified the Final Environmental Impact Report ("Final EIR") for the Project; and

WHEREAS, the Planning Commission has reviewed the Final EIR and considered the information presented therein prior to approving the proposed Project; and

WHEREAS, the certified Final EIR concludes that the Project, as proposed, has the potential to cause significant environmental impacts in the following areas: aesthetic/visual resources, air quality, biological resources, cultural resources, geology, hazardous materials, hydrology and water quality, land use, noise, public services and utilities, recreation, safety, and transportation; and

WHEREAS, the certified Final EIR further concludes that all potentially significant environmental impacts of the proposed Project can be avoided or substantially lessened through the imposition or adoption of specific mitigation measures, except for certain impacts to aesthetic/visual resources, air quality, and biological resources, which are unavoidable significant adverse environmental impacts associated with the Project, for which a Statement of Overriding Considerations will be adopted by the Planning Commission; and

WHEREAS, although the EIR identified and analyzed a No Project Alternative, an Offsite Alternative, and a Reduced Project Alternative, because all potentially significant environmental impacts of the Project can and will be mitigated through permit conditions imposed on the Project, except for those for which a Statement of Overriding Considerations will be adopted, the Planning Commission does not need to adopt any of the project alternatives identified in the FEIR; and

WHEREAS, the Findings Pursuant to the California Environmental Quality Act (CEQA), presented in Attachment 1 to this Resolution and incorporated herein by this

reference, explain how most of the potentially significant environmental effects of the proposed Project will be mitigated through conditions imposed on the Project by Solano County or by Responsible Agencies; and

WHEREAS, the proposed Mitigation Monitoring and Reporting Program will ensure that all mitigation measures recommended in the certified Final EIR to reduce the potentially significant environmental effects of the Project to a less-than-significant level that are within the jurisdiction of the County of Solano to adopt and implement will in fact be implemented by the County, except for those for which a statement of overriding considerations will be adopted; and

WHEREAS, certain impacts will remain significant and unavoidable even with the implementation of feasible mitigation measures; and

WHEREAS, the Planning Commission finds that a Statement of Overriding Considerations was justified, despite the project's significant and unavoidable impacts to aesthetics, air quality and biological resources, as more fully described in Attachment 1 to this Resolution and incorporated herein by this reference:

WHEREAS, the Solano County Planning Commission has considered, in a properly noticed public hearing, the application of Shiloh Wind Partners, LLC. for Use Permit U-03-06; and

WHEREAS, said Commission has reviewed the report of the Department of Resource Management and heard testimony regarding the proposed Project at the duly noticed public hearing held on April 12, 2005, and

WHEREAS, based on the complete record presented to it as well as the testimony presented in public hearing, the Planning Commission finds that the proposed Project is consistent with the Solano County General Plan, will be served by adequate facilities, and will not be a nuisance or detrimental, as more fully described in Attachment 1 to this Resolution and incorporated herein by this reference; and

WHEREAS, after due consideration, the said Planning Commission has made the following findings in regard to said proposal:

- 1. The establishment, maintenance or operation of a use or building applied for are in conformity to the General Plan for the County with regard to traffic circulation, population densities and distribution, and other aspects of the General Plan considered by the Zoning Administrator or the Planning Commission to be pertinent.**

The construction, maintenance and continued operation of the proposed project is consistent with all pertinent General Plan goals, policies, and programs of the Solano County General Plan and the Wind Turbine Siting Plan. The Environmental Impact Report (Draft and Final EIR) addresses all environmental issues pertaining to the use

permit, including traffic circulation, population density and distribution. The proposed project is in conformance with all pertinent provisions of the Solano County General Plan and includes policies for retaining the existing grazing and dry land farming agricultural use.

- 2. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided. Adequate facilities will be provided.**

The project site is currently served by State Highway 12, Shiloh Road, Little Honker Bay Road, Olsen Road, Montezuma Hills Road, and Collinsville Road, which provide adequate transportation facilities for the project. Access to each turbine site will be by proposed private roads, which will have adequate capacity for the anticipated traffic and will not create significant traffic impacts to State or County roadways. The private roads and drainage systems would be constructed to the requirements of the Solano County Department of Resource Management – Public Works Division, and an existing onsite septic system will adequately serve the addition to the enXco V operations and maintenance building. PG&E provides electrical utilities to the area.

- 3. The applicant exhibits proof that such use will not, under the circumstances of the particular case, constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood as such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County; provided that if any proposed building or use is necessary for the public health, safety or general welfare, the finding shall be to that effect.**

Based on the documents submitted and reviewed by County staff as well as the mitigation measures incorporated into the project, the wind turbine generator project will not pose a health or safety hazard to persons residing or working in the general area. The project will not constitute a nuisance or be detrimental to the peace, comfort or general welfare of the neighborhood or County. The potential for any such nuisance was analyzed in the EIR for the project and its accompanying technical appendices, and based on a review of these and all other documents for this project, the County has imposed mitigation measures to prevent any aspect of this project from causing such nuisance. For instance, the project will be required to use the dust control, pollutant control and storm water runoff control measures. The County has required that lighting will be designed to enhance safety without creating a nuisance, use of engineering techniques to reduce seismic and other geological risks, and removal of decommissioned turbines for restoration back to natural conditions. Measures to reduce fire hazards and ensure safe handling of any hazardous materials or substance at the project site will also ensure no health or safety hazards are present.

A building permit will be required for installation of the equipment that requires inspections according to adopted building codes and specific engineering

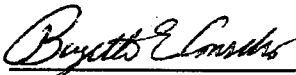
calculations. A grading permit will also be required to ensure the County's standards for dust control, drainage protection, erosion and sediment control are also met. The proposed turbine locations will comply with the Safety Setback requirements in the Solano County Wind Turbine Siting Plan, which includes prescribed minimum turbine setbacks from residential uses, property lines, public roadways, and railroads, including provisions for a waiver of certain setbacks.

BE IT THEREFORE RESOLVED, the Solano County Planning Commission adopts a Statement of Overriding Considerations and approves Use Permit Application No. U-03-06, subject to the Conditions of Approval attached hereto as Attachment 2 and incorporated herein by this reference.

BE IT FURTHER RESOLVED, the Mitigation Monitoring and Reporting Program as attached to the Planning Commission staff report is adopted and shall be implemented by County staff.

I hereby certify that the foregoing resolution was adopted at the special meeting of the Solano County Planning Commission on April 12, 2005 by the following vote:

AYES:	Commissioners	<u>Plutchok, Moore and Chairman Barnes</u>
NOES:	Commissioners	<u>None</u>
ABSTAIN:	Commissioners	<u>None</u>
ABSENT:	Commissioners	<u>Hawkes and Mahoney</u>

By: 
Birgitta Corsello, Secretary

SOLANO COUNTY PLANNING COMMISSION

CEQA FINDINGS OF FACT and STATEMENT OF OVERRIDING CONSIDERATIONS

SHILOH I WIND PLANT PROJECT USE PERMIT U-03-06

1. OVERVIEW AND INTRODUCTION

These Findings and Statement of Overriding Considerations are made with respect to the "Project Approvals" (as defined below) for the Shiloh I Wind Plant Project (the "Project") and state the findings of the Planning Commission (the "Commission") of the County of Solano (the "County") relating to the potentially significant environmental effects ("Impacts") of the Project to be developed in accordance with the Project Approvals. The following Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program are hereby adopted by the Planning Commission of the County of Solano as required by the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21081, 21081.5 and 21081.6, and the state CEQA Guidelines, title 14, California Code of Regulations, sections 15091 through 15093, and 15161, for the Shiloh I Wind Plant Project. Reference is made to the Final Environmental Impact Report for the Shiloh I Wind Plant Project ("EIR"), which is the primary source of information provided below.

2. PROJECT DESCRIPTION

The proposed project analyzed in the Environmental Impact Report ("EIR") is fully described in Volume I, Chapter 2, of the April 2005 Final EIR for the Shiloh I Wind Plant Project. The proposed project includes up to 120 wind turbines, generators, pad-mounted transformers, approximately 31 miles of new access roads, approximately 41 miles of underground lines, eight meteorological towers, substation and switchyard (with supporting structures and conductors interconnecting with the Peabody-Contra Costa 230 kV Circuit), and an expansion of the existing *enXco* V Operations and Maintenance ("O&M") facility.

Shiloh Wind Partners LLC ("Shiloh"), also known as *enXco*, is the project applicant and developer for the Shiloh I Wind Plant Project.

3. PROJECT APPROVALS

All of the following actions are referred to collectively as the “Project Approvals.” The Project Approvals constitute the “Project” for purposes of the CEQA and CEQA Guidelines §15378 and these determinations of the Planning Commission.

The following required approvals by Solano County apply to the Shiloh I Wind Plant Project:

1. Conditional Use Permit for all Project components;
2. Building permits for substation, additions to O&M building, and turbine foundations;
3. Grading permits for roads, pads, substation, switchyard, and O&M building, and all activities outside public rights-of-way.

4. PROJECT OBJECTIVES

The following are project objectives:

Project Objectives

1. Harness renewable wind resources in the Montezuma Hills Wind Resource Area (“WRA”) to generate and deliver renewable energy to the PG&E/CAISO power grid.
2. Meet regional energy needs in an efficient and environmentally sound manner, as provided in the Energy Element of the Solano County General Plan, which encourages utilization of renewable energy resources.
3. Realize the full potential of the wind resource on the lands under lease.
4. Promote the long-term economic viability of agricultural uses in the Montezuma Hills, including grazing and dryland farming.
5. Assist California in meeting its legislated Renewable Energy Portfolio standards for the generation of renewable energy in the state, which require investor-owned utilities to purchase 20 percent of their power from renewable sources by the year 2017.
6. Fully utilize the county’s Collinsville-Montezuma Hills WRA, thereby concentrating wind turbines in appropriate locations.
7. Offset the need for additional electricity generated from fossil fuels, which emit more air pollutants than wind-generated electricity.
8. Assist the state in meeting its air quality goals and reducing greenhouse gases by harnessing renewable energy.

9. Develop a Wind Project that will produce 180 MW of electricity.
10. Result in an economically feasible wind energy project that will support commercially available financing.

5. RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings for the Project consists at a minimum of the following documents:

- The Notice of Preparation and all other public notices issued by the County in conjunction with the Project;
- The Shiloh I Wind Plant Project Draft EIR (January 2005) and Final EIR (April 2005) and all documents cited or referred to therein;
- All comments submitted by agencies or members of the public during the 45-day public comment periods on the Draft EIR;
- All comments and correspondence submitted to the County with respect to the Project, in addition to timely comments on the Draft EIR;
- The mitigation monitoring program for the Project;
- All findings and resolutions adopted by County decision makers in connection with the Project, and all documents cited or referred to therein;
- All reports, studies, memoranda, staff reports, maps, exhibits, illustrations, diagrams or other planning materials relating to the Project prepared by the County or by consultants to the County, the applicant, or responsible or trustee agencies and submitted to the County, with respect to the County's compliance with the requirements of CEQA and with respect to the County's actions on the Project;
- All documents submitted to the County by other public agencies or members of the public in connection with the Project, up through the close of the public hearing on April 12, 2005;
- Minutes of all public hearings held by the County in connection with the Development;
- Any documentary or other evidence submitted to the County at information sessions, public meetings, and public hearings;
- Matters of common knowledge to the County, including, but not limited to those cited above; and
- Any other materials required to be in the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The custodian of the documents comprising the record of proceedings is the Solano County Department of Resource Management, Planning Services whose office is located at 675 Texas Street, Suite 5500, Fairfield, CA 94533.

The Planning Commission has relied on all of the documents listed above in reaching its decision on the Shiloh I Wind Plant Project.

6. PROCEDURAL HISTORY

A. On March 17, 2003, the Applicant submitted a Use Permit Application for the Project with the County, which was subsequently revised.

B. On March 10, 2004, the County determined that the Application was complete.

C. In June 2004, the County identified potentially significant adverse Project impacts. Thus, the County determined that an environmental impact report ("EIR") should be prepared. The County issued a Request for Proposal ("RFP") and selected Ecology and Environment, Inc. as an EIR consultant.

D. On July 6, 2004, the County released a Notice of Preparation ("NOP") of an EIR for the Project. The thirty (30)-day public review period for the NOP began on July 6, 2004 and ended on August 5, 2004.

E. On November 10, 2004, the County held a public scoping meeting for the Project to invite input on the scope of issues to be considered in the DEIR. Nine people gave oral comments at the scoping meeting.

F. The County received forty-two individual letters and comments in response to the NOP. Comments received in response to the NOP identified potential areas of environmental concern to be addressed in the preparation of a Draft Environmental Impact Report ("DEIR") in addition to those areas previously identified by the County. The County defined the scope of the issues to be considered in the DEIR based in part upon responses to the NOP and issues raised at the public scoping meeting.

G. In due course, a DEIR entitled "Draft Environmental Impact Report: Shiloh I Wind Plant Project" was prepared by Ecology and Environment, Inc. under the direction of the County of Solano Department of Resource Management. The DEIR consists of two volumes: Volume I (Chapters 1 through 20) and Volume II (Appendices A-F). The DEIR addressed the issues raised in the scoping meeting, in response to the NOP and during the Feasibility Analyses, among others. The DEIR is dated January 2005.

H. On January 10, 2005, a Notice of Completion and copies of the DEIR were delivered to the State Clearinghouse (State Clearinghouse No. 2004072037) and the DEIR was circulated for a duly noticed forty-five (45) day public review period that began on January 10, 2005 and ended on February 24, 2005.

I. A notice of availability of the DEIR was mailed to the list of persons who had requested notice maintained by the Department. The DEIR documents were mailed via first class mail to federal, state and local agencies and persons who had requested a copy. Copies of the DEIR were made available at the Fairfield Civic Center Library, Suisun City Library, and the Rio Vista Library.

J. Copies of the DEIR, including appendices, and studies, documents and reports referenced in the DEIR were available for public review at the Department of Resource

Management, 470 Chadbourne Road, Suite 200, Fairfield, until January 14, 2005, and at 675 Texas Street, Suite 5500, Fairfield from January 18, 2005. The DEIR (Volumes I and II) was available to the public at no cost. During the DEIR public review period, copies of the DEIR were obtained from the Department of Resource Management by approximately 27 interested parties.

K. On February 3, 2005, the Solano County Planning Commission held a public hearing to receive comments on the DEIR. Three people spoke at that public hearing.

L. The comment period for the DEIR ended on February 24, 2005. The County received written comments from 12 interested parties.

M. On April 12, 2005 the Solano County Planning Commission held a public hearing to consider the DEIR and Project Approvals.

N. On April 1, 2005, the Final EIR was released for agency and public review. It consists of a description of changes to the project description, an analysis of potential impacts resulting from changes to the project description, an errata section showing changes and correction to various sections of the EIR, a revised section on aesthetic/visual impacts, a revised chapter on biological impacts, additional documentation, and comments and responses to comments on the DEIR.

7. FINDINGS OF FACT

A. General Findings:

1. Impacts Declared To Be Less Than Significant. Except as expressly stated in certain cases below, the Planning Commission agrees with the characterization of the FEIR with respect to all Impacts identified as “less than significant” or “no impact,” and finds that those Impacts have been described accurately and are less than significant or no impact as so described in the FEIR. This finding applies to the following numbered impacts:

Section 5.0 Aesthetic/Visual Resources

- 5.4.3 AES-2 Potential degradation of visual character of the views from residences in the Project Area and along Montezuma Hills Road due to substations and accessory structure
- 5.4.3 AES-3 Possible impact on scenic vistas from Highway 12 and Grizzly Island Road
- 5.4.3 AES-5 Potential impact on anticipated views for recreational boaters and hunters

Section 6.0 Agricultural Resources

- 6.4 AG-1 Potential conflicts with Williamson Act Contracts and other Zoning Regulations
- 6.4 AG-2 Conversion of Lands to Non-Agricultural Use
- 6.4 AG-3 Temporary impacts to agricultural lands during construction
- 6.4 AG-4 Temporary impacts to adjacent agricultural lands during construction

- 6.4 AG-5 Soil Erosion, loss, and productivity
- 6.4 AG-6 Resumption of agricultural use

Section 7.0 Air Quality

- 7.3.1 AIR-3 Long-term benefit to air basin air quality

Section 8.0 Biological Resources

- 8.5.2 BIO-3 Increased sedimentation to aquatic environments

Section 9.0 Cultural Resources

- 9.5 CUL-1 Potential impacts to historic structures

Section 12.0 Hydrology and Water Quality

- 12.4 WQ-1 Direct Impacts to Wetlands and Streams
- 12.4 WQ-3 Increased rate of storm water runoff
- 12.4 WQ-4 Use of local domestic water or water from the Sacramento River

Section 13.0 Land Use and Population

- 13.4 LU-1 Conflicts with existing plans and policies.
- 13.4 LU-2 Potentially cause population growth

Section 14.0 Noise

- 14.5 NOI-3 Low-frequency noise from wind turbines

Section 15.0 Public Services and Utilities

- 15.4 PSU-2 Potentially increase demand for public utilities
- 15.4 PSU-5 Potential interference with navigational system

Section 16.0 Recreation

- 16.4 Rec-1 Impacts to Montezuma Slough Day Use Area, Railway Museum, and Suisun Marsh

Section 17.0 Safety

- 17.4 SA-4 Exposure to electromagnetic fields

Section 18.0 Transportation

- 18.4 TRA-4 Potential increase in traffic due to operations-related traffic
- 18.5 TRA-5 Roadway Setbacks

Section 20.0 Cumulative Impacts

- Agriculture
- Cultural Resources
- Geology, Soils, and Mineral Resources
- Hazardous Materials
- Land Use and Population

- Noise
- Public Services and Utilities
- Recreation
- Safety
- Traffic

The FEIR identifies the following significant environmental impacts associated with the Project and Mitigation Measures adopted to reduce these significant impacts to a less-than-significant level. To the extent the Mitigation Measures will not mitigate or avoid all significant impacts, it is hereby determined that any remaining significant unavoidable adverse impacts are acceptable for the reasons specified in the Statement of Overriding Considerations (Section R, below).

2. Mitigation Measures Implemented. The Mitigation Measures identified below are presented in summary form. For a detailed description of impacts and Mitigation Measures, see the appropriate text in the FEIR. Except as expressly otherwise stated in certain cases below, all Mitigation Measures proposed in the FEIR shall be implemented.

3. Mitigation Monitoring and Reporting Plan. Except as expressly otherwise stated in certain cases below, the Mitigation Monitoring Plan (“MMRP”) will apply to all Mitigation Measures adopted with respect to the Development pursuant to all of the Project Approvals and will be implemented.

4. Project Approvals Incorporate The Mitigation Measures And The MMRP. The Mitigation Measures and the MMRP have been incorporated into the Project Approvals and have thus become part of and limitations upon the entitlement conferred by the Project Approvals and are enforceable by the County.

5. Impacts Summarized. The descriptions of the Impacts in these findings are summary statements. Mitigation Measures are numbered to correspond to listings in the DEIR and FEIR. Reference should be made to the DEIR and FEIR for a more complete description.

B. Aesthetic/Visual Resources (DEIR Chapter 5, FEIR Section 3.1)

1. Impact AES-1. Potential alteration of anticipated views of the landscape for the community of Birds Landing.

(a) Mitigation Measures. None available.

(b) Implementation. Not applicable since no Mitigation Measures are available.

(c) Findings. Because the Project is located near two small communities, Birds Landing and Collinsville, sensitive observers in the area may potentially be affected by the visual impacts of the Project. Possible mitigation could include the color treatment of the WTGs and an alternate layout and placement design to reduce visual impacts to the identified viewers. However, regardless of color selection, the visible WTGs seen at less than ¾ mile from sensitive viewpoints could result in an unavoidable significant impact.

The selection of a non-reflecting gray color would result in improved blending of the WTGs into middle ground and background horizon views from distant viewpoints (beyond ¼ mile from proposed WTGs). The alternate layout and placement design would reduce visual impacts from the viewpoints discussed herein. However, other Project viewpoints would have more proximate views of a revised Project resulting in significant unavoidable impacts elsewhere within the Project Area. Relocation of the WTGs may also reduce wind efficiencies.

The Project would have a significant and unavoidable impact on the visual elements of the existing views from Birds Landing, and there are no feasible Mitigation Measures. The Planning Commission finds that the design of the Project reduces the potential adverse visual impacts resulting from the Project to the greatest extent possible. These significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

2. Impact AES-4. Potential degradation of the visual character of the landscape from public roads and dispersed rural residential viewers.

(a) Mitigation Measures. None available.

(b) Implementation. Not applicable since no Mitigation Measures are available.

(c) Findings. The visual impact would affect local residents and travelers in the area, and would result in changes to the driving experience of motorists traveling general use public roadways in the Project area. This impact is significant and is not mitigable. The Project would still significantly alter the visual appearance of the landscape when viewed from Montezuma Hills Road, Olsen Road, and Talbert Lane and from dispersed rural residential viewpoints not considered in Impact AES-1. Mitigation could include the color treatment of the WTGs and an alternate layout and placement design to reduce visual impacts to the identified viewers. Regardless of color selection, the visible WTGs seen at less than ¼ mile from sensitive viewpoints would result in an unavoidable significant impact. The selection of a non-reflecting gray color would result in improved blending of the WTGs into middle ground and background horizon views from distant viewpoints (beyond ¼ mile from proposed WTGs). The alternate layout and placement design would reduce visual impacts from the viewpoints discussed herein. However, other Project viewpoints would have closer views of the Project resulting in significant unavoidable impacts elsewhere within the Project Area.

The Planning Commission finds that incorporating these design measures into the Project will reduce the Impacts, but not to a level that is less than significant. No Mitigation Measures are feasible to address this visual impact. The impact would remain significant and unavoidable. The significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

3. Impact AES-6. Potential light and glare due to the addition of FAA lighting atop Project turbines.

(a) Mitigation Measure. MM AES-6.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. MM AES-6 requires the project proponent to light the turbines in accordance with FAA requirements only. The turbines shall not be lighted for other reasons. Implementing this Mitigation Measure will reduce Impact AES-6 to a less than significant level.

4. Impact AES-7. Potential aesthetic impacts from decommissioning of the Project facilities.

(a) Mitigation Measure. MM AES-7.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. Commercial wind turbines typically have a 20- to 30- year design life span and require maintenance to remain cost effective. Unless removed, the abandoned turbines and other ancillary equipment that have exceed their service life could result in long-term aesthetic impacts. To mitigate this potential impact, MM AES-7 requires that when the project is decommissioned, all facilities be removed to a depth of 3 feet below grade, and unsalvageable material shall be disposed of at authorized sites. The soft surface shall be restored to as close as reasonably possible to its original condition. In addition, reclamation procedures shall be based on site-specific requirements and techniques commonly employed at the time the area is to be reclaimed, and shall include regrading and revegetation of all disturbed areas. Lastly, decommissioned roads shall be reclaimed or left in place based on landowner preference. Implementing this Mitigation Measure will reduce Impact AES-7 to a less than significant level.

C. Agricultural Resources (DEIR Chapter 6)

All Impacts identified in the Agricultural Resources section are less than significant.

D. Air Quality (DEIR Chapter 7)

1. Impact AIR-1. Short-Term Increase in Emissions of Regulated Pollutants.

(a) Mitigation Measures. MM AIR-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The emissions of NO_x during construction period would exceed Yolo-Solano Air Quality Management District significance thresholds. Construction would also cause a minor temporary reduction of local ambient air quality due to emissions of NO_x, CO, and volatile organic compounds (“VOCs”) generated by the construction equipment and associated vehicles. Equipment and vehicle exhaust could also contribute to existing violations of ozone and particulate standards during site preparation and construction of roads, turbines, and associated facilities.

MM AIR-1 will significantly reduce the levels of NO_x, CO, and VOCs through application of EPA required controls. As recommended by the Yolo-Solano Air Quality Management District, construction mitigation shall involve emissions reductions of NO_x, reactive organic gases, and PM₁₀, which may include reformulated fuels, emulsified fuels, catalyst and filtration technologies, cleaner engine re-powers, and new alternative-fueled trucks (YSAQMD 2004c). As recommended by the Bay Area Air Quality Management District (“BAAQMD”), the Project shall reduce emissions from construction equipment exhaust by implementing the following Mitigation Measures to the extent feasible and practicable: (1) minimizing idling time (e.g., 5-minute maximum); (2) maintaining properly tuned equipment; and (3) limiting the hours of operation of heavy-duty equipment and/or the amount of equipment in use (BAAQMD 1999).

However, even with implementation of these Mitigation Measures, this impact remains significant and unavoidable. The significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

2. Impact AIR-2. Short-Term Increase in Dust.

(a) Mitigation Measures. MM AIR-2.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Emissions of airborne dust could contribute to existing violations of PM₁₀ standards during the construction period. MM AIR-2 would mitigate the impacts to the air quality by requiring the emissions of airborne dust to be controlled using industry-accepted dust control measures, as shown in Tables 7.3-3 through 7.3-5 of the DEIR. A Construction Fugitive Dust Control Plan shall be prepared and submitted for approval before commencement of construction activities to describe how to minimize fugitive dust generated by construction activities in accordance with Tables 7.3-3 through 7.3-5 of the DEIR and Bay Area Air Quality Management District and Yolo-Solano Air Quality Management District requirements. Disturbed areas that would not be covered with surface structures, such as buildings and pavement, following construction activities shall be stabilized. This may involve planting these areas with suitable vegetation to minimize future on-site soil loss and off-site sedimentation. However, implementation of these Mitigation Measures would still not reduce this impact to a less than significant level. The

significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

E. Biological Resources (DEIR Chapter 8, FEIR Section 3.2)

1. Impact BIO-1. Permanent and Temporary Habitat Loss

(a) Mitigation Measures. MM BIO-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The Project Area consists of agricultural lands and nonnative grasslands, which provide habitat to avian species. Some of these areas would be temporarily and permanently disturbed during clearing and grading for staging areas, turbine foundations, burying of underground cable, and other construction activities. In order to minimize the temporary disturbance to habitat and wildlife during construction, MM BIO-1 requires the Applicant to require the construction contractor to implement the following measures to the extent feasible:

- Confine construction to necessary work areas. Fence or flag both the construction area and exclusion areas, such as wetlands and sensitive plants, to minimize the construction footprint and prevent intrusions into the surrounding areas. Confining the work area would protect sensitive biological resources, and minimize unnecessary habitat loss.
- Minimize disturbance to habitats and vegetation during site preparation and development. Clearing of vegetation, grading, and other soil disturbance would be restricted to those areas required for construction.
- Clearing and grading of large areas would be avoided.
- Maintain a 500-foot setback from groves of mature trees, which may provide habitat for raptors protected by CDFG.

After construction, the Applicant would reseed or restore the construction area to preconstruction conditions to avoid permanent habitat loss. Areas cleared of vegetation would be seeded with grasses or other vegetation as follows:

- Revegetation would be implemented in accordance with Solano County guidelines and the input of local farmers/farm residents.
- Disturbed or graded areas would be planted with fast-growing and deep rooted grasses or ground cover, preferably native to the area.
- If required, previously vegetated areas and inactive portions of the construction site would be seeded and watered until vegetation is grown.

- Any trees removed would be replaced with the same or compatible species.
- Revegetated areas would be monitored annually for complete and successful ground cover, and revegetated (if required) to conform to the requirements of the County Grading Ordinance. Revegetation should be continued, if determined by Solano County, for the life of the Project.

These restoration measures would restore habitat temporarily disturbed during construction. However, even after restoration of the construction area, some habitat would be permanently converted to Project infrastructure. The total acres of habitat that would be lost would be a maximum of approximately 85.5 acres or 1.25 percent of the total 6,800-acre Project Area. In addition, clearing and grading and Project traffic could result in mortality of some common wildlife. Since most the project area is in active agricultural use, there is little suitable habitat for ground-nesting songbirds. Nevertheless, the majority of construction will not commence until June when a majority of ground-nesting songbirds have fledged and are no longer nesting. Preconstruction surveys for ground-nesting songbirds will occur concurrently with surveys for Burrowing Owl to minimize potential impacts on these species. If ground-nesting songbirds, particularly concentrations of nesting songbirds or sensitive species, are found in areas where ground-disturbance will occur, the areas will be avoided if feasible by delaying ground disturbance in the area until the birds have fledged, or the project component will be rerouted to avoid the area. Given the abundance of these wildlife species and the agricultural land and grassland habitat within and outside the Project Area, this impact is considered less than significant.

2. **Impact BIO-2.** Direct Impacts to Wetlands and Streams

(a) **Mitigation Measures.** MM BIO-2a and BIO-2b.

(b) **Implementation.** Mitigation Measures will be included in conditions of approval for the project.

(c) **Findings.** Construction and Project installation could result in the loss of aquatic habitats that bisect the Project Area. In addition, there are 4 potential underground crossings of seasonal streams/wetlands where Horizontal Directional Drilling (HDD) would be used to install power collection lines. The Suisun Marsh, an important wetland area on a regional and statewide scale, is located adjacent to the Project Area. Impacts to wetlands and streams are potentially significant. To avoid impacts to waters of the U.S., MM BIO-2 requires the turbines, aboveground substation, roads and switchyard to be located outside and away from wetlands, drainages, streams, and other sensitive natural features. Project components would be constructed using the following recommended setbacks:

- 100-foot setback from wetlands and streams based on guidance from the Corps and CDFG;
- 567-foot setback from vernal pools that provide habitat for special-status plants and wildlife protected by the USFWS; and

- 567-foot setback from ponds that may provide habitat for water birds protected by the CDFG. A qualified wetland biologist would identify and flag the boundaries of the wetlands prior to construction as “exclusion areas,” so that construction crews would follow the recommended setbacks. Support facilities such as underground cables would also be sited away from these sensitive natural resources to the extent feasible. In most instances, new overhead lines would only be used to specifically avoid impacts to sensitive natural resources. No foundations, utility poles, or other permanent facilities would be located within waters of the U.S.

In addition, ground disturbance during construction would be sited at least 100 feet from the boundaries of the wetlands to the extent feasible to minimize secondary effects to the identified wetlands. All fueling and storage areas would also be located at least 100 feet from intermittent streams and wetlands to prevent spills of fuel or other hazardous materials from affecting wetlands and streams. In addition to this general avoidance measure, the Applicant will reduce the impacts from Horizontal Directional Drilling by conducting on-site briefings for HDD workers and erecting barriers (straw bales or sedimentation fences) between the bore site and nearby sensitive resources prior to drilling. In the event a frac-out is detected, the following measures will be implemented to reduce or minimize effects on sensitive resources: (1) All work will stop until the frac-out has been contained and cleaned up; (2) The frac-out area will be isolated with hay bales, sand bags, or silt fencing to surround and contain the drilling mud.

Given the public concern regarding the Suisun Marsh and wetlands in the Project Area, during construction, the qualified wetland biologist would hold tailgate environmental training sessions with construction personnel. Runoff to or erosion of the adjacent Suisun Marsh Secondary Management Area would also be controlled according to the Project Storm Water Pollution Prevention Plan (“SWPPP”).

Given the fact that the secondary management area provides a buffer to the primary management area, and that appropriate erosion control measures would be implemented, it is unlikely that the proposed Project would have significant effects on the Suisun Marsh. Furthermore, the wind turbines would be located at least 1,000 feet from the western boundary of the Project Area, as required for safety, providing an additional 1,000-foot buffer. With the implementation of these additional measures, there would be no significant impacts to the Suisun Marsh, salt marsh harvest mouse, or other species occurring in downstream environments.

Implementation of these mitigation measures will reduce this impact to less than significant.

3. Impact BIO-4. Loss of Special-Status Plants.

(a) Mitigation Measures. MM BIO-4.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Two special-status plants, Carquinez Goldenbrush and Gairdner's Yampah, were identified in the Project Area during floristic surveys. Construction in the Project Area may result in loss of those plants. MM BIO-4 will be implemented to prevent any indirect or inadvertent impacts to these special-status plants by requiring the Applicant to have a qualified botanist identify and flag the boundaries of the Carquinez goldenbush and Gairdner's yampah populations prior to construction.

All construction activities would be located outside these flagged areas, including clearing and grading, construction traffic, or any activities associated with the proposed power collection system routes. If the final power collection system route crosses the location of these sensitive plants, horizontal boring techniques would be used, after prior approval from the Solano County Department of Resource Management, USFWS, and CDFG. To prevent spills of fuel or other hazardous materials from affecting these plants, all fueling and storage areas would be located at least 100 feet from these locations.

In addition, during construction, a qualified botanist would hold tailgate environmental training sessions with construction personnel to inform them of the special-status plants in the Project Area. These training sessions would include information about the locations of these plants, resource avoidance, permit conditions, and possible fines for violations of State or Federal environmental laws.

Implementation of these mitigation measures would reduce impacts to special status plants to less than significant.

4. Impact BIO-5. Temporary Impacts to Sensitive Wildlife Species.

(a) Mitigation Measures. MM BIO-5.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. There are five semi-aquatic species considered to have a moderate or high potential to occur in the Project Area, including California tiger salamander, Conservancy fairy shrimp, Midvalley fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp. To mitigate the potential impacts, MM BIO-5 will require the following.

California Tiger Salamander and Invertebrates: A site assessment of the Project area was conducted and concluded that the Project area was within the range of the species and that there was potential for occurrence of California tiger salamander ("CTS"), but such potential was relatively low. To avoid significant impacts to CTS, all turbines, collection cables, and other Project facilities would be located away from vernal pools and stock ponds to provide an upland buffer. As recommended in the study cited by the USFWS,

all Project components would be located a minimum of 567 feet from vernal pools and stock ponds. This buffer would also provide protection to the four listed shrimp and other aquatic species living in these habitats. In addition, the following mitigation measures will be implemented: (1) Ground-disturbance activities within 0.5 mile of potential wet CTS habitat will occur during the dry season (typically June 1st through October 15th); (2) A worker-training program covering the California tiger salamander will be conducted before groundbreaking. The program will provide workers with information on their responsibilities with regard to the species, and overview of the appearance of the species, and a description of the measures being taken to reduce the potential effects to the species during project construction; (3) A qualified biologist will conduct a preconstruction survey to assess the potential for CTS appearance relative to the quality and status of wetland and upland habitats in the vicinity of project features and will identify any key areas that would require avoidance. Qualified surveyors/monitors will be onsite during construction to provide clearance for all work activities in potential CTS habitat, including potential movement corridors and hibernation sites. (4) If a California tiger salamander is encountered during construction work, activities will cease until the salamander is removed and relocated by a U.S. Fish and Wildlife Service-approved biologist. In the event of injury or mortality to a California tiger salamander, the U.S. Fish and Wildlife Service will be notified immediately; (5) Signs that can be easily read from at least 20 feet away will be placed to indicate potential California tiger salamander habitat that must be avoided by construction personnel. Prior to construction, a biologist will determine the location and number of signs necessary; (6) To prevent inadvertent entrapment of California tiger salamanders during the Project, deep trenches that are within 2,000 feet of the vernal pools or stock ponds will be completely covered using plywood or other appropriate materials at the close of each working day. Before the trench is filled, it will be thoroughly inspected for trapped animals. If at any time a trapped California tiger salamander is discovered, the U.S. Fish and Wildlife Service-approved biologist will carefully remove the animal by hand and place it at the entrance of a suitable rodent burrow within walking distance from the excavation site, but outside the area where the animal could be injured or killed by project activities. The rescued California tiger salamander will be monitored until it enters the burrow. The U.S. Fish and Wildlife Service, California Department of Fish and Game, and Solano County Department of Resource Management will be notified by telephone and letter within one (1) working day if a California Tiger Salamander is found in the project area; (7) To eliminate the attraction to predators of the California tiger salamander, all food-related trash items such as wrappers, cans, bottles, and food scraps that are within 2,000 feet of the vernal pools or stock ponds will be disposed of in closed containers and removed from the project site at the end of each working day; and (8) Best management practices (required as part of the SWPPP) will be implemented to prevent sediment from entering suitable California tiger salamander habitat at the project site, but not limited to, silt fencing, sterile hay bales, and temporary sediment disposal.

Western Burrowing Owl: To avoid impacts on the western burrowing owl, the following guidelines adapted from the *CDFG Staff Report on Burrowing Owl Mitigation* (CDFG 1995) would be implemented:

1. Although no burrowing owls have been observed in preconstruction surveys to date, preconstruction burrowing owl surveys shall be conducted in all areas that may provide suitable nesting habitat according to CDFG (1995) guidelines. No more than 30 days before construction, a survey for burrows and burrowing owls shall be conducted by a qualified wildlife biologist within 500 feet of the construction corridor in areas suitable for burrowing owls. The survey shall conform to the protocol described by the California Burrowing Owl Consortium (1993) which includes up to four surveys on different dates if there are suitable burrows present.

2. The Project developer shall avoid disturbing active burrowing owl nests and implement standard CDFG mitigation guidelines during the non-breeding season.

- If occupied owl burrows are found during preconstruction surveys, a determination shall be made by a qualified biologist in consultation with CDFG as to whether access road construction or other proposed construction activities would impact occupied burrows or disrupt reproductive behavior.
- If it is determined that construction activities would not adversely affect occupied burrows or disrupt breeding behavior, construction may proceed without any restriction or mitigation measures for burrowing owls.
- If it is determined that construction could adversely affect occupied burrows during the August 31 through February 1 non-breeding season, the subject owls may be passively relocated from the occupied burrow(s) using one-way doors. There shall be at least two unoccupied burrows suitable for burrowing within 300 feet of the occupied burrow before one-way doors are installed. The unoccupied burrows shall be located at least 160 feet from construction activities and can be natural burrows or artificial burrows constructed according to current design specifications. Artificial burrows shall be in place at least one-week before one-way doors are installed on occupied burrows. One-way doors must be in place for a minimum of 48 hours before burrows are excavated.

By implementing the above mitigation measures, habitat used by special-status species would be avoided. No permanent habitat loss would occur. After mitigation, impacts are considered less than significant.

5. Impact BIO-6. Temporary Impacts to Nesting Raptors and Special-Status Birds.

(a) Mitigation Measures. MM BIO-6.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Construction activities could have potential impacts to raptors and special-status birds as a result of disturbance of nests. Special-status raptors in the Project Area include Northern harriers, Swainson's Hawk, White-tailed kite, Golden eagle,

Prairie falcon, Merlin, Cooper's Hawk, Ferruginous hawk, and Short-eared owl. Non-raptor special-status birds observed in the Project Area include American white pelican, Loggerhead shrike, Long-billed curlew, Tri-colored blackbird, Suisun song sparrow, and Mountain plover. MM BIO-6 requires the following measures to mitigate the temporary impacts to raptors and other non-listed special-status birds:

- A no-disturbance buffer zone shall be established around active nests during the breeding season. If construction activities (including removal of trees or shrubs) are scheduled to occur during the breeding season (February 1 through August 31), a qualified wildlife biologist shall conduct preconstruction surveys of all potential nesting habitat within 500 feet of construction activities. Surveys will be conducted no more than 30 days prior to construction activities.
- If active nests are found, a 500-foot no disturbance buffer shall be created around active raptor nests during the breeding season or until it is determined that young have fledged. A 250-foot buffer zone shall be created around nests of other special-status birds.
- If the nest(s) are found in an area where ground disturbance is to occur, Applicant will avoid the area, if feasible, by delaying ground disturbance in the area until the birds have fledged, or will reroute the project component to avoid the area.
- If surveys indicate that nests are inactive or potential habitat is unoccupied during the construction period, no further mitigation shall be required. Trees and shrubs that have been determined to be unoccupied by special-status birds or that are located more than 500 feet from active nests may be removed.
- If construction is scheduled to occur during the non-nesting season, then no surveys shall be required.

With the implementation of these mitigation measures, this impact would be less than significant.

6. Impact BIO-7. Displacement of Waterfowl and Other Birds.

(a) Mitigation Measures. MM BIO-7.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. While the amount of habitat altered by a wind power project footprint is a very small percentage of the Project Area, the area impacted by the moving rotors can extend for many meters and potentially disturb or displace nesting and foraging birds. Based on a review of current research, mountain plovers, curlew, and other waterfowl and shorebirds may be disturbed and displaced from small areas after installation of wind turbines. To avoid any potential impacts to the migration or flight patterns of waterfowl or

other birds using the Suisun Marsh, MM BIO-7 requires that the Applicant maintain a minimum 1,000-foot setback from the boundary with the Secondary Management Area. This would separate the nearest wind turbine from the Primary Management Area by 2,600 feet. These Mitigation Measures will ensure that the impact remains less than significant.

7. Impact BIO-8. Impacts to Raptors and Other Species from Overhead Wires.

(a) Mitigation Measures. MM BIO-8.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Overhead wires installed for Project operation could result in electrocution of or a collision with raptors and other species. However, the impact to raptors from power line strikes would be extremely low, given that almost all utility lines would be underground. MM BIO-8 would reduce the potentially significant impacts to raptors by requiring Project design elements for the limited 50-foot high overhead collection lines that include the following:

- All jumper wires would be insulated (5-kV minimum rating and preferably 10-kV to 15-kV).
- All exposed terminals (e.g., pot heads, lightning arresters, and transformer bushings) would be covered by wildlife boots or other insulating materials.
- Non-conductive materials (e.g., fiberglass, wood) would be used instead of the straight, aluminum-type combination arms on riser poles.
- Energized wires would be placed a safe distance apart: 60 inches for crossarm configuration, 55 inches for armless configuration.
- No cut-outs or riser poles would be used.
- Jumper leads would be oriented in a vertical configuration to discourage bird perching.
- Bonding of pole top devices mounted on non-conductive arms would be done with insulated wire.
- A minimum conductor wire size of 4/0 would be used to increase the visibility of the wire.
- Excepting angle poles of overhead lines, none of the installed facilities would require the use of guy wires. All turbines and meteorological and microwave towers would be free standing.

- Bird diverters would be installed on the overhead lines.

With the implementation of these mitigation measures, this impact would be less than significant.

8. Impact BIO-9. Mortality of Raptors, Bats, and Avian Species.

(a) Mitigation Measures. MM BIO-9.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Project operation is expected to result in mortality of raptors, bats, and other avian species from collision with wind turbines. Whether the level of fatalities would likely be biologically significant is dependent on the origin of the birds and bats and their population size.

MM BIO-9 will offset impacts to raptors and other species, by requiring the Applicant to provide mitigation in the form of planning, monitoring, agency consultation, and compensatory mitigation.

As part of Project planning, the Applicant has sited facilities away from potential raptor and waterfowl nesting habitat. Turbines have been sited at least 500 feet from groves of mature trees, which could provide nesting habitat to raptors and other birds. Facilities would be set back at least 100 feet from wetlands and streams and 567 feet from vernal pools and ponds. With the minimum 1,000-foot setback from Shiloh and Collinsville roads, facilities would also be more than 1,000 feet from the boundary of the Suisun Marsh Secondary Management Area, which would provide a buffer from waterfowl habitat. In addition, all transmission lines and facilities would be located to avoid crossing ridge tops to the extent feasible. In addition, the power collection lines will all underground between turbines and to the Shiloh I substation. Flight diverters are recommended as a potential, but not yet proven, mitigation by the California Energy Commission report on the Altamont for certain turbines. Data will be collected by a qualified ornithologist monitor as described further below.

Habitat setbacks and bird diverters are expected to deter birds to some extent; however, it is expected that many birds will continue to fly through the turbine areas. To calculate bird strikes and further assess potential impacts to raptor species, the Applicant shall conduct annual monitoring of bird mortality in the Project Area, as follows:

- Qualified ornithologists would conduct annual bird mortality monitoring throughout the Project Area.
- The species, number, location and distance from turbine, availability of raptor prey species, and cause of bird and bat mortalities would be noted. All results would be provided to the Wildlife Response and Reporting System ("WRRS") database.

- The monitoring would follow standardized guidelines outlined by the National Wind Coordinating Committee (Anderson et al. 1999) for a minimum of three years following the first delivery of power.
- The Applicant would contribute to the efforts of the Avian Research Task Force to develop mitigation measures to lessen potential impacts to raptors as a result of wind turbine generator operation.

In addition, the Applicant shall analyze the banding information obtained from the CDFG to assess the origin and population of red-tailed hawks, American kestrels, and other raptors. If the origin of raptors were determined to be outside the region, this would reduce local population impacts. However, it would not reduce Project impacts to less than significant.

The Applicant would provide mitigation, including compensatory mitigation, where applicable, to further mitigation for bird and bat strikes, as outlined below:

1. The Project developer shall configure turbine locations to avoid features of the landscape known to attract raptors such as cliff/rim edges.
2. The Project developer shall relocate turbine Nos. A19 and B6 and shall maintain a 500-foot buffer zone around the historical golden eagle nest identified in that area.
3. Prior to Project construction, a Raptor Mitigation Plan ("RMP") shall be developed. The Plan shall contain specific provisions for actions to minimize or offset impacts to golden eagles and other raptors and shall include the following:
 - Move rock piles away from wind turbines.
 - Construct tower pads to prevent under-burrowing by small mammals.
 - Install bird flight diverters at the ends of strings and at the edges of clusters of turbines if determined necessary after three years of fatality data have been collected and based on recommendation of Solano County Avian Technical Advisory Working Group.
 - Design turbines so the lowest reach of rotor planes is no lower than 26 meters off the ground.
4. Within two years following the first delivery of power, the Project developer shall purchase an off-site conservation easement for open space suitable as habitat for raptors such as the Golden Eagle and Red Tail Hawk. The conservation easement shall be located within the regional area providing similar habitat as the Project area, but shall be outside the WRA. The developer shall purchase the conservation easement in consultation with the County, the USFWS and the CDFG. The County, in consultation with USFWS and the CDFG, will approve the final location of the

easement. The area would be equal to the total rotor swept area. The total rotor swept area is a little over one acre per turbine multiplied by the number of turbines, which would be approximately 120 acres.

The conservation easement will meet the following minimum requirements:

a. The site to be selected will be dominated by natural vegetation, agricultural lands, or a combination of the two. The primary purpose of this easement will be to provide conservation lands for a variety of bird species that could be potentially impacted by the Project.

Conservation lands would provide breeding opportunities in an effort to offset avian mortality associated with operation of the project. The main species anticipated to be impacted by the project are raptor species such as Golden Eagle, Red-tailed hawk, and American Kestrel, although the easement could also provide habitat for other species such as ground-nesting songbirds. Types of enhancement measures on the easement will be weighted according to the relative abundance of birds impacted by the project and the species specific needs of those species. A number of management measures and enhancements will be provided (if such features are not already present) to provide suitable foraging and nesting habitat on the easement.

b. The conservation easement will be recorded with the appropriate county agency and will run with the land in perpetuity and will contain a list of prohibited activities inconsistent with the purpose of supporting avian breeding opportunities.

c. The applicant will establish a non-wasting funding mechanism to fund the maintenance, management and monitoring of the conserved area. Estimated costs shall be established using a PAR-type analysis. The PAR analysis and funding mechanism shall require approval by the County, in consultation with the resource agencies, prior to recordation of the conservation easement. Management activities or restrictions in the conservation easement would include:

- (1) providing suitable foraging habitat by maintaining or enhancing natural areas, particularly grasslands and seasonal wetlands; or by maintaining compatible agricultural crops and practices. Suitable crop types for foraging raptors include those with low-lying vegetation such as alfalfa and other hays, and various row and grain crops. Unsuitable crop types that would be restricted in the easement would include those that do not provide sufficient accessibility or have low prey densities, such as orchards and vineyards;
- (2) Maintaining or enhancing nesting opportunities by protecting trees or planting trees that are suitable for raptor nesting, including native valley oaks and cottonwood trees.

- (3) Prior to the issuance of the first building permit, the applicant shall establish a letter of credit in favor of the County of Solano from a reputable bank in the amount of \$500,000 to ensure compliance with these provisions.

Within 3 years following the first delivery of power, the Project developer, in conjunction with a qualified wildlife biologist, shall undertake breeding habitat enhancement measures on the conserved property. Types of enhancement measures on the easement will be weighted according to the relative abundance of birds impacted by the project and the species specific needs of those species, but shall include the placement of nesting substrate for Golden Eagles, Red-tailed Hawks and American Kestrels (nesting boxes, trees, perches, and/or other natural features). A number of management measures and enhancements will be provided (if such features are not already present) to provide suitable foraging and nesting habitat on the easement. The implementation of these actions will likely favorably impact other raptors and avian species. The area to be conserved shall be subject to an open space management plan prepared by a qualified wildlife biologist and shall be managed by a public agency or non-profit entity approved by the County of Solano or a designative representative. The Project developer shall be responsible for all mitigation costs including habitat enhancements, preparation and implementation of the open space management plan, and long-term management of the conservation area.

5. Once the Project begins operation, the Project developer shall monitor the site to determine avian and bat mortality rates and the causes of mortality on the site itself for a period of three years. The Project developer shall provide such reports to the County, USF&WS and CDFG, and shall also participate in the Solano County avian Technical Advisory Committee for the term of the monitoring effort, and shall share the results of this research with the Committee, which includes representatives from the County, the resource agencies, and other wind developers in the area.

6. The monitoring described above shall be conducted by an independent biologist, and reports shall contain sufficient information (e.g. the location of dead birds relative to turbine location; the availability of raptor prey species) to allow evaluation of turbine design characteristics and location effects that contribute to mortality. This monitoring shall follow standardized guidelines outlined by the National Wind Coordinating Committee (Anderson et al. 1999) for a minimum of three years following the first delivery of power.

7. After three years of post-construction monitoring data has been obtained, the County shall review the permit, and in consultation with the California Department of Fish and Game and the USFWS to determine if any specific turbine should be relocated due to disproportionately high levels [e.g. more than at other turbines] of avian mortalities and no other mitigation measures are deemed appropriate. The County will determine whether turbines shall be relocated, based on consideration of the following factors:

- (4) Number of Annual Mortalities Per Turbine. Large comparative differences in the number of mortalities per turbine might indicate the need for relocation. In the absence of such large differences, however, this factor probably cannot be considered alone due to limited statistical basis upon which to estimate the number of avian mortalities at each turbine.
 - (5) Disproportionate Representation of a Particular Species. A large number of mortalities of a particular species must also be factored into the relocation decision due to enhanced concern for potential effects on that species population and further support for theories that something in that species' behavior, foraging strategy or flight mechanics make collision avoidance with that particular turbine configuration problematic.
 - (6) Comparison to other Windfarms in the Area. In light of the total body of knowledge accumulated about bird strikes on windfarms, an additional relocation factor is the number of mortalities at particular turbines or group of turbines which is substantially out of line in comparison with the experience of other windfarms in the Solano County Wind Resource Area.
8. The Applicant shall provide reimbursement to the County for a senior staff planner for two weeks annually. This planner shall monitor the implementation of these mitigation measures and others included in this DEIR.

As with the habitat setbacks, monitoring, habitat enhancement, and raptor rehabilitation programs would not reduce Project-related bird strikes to zero, nor would they guarantee replacement of all raptors killed as a result of the Project. Consequently, the level of significance of Project operation to raptors must be considered as significant even after mitigation.

The significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R

F. Cultural Resources (DEIR Chapter 9)

1. Impact CUL-2. Potential impacts to unidentified archaeological resources.

(a) Mitigation Measure. MM CUL-2a.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. While no archaeological resources were identified during the study, impacts to unidentified subsurface archaeological resources within the project area may occur in the future as a result of earth disturbing activities. The MM CUL-2a will require the applicant to notify the Solano County Resource Management Department if any cultural resources are disturbed during excavation. Also, the applicant shall include specific wording in the construction and engineering specifications for this project stating that if evidence of cultural resources is identified during excavation, all work would stop in an area

within 100 feet of the find until a qualified archaeologist can assess the significance of the find. Implementing this Mitigation Measure will reduce the Impacts to a level that is less than significant.

G. Geologic Resources (DEIR Chapter 10)

1. Impact GEO-1. Damage due to direct rupture along fault lines.

(a) Mitigation Measures. MM GEO-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The Project does not cross potentially active faults. However, the Project Area is located within 1 mile of the active Kirby Hills-Montezuma Hills Fault, and within 25 miles of Marsh Creek-Greenville, Cordelia-Concord-Green valley, Diablo Thrust, and Calaveras faults. Damage to wind turbines or other facilities could occur from direct rupture along fault lines. This impact is considered potentially significant. Therefore, MM GEO-1 requires that the Project facilities be designed to withstand substantial fault movement without rupture. The Applicant must also complete final geotechnical studies, as outlined in MM GEO-2 below. With the implementation of these mitigation measures, the impact is considered less than significant.

2. Impact GEO-2. Ground shaking and landslides.

(a) Mitigation Measures. MM GEO-2.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. In the event of an earthquake, ground shaking or landslides near the Project could affect Project facilities and surrounding communities. To mitigate potential geologic hazards in the Montezuma Hills, MM GEO-2 requires a geotechnical study to be conducted to evaluate soil conditions and geologic hazards in the Project Area. The geotechnical study must be signed by a California-registered geologist and approved by Solano County, and identify the: (1) Location of fault traces and potential for surface rupture; (2) Potential for seismically induced ground shaking, liquefaction, landslides, differential settlement, and mudflows; (3) Stability of existing cut-and-fill slopes; (4) Collapsible or expansive soils; (5) Foundation material type; (6) Potential for wind erosion, water erosion, sedimentation, and flooding; and (7) Location and description of unprotected drainage that could be impacted by the proposed development. The Project shall, based on the results of this study, be designed to: (1) Follow safety and building codes, and other design requirements, as indicated by the site-specific geotechnical review, including the UBC; (2) Use existing roads to the greatest extent feasible to minimize increased erosion; (3) Design fill slopes for an adequate factor of safety, considering material type and compaction, identified during the site-specific geotechnical study; (4) Cut slopes with a slope ratio compatible with the known geologic conditions, or be stabilized by a buttressed

fill; (5) Avoid locating roads and structures near landslide and mudflow areas. Where avoidance of landslide areas is not feasible, relatively flat cut-and-fill slopes would be constructed (2 horizontal: 1 vertical, or 26 percent, or flatter). Roads would be constructed with slope buttressing consisting of excavation of the unstable materials, installation of subdrains, and reconstruction of the slopes to the designed grades using the excavated materials in properly compacted fills. Stabilization of soil, where required for tower foundations, will use the same methods; (6) Utilize setback requirements from surrounding uses, including roads or utilities and/or diversion walls to mitigate impacts from mudflow-prone areas; and (7) Avoid locating turbine locations, transmission lines, and associated structures astride faults, lineaments, or unstable areas. Where service lines or utilities cross the potentially active faults, they shall be designed to withstand vertical and horizontal displacement. In some cases, depending on the findings of the site-specific geotechnical study, removal and replacement of shrink-swell soils with a non-expansive or non-collapsible soil material may also be necessary for mitigation. With the implementation of these mitigation measures, this impact is considered less than significant.

3. Impact GEO-3. Increased Erosion and Expansive Soils.

(a) Mitigation Measures. MM GEO-3.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Construction of the Project would result in minor clearing of land, which in turn, could increase the potential for erosion. MM GEO-3 mitigates this potential impact by requiring a development of a Project Stormwater Pollution Prevention Plan ("SWPPP") in compliance with the State Water Resources Control Board Construction Storm Water Permit, as further described in Chapter 12.0, Hydrology and Water Quality. The proper implementation of erosion and sedimentation control procedures included in the Project SWPPP would reduce erosion rates during and after construction to essentially natural rates. Any disturbed area must also be monitored by Shiloh each spring for eroding or slump areas.

To reduce the potential for damage to structures from erosion and expansive soils, a geotechnical report shall be prepared for the Project, as discussed previously. All Project facilities and foundations must be designed to withstand erosion and changes in soil density.

With the implementation of these mitigation measures, this impact is considered less than significant.

H. Hazardous Materials (DEIR Chapter 11)

1. Impact HAZ-1. Potential Hazardous Materials Spills.

(a) Mitigation Measures. MM HAZ-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. If transformer oil, fuel, and carburetor fluid are handled improperly or if containers for these materials leak, workers or the public could be exposed to hazardous materials. To mitigate this potentially significant impacts, MM HAZ-1 requires the Applicant to prepare a hazardous Materials Business Plan/Spill Prevention, Control, and Countermeasures ("SPCC") plan to avoid spills and minimize impacts in the event of a spill. The Applicant shall store all paint, solvents, and any other hazardous materials in the manner specified by the manufacturer and in accordance with Federal regulations and nationally and internationally recognized codes and standards. Small spray cans of carburetor fluid and other hazardous materials would be stored in an enclosed area in the O&M building. A material safety data sheet shall be stored with each material, as well. In addition, all employees must be properly trained in the use and handling of these materials. The Applicant must also prepare a Storm Water Pollution Prevention Plan. Implementation of these Mitigation Measures would reduce any impact to less than significant.

2. Impact HAZ-2. Encountering Hazardous Materials During Construction.

(a) Mitigation Measure. MM HAZ-2.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. During grading, trenching, and other ground disturbance activities, construction crews could encounter subsurface hazardous materials, although the likelihood is low. There is one property in the vicinity of the Project, the IT Corporation Montezuma Hills Facility, a former Class II-2 hazardous waste disposal facility, with the potential to negatively impact the soil, groundwater, or surface water conditions of the Project Area. Although no wind turbines are located immediately adjacent to the site, and the nearest turbine is more than 2,000 feet from the property boundary, there are potentially significant impacts from hazardous materials during construction. MM HAZ-2 requires that in the even that hazardous contaminants are unexpectedly encountered during construction, construction crews shall stop work and notify the Department of Resource Management. To ensure proper protocol in this event, the Applicant must prepare a written plan prior to construction, which would specify the proper handling, reporting, and disposal procedures. A licensed waste disposal contractor will remove the hazardous materials, once identified, from the site, according to Federal, State, and local requirements. Implementation of this Mitigation Measure would reduce impacts to less than significant.

I. Hydrology and Water Quality (DEIR Chapter 12)

1. Impact WQ-1. Direct Impacts to Wetlands and Streams

(a) Mitigation Measures. MM WQ-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Several intermittent drainages and wetlands are located within the Project Area, and construction has the potential to alter these streams and wetlands as well as original hydrologic patterns. MM WQ-1 minimizes potential impacts to wetlands and streams by incorporating avoidance measures and setbacks. The Applicant plans to use Horizontal Directional Drilling (HDD) to go below wetland areas to install power collection lines. Project components would also be constructed using the following recommended setbacks:

- 100-foot setback from wetlands and streams based on guidance from the Corps and CDFG;
- 567-foot setback from vernal pools that provide habitat for special-status plants and wildlife protected by the USFWS; and
- 567-foot setback from ponds that may provide habitat for water birds and the tiger salamander protected by the CDFG.
- Support facilities such as underground cables would also be sited away from these sensitive natural resources to the extent feasible. In most instances, new overhead lines would only be used to specifically avoid impacts to sensitive natural resources. No foundations, utility poles, or other permanent facilities would be located within waters of the U.S.

To minimize the potential effects from the use of horizontal directional drilling, the Applicant shall incorporate the following measures:

- HDD drilling will occur during the season when the seasonal streams and wetlands in the project area do not have surface water present (i.e., typically June through October).
- On-site briefings will be conducted for HDD workers so that they understand the location of sensitive resources and to ensure that all field personnel understand their responsibility for timely reporting of frac-outs.
- Barriers (e.g., straw bales, sedimentation fences, etc.) will be erected between the bore site and nearby sensitive resources prior to drilling, as appropriate, to prevent any material from reaching sensitive resource areas.
- The necessary response equipment and/or supplied (e.g., vacuum truck, straw bales, sediment fencing, etc.) will be kept on-site by the contractor during HDD operations so that it is readily available in the event of a frac-out.
- To prevent or minimize potential effects in the event of frac-out is detected, the

Applicant will implement the following measures to reduce or minimize effects on sensitive resources: (1) All work will stop until the frac-out has been contained and cleaned up; (2) The frac-out area will be isolated with straw bales, sand bags, or silt fencing to surround and contain the drilling mud.

With the implementation of these Mitigation Measures, this impact will be less than significant.

2. Impact WQ-2. Water Quality Degradation

(a) Mitigation Measures. MM WQ-2.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. MM WQ-2 would minimize erosion potential and subsequent wash-down to low-lying wetland and stream areas by including the following design elements: (1) Development of a Project SWPPP; (2) Locate overhead transmission lines away from streams and wetlands to avoid runoff to these areas; (3) Follow the existing land contours and ridgelines for alignment and location of the proposed service roads; (4) Stabilize graded areas and stockpiled soil; (5) Cut slopes with a slope ratio compatible with the known geologic conditions or stabilization by a buttressed fill; (6) Collect and divert away surface flows from cut and fill slopes into ditches discharging to natural drainages; (7) Use rock channel protection at points where water concentrates in drainage channels; (8) Locate drainage culverts to minimize erosion and maximize storm runoff away from the Project site; (9) During construction, limit vegetation removal and grading to the minimal area necessary and restricted to areas required for construction only; (10) Place erosion control structures between disturbed soil and drainage structures or areas prior to the start of the rainy season; (11) Carry out the grading, construction, and drainage of roads to maintain any downstream water quality; (12) To further minimize the erosion potential, the area shall be seeded with grasses and other vegetation.

The proper implementation of erosion and sedimentation control procedures included in the Project SWPPP combined with successful restoration would reduce erosion rates during and after construction to essentially natural rates. With the implementation of these Mitigation Measures, this impact will be less than significant.

J. Land Use and Population (DEIR Chapter 13)

1. Impact LU-3. Decommissioning

(a) Mitigation Measures. MM LU-3.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The Project is assumed to have a useful life of 30 years. After

the useful life of the Project, if the Project area were not restored properly, the County may be burdened with an area for which they could not properly induce local or regional planning efforts. To mitigate this potential impact, MM LU-3 requires the applicant to set aside decommissioning funds in the form of a bond or corporate surety. A set-aside guarantee bond or corporate surety would be executed on behalf of the Project in favor of the County with an independent administrator of such funds to cover all decommissioning costs. The bond must be maintained for the life of the Project and through any transfer of ownership.

The Planning Commission finds that implementing these Mitigation Measures will reduce the Impacts to a level that is less than significant.

K. Noise (DEIR Chapter 14)

1. Impact NOI-1. Project Construction Could Result in Temporary Noise Impacts At Nearby Residences.

(a) Mitigation Measures. MM NOI-1a (Care of equipment), MM NOI-1b (Restricted Work Hours); MM NOI-1c (Equipment location), MM NOI-1d (Pneumatic tools), MM NOI-1e (Noise complaint plan).

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Site preparation and construction would temporarily increase noise levels at residences in and around the Project Area. The noise would occur mainly from heavy-duty construction equipment. MM NOI-1a ensures mitigation of noise by requiring the equipment engine to be covered and the Applicant to ensure that mufflers are in good working condition. MM NOI-1b, as amended by the Planning Commission, restricts work hours for all noise generating construction activities from 7:00 a.m. to 7:00 p.m. Monday through Friday, and from 8:00 a.m. to 6:00 p.m. on Saturdays and Sundays. MM NOI-1c requires that the Applicant locate stationary equipment, such as compressors and welding machines, away from the noise receptors to the extent practicable. MM NOI-1d requires that the pneumatic tools to be used within 1,500 feet of a residence have an exhaust muffler on the compressed air exhaust. This Mitigation Measure shall be included in the specifications for the Project. Finally, MM NOI-1e requires the Applicant to submit a plan to the Solano County Resource Management Department that details how the Applicant will respond to noise complaints, keep the County apprised of the complaints, and document the resolution of those complaints. The County shall approve the plan before issuing the Project building permit.

The Planning Commission finds that implementing these Mitigation Measures will reduce the Impacts to a level that is less than significant.

2. Impact NOI-2. Wind Turbine Operations Could Generate Noise That Exceeds Permitted Levels at Residences Near the Project Area.

(a) Mitigation Measures. MM NOI-2a, MM NOI-2b.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. MM NOI-2a will mitigate the noise from the wind turbine operations by requiring that the proposed Project be configured such that the operation of the selected wind turbines shall not exceed a CNEL of 50 dBA (or the equivalent 44 dBA) at nearby residences. This level shall be achieved by implementing one or more of the following:

- (7) Use all available sites more than 2,000 feet from residences and configure the turbines for sites within 2,000 feet of residences such that they would have the least practical effect on residents.
- (8) Provide to the County, prior to obtaining a building permit, additional attenuation analyses, based on terrain effects, nighttime wind speed, or other considerations, demonstrating that the proposed configuration will not coincide with the 50 dBA CNEL area of influence at the nearby residences. A residence can be considered outside the CNEL influence area if, for all predicted wind speeds, either 1) the ambient noise exceeds the turbine noise, or 2) the turbine noise is less than the 50 dBA CNEL.
- (9) If the Applicant receives a waiver from a landowner allowing construction of one or more turbines that would place his or her residence within the 50 dBA CNEL, the Applicant may use noise-insulating features such as double-paned windows and door seals to reduce noise impacts, particularly at night, to levels that would be achieved by relocating turbine sites. To be most effective, noise-insulating features should be constructed in connection with mechanical ventilation that would allow windows and doors to be closed for acoustical isolation.
- (10) Provide to the County, prior to obtaining a building permit, a plan for committing to operational limitations or adjustments (such as partial "feathering" of the turbine blades) during nighttime hours or other provisions that would be implemented based upon noise complaints from nearby residents. Such limitations would provide a basis for reducing the CNEL penalty imposed for nighttime noise. The plan would not be implemented unless field measurements verify that noise from nearby turbines substantially influences noise levels at the residence and exceeds the 50 dBA CNEL criterion and the County has reviewed and approved these measures.
- (11) Relocation of proposed turbines pursuant to table 14.5-3, as may be determined necessary by the County, should the preceding mitigation prove not to be fully effective.
- (12) Prior to the installation of the turbines, the Applicant shall provide a written

study to the County Resource Management Department demonstrating how the Project, using a combination of the above measures, would achieve compliance with the 50 dBA CNEL (or 44 dBA equivalent) standard.

MM NOI-2b would ensure mitigation of noise from wind turbine operations by requiring following measures. Upon receipt of a reasonable complaint alleging that noise from the operation of the Shiloh I turbines is causing noise levels at the exterior of a residence to exceed the 50 dBA CNEL:

- (13) The Solano County Building Official or the County Sheriff shall report the matter to the Applicant and to the Solano County Department of Resource Management ("DRM").
- (14) The Solano County DRM shall commission, at Applicant's expense, a qualified acoustical firm to conduct a site-specific study to verify whether noise levels routinely exceed the 50 dBA CNEL criterion at the residence and whether these levels can be attributed to the operation of specific Shiloh I turbines. All findings shall be consolidated into a single report. The acoustical firm shall be authorized to require that the Applicant cease operation of the specified turbines at such times as may be necessary for a period not to exceed 10 days to verify that the noise levels at the residence would be noticeably reduced (3 dBA decrease in sound levels) by modifications to, or restrictions on, the operation of the specified Shiloh I turbines. Upon Verification of the complaint, the qualified firm shall identify the circumstances and measures that could be undertaken to ensure conformance with the 50 dBA CNEL (or 44 dBA equivalent) standard.
- (15) For 30 days after the receipt of the verification of the complaint and mitigation recommendations, the Applicant shall attempt in good faith to negotiate a resolution of this matter with the party making the allegation and shall report any such resolution to the DRM in a timely manner.
- (16) If a resolution of the complaint is not achieved within 30 days, the DRM shall require the Applicant to implement one or more of the recommendations specified in the acoustical report to achieve conformance with the applicable standards, which may include turbine relocation.

The Commission finds that implementing these Mitigation Measures will reduce the Impacts to a level that is less than significant.

L. Public Services and Utilities (DEIR Chapter 15)

1. Impact PSU-1. Public Services

(a) Mitigation Measures. MM PSU-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. MM PSU-1 would avoid and minimize potential impacts on existing medical and emergency care services by requiring the construction contractor to develop and follow a County-approved Health and Safety Plan. The Applicant must also notify the Solano Emergency Medical Services Cooperative and the affiliated Rio Vista Fire Department in advance of Project activities. This would allow the agencies to be prepared for any increase in demand. Implementation of these Mitigation Measures would reduce this impact to a less than significant level.

2. Impact PSU-3. Interference with Microwave Transmissions

(a) Mitigation Measures. MM PSU-3.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Wind turbine towers could interfere with existing microwave communication paths that traverse the proposed Project site.

Wind turbine towers could interfere with existing microwave communication paths that traverse the proposed Project site. Although there is potential for interference between Project turbines and these microwave paths, the wind turbine blades have been designed so as to allow some transmission of frequency-based communication. Beside direct obstruction of microwave transmission paths, wind turbine towers may also interfere with “side lobes” emitted by nearby microwave antennae. The side lobes may pick up signals reflected by the turbines, even if the turbines are located outside the main microwave transmission path. This impact is considered potentially significant.

As required by the Wind Turbine Siting Plan, MM PSU-3 requires Shiloh to notify all microwave station owners within 2 miles of the Project Area to receive their clearance or, if necessary, negotiate alternative turbine locations or types of equipment, and shall provide such notification and the results to the Solano County Resource Management Department prior to issuance of building permits. In addition to notification, wind turbine towers would be sited outside the WCFZs identified for two pathways crossing the Project Area. To add an additional buffer zone, turbines would be sited an additional 40-meters from the WCFZs. To prevent any possible interference with off-axis receiver interference related to “side lobes,” if any off-axis receiver interference occurs after installation, high-performance antennas would be installed at nearby microwave sites. The Applicant will be responsible for installing these antennas. By implementing this mitigation, the possible permanent, localized impacts on microwave communication would be reduced to less than significant.

3. Impact PSU-4. Interference with Television or Radio Reception

(a) Mitigation Measures. MM PSU-4.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Wind turbine towers could interfere with existing television or radio signals that traverse the proposed Project site. As required by the Wind Turbine Siting Plan, MM PSU-4 would mitigate the impacts by requiring Shiloh to notify all television and radio station owners within 2 miles of the Project Area. In addition to notification, wind turbine towers will be sited at least 1,000 feet (304.8 meters) from television/radio receivers or transmitters. By implementing these Mitigation Measures, the possible permanent, localized impacts on frequency-based communication would be reduced to less than significant.

M. Recreation (DEIR Chapter 16)

1. Impact Rec-2. Permanent Impacts to Suisun Marsh and Duck Club resulting from Permanent Changes in Waterfowl Migration, Avian Mortality, and Visual Impacts

(a) Mitigation Measures. MM BIO-7 also apply to mitigate Recreation Impacts.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Because the Project is located within the Pacific Flyway between Suisun Bay and flooded rice-lands, there is the potential for the Project to disrupt waterfowl flight patterns in the Suisun Marsh, thereby diverting an already diminished waterfowl flyway away from established duck clubs. Observations show that waterfowl fly mainly over the Sacramento River and not the Montezuma Hills, and waterfowl migratory patterns would not be disrupted by the installation of turbines outside of the Sacramento River migration route.

The recreational experience could be degraded by light and glare from the turbines; changes to the aesthetics of marsh; and increased fire danger. Project turbines would be visible from the road leading to the day use area, thereby affecting the recreational experience from there as well. However, turbines from the High Winds and enXco V projects are already visible from this road.

To avoid any potential impacts to the migration or flight patterns of waterfowl or other birds using the Suisun Marsh, MM BIO-7 requires the Applicant to maintain a minimum 1,000 foot setback from the boundary with the Secondary management Area. This would separate the nearest wind turbine from the Primary management Area by 2,600 feet.

The Commission finds that implementing these Mitigation Measures will reduce the Impacts to a level that is less than significant.

N. Safety (DEIR Chapter 17)

1. Impact SA-1. Fire Control

(a) Mitigation Measures. MM SA-1.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The Project could increase the potential for wild fires. The Project Area is classified as high risk for grass fires. During the construction phase, heavy equipment and passenger vehicles driving on vegetated areas prior to clearing and grading could increase the danger of fire. Heated mufflers could potentially catch surrounding vegetation on fire.

In addition, during operation, lightning strikes on wind turbines could create power surges that could result in a fire. Corona discharges could also increase fire risk. Since the moving parts of the wind turbine generator are housed in the nacelle, potential sparks from moving parts are contained within this housing. These impacts are considered potentially significant.

MM SA-1 would minimize the potential for grass fires by requiring the Applicant to develop and implement a Grass Fire Control Plan for use during construction and operation. The Plan shall be approved by the County prior to beginning project construction and shall include notification procedures and emergency fire precautions.

Access roads throughout the Project Area would also reduce fire hazard, acting as firebreaks. The roads would enable firefighting equipment access to the property that would not otherwise be available. The Applicant shall provide a copy of the Grass Fire Control Plan, along with maps of the Project Area and roads, to the Montezuma Hills Fire District. The Applicant shall also provide the Fire District access to its water storage tanks, if needed. The implementation of the Mitigation Measures would mitigate increased fire risk to a level less than significant.

2. Impact SA-2. Rotor and Tower Failure

(a) Mitigation Measures. MM SA-2.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. Although it is unlikely, the wind turbines have the potential for rotor and tower failure as a result of such conditions as excess rotor speed or electrical

system failure. Project turbines shall be located an appropriate distance from roads and residences to protect the public, should the turbines fail, and comply with the Solano County Turbine Siting Plan and Zoning Ordinance.

Because the construction standards for newer and larger turbines such as the type proposed for this project have evolved rapidly since the Siting Plan was completed, the Applicant has requested a setback waiver for about 11 turbines. Of the 11 turbines 8 are on the east and west sides of Olsen Road, and 3 are on the south side of Talbert Lane. The proposed setback at these locations would be equivalent to slightly greater than 1.5 times the height of the turbine or a minimum of 600 feet for the 65 meter turbine tower or 620 feet for the 80meter turbine tower, depending on which is used, from the roadways. These are unpaved, secondary roads that do not receive heavy use. According to the Siting Plan, the setback requirement may be waived provided an agreement has been reached between the neighboring property owners. All other proposed turbines will have the setback of minimum 3x the total turbine height from the roadways.

To prevent rotor and tower failure and avoid potential impacts, the Project will incorporate the following measures into the Project design: (1) implement a comprehensive over-speed protection; (2) design the turbine towers and foundation units to withstand wind speed of 100 miles per hour (161 kilometers per hour) at the standard height of 30 feet (9 m); (3) design the electrical systems and substations that meet national electrical safety codes and other national standards, including NEMA, ANSI, and Cal-OSHA standards.

The engineering and design of the wind turbine structures would minimize the risk of rotor or tower failure. In addition, as required by County Ordinance, the applicant shall provide the County with manufacturer's specifications for the wind turbines, specifying that all turbines are equipped with a braking system, blade pitch control, and/or other mechanism for rotor control, and shall have both manual and automatic overspeed controls.

As designed, the Project's potential impact on public safety due to rotor and tower failure would be less than significant. With the implementation of these systems and the following Mitigation Measures, the potential impact on public safety would be less than significant.

The Applicant shall provide to Solano County a waiver from adjacent property owners where a reduced turbine setback is proposed.

The implementation of the Mitigation Measures would mitigate the impact to less than significant.

3. Impact SA-3. Electrical Shock and Accidents

(a) Mitigation Measures. MM SA-3a, MM SA-3b.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The Project has the potential for utility interface. Mitigation Measure SA-3a would avoid potential electrical shock by requiring all Project turbines and utility lines to be equipped with automatic and manual-disconnect mechanisms. Three circuit breakers that can be both manually and automatically operated would be provided between each turbine and the connection to the electrical grid. The electrical systems and substations shall be designed by California-registered electrical engineers, and shall meet national electrical safety codes and other national standards, including NEMA, ANSI, and Cal-OSHA standards. Grounding shall also be designed to the standards of the Institute of Electrical and Electronics Engineers. These mechanisms shall be installed and tested prior to interconnection.

In addition, the Applicant shall develop a project-specific Health and Safety Plan for implementation during construction and operation. The Health and Safety Plan shall include emergency contacts, location of nearest hospital, and proper emergency protocol.

Mitigation Measure SA-3b would restrict access to the wind turbines and other Project facilities, and prevent unauthorized entry to the Project Area by (1) fencing the Project area; (2) locking all turbine towers; (3) designing turbines so that they will have at least 15 feet (4.6 m) between the ground and both the tips of the turbine blades and the access routes (e.g., ladders) unless enclosed by a 6-foot (1.8 m) high fence; (4) fencing and locking the substation and switchyard; (5) locking the O&M building; (6) locking and labeling with high-voltage warnings each down-tower electrical/communication cabinet; (7) using locking gates for road access to Project sites; (8) having field maintenance crewmembers on-site during the day, and a security service patrolling the area at night.

Only properly trained personnel shall be provided entry to the site, thereby reducing the likelihood of accidents. Signs shall also be posted at entrance gates noting the existence of high-voltage and underground cable on the site and warning people of the hazards of electrocution.

The implementation of the Mitigation Measures would mitigate the impact to a level less than significant.

O. Transportation (DEIR Chapter 18)

1. Impact TRA-1. Temporary Increase in Traffic During Construction

(a) Mitigation Measures. MM TRA-1a, MM TRA-1b.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the project.

(c) Findings. The temporary addition of construction-related workforce

travel and material deliveries to and from the O&M building and staging area and to the turbine locations could increase traffic during primary construction periods. The Project would result in temporary and short-term increases in local traffic due to the influx of employee vehicles and construction deliveries.

MM TRA-1a requires the development and implementation of a traffic control plan based on the final engineering design, prepared by a registered professional engineer, and submitted to the Solano County Public Works Division (for affected County roads) and to CalTrans (for affected state Highways) as part of the permit application. The plan will describe the location, schedule, and safety procedures for lane and road closures, as well as the hours, routes, and safety and management requirements. The plan shall be submitted at least 45 days prior to construction, and shall contain the following measures: (1) Traffic safety measures, such as warning signs on approaches to areas with construction activity (i.e., "Construction Traffic Ahead" or equivalent); (2) Scheduling of construction traffic to avoid peak traffic hours (also see Mitigation Measure TRA-1b); (3) Ensure access for emergency vehicles at all times; (4) Provide temporary access to businesses and/or residences during construction; (5) Open lanes as soon as possible to restore normal traffic patterns; (6) During the design phase the applicant shall coordinate with other utilities service providers to ensure conflicts with other utilities are minimized; (7) New roads will be designed and constructed to accommodate Project traffic and minimize the potential for accidents, in accordance with all applicable CalTrans and Solano County specifications, including appropriate slopes, sufficient turning radii, and appropriate roadway depth; and (8) After construction, restore the routes to original conditions.

In addition, the Applicant shall provide to County Public Works - Engineering, a Transportation Plan that addresses the following issues: (1) transport of all equipment to the site; (2) transport of all equipment during equipment removal; (3) transport of all building materials; (4) circulation, itemizing how many of each vehicle type will use which roads; (5) responsibilities; (6) security bonding; (7) vehicular traffic types and amounts necessary for the project; (8) extra-legal loads; (9) signage; (10) road maintenance; and (11) encroachment permits. All of the Applicant's activities shall conform to the approved Transportation Plan.

As required by Solano County Public Works Division, grading and encroachment permits must also be obtained prior to construction.

MM TRA-1b calls for the notification, schedule shifts, carpooling, and other best management practices to minimize increases in traffic. To minimize the impact of the short-term increase in traffic from the construction workforce and truck deliveries, the following Mitigation Measures will be implemented: (1) coordinate with local jurisdictions to notify residents of alternate traffic routes; (2) schedule shifts and material deliveries to avoid peak traffic congestion hours; (3) promote carpooling among construction workforce; (4) to minimize traffic impacts on local roads during construction, stage worker personal vehicles and some trucks at the O&M building staging area; (5) deliver construction equipment, such as that used for grading, excavation, material delivery, and turbine assembly, directly to the construction location rather than the O&M building staging area to minimize trips on local public roads.

With implementation of these Mitigation Measures, this impact is considered less than significant.

2. Impact TRA-2. Temporary Disruptions to Traffic Flow During Construction

(a) Mitigation Measure. MM TRA-2.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. Construction could cause temporary lane closures, disrupting local traffic flow due to widening or improving of existing roads. MM TRA-2 requires that temporary lane closures must be approved in advance by the County Public Works, and will be allowed only during workdays. No overnight lane closures will be allowed. By implementing this Mitigation Measure, these potential temporary effects on roads would be less than significant.

3. Impact TRA-3. Damage to Roads Due to Construction

(a) Mitigation Measure. MM TRA-3.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. Given increased traffic volumes and the weight of construction equipment, there is the potential for roads to become damaged during construction. There is also the potential for tracking dust, soils, and other materials from graded construction sites onto public roads. This impact is considered potentially significant.

MM TRA-3 ensures that any damage to roads that occurs as a result of the Project be repaired to original conditions. The Applicant shall enter into a secured agreement with Solano County to ensure that any County roads that have been damaged by the project are promptly repaired and, if necessary, reconstructed.

All appropriate hauling permits will be obtained prior to construction to avoid damage to roadways. While there may be some temporary impacts to roads during construction, all roadways shall be repaired to original conditions and will meet all applicable State or County specifications. Shiloh must post a security bond to cover the costs of road maintenance during construction. By implementing this Mitigation Measure, these potential temporary effects on roads would be less than significant.

4. Impact TRA-6. Potential Impact to Aviation Patterns

(a) Mitigation Measure. MM TRA-6.

(b) Implementation. This Mitigation Measure will be included in conditions of approval for the project.

(c) Findings. The Project could potentially alter operations at Travis AFB and other airports because the Project would be located within Travis Air Force Base Compatibility Zones C and D. To Avoid impacts to the Travis Air Force Base, the Applicant shall site all turbines within the outer horizontal plane on hills less than 222.5 feet (above sea level) for 65 meter towers and 172.5 feet (above sea level) for 80 meter towers. The Applicant is also required to submit FAA Form 7460-1, Notice of Proposed Construction or Alteration requesting that the FAA issue a Determination of No Hazard to Air Navigation. With the implementation of this mitigation measures, the impact would be less than significant.

P. Findings with Respect to Cumulative Impacts

1. Aesthetics.

(a) Mitigation Measures. None.

(b) Implementation. Not applicable since no Mitigation Measures are available.

(c) Findings. The new wind turbine generators (WTGs) would have a significant impact on the visual elements of the existing views from Birds Landing. Additionally, many of the proposed turbines would be in the immediate foreground distance zone and would cause significant impacts to the landscape visible from Olsen Road, Talbert Lane, and Montezuma Hills Road.

Even with the incorporation of Mitigation Measures, the proposed Shiloh I Project would significantly alter the visual appearance of the landscape in these areas when viewed from the community of Birds Landing and dispersed rural residential viewpoints in the Shiloh Project vicinity.

The Sacramento Municipal Utility District ("SMUD") turbines are located east and south of the High Winds Project area and thus do not result in substantial visual impacts from Birds Landing, Collinsville or Antioch. The views of the existing additional 23 (eventually 80) SMUD turbines from Highway 12 would be similar to the views of this proposed Project. Both would be located on the horizon at least 1.25 miles from Highway 12 and would not substantially affect views of the surrounding area. From Rio Vista, the views of the SMUD turbines would be seen approximately 3 miles in the distance. The proposed Shiloh Project would not be seen from Rio Vista. Several wind turbines are already present in the area, and each successive wind power project would change the character of the area from open farming and range land with broad, sweeping views of rolling grasslands to a mix of agriculture and wind power facilities. At build-out (with repowering), there would be an estimated 575 wind turbines in the Montezuma Hills. The combined effects would increase the extent of significant adverse visual effects and

therefore, the project would contribute to a significant cumulative visual impact. The SMUD SEIR reached similar conclusions. The SMUD SEIR included maintenance, revegetation, non-reflective finishing on structures, and non-glare lighting fixtures as visual Mitigation Measures. The SMUD SEIR found that additional mitigation of visual impacts was not feasible and concluded that the SMUD Project would have an unavoidable significant impact on visual resources specific to these areas. As with project-specific impacts, there are no feasible Mitigation Measures that would reduce cumulative aesthetic impacts to a level of less than significance. When considered with the other wind plant projects, the Project would contribute to significant cumulative visual impacts in the community of Birds Landing and from dispersed rural residential viewpoints in the Shiloh Project vicinity.

The significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

2. Air Quality.

(a) Mitigation Measures. None.

(b) Implementation. Not applicable since no Mitigation Measures are available.

(c) Findings. Construction of the proposed Project would exceed YSAQMD significance criteria for NOx and PM10 and therefore would temporarily reduce local ambient air quality. Even with implementation of Mitigation Measures, the impacts would still be temporarily significant and unavoidable. Although there are no known construction projects that would occur simultaneously with the construction of this Project, the Project would contribute to significant and unavoidable cumulative air impacts by exceeding the NOx and PM10 criteria. This would apply to all future projects as well. At the same time, operation of this and the other wind farms in Solano County would reduce the County's dependence on fossil fuels and reduce regional and statewide emissions, and have a beneficial cumulative effect on long-term regional air quality.

The significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

3. Biology.

(a) Mitigation Measures. BIO-1, BIO-2, BIO-4, BIO-5, BIO-6, BIO-7, BIO-8, BIO-9, which are project-specific Mitigation Measures, would be appropriate Mitigation Measures to reduce the project's contribution to cumulative impacts as well.

(b) Implementation. Mitigation Measures will be included in conditions of approval for the Project.

(c) Findings. Cumulative impacts regarding avian species were assessed using the data presented in the *Avian Monitoring Study and Risk Assessment Interim Report*,

prepared by Curry & Kerlinger, L.L.C. (2004), which assessed full build-out of a total of 575 turbines within the WRA (after repowering). In addition, documents prepared for the High Winds Project and the SMUD Wind Project, were used to assess cumulative impacts on vegetation, non-avian species, and sensitive habitat.

Vegetation and Waterbodies: Development of the Shiloh Project would result in both temporary and permanent loss of vegetation within the Project area. These impacts would occur within areas dominated by active farming and non-native grasslands planted for agriculture and livestock grazing.

Construction of Shiloh Project facilities would result in the permanent loss of 85.5 acres of vegetation cover of nonnative grasslands and agricultural crop. The High Winds wind project displaced approximately 105 acres of vegetation; and the SMUD project permanently impacted 22 acres of agricultural fields. Based upon these projects, the area of existing vegetation cover that has been permanently displaced amounts to approximately 2% of land within the 11,627 acre WRA footprint. Based upon the fact that vegetation in the WRA is already disturbed and the small amount of vegetation cover loss by facilities, these impacts would not result in the potential for significant cumulative vegetation impacts in the local area. Other future development projects would remove additional vegetation. However, the total removed would still be a small fraction of the WRA and of the vegetative cover in the County.

Two special-status plants were identified in the Project area during floristic surveys, the Carquinez goldenbush and Gairdner's yampah. Based on the construction footprint, no ground disturbance is proposed within approximately 1,200 feet of the Carquinez Goldenbush population and approximately 600 feet of the Gairdner's yampah population. Sensitive plant populations documented by CNDDDB within the WRA include 31 species. The SMUD Wind Project identified no special-status plants after completing plant surveys. The High Winds Wind Project avoided impacts to sensitive plant species. Cumulative impacts to vegetation from full build-out development within the WRA would consist of localized impacts to some types of vegetation communities, mainly actively farmed agricultural fields.

No cumulative impacts are expected to occur to wetlands or waters of the United States within the WRA footprint. Future projects within the WRA footprint will eventually establish the full build out to 575 turbines; permanent impacts to wetlands and waters of the United States would be avoided through micro-siting turbines, and placement of access roads and transmission lines outside jurisdictional boundaries. If future projects were not able to avoid impacts, additional permit requirements would include reducing or minimizing the impacts to less than significant. Given these requirements, impacts would not result in the potential for significant cumulative impacts on wetlands or waters of the United States.

Non-Avian Wildlife: Temporary displacement of non-avian wildlife is expected to occur during construction. These impacts would be considered greater if other construction activities occurred simultaneously within the WRA footprint. The timeline for construction activities to install additional turbines within the WRA footprint is unknown;

however, it has been assumed that any future projects would be constructed in phases and would not occur simultaneously. Given the abundance of terrestrial wildlife species, that future wind projects would be developed in phases, and that wind projects would be developed largely on agricultural land, the cumulative impacts to non-avian wildlife would be less than significant.

Birds: Birds in the immediate vicinity and birds migrating through the area potentially would be subject to the cumulative effects of multiple wind projects. Quantifying these potential cumulative effects is difficult and speculative. Best professional judgment, input from avian experts, and published literature were used to quantify cumulative effects to avian species. Raptor species appear to be killed by wind turbines in numbers disproportionately greater than other avian species. The High Winds Project EIR states that the impacts to resident and migratory birds would exceed significance criteria, despite the implementation of a Raptor Mitigation Plan. Forty-four raptors were found dead during 1 year at the High Winds site, and the same projected fatality rates for the Shiloh turbines would likely be about 59 raptor fatalities per year, including 1 Golden Eagle. The annual projected fatality rates for 450 turbines could be approximately 150 American kestrels and 50 Red-tailed hawks; for full build-out of 575 turbines it could be about 192 American kestrels and 64 Red-tailed hawks. These impacts would result in significant cumulative impacts to the local raptor population. However, these individual fatalities are not likely to impact regional or migrant populations because of the high reproductive rates of these species (American kestrels and Red-tailed hawks) and common occurrences both regionally and within the WRA. Significant cumulative impacts would likely occur to the local Golden eagle population due to the small number of birds within the local population. However, populations more than 20 to 60 kilometers outside the WRA would not likely encounter significant cumulative impacts if fatality rates remain at the level recorded at the adjacent High Winds Project (1 bird per year). Data is limited concerning regional and local population dynamics of Golden eagles and therefore it is assumed that significant cumulative impacts would occur to Golden eagles.

The number of night migrating songbirds likely to be impacted by the Project area turbines is expected to be small and would not be considered a significant cumulative impact. This assumption is based on the numbers of fatalities reported at other wind projects in the western states. The cumulative impacts to night migrating songbirds for the full build out would be approximately 575 to 1,150 birds per year divided among dozens of species. Based upon the numbers, this would not be considered a significant impact based upon the overall population size of these migrant species.

Studies of bat fatalities at other wind farms within the western states have documented low fatalities that are restricted to specific bat species. The High Winds Project reported a total of 71 bat fatalities consisting of 3 species. In order to ensure scavenging and searcher efficiency rates are factored into the cumulative impact assessment the assumption is that approximately 300 to 400 bats per year, or about 3 to 4 bats per turbine per year would be killed by turbines. Similar assumptions would also apply to the Shiloh Project that would include approximately 360 to 480 bats per year consisting of 100 individuals of each species. Given this assumption, and that these bats probably come from populations that

number in the hundreds of thousands or higher, these fatality rates are not likely to be a significant cumulative impacts. Fatality data extrapolated to 575 turbines at build out could result in approximately 1,350 to 1,800 bats per year.

Waterfowl fatalities reported at other wind farms or fatalities associated with communication towers are low. Studies conducted within the WRA have also documented similar results of low waterfowl fatality rates. The low number of fatalities is based upon the assumption that limited habitat within the WRA or Shiloh Project is present to attract high numbers of waterfowl species, and observations thus far have documented low numbers of birds moving between the Project area and Suisun Marsh. Similar fatality rates would be expected for the Shiloh Project and would not result in significant cumulative impacts to avian species using the Suisun Marsh.

The project-specific mitigation would reduce the Project's contribution to cumulative impacts but not a level of insignificance. Therefore, the Project's contribution to cumulative impacts to raptors and Golden Eagles would be significant and unavoidable.

The significant and unavoidable impacts are overridden by the economic, legal and social considerations detailed in Part R.

Q. Findings with Respect to Alternatives

The FEIR evaluated three alternatives to the proposed Project. The feasibility of each of these alternatives is determined below.

1. No Project Alternative (Alternative 1).

Under the No Project Alternative, the Shiloh I Wind Plant Project would not be built.

The CEQA guidelines require the evaluation of a "no project" alternative. This Alternative assumes that the Project area would remain in its current agricultural use and that no development would occur.

Alternative 1 is rejected because it fails to satisfy basic project objectives and does not provide any of the community and financial benefits of the Proposed Project.

This alternative would, among other things, make unavailable the 180 MW per day of wind energy capacity the project provides to help investor-owned utilities such as PG&E meet the Renewable Portfolio Standards required under state law. Moreover, available wind energy in the Montezuma Hills WRA would not be accessible to consumers of energy in Northern California. This would force utilities to make alternate arrangements in order to supply the market with competitively priced fuel. Since this alternative would provide for no development, it also is economically infeasible, and would not generate the approximately 80 to 100 new jobs anticipated by the proposed project, nor generate the level of local property tax revenues expected from the proposed project. In addition, the need for wind energy in Northern California is likely to increase, due to population and economic growth

in the Bay Area, Sacramento, and other metropolitan areas in the region. The No-Project Alternative would not meet these needs and would result in the underdevelopment of the WRA, which is only one of six in the state.

The No Project Alternative could also result in wind plant construction at other locations, or the substitution of fossil fuels, each of which could create additional environmental impacts.

Alternative 1 is hereby rejected as infeasible because it does not meet the basic project objectives and it fails to assist California in meeting its legislated Renewable Energy Portfolio Standards for the generation of renewable energy in the state, or to offset the need for additional electricity generated from fossil fuels and reducing greenhouse gases.

2. Offsite Alternative- Cordelia Hills Wind Resource Area (Alternative 2).

This alternative considers siting a wind project in the Cordelia Hills WRA, which is the only area other than the Collinsville-Montezuma Hills WRA that Solano County has designated as suitable for wind development.

The Solano County Wind Turbine Siting Plan places restrictions on the development of the Cordelia Hills WRA, and full-scale wind development there could seriously impact plans to use the area for recreational use. The area was evaluated for wind project development, however due to the constraints from an environmental and visual impact to residents and travelers, the area did not meet the basic objectives of the Project. Development of this area would cause greater impact to residents at Cordelia Hills where there are a greater number of sensitive receptors than the Project area. Development of a wind farm at Cordelia Hills would also have similar impacts to raptor species because it has a similar ecological and biological profile as the Collinsville- Montezuma Hills WRA. Impacts to air quality from emissions of criteria pollutants during construction would be the same as those impacts caused by construction of the proposed project. Finally, the land use in the Cordelia Hills WRA does not promote agriculture uses of the land, which are compatible with wind turbine development and one of the primary objectives of the Project.

Alternative 2 is rejected because it would result in more severe environmental effects than the proposed Project, and would not substantially reduce any other impacts associated with the proposed Project. In particular, Alternative 2 would have additional impacts on aesthetics and land use. In addition Alternative 2 fails to meet many of the basic project objectives, including fully utilizing the Collinsville-Montezuma Hills WRA and promoting the viability of wind turbine compatible agricultural uses. For these reasons, Alternative 2 is rejected as infeasible. .

3. Reduced Project Alternative (Alternative 3):

This alternative considers minimizing impacts by reducing the number of wind turbines from 120 to 91, a reduction of 24%. For this alternative, turbines were removed in the area of Birds Landing to reduce visual impacts to less than significant. Turbines were also removed in Areas A and F along Shiloh and Collinsville Roads to reduce the visual impacts

for travelers viewing the rural character of the area. Turbines were also removed from Areas C and I where they are nearer to residences than in other Areas.

Although Alternative 3 would be environmentally superior to the proposed Project because fewer turbines would be built, it is rejected as infeasible because it fails to meet some of the essential project objectives and does not significantly lessen many of the proposed Project's impacts.

This alternative would reduce the visual impact to Birds Landing to less than significant, but, the Project's visual impact to the area's rural character would remain significant. Even with the removal of these turbines, other turbines would be visible in the area that would diminish the visual quality of the rural landscape. This alternative would also reduce the impacts to raptors. However, it would not reduce the impacts to less than significant. Also, although the 24% reduction would improve the short-term impacts to air quality for NOx and PM10, the impacts would still most likely be significant. Additionally, the Project would not result in as much of a contribution to reducing long-term impacts from burning fossil fuel, since this alternative would fail to realize the full potential of the wind resources on the lands under lease and fail to generate the full 180 MW of wind energy generated by the proposed Project, forcing utilities to make alternate arrangements in order to supply the market with competitively priced fuel, which may include the substitution of fossil fuels. Therefore, the Project would not contribute as much to a long-term air quality benefit and thus should be rejected.

Alternative 3 fails to satisfy some key project objectives and only minimally reduces impacts to aesthetics, biological resources, and air quality. Therefore, Alternative 3 is hereby rejected as infeasible.

Conclusion Regarding Project Alternatives

Based on the foregoing analysis and pursuant to CEQA Guidelines Section 15126.6, the County has considered a range of reasonable alternatives to the proposed project which could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen certain significant effects of the project. The County has evaluated the comparative merits of the various alternatives and identified and analyzed a number of potential environmentally superior alternatives in addition to the No Project alternative. Based on this analysis and substantial evidence in the record, the County finds and determines that the alternatives cannot achieve the project objectives to the same degree as the proposed project and are therefore rejected as infeasible.

R. Statement of Overriding Considerations

The Planning Commission has balanced the benefits of the Shiloh I Wind Plant Project against its significant and unavoidable environmental impacts in determining whether to approve the Shiloh I Wind Plant Project, and has determined that the benefits of the Project outweigh its unavoidable adverse environmental impacts. This determination is based on the FEIR and other information in the record. Notwithstanding the imposition of the Mitigation Measures as set forth

above, certain impacts of the Development have not been reduced to a level of insignificance or eliminated by changes in the proposed Development. Based on the above recitals and findings, the entire record, oral and written testimony, and other evidence received at the public hearings on the project, the Planning Commission finds that there is substantial evidence that the project will bring substantial benefits to the County, including economic, legal, social, technological, or other benefits that outweigh the significant effects on the environment that cannot be mitigated to a less than significant level.

This Project would further the goals of the California Renewable Portfolio Standard ("RPS") and other similar renewable programs in the State. The legislation enacting RPS requires retail sellers of electricity to purchase 20 percent of their electricity from renewable sources, such as wind, by 2017. This project would generate wind power and would assist the State in meeting its legislated mandate.

The Project carefully coordinates the planning process to minimize environmental impacts from the construction and operation of the Project. For example, to mitigate the potential impacts to sensitive habitats, the Applicant has complied with all siting constraints and setback requirements, and avoided wetlands within the Project.

The benefits of the Project include offsetting the need for electricity generated from fossil fuel by supplying renewable energy, and helping the State further reduce greenhouse gases, among other benefits as more specifically detailed below.

1. Approval of the Project will aid the County in meeting energy needs in an efficient and environmentally sound manner, as provided in the Energy Element of the Solano County General Plan, which encourages utilization of renewable energy resources.

2. The Project will help realize the full potential of the wind resource on the lands under lease.

3. The Project will help the State meet its legislated Renewable Energy Portfolio Standards for the generation of renewable energy in the state, which require investor-owned utilities to purchase 20 percent of their power from renewable sources by the year 2017.

4. The Project will make the full utilization of the county's Collinsville-Montezuma Hills WRA, thereby concentrating wind turbines in appropriate locations.

5. The Project will promote the long-term economic viability of agricultural uses in the Montezuma Hills.

6. The Project will offset the need for electricity generated from fossil fuels and thereby assist the State in meeting its air quality goals and reducing greenhouse gases.

7. The Project will provide 80 to 100 new full-time jobs during the construction of the Project.

8. The Project will provide economic benefits to the County and its residents by increased spending in the community as a result of construction and development related work.

9. The Project will also increase spending on goods and services in the community by Project operators.

10. The Project sets aside 120 acres of permanent open space habitat for raptors.

11. The Project provides access roads that enable emergency vehicles, including firefighting equipment, to access property that would not otherwise be available.

In light of the foregoing economic, social, recreational and planning benefits to the County, pursuant to CEQA Guidelines section 15093, the Planning Commission finds and determines that these considerable benefits of the Project outweigh the unavoidable adverse effects and the "adverse environmental effects" that cannot be mitigated to a level of environmental insignificance, are deemed "acceptable."

U. Incorporation by Reference

The FEIR is hereby incorporated into these Findings in its entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of Mitigation Measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the reasons for approving the Project in spite of the potential for associated significant and unavoidable adverse impacts.

V. Recirculation Not Required

No new or substantial changes to the DEIR were proposed as a result of the public comment process. The FEIR responds to comments and makes only minor technical changes, clarifications or additions to the DEIR. The minor changes, clarifications and additions to the DEIR do not identify any new significant impacts or a substantial increase in the severity of any environmental impacts.

The Applicant proposes to substitute 80-meter (262.5 feet) turbine towers for up to 112 of the 120 65-meter (213 feet) turbine towers originally proposed and evaluated in the DEIR. GE, the equipment supplier for the project's 1.5 MW wind turbines, has informed Shiloh that it can only supply with certainty approximately eight (8) 65-meter towers, but can supply the balance of the towers in an 80-meter configuration. For purposes of environmental review, the EIR will assume that 112 turbines will be on 80-meter towers and that 8 turbines will be on 65-meter towers. If more than eight 65-meter towers become available, some of the 112 towers assumed to be 80 meters for purposes of this analysis may revert to the 65-meter model originally proposed. The total number of turbines (120) and other project features (number and typical configuration of access roads, underground collection lines, substation, switchyard and O&M building expansion) are unchanged.

Substituting 80-meter towers for the bulk of the turbines would effect the setback requirements contained in the May 1987 Solano County Wind Turbine Siting Plan and Environmental Impact Report from existing public roads, residences and power lines (three times

the turbine height). The original setback for the 65-meter tower turbine was 1018.5. The new setback for the 80-meter tower turbine would increase to 1166.1 feet (a difference of 148 feet). The proposed substitution also affects the project's compliance with Travis Air Force Base height restrictions.

To accommodate the new setback and to ensure that the towers are compatible with FAA, Travis Air Force Base and Airport Land Use Compatibility Plan height requirements, small changes were required in the siting plan. For setback purposes, approximately eleven (11) turbines would be relocated. And, in order to ensure that the towers are compatible with aviation requirements, twenty (20) turbines will be relocated. A new siting map (Figure 3.2-1) has been provided to illustrate the 80/65-meter tower plan. A table showing the turbines moved and the approximate distances moved is also provided in the FEIR. The sponsor will use the eight available 65-meter towers for locations that cannot meet the FAA and Travis Air Force Base height restriction.

These siting changes are consistent with the biological constraints set forth in the Draft EIR setbacks of at least 100 feet from wetlands, 500 feet from trees with known nests, 567 feet from vernal pools and stock ponds and well away from locations of known sensitive plant species. See letter report from Jones and Stokes.

Based on review of the substitution by its consultants, Shiloh does not anticipate that the 80-meter towers would result in any new or more severe environmental impacts than were analyzed with the 65-meter tower proposal, including visual, biological (including avian), noise, land use and geotechnical impacts

W. Summary

1. Based on the foregoing Findings and on the information contained in the record, the Commission has made one or more of the following findings with respect to each one of the significant impacts of the Shiloh I Wind Plant Project:

a. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

b. Such changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

c. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the Mitigation Measures or alternatives identified in the environmental impact report.

2. Based on the foregoing Findings and the information contained in the record, it is determined that:

a. All significant effects on the environment due to the Shiloh I Wind Plant Project have been eliminated or substantially lessened where feasible.

b. Any remaining significant effects on the environment found to be unavoidable are acceptable due to the factors described in the Statement of Overriding Considerations in Section R, above.

SOLANO COUNTY PLANNING COMMISSION

CONDITIONS OF APPROVAL SHILOH I WIND PLANT PROJECT USE PERMIT U-03-06

1. The project shall be established and operated in substantial conformance with the plans and descriptions submitted with Use Permit Application Number U-03-06, as subsequently revised, and as described and analyzed in the Final Environmental Impact Report certified by Solano County, subject to the terms and conditions imposed on the use permit.
2. This permit shall be valid for a period of thirty (30) years, ending April 12, 2035, subject to the modification and revocation provisions of condition numbers 3 and 4. Prior to expiration of this permit, the permittee may apply for an extension to the term of this permit. An application for extension must be submitted, in writing, at least six months prior to expiration. An extension of the term of this permit shall be a discretionary action, and the County may impose additional conditions or restrictions upon the project when granting a permit extension.
3. Any substantial change in the permitted operation, facilities, or structures, as determined by the Director of Resource Management, shall require a revision of the use permit. A revision of the permit shall be a discretionary action, and the County may impose additional conditions or restrictions upon the project when granting a permit revision.
4. Non-compliance with any condition(s) of the use permit shall be cause for revocation of the use permit, in accordance with County procedures, and for payment of bonds to the County.
5. Site inspections of the construction and operation of the project may be conducted by the County Department of Resource Management at any time, at the discretion of said Department, in order to assess compliance with project plans and all conditions of the use permit.
6. The County of Solano, its officers and employees shall not be responsible for injuries to property or person arising from the issuance or exercise of this permit or by the negligence or wrongful act of the permittee. The permittee shall defend, indemnify, and hold harmless the County of Solano, its officers, employees, and agents, from any claim, liability, loss, or legal action arising from any such injuries, and shall reimburse the County for all legal costs and attorney fees related to any claim or litigation based on such injuries.
7. The permittee shall defend, indemnify, and hold harmless the County of Solano, its officers, employees, and agents, from any claims, actions, or proceedings seeking to attack, set aside, void, or annul, in whole or in part, the County's

approval of the Use Permit. The County agrees that it shall cooperate in the defense of any such challenge at Permittee's cost.

8. If the permittee challenges the approval by the Planning Commission and/or Board of Supervisors of any condition of approval in an action filed in a court of law, which action is brought within the time period provided for by law, the approval of this project by the Planning Commission and/or Board of Supervisors shall be suspended pending dismissal or final resolution of such action.
9. If any condition of approval of this project is invalidated by a court of law, the entire project shall be reviewed by the Planning Commission and/or Board of Supervisors and substitute conditions may be imposed at the Planning Commission and/or Board of Supervisors.
10. The site shall be maintained in a neat and orderly manner and kept free of accumulated junk and debris.
11. The use shall be operated in such a manner as to not constitute a nuisance or be detrimental to health, safety, comfort, or general welfare of the people of the County, or be detrimental to adjacent properties or improvements or to the general welfare of the County.
12. The Permittee shall be responsible for taking reasonable measures as may be required by the County to prevent light, glare, traffic congestion, visual distraction or other impacts which constitute a nuisance to the adjacent properties, persons or property in the surrounding area.
13. The permit shall be considered exercised, pursuant to Section 28-53 (j)(2) of the Solano County Code, upon issuance of Solano County building permits.
14. Prior to issuance of a building permit, all requirements of the Solano County Environmental Health Services Division shall be met including:
 - a) A Hazardous Materials Business Plan shall be submitted if required by Solano County Environmental Management, Hazardous Materials Section.
 - b) Based on the number of people served and on the number of service connections a permit may be required by the State of California Division of Drinking Water for the water system.
15. Prior to issuance of a building permit, all requirements of the Solano County Public Works - Engineering Division shall be met including:
 - a) The permittee shall enter into an agreement as required by the Public Works - Engineering Division and provide security for the maintenance and repair

of the public roads used for access and hauling of equipment and materials for the construction of the project.

b) The permittee shall apply for, obtain and comply with the requirements of required encroachment permits and transportation permits from the Transportation Department. The encroachment permits shall be for any construction within the public right of way. The transportation permits will be for hauling any loads that exceed legal limits.

16. All requirements of the Solano County Department of Resource Management's Building Division shall be met including:

a) The permittee shall obtain building permits from the Solano County Building and Safety Division prior to construction, erection, enlargement, altering, repairing, moving, improving, removing, converting, demolishing any building or structure, fence or retaining wall regulated by the Solano County Building Laws. Submit four (4) sets of plans to the Building and Safety Division for plan review and obtain permits prior to beginning any improvements.

b) Except as exempted in Chapter 31 of the Solano County Code, no person shall commence or perform any grading, filling, excavation, or clearing of vegetation for any purpose without having first obtained a grading permit from the Department of Environmental Management.

17. Prior to issuance of building permits, the permittee shall submit a bond or other guarantee, in an amount determined by the Director of Resource Management, to cover the cost to dismantle and remove from the site any wind turbine generators which are abandoned (cease to operate for a period of one year) or are required to be removed. Said bond shall be updated periodically by an amount determined by the Director of Resource Management to reflect current economic conditions and construction cost index. Said bonds shall remain in force and shall not be released or cancelled unless and until the same is authorized in writing by the Director of Resource Management upon closure and clean-up of the project.
18. FAA Notification - Permittee shall provide evidence of notification to the FAA, pursuant to FAA CFR Part 77, Paragraph 77.13(a)(1) and the results of the analysis, for the meteorological towers and any new or altered turbine location not previously cleared (Determination of No Hazard to Air Navigation) by the FAA.
19. Where a turbine setback of less than three times (3x) the total turbine height is provided to the nearest property line, the Permittee shall furnish to the Department of Resource Management evidence that an agreement has been reached with the owner of the neighboring property where the setback reduction would occur, prior to installation of the affecting turbine.

20. Following commencement of operation of the project and on each annual anniversary of said commencement, the permittee shall submit to the Director of Resource Management a brief status report containing at least the following information: Description and changes to rated capacity of all equipment installed, relevant meteorological data collected, and actual electric power generated to date broken down into appropriate time categories.
21. The permittee shall notify the County Department of Resource Management of any tower collapse, blade throw, fire, or injury to worker, within 24 hours of any such occurrence.
22. An environmental consultant shall be contracted by the County, at the Permittee's expense, to oversee compliance of the Project's Mitigation Monitoring and Reporting Program.
23. Mitigation Measure AES-6: Lighting. Prior to commencing operation, the Permittee shall light turbines for aviation warning in accordance with FAA requirements only. The turbines shall not be lighted for any other reasons.
24. Mitigation Measure AES-7: Decommissioning Turbines. At such time as the Project is decommissioned, the Permittee shall comply with the following:
 - a) Remove all facilities to a depth of 3 feet below grade and dispose unsalvageable material at authorized sites;
 - b) Restore the soft surface to original condition as is reasonably possible;
 - c) Implement reclamation that is based on site-specific requirements and techniques commonly employed at the time the area is to be reclaimed, and which shall include regarding and revegetation of all disturbed areas; and,
 - d) Reclaim or leave in place all decommissioned roads, based on landowner preference.
25. Mitigation Measure AIR-1: Emissions Controls. During Project construction, the Permittee shall reduce emissions from construction equipment exhaust by implementing the following mitigation measures to the extent feasible and practicable:
 - a) Minimizing idling time (e.g., 5-minute maximum);
 - b) Maintaining properly tuned equipment; and
 - c) Limiting the hours of operation of heavy-duty equipment and/or the amount of equipment in use (BAAQMD 1999).

26. Mitigation Measure AIR-2: Dust Control Plan. Permittee shall comply with the following:
- a) During Project construction, emissions of airborne dust shall be controlled using industry-accepted dust control measures, as shown in tables 7.3-3 through 7.3-5 of the DEIR.
 - b) Prior to commencement of construction activities, the Permittee shall prepare and submit to the County for approval, a Construction Fugitive Dust Control Plan to describe how to minimize fugitive dust generated by construction activities in accordance with tables 7.3-3 through 7.3-5 of the DEIR and Bay Area Air Quality Management District and Yolo-Solano Air Quality Management District requirements. The Plan shall include the following:
 - i) A description of each active operation that may result in the generation of fugitive dust;
 - ii) Identification of all sources of fugitive dust (e.g., earthmoving, storage piles, and vehicular traffic); and
 - iii) A description of the control measures to be applied to each of the sources of dust emissions identified above. The description shall be sufficiently detailed to demonstrate that the applicable best available control measure(s) as specified in the table 7.3-3 of the DEIR, labeled Fugitive Dust Control Measures for Bay Area Quality Management District, will be utilized and/or installed during all periods of active operations.
 - c) In the event that there are special technical circumstances (e.g., non-economic), including safety, which prevent the use of at least one of the required mitigation measures for any of the sources identified, a justification statement shall be provided to explain the reason(s) why the required control measures cannot be implemented.
 - d) Disturbed areas that would not be covered with surface structures, such as buildings and pavement, following construction activities shall be stabilized. This may include installation of suitable vegetation to minimize future on-site soil loss and off-site sedimentation.
27. Mitigation Measure BIO-1: Restoration of Project Area. The Permittee shall implement the following measures, to the extent feasible:
- a) Confine construction to necessary work areas. Prior to commencement of construction activities, fence or flag both the construction area and exclusion areas, such as wetlands and sensitive plants, to minimize the construction footprint and prevent intrusions into the surrounding areas.

b) During site preparation and development, minimize disturbance to habitats and vegetation. Clearing of vegetation, grading, and other soil disturbance shall be restricted to those areas required for construction.

c) During construction activities, clearing and grading of large areas shall be avoided. For example, staging areas shall be located to the extent feasible in areas with little or no vegetation, such as in or adjacent to the gravel parking lot at the existing O&M building, rather than in agricultural fields or grasslands. The staging area shall also be setback at least 250 feet from vernal pools, 100 feet from wetlands and streams, and 500 feet from ponds.

d) During construction activities, maintain a 500-foot setback from groves of mature trees, which may provide habitat for raptors protected by the CDFG. After construction, and prior to Project operation, the Permittee shall reseed or restore the construction areas to pre-construction conditions. Areas cleared of vegetation shall be seeded with grasses or other vegetation as follows:

i) Revegetation shall be implemented in accordance with Solano County guidelines and the input of local farmers/farm residents.

ii) Disturbed or graded areas shall be planted with fast-growing and deep-rooted grasses or ground cover, preferably native to the area.

iii) If required, previously vegetated areas and inactive portions of the construction site shall be seeded and watered until vegetation is grown.

iv) Any trees removed shall be replaced with the same or compatible species.

v) Revegetated areas shall be monitored annually for complete and successful ground cover, and revegetated (if required) to conform to the requirements of the County Grading Ordinance. Revegetation shall be continued, if determined by Solano County, for the life of the Project.

28. Mitigation Measure BIO-2a: Avoid Wetlands and Streams. The Permittee shall locate the turbines, aboveground substation, and switchyard outside and away from wetlands, drainages, streams, and other sensitive natural features.

a) Project components shall be constructed using the following recommended setbacks:

i) 100-foot setback from wetlands and streams based on guidance from the Corps and CDFG;

- ii) 567-foot setback from vernal pools that provide habitat for special-status plants and wildlife protected by the USFWS; and
- iii) 567-foot setback from ponds that may provide habitat for water birds protected by the CDFG.
- b) A qualified wetland biologist shall identify and flag the boundaries of the wetlands prior to construction as "exclusion areas," so that construction crews may follow the recommended setbacks.
- c) Support facilities such as underground cables shall be sited away from the sensitive natural resources to the extent feasible. In most instances, new overhead lines shall only be used to specifically avoid impacts to sensitive natural resources.
- d) No foundations, utility poles, or other permanent facilities shall be located within waters of the U.S.
- e) Ground disturbance during construction shall be sited at least 100 feet from the boundaries of wetlands to the extent feasible to minimize secondary effects to the identified wetlands.
- f) All fueling and storage areas shall be located at least 100 feet from intermittent streams and wetlands to prevent spills of fuel or other hazardous materials from affecting wetlands and streams.
- g) During construction, a "Qualified Wetland Biologist" (a person with at least an undergraduate degree in biology, ecology, or a related field, with a minimum of three years' professional field experience within the region or working under the direct supervision of a professional wetland biologist with at least six years of field experience in the region) shall hold tailgate environmental training sessions with construction personnel to inform them of the adjacent Suisun Marsh and wetlands and intermittent streams in the Project Area. The training sessions shall include information about the location of biological sensitive areas, resource avoidance, permit conditions, and possible fines for violations of State or Federal environmental laws.

29. Mitigation Measure BIO-2b: Horizontal Directional Drilling.

- a) To minimize the potential effects from the use of horizontal directional drilling, the permittee shall comply with the following mitigation measures:
 - i) HDD drilling shall occur only during the season when the seasonal streams and wetlands in the project area do not have surface water present (i.e., typically June through October).

- ii) On-site briefings shall be conducted for HDD workers so that they understand the location of sensitive resources and to ensure that all field personnel understand their responsibility for timely reporting of frac-outs.
 - iii) Barriers (e.g., straw bales, sedimentation fences, etc.) shall be erected between the bore site and nearby sensitive resources prior to drilling, as appropriate, to prevent any material from reaching sensitive resource areas.
 - iv) The necessary response equipment and/or supplied (e.g., vacuum truck, straw bales, sediment fencing, etc.) shall be kept on-site by the contractor during HDD operations so that it is readily available in the event of a frac-out.
- b) To prevent or minimize potential effects in the event of a frac-out is detected, Permittee shall implement the following measures to reduce or minimize effects on sensitive resources:
- i) All work shall stop until the frac-out has been contained and cleaned up.
 - ii) The frac-out area shall be isolated with straw bales, sand bags, or silt fencing to surround and contain the drilling mud.

30. Mitigation Measure BIO-4: Exclusion Flagging and Training.

- a) Prior to commencing construction, a Qualified Botanist (a person with at least an undergraduate degree in botany, plant ecology, or a related field, with a minimum of three years' professional field experience within the region or working under the direct supervision of a professional botanist with at least six years of field experience in the region) shall identify and flag the boundaries of the Carquinez goldenbush and Gairdner's yampah populations, to prevent any indirect or inadvertent impacts to these special-status plants.
- b) All construction activities shall be located outside the flagged areas, including clearing and grading, construction traffic, or any activities associated with the proposed power collection system routes.
- c) If the final power collection system route crosses the location of these sensitive plants, horizontal boring techniques shall be used, after prior approval from the Solano County Department of Resource Management, in consultation with USFWS, and CDFG.
- d) All fueling and storage areas shall be located at least 100 feet from the flagged areas, to prevent spills of fuel or other hazardous materials from affecting the special-status plants.

e) During construction, a Qualified Botanist shall hold tailgate environmental training sessions with construction personnel to inform them of the special-status plants in the Project Area. These training sessions shall include information about the locations of these plants, resource avoidance, permit conditions, and possible fines for violations of State or Federal environmental laws.

31. Mitigation Measure BIO-5: Habitat Avoidance - California tiger salamander. Permittee shall comply with the following mitigation measures:

a) Ground-disturbance activities with 0.5 mile of potential wet California tiger salamander habitat shall occur during the dry season (i.e., June 1st. through October 15th) only.

b) A worker-training program covering the California tiger salamander will be conducted before groundbreaking. The program shall provide workers with information on their responsibilities with regard to the species, and overview of the appearance of the species, and a description of the measures being taken to reduce the potential effects to the species during project construction.

c) A qualified biologist shall conduct a preconstruction survey to assess the potential for California tiger salamander appearance relative to the quality and status of wetland and upland habitats in the vicinity of project features and shall identify any key areas that would require avoidance. Qualified surveyors/monitors shall be onsite during construction to provide clearance for all work activities in potential California tiger salamander habitat, including potential movement corridors and hibernation sites.

d) If a California tiger salamander is encountered during construction work, activities shall cease until the salamander is removed and relocated by a U.S. Fish and Wildlife Service-approved biologist. In the event of injury or mortality to a California tiger salamander, the U.S. Fish and Wildlife Service shall be notified immediately.

e) Signs that can be easily read from at least 20 feet away shall be placed to indicate potential California tiger salamander habitat that must be avoided by construction personnel. Prior to construction, a biologist shall determine the location and number of signs necessary.

f) To prevent inadvertent entrapment of California tiger salamanders during the Project, deep trenches that are within 2,000 feet of the vernal pools or stock ponds shall be completely covered using plywood or other appropriate materials at the close of each working day. Before the trench is filled, it shall be thoroughly inspected for trapped animals. If at any time a trapped California tiger salamander is discovered, the U.S. Fish and Wildlife Service-approved biologist shall carefully remove the animal by hand and place it at the entrance of a

suitable rodent burrow within walking distance from the excavation site, but outside the area where the animal could be injured or killed by project activities. The rescued California tiger salamander shall be monitored until it enters the burrow. The U.S. Fish and Wildlife Service, California Department of Fish and Game, and Solano County Department of Resource Management shall be notified by telephone and letter within one (1) working day if a California tiger salamander is found in the project area.

g) To eliminate the attraction to predators of the California tiger salamander, all food-related trash items such as wrappers, cans, bottles, and food scraps that are within 2,000 feet of the vernal pools or stock ponds shall be disposed of in closed containers and removed from the project site at the end of each working day.

h) Best management practices (required as part of the SWPPP) shall be implemented to prevent sediment from entering suitable California tiger salamander habitat at the project site, but not limited to, silt fencing, sterile hay bales, and temporary sediment disposal.

32. Mitigation Measure BIO-5: Habitat Avoidance - Western Burrowing Owl. The following guidelines adapted from the CDFG Staff Report on Burrowing Owl Mitigation (CDFG 1995) shall be implemented by the Permittee:

a) Preconstruction burrowing owl surveys shall be conducted in all areas that may provide suitable nesting habitat according to CDFG (1995) guidelines. No more than 30 days before construction, a survey for burrows and burrowing owls shall be conducted by a qualified wildlife biologist within 500 feet of the construction corridor in areas suitable for burrowing owls. The survey shall conform to the protocol described by the California Burrowing Owl Consortium (1993), which includes up to four surveys on different dates if there are suitable burrows present.

b) The Permittee shall avoid disturbing active burrowing owl nests and implement standard CDFG mitigation guidelines during the non-breeding season.

i) If occupied owl burrows are found during preconstruction surveys, a determination shall be made by a qualified biologist in consultation with CDFG as to whether access road construction or other proposed construction activities would impact occupied burrows or disrupt reproductive behavior.

ii) If it is determined that construction activities would not adversely affect occupied burrows or disrupt breeding behavior, construction may proceed without any restriction or mitigation measures for burrowing owls.

iii) If it is determined that construction could adversely affect occupied burrows during the August 31 through February 1 non-breeding season, the subject owls may be passively relocated from the occupied burrow(s) using one-way doors. There shall be at least two unoccupied burrows suitable for burrowing within 300 feet of the occupied burrow before one-way doors are installed. The unoccupied burrows shall be located at least 160 feet from construction activities and can be natural burrows or artificial burrows constructed according to current design specifications. Artificial burrows shall be in place at least one-week before one-way doors are installed on occupied burrows. One-way doors must be in place for a minimum of 48 hours before burrows are excavated.

33. Mitigation Measure BIO-6: Avoidance of Nests.

a) A no-disturbance buffer zone shall be established around active nests during the breeding season. If construction activities (including removal of trees or shrubs) are scheduled to occur during the breeding season (February 1 through August 31), a qualified wildlife biologist shall conduct preconstruction surveys of all potential nesting habitat within 500 feet of construction activities. Surveys shall be conducted prior to construction activities, but no more than 30 days prior to construction activities.

b) If active nests are found, a 500-foot no disturbance buffer shall be created around active raptor nests during the breeding season or until it is determined that young have fledged. A 250-foot buffer zone shall be created around nests of other special-status birds.

c) If the nest(s) are found in an area where ground disturbance is to occur, the Permittee shall avoid the area, if feasible, by delaying ground disturbance in the area until the birds have fledged, or shall reroute the project component to avoid the area.

d) If surveys indicate that nests are inactive or potential habitat is unoccupied during the construction period, no further mitigation shall be required. Trees and shrubs that have been determined to be unoccupied by special-status birds or that are located more than 500 feet from active nests may be removed.

e) If construction is scheduled to occur during the non-nesting season, then no surveys shall be required.

34. Mitigation Measure BIO-7: Setback from the Suisun Marsh Management Area. The Permittee shall maintain a 1,000-foot setback from the boundary with the Suisun Marsh Secondary Management Area, to avoid any potential impacts to the migration or flight patterns of waterfowl or other birds using the Suisun Marsh.

35. Mitigation Measure BIO-8: Underground Lines and Design Specifications. Prior to Project operation, the Permittee shall implement the following design elements for the limited 50-foot high overhead collection lines:
- a) All jumper wires shall be insulated (5-kV minimum rating and preferably 10-kV to 15-kV).
 - b) All exposed terminals (e.g., pot heads, lightning arresters, and transformer bushings) shall be covered by wildlife boots or other insulating materials.
 - c) Non-conductive materials (e.g., fiberglass, wood) shall be used instead of the straight, aluminum-type combination arms on riser poles.
 - d) Energized wires shall be placed a safe distance apart: 60 inches for crossarm configuration, 55 inches for armless configuration.
 - e) No cut-outs or riser poles shall be used.
 - f) Jumper leads shall be oriented in a vertical configuration to discourage bird perching.
 - g) Bonding of pole top devices mounted on non-conductive arms shall be done with insulated wire.
 - h) A minimum conductor wire size of 4/0 shall be used to increase the visibility of the wire.
 - i) Excepting angle poles of overhead lines, none of the installed facilities shall require the use of guy wires. All turbines and meteorological and microwave towers shall be free standing.
 - j) Bird diverters shall be installed on the overhead lines.
36. Mitigation Measure BIO-9: Turbine Locations. Turbine locations shall comply with the following standards:
- a) Turbines shall be sited at least 500 feet from groves of mature trees, which could provide nesting habitat to raptors and other birds.
 - b) Facilities shall be set back at least 100 feet from wetlands and streams and 567 feet from vernal pools and ponds.
 - c) Turbines shall be setback at least 1,000- from Shiloh and Collinsville roads.

- d) Facilities shall be set back at least 1,000 feet from the boundary of the Suisun Marsh Secondary Management Area.
 - e) All transmission lines and facilities shall be located to avoid crossing ridge tops to the extent feasible.
37. Mitigation Measure BIO-9: Bird Mortality Monitoring. The Permittee shall conduct annual monitoring of bird mortality in the Project Area, as follows:
- a) Qualified ornithologists shall conduct annual bird mortality monitoring throughout the Project Area.
 - b) The species, number, location and distance from turbine, availability of raptor prey species, and cause of bird and bat mortalities shall be noted. All results shall be provided to the Wildlife Response and Reporting System ("WRRS") database.
 - c) The monitoring shall follow standardized guidelines outlined by the National Wind Coordinating Committee (Anderson et al. 1999) for a minimum of three years following the first delivery of power.
 - d) The Permittee shall contribute to the efforts of the Solano County Technical Advisory Committee (TAC) to develop mitigation measures to lessen potential impacts to raptors as a result of wind turbine generator operation.
 - e) The Permittee shall analyze the banding information obtained from the CDFG to assess the origin and population of red-tailed hawks, American kestrels, and other raptors.
38. Mitigation Measure BIO-9: On-site Mitigation. The Permittee shall provide on-site mitigation for bird and bat strikes, as outlined below:
- a) Turbine locations shall avoid features of the landscape known to attract raptors such as cliff/rim edges.
 - b) The locations for Turbine Nos. A19 and B6 shall maintain a 500-foot buffer zone around the historical golden eagle nest identified in that area.
 - c) Prior to Project construction, a Raptor Mitigation Plan ("RMP") shall be developed. The Plan shall contain specific provisions for actions to minimize or offset impacts to golden eagles and other raptors, and shall include the following:
 - i) Move rock piles away from wind turbines.
 - ii) Construct tower pads to prevent under-burrowing by small mammals.

iii) Install bird flight diverters at the ends of strings and at the edges of clusters of turbines if determined necessary after three years of fatality data have been collected and based on recommendation of Solano County Technical Advisory Committee (TAC).

iv) Design turbines so the lowest reach of rotor planes is no lower than 26 meters off the ground.

39. Mitigation Measure BIO-9: Off-site Mitigation. The Permittee shall provide off-site mitigation for bird and bat strikes, as outlined below:

a) Within two years following the first delivery of power, the Permittee shall purchase and record an off-site conservation easement, at least 120 acres in size, for open space suitable as habitat for raptors such as the Golden Eagle and Red Tail Hawk. The County, in consultation with USFWS and the CDFG, shall approve the location of the easement, which approval shall not be unreasonably withheld. If the Permittee timely requests approval of the location of the easement and approval is not granted within the two year period, the Permittee shall purchase and record the conservation easement within a reasonable time after the County gives its approval. The conservation easement shall meet the following requirements:

i) The conservation easement shall be located within the regional area providing similar habitat as the Project area, but shall be outside the WRA.

ii) The easement site shall be dominated by natural vegetation, agricultural lands, or a combination of both. The primary purpose of this easement will be to provide conservation lands for a variety of bird species that could be potentially impacted by the Project.

iii) Conservation lands shall provide breeding opportunities in an effort to offset avian mortality associated with operation of the project. The main species anticipated to be impacted by the project are raptor species such as Golden Eagle, Red-tailed hawk, and American Kestrel, although the easement could also provide habitat for other species such as ground-nesting songbirds. Types of enhancement measures on the easement will be weighted according to the relative abundance of birds impacted by the project and the species specific needs of those species. A number of management measures and enhancements shall be provided (if such features are not already present) to provide suitable foraging and nesting habitat on the easement.

- iv) The conservation easement shall be recorded, shall run with the land in perpetuity, and shall list and prohibit activities inconsistent with the purpose of supporting avian breeding opportunities.
- b) The Permittee shall establish a non-wasting funding mechanism to fund the maintenance, management and monitoring of the conserved area. Estimated costs shall be established using a PAR-type analysis. The analysis and funding mechanism shall require approval by the County, in consultation with the resource agencies, prior to recordation of the conservation easement. Management activities or restrictions in the conservation easement shall include:
 - i) Providing suitable foraging habitat by maintaining or enhancing natural areas, particularly grasslands and seasonal wetlands; or by maintaining compatible agricultural crops and practices. Suitable crop types for foraging raptors include those with low-lying vegetation such as alfalfa and other hays, and various row and grain crops. Unsuitable crop types that would be restricted in the easement shall include those that do not provide sufficient accessibility or have low prey densities, such as orchards and vineyards;
 - ii) Maintaining or enhancing nesting opportunities by protecting trees or planting trees that are suitable for raptor nesting, including native valley oaks and cottonwood trees.
- c) Within 3 years following the first delivery of power, the Permittee, in conjunction with a Qualified Wildlife Biologist, shall undertake breeding habitat enhancement measures on the conserved property, which shall include the following:
 - i) Prior to recording the conservation easement, the Permittee shall submit to the County an open space management plan for the conserved area, which shall be prepared by a qualified Wildlife Biologist. Approval of the Plan by the County, in consultation with the resource agencies, shall be required prior to recordation of the easement.
 - ii) Types of enhancement measures on the easement will be weighted according to the relative abundance of birds impacted by the project and the species specific needs of those species, but shall include the placement of nesting substrate for Golden Eagles, Red-tailed Hawks and American Kestrels (nesting boxes, trees, perches, and/or other natural features).
 - iii) A number of management measures and enhancements shall be provided (if such features are not already present) to provide suitable foraging and nesting habitat on the easement.

iv) Prior to recording the conservation easement, the Permittee shall designate, for the County's approval, a public agency or non-profit entity, or a designative representative to manage the conserved area.

d) Prior to the issuance of the first building permit, the Permittee shall establish an irrevocable letter of credit in favor of the County of Solano from a reputable bank in the amount of \$500,000 to ensure compliance with the conservation easement provisions described above. The Director of Resource Management shall determine when the letter of credit may be cancelled due to the Permittee's compliance with the conservation easement provisions.

e) The Permittee shall be responsible for all mitigation costs including habitat enhancements, preparation and implementation of the open space management plan, and long-term management of the conservation area.

40. Mitigation Measure BIO-9: Post-construction Monitoring. The Permittee shall conduct post-construction avian and bat mortality monitoring, as follows:

a) Once the Project begins operation, the Permittee shall monitor the site to determine avian and bat mortality rates and the causes of mortality on the site itself for a period of three years. The monitoring shall be conducted by an independent biologist, and reports shall contain sufficient information (e.g. the location of dead birds relative to turbine location; the availability of raptor prey species) to allow evaluation of turbine design characteristics and location effects that contribute to mortality. This monitoring shall follow standardized guidelines outlined by the National Wind Coordinating Committee (Anderson et al. 1999). The Permittee shall prepare and provide reports from the monitoring to the County, USF&WS and CDFG, and shall also participate in the Solano County Technical Advisory Committee (TAC) for the term of the monitoring effort, and shall share the results of this research with the TAC.

b) After three years of post-construction monitoring data has been obtained, the County will review the permit and, in consultation with the California Department of Fish and Game and the USFWS, determine if any specific turbines should be relocated due to disproportionately high levels [e.g. more than at other turbines] of avian mortalities and no other mitigation measures are deemed appropriate. The County will determine whether turbines shall be relocated, based on consideration of the following factors:

i) Number of Annual Mortalities Per Turbine. Large comparative differences in the number of mortalities per turbine might indicate the need for relocation. In the absence of such large differences, however, this factor probably cannot be considered alone due to limited statistical basis upon which to estimate the number of avian mortalities at each turbine.

ii) Disproportionate Representation of a Particular Species. A large number of mortalities of a particular species must also be factored into the relocation decision due to enhanced concern for potential effects on that species population and further support for theories that something in that species' behavior, foraging strategy or flight mechanics make collision avoidance with that particular turbine configuration problematic.

iii) Comparison to other Windfarms in the Area. In light of the total body of knowledge accumulated about bird strikes on windfarms, an additional relocation factor is the number of mortalities at particular turbines or group of turbines which is substantially out of line in comparison with the experience of other windfarms in the Solano County Wind Resource Area.

41. Mitigation Measure BIO-9: Reimbursement. Once the Project operation begins, and for the three years thereafter, the Permittee shall provide reimbursement to the County for a senior staff planner for two weeks annually. This planner shall monitor the implementation of the mitigation measures and others included in this DEIR.

42. Mitigation Measure CUL-2: Cultural Resources.

a) The permittee shall notify the Solano County Resource Management Department immediately if any cultural resources are disturbed during excavation.

b) Prior to the issuance of any grading permits, the Permittee shall include specific wording in the construction and engineering specifications for Project stating that if evidence of cultural resources is identified during excavation all work shall stop in an area within 100 feet of the find until a qualified archaeologist can assess the significance of the find. Evidence of cultural resources includes chipped or ground stone, historic debris, building foundations, or human bone.

c) If necessary, the archaeologist shall develop appropriate treatment measures for the resource in consultation with Solano County, SHPO, and other appropriate agencies.

43. Mitigation Measure GEO-1: Seismic Resistant Design. Project facilities shall be designed to withstand substantial fault movement without rupture. The Permittee shall also complete final geotechnical studies, as outlined below.

44. Mitigation Measure GEO-2: Geotechnical Study.

a) Prior to commencing construction activities, the Permittee shall conduct a geotechnical study to evaluate soil conditions and geologic hazards in the Project

Area. The geotechnical study must be signed by a California-registered geologist and approved by Solano County, and shall identify the following:

- i) Location of fault traces and potential for surface rupture;
 - ii) Potential for seismically induced ground shaking, liquefaction, landslides, differential settlement, and mudflows;
 - iii) Stability of existing cut-and-fill slopes;
 - iv) Collapsible or expansive soils;
 - v) Foundation material type;
 - vi) Potential for wind erosion, water erosion, sedimentation, and flooding; and
 - vii) Location and description of unprotected drainage that could be impacted by the proposed development.
- b) The Project shall, based on the results of this study, be designed to:
- i) Follow safety and building codes, and other design requirements, as indicated by the site-specific geotechnical review, including the UBC;
 - ii) Use existing roads to the greatest extent feasible to minimize increased erosion;
 - iii) Design fill slopes for an adequate factor of safety, considering material type and compaction, identified during the site-specific geotechnical study;
 - iv) Cut slopes with a slope ratio compatible with the known geologic conditions, or be stabilized by a buttressed fill;
 - v) Avoid locating roads and structures near landslide and mudflow areas. Where avoidance of landslide areas is not feasible, relatively flat cut-and-fill slopes would be constructed (2 horizontal: 1 vertical, or 26 percent, or flatter). Roads would be constructed with slope buttressing consisting of excavation of the unstable materials, installation of subdrains, and reconstruction of the slopes to the designed grades using the excavated materials in properly compacted fills. Stabilization of soil, where required for tower foundations, will use the same methods;

vi) Utilize setback requirements from surrounding uses, including roads or utilities and/or diversion walls to mitigate impacts from mudflow-prone areas; and

vii) Avoid locating turbine locations, transmission lines, and associated structures astride faults, lineaments, or unstable areas.

viii) Where service lines or utilities cross the potentially active faults, they shall be designed to withstand vertical and horizontal displacement.

ix) In some cases, depending on the findings of the site-specific geotechnical study and where feasible, removal and replacement of shrink-swell soils with a non-expansive or non-collapsible soil material shall be done.

45. Mitigation Measure GEO-3: Increased Erosion and Expansive Soils. Prior to commencing construction activities, the Permittee shall develop a Project Stormwater Pollution Prevention Plan (SWPPP) in compliance with the State Water Resources Control Board Construction Storm Water Permit. Permittee shall also monitor all disturbed areas each spring for eroding or slump areas.

46. Mitigation Measure HAZ-1: Proper Use and Storage of Materials.

a) Prior to commencing construction activities, the Permittee shall prepare a Hazardous Materials Business Plan/ Spill Prevention, Control, and Countermeasure (SPCC) plan to avoid spills and minimize impacts in the event of a spill. The Plan shall include a discussion of hazardous materials management, including delineation of hazardous material and hazardous waste storage areas, access and egress routes, and notification procedures. The Plan shall be provided to all contractors working on the Project, and one copy shall be available on site at all times.

b) The Permittee shall store all paint, solvents, and any other hazardous materials in the manner specified by the manufacturer and in accordance with Federal regulations and nationally and internationally recognized codes and standards. Small spray cans of carburetor fluid and other hazardous materials shall be stored in an enclosed area in the Operation and Maintenance (O&M) building. A material safety data sheet shall be stored with each material, as well. In addition, all employees must be properly trained in the use and handling of these materials.

c) Prior to commencing construction activities, the Permittee shall prepare a Storm Water Pollution Prevention Plan (SWPPP). In addition to covering erosion control measures, the SWPPP shall include best management practices for construction material and equipment fluid spill prevention and control. Best management practices shall include the following:

- i) No debris, soil, silt, bark, rubbish, cement or cement washing, oil or petroleum products, or any other construction materials are allowed to be placed where they may be washed by rainfall into wetlands or streams;
 - ii) Vehicles and equipment shall be well maintained and periodically inspected for leaks.
 - iii) No refueling or fuel storage shall occur within 100 feet of sensitive areas, including intermittent streams, wetlands, biological and cultural areas, or within 150 feet of wells.
 - iv) A drain pan, drop cloth, absorbent pads, or other secondary containment shall be placed beneath nozzle to catch spills/leaks while fueling.
 - v) Spill containment/cleanup equipment shall be kept on hand and maintained at all times during construction.
 - vi) Portable toilets shall be located in a convenient and level area; at least 100 feet from sensitive areas.
- d) In the event of a hazardous material spill, the Solano County Department of Resource Management shall have jurisdiction over response and cleanup operations.
47. Mitigation Measure HAZ-2: Plan for Encountering Hazardous Materials. The Permittee shall prepare a written plan prior to commencing construction, specifying the proper handling, reporting, and disposal procedures for hazardous contaminants. If hazardous contaminants are unexpectedly encountered during construction, construction crews shall stop work and notify the Department of Resource Management. A licensed waste disposal contractor shall be used to remove the hazardous materials, once identified, from the site, according to Federal, State, and local requirements.
48. Mitigation Measure WQ-1: Avoid Wetlands and Streams. The Permittee shall locate the turbines, aboveground substation, and switchyard outside and away from wetlands, drainages, streams, and other sensitive natural features.
- a) Project components shall be constructed using the following recommended setbacks:
 - i) 100-foot setback from wetlands and streams based on guidance from the U.S. Army Corps of Engineers and CDFG;

- ii) 567-foot setback from vernal pools that provide habitat for special-status plants and wildlife protected by the USFWS; and
 - iii) 567-foot setback from ponds that may provide habitat for water birds and the tiger salamander protected by the CDFG.
 - iv) Support facilities such as underground cables shall also be sited away from these sensitive natural resources to the extent feasible. In most instances, new overhead lines shall only be used to specifically avoid impacts to sensitive natural resources. No foundations, utility poles, or other permanent facilities shall be located within waters of the U.S.
- b) To minimize the potential effects from the use of horizontal directional drilling, the Permittee shall incorporate the following measures:
- i) HDD drilling shall occur during the season when the seasonal streams and wetlands in the project area do not have surface water present (i.e., typically June through October).
 - ii) On-site briefings shall be conducted for HDD workers so that they understand the location of sensitive resources and to ensure that all field personnel understand their responsibility for timely reporting of frac-outs.
 - iii) Barriers (e.g., straw bales, sedimentation fences, etc.) will be erected between the bore site and nearby sensitive resources prior to drilling, as appropriate, to prevent any material from reaching sensitive resource areas.
 - iv) The necessary response equipment and/or supplied (e.g., vacuum truck, straw bales, sediment fencing, etc.) will be kept on-site by the contractor during HDD operations so that it is readily available in the event of a frac-out.
- c) In the event a frac-out from Horizontal Directional Drilling is detected, the following measures shall be implemented to reduce or minimize effects on sensitive resources:
- i) All work shall stop until the frac-out has been contained and cleaned up;
 - ii) The frac-out area shall be isolated with straw bales, sand bags, or silt fencing to surround and contain the drilling mud.

49. Mitigation Measure WQ-2: Stormwater Pollution Prevention Plan.

a) To minimize erosion potential and subsequent wash-down to low-lying wetland and stream areas, Permittee shall implement the following:

i) Prior to commencing construction activities, a Project SWPPP shall be developed in compliance with the SWRCB's Construction Storm Water Permit.

ii) Overhead transmission lines shall be located away from streams and wetlands to avoid runoff to these areas.

iii) Alignment and location of the proposed service roads shall follow the existing land contours and ridgelines. A minimum amount of earth shall be moved to allow for the required 35-foot access roads. Tower pads shall be similarly constructed.

iv) Graded areas and stockpiled soil shall be stabilized to prevent wind or water erosion.

v) Cut slopes shall have a slope ratio compatible with the known geologic conditions or be stabilized by a buttressed fill.

vi) Surface flows shall be collected and diverted away from cut and fill slopes into ditches discharging to natural drainages.

vii) Rock channel protection shall be employed at points where water concentrates in drainage channels.

viii) Drainage culverts shall be sized and located to minimize erosion and maximize storm runoff away from the Project site. Culverts placed in drainage ways along County roads shall be designed for 100-year storms.

ix) During construction, vegetation removal and grading shall be limited to the minimal area necessary and restricted to areas required for construction only.

x) Erosion control structures shall be placed between disturbed soil and drainage structures or areas prior to the start of the rainy season.

xi) The grading, construction, and drainage of roads shall be carried out to maintain any downstream water quality.

b) To further minimize the erosion potential, the Project Area shall be seeded with grasses and other vegetation as follows:

- i) Revegetation of a cut and fill area shall be implemented in accordance with Solano County guidelines and the input of local farmers/farm residents.
- ii) Disturbed or graded areas shall be planted with fast-growing and deep-rooted grasses or groundcover, preferably native to the area.
- iii) If required, previously vegetated areas and inactive portions of the construction site shall be seeded and watered until vegetation is grown.
- iv) Revegetated areas, if any, shall be monitored annually for complete and successful ground cover, and revegetated (if required) to conform to the requirements of the County Grading Ordinance. Revegetation shall be continued, if determined by Solano County, for the life of the Project.

50. Mitigation Measure LU-3: Guarantee Bond or Corporate Surety. Prior to issuance of building permits, the Permittee shall set aside decommissioning funds in the form of a bond or corporate surety as a specific Project budget item. The bond or corporate surety shall be executed on behalf of the Project in favor of the County with an independent administrator of such funds to cover all decommissioning costs. The bond shall be maintained for the life of the Project and through any transfer of ownership.

51. Mitigation Measure NOI-1: Construction Noise.

- a) MM NOI-1a: Care of Equipment- Equipment engines shall be covered and the Permittee shall ensure that mufflers are in good working condition.
- b) MM NOI-1b: Restricted Work Hours- Work hours shall be restricted for all noise generating construction activities from 7:00 a.m. to 7:00 p.m. Monday through Friday, and from 8:00 a.m. to 6:00 p.m. on Saturdays and Sundays.
- c) MM NOI-1c: Equipment Location- The Permittee shall locate stationary equipment, such as compressors and welding machines, away from noise receptors to the extent practicable.
- d) MM NOI-1d: Pneumatic Tools- Pneumatic tools to be used within 1,500 feet of a residence shall have an exhaust muffler on the compressed air exhaust. This shall be included in the specifications for project construction.
- e) MM NOI-1e: Noise Complaint Plan- Prior to issuance of any building permits for the Project, the Permittee shall submit a plan to the Solano County Resource Management Department that details how the Permittee will respond to noise complaints, keep the County apprised of the complaints, and document the resolution of those complaints. The plan must be approved by the County before the Project building permit is issued.

52. Mitigation Measure NOI-2: Operational Noise. Wind Turbine Operations could exceed the Solano County Zoning Ordinance-permitted noise levels.

a) MM NOI-2a: The Project shall be configured such that the operation of the selected wind turbines shall not exceed a CNEL of 50 dBA (or the equivalent 44 dBA) at nearby residences. This level shall be achieved by implementing one or more of the following:

i) Use all available sites more than 2,000 feet from residences and configure the turbines for sites within 2,000 feet of residences such that they would have the least practical effect on residents.

ii) Provide to the County, prior to obtaining a building permit, additional attenuation analyses, based on terrain effects, nighttime wind speed, or other considerations, demonstrating that the proposed configuration will not coincide with the 50 dBA CNEL area of influence at the nearby residences. A residence can be considered outside the CNEL influence area if, for all predicted wind speeds, either 1) the ambient noise exceeds the turbine noise, or 2) the turbine noise is less than the 50 dBA CNEL.

iii) If the Permittee receives a waiver from a landowner allowing construction of one or more turbines that would place his or her residence within the 50 dBA CNEL, the Permittee may use noise-insulating features such as double-paned windows and door seals to reduce noise impacts, particularly at night, to levels that would be achieved by relocating turbine sites. To be most effective, noise-insulating features should be constructed in connection with mechanical ventilation that would allow windows and doors to be closed for acoustical isolation.

iv) Provide to the County, prior to obtaining a building permit, a plan for committing to operational limitations or adjustments (such as partial "feathering" of the turbine blades) during nighttime hours or other provisions that would be implemented based upon noise complaints from nearby residents. Such limitations would provide a basis for reducing the CNEL penalty imposed for nighttime noise. The plan would not be implemented unless field measurements verify that noise from nearby turbines substantially influences noise levels at the residence and exceeds the 50 dBA CNEL criterion and the County has reviewed and approved these measures.

v) Relocation of proposed turbines pursuant to table 14.5-3 of the EIR, as may be determined necessary by the County, should the preceding mitigation prove not to be fully effective.

vi) Prior to the installation of the turbines, the Permittee shall provide a written study to the County Resource Management Department demonstrating how the Project, using a combination of the above measures, would achieve compliance with the 50 dBA CNEL (or 44 dBA equivalent) standard.

b) MM NOI-2b. Upon receipt of a reasonable complaint alleging that noise from the operation of the Project turbines is causing noise levels at the exterior of a residence to exceed the 50 dBA CNEL:

i) The Solano County Building Official or the County Sheriff shall report the matter to the Permittee and to the Solano County Department of Resource Management ("DRM").

ii) The Solano County DRM shall commission, at Permittee's expense, a qualified acoustical firm to conduct a site-specific study to verify whether noise levels routinely exceed the 50 dBA CNEL criterion at the residence and whether these levels can be attributed to the operation of specific Project turbines. All findings shall be consolidated into a single report. The acoustical firm shall be authorized to require that the Permittee cease operation of the specified turbines at such times as may be necessary for a period not to exceed 10 days to verify that the noise levels at the residence would be noticeably reduced (3 dBA decrease in sound levels) by modifications to, or restrictions on, the operation of the specified Shiloh I turbines. Upon Verification of the complaint, the qualified firm shall identify the circumstances and measures that could be undertaken to ensure conformance with the 50 dBA CNEL (or 44 dBA equivalent) standard.

iii) For 30 days after the receipt of the verification of the complaint and mitigation recommendations, the Permittee shall attempt in good faith to negotiate a resolution of this matter with the party making the allegation and shall report any such resolution to the DRM in a timely manner.

iv) If a resolution of the complaint is not achieved within 30 days, the DRM shall require the Permittee to implement one or more of the recommendations specified in the acoustical report to achieve conformance with the applicable standards, which may include turbine relocation.

53. Mitigation Measure PSU-1: Public Services. Permittee shall comply with the following:

a) Prior to commencing construction activities for the Project, the Permittee shall develop a Grass Fire Control Plan for use during construction and

operation. The Plan shall include notification procedures and emergency fire precautions.

b) Permittee shall insure that the construction contractor develops a County Approved Health and Safety Plan.

c) Permittee shall notify the Solano Emergency Medical Services Cooperative and the affiliated Rio Vista Fire Department in advance of commencing construction activities for the Project.

54. Mitigation Measure PSU-3: Microwave Transmissions. Permittee shall comply with the following:

a) Permittee shall notify all microwave station owners within 2 miles of the Project Area to receive their clearance or, if necessary, negotiate alternative turbine locations or types of equipment, and shall provide such notification and the results to the Solano County Resource Management Department prior to issuance of building permits.

b) Wind turbine towers shall be sited outside the WCFZs identified for two pathways crossing the Project Area, and shall be sited an additional 40-meters from the WCFZs.

c) If any off-axis receiver interference occurs after installation of turbines, high-performance antennas shall be installed by Permittee at nearby microwave sites.

55. Mitigation Measure PSU-4: Television or Radio Interference. Permittee shall comply with the following:

a) Prior to issuance of building permits for the Project, Permittee shall notify all television and radio station owners within 2 miles of the Project Area of the Project.

b) All wind turbine towers shall be sited at least 1,000 feet (304.8 meters) from television/radio receivers or transmitters.

56. Mitigation Measure REC-2: Recreational Facilities. Setback from the Suisun Marsh Management Area. Turbines shall be set back a minimum of 1,000 feet from the boundary of the Suisun Marsh Secondary Management Area, as referenced in mitigation measure BIO-7.

57. Mitigation Measure SA-1: Grass Fire Control Plan.

a) Prior to commencing construction activities for the Project, the Permittee shall develop and implement a Grass Fire Control Plan ("Plan") for use during

construction and operation and shall include notification procedures and emergency fire precautions.

- b) During project construction, the Permittee shall comply with the following:
 - i) All internal combustion engines, stationary and mobile, shall be equipped with spark arresters.
 - ii) Spark arresters shall be in good working order.
 - iii) Light trucks and cars with factory-installed (type) mufflers, in good conditions, may be used on roads where the roadway is cleared of vegetation.
 - iv) Smoking signs and fire rules shall be posted on the project bulletin board at the contractor's field office and areas visible to employees during the fire season.
 - v) Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials.
- c) During project operation, the Permittee shall comply with the following:
 - i) Warning signs for high-voltage equipment
 - ii) Annual clearing of brush and other dried vegetation around pad-mount transformers, riser poles, and the Operation & Maintenance (O&M) building.
 - iii) Installation of fire extinguishers at the O&M building.
 - iv) Employee training in the use of extinguishers and communication with the Montezuma Hills Fire District.
 - v) Periodic inspections by the Montezuma Hills Fire District.
- d) The Plan shall be submitted to the County for approval. Permittee shall not commence construction activities until the County has approved the Plan.
- e) Permittee shall provide copies of the Plan, along with maps of the Project Area and roads, to the Montezuma Hills Fire District.
- f) Permittee shall provide the Fire District access to its water storage tanks, if needed by the Fire District.

58. Mitigation Measure SA-2: Turbine Setbacks and Property Owner Waivers. Permittee shall comply with the following:

a) Prior to commencing Project operation, Permittee shall provide the County with manufacturer's specifications for the wind turbines, specifying that all turbines are equipped with a braking system, blade pitch control, and/or other mechanism for rotor control, and shall have both manual and automatic overspeed controls.

b) Where a turbine setback from a public road is less than three times (3x) the total turbine height, prior to turbine installation, Permittee shall provide the County Public Works Department certification that the base elevation of the turbine does not exceed 80 feet from the nearest public road, unless further study is provided to, and approved by, the County.

c) Prior to turbine installation, the Permittee shall provide to the County a waiver from adjacent property owners where a reduced turbine setback is proposed.

59. Mitigation Measure SA-3a: Equipment Shut-off Mechanisms.

a) All Project turbines and utility lines shall be equipped with automatic and manual-disconnect mechanisms.

b) Three circuit breakers that can be both manually and automatically operated shall be provided between each turbine and the connection to the electrical grid.

c) The electrical systems and substations shall be designed by California-registered electrical engineers, and shall meet national electrical safety codes and other national standards, including NEMA, ANSI, and Cal-OSHA standards. Grounding shall also be designed to the standards of the Institute of Electrical and Electronics Engineers.

d) The above mechanisms shall be installed and tested prior to interconnection.

e) Prior to commencing construction activities, the Permittee shall develop a project-specific Health and Safety Plan for implementation during construction and operation. The Health and Safety Plan shall include emergency contacts, location of nearest hospital, and proper emergency protocol.

60. Mitigation Measure SA-3b: Limited Site Access. The Permittee shall restrict access to the wind turbines and other Project facilities during Project operation by implementing the following measures:

- a) The Project area shall be completely fenced;
- b) All turbine towers shall be locked;
- c) All turbines shall have at least 15 feet (4.6 m) between the ground and both the tips of the turbine blades and the access routes (e.g., ladders) unless enclosed by a 6-foot (1.8 m) high fence;
- d) The substation and switchyard shall be fenced and locked;
- e) The O&M building shall be kept locked;
- f) Each down-tower electrical/communication cabinet shall be locked and have a sign with high-voltage warning;
- g) Road access to Project sites shall be through locked gates;
- h) Field maintenance crewmembers shall be on-site during the day, and a security service shall patrol the area at night.
- i) Only properly trained personnel shall be provided entry to the site, to reduce the likelihood of accidents.
- j) Signs shall be posted at entrance gates noting the existence of high-voltage and underground cable on the site and warning people of the hazards of electrocution.
- k) Permittee shall also post signs at entrance gates noting the existence of high voltage and underground cable on the site and warning people of the hazards of electrocution.

61. Mitigation Measure TRA-1a: Traffic Control Plan.

- a) The permittee shall develop and implement a traffic control plan based on the final engineering design, and prepared by a registered professional engineer. The Plan shall be submitted at least 45 days prior to construction to the Solano County Public Works Division (for affected County roads) and to CalTrans (for affected state Highways). The plan shall describe the location, schedule, and safety procedures for lane and road closures, as well as the hours, routes, and safety and management requirements. The plan shall contain the following measures:
 - i) Traffic safety measures, such as warning signs on approaches to areas with construction activity (i.e., "Construction Traffic Ahead" or equivalent);

- ii) Scheduling of construction traffic to avoid peak traffic hours (also see Mitigation Measure TRA-1b);
 - iii) Ensure access for emergency vehicles at all times;
 - iv) Provide temporary access to businesses and/or residences during construction;
 - v) Open lanes as soon as possible to restore normal traffic patterns;
 - vi) During the design phase the Permittee shall coordinate with other utilities service providers to ensure conflicts with other utilities are minimized;
 - vii) New roads shall be designed and constructed to accommodate Project traffic and minimize the potential for accidents, in accordance with all applicable CalTrans and Solano County specifications, including appropriate slopes, sufficient turning radii, and appropriate roadway depth; and
 - viii) After construction, restore the routes to original conditions.
- b) Prior to commencing construction activities, the Permittee shall provide to County Public Works – Engineering, a Transportation Plan that addresses the following issues:
- i) Transport of all equipment to the site; (2) transport of all equipment during equipment removal;
 - ii) Transport of all building materials;
 - iii) Circulation, itemizing how many of each vehicle type will use which roads;
 - iv) Responsibilities;
 - v) Security bonding;
 - vi) Vehicular traffic types and amounts necessary for the project;
 - vii) Extra-legal loads;
 - viii) Signage;
 - ix) Road maintenance; and

- x) Encroachment permits.
 - c) All of the Permittee's activities shall conform to the approved Transportation Plan.
 - d) As required by Solano County Public Works Division, grading and encroachment permits must also be obtained prior to construction.
62. Mitigation Measure TRA-1b: Notification, Scheduling and Carpooling. Prior to commencing construction activities, the Permittee shall implement notification, schedule shifts, carpooling, and other best management practices to minimize increases in traffic. Specific measures to minimize the impact of short-term increase in traffic from the construction workforce and truck deliveries shall include the following:
- a) Coordinate with local jurisdictions to notify residents of alternate traffic routes;
 - b) Schedule shifts and material deliveries to avoid peak traffic congestion hours;
 - c) Promote carpooling among construction workforce;
 - d) Stage worker personal vehicles and some trucks at the O&M building staging area;
 - e) Deliver construction equipment, such as that used for grading, excavation, material delivery, and turbine assembly, directly to the construction location rather than the O&M building staging area to minimize trips on local public roads.
63. Mitigation Measure TRA-2: Temporary Disruption to Traffic Flow during Construction.
- a) Temporary lane closures of public roads must be approved in advance by the County Public Works, and shall be allowed only during workdays.
 - b) No overnight lane closures shall be allowed.
64. Mitigation Measure TRA-3: Repairs to Roads.
- a) Any damage to roads that occurs as a result of the Project shall be repaired to the original conditions.
 - b) Prior to commencing construction activities, the Permittee shall enter into a secured agreement with Solano County to ensure that any County roads that have been damaged by the project are promptly repaired and, if necessary,

reconstructed. The agreement shall include posting of security bond to cover costs for road maintenance during construction.

c) Permittee shall obtain all appropriate hauling permits prior to construction.

65. Mitigation Measure TRA-6: Turbines Siting.

a) Permittee shall site all turbines within the outer horizontal plane on hills less than 222.5 feet (above sea level) for the 65-meter towers and 172.5 feet (above sea level) for the 80-meter towers.

b) Permittee shall submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the FAA, requesting that the FAA issue a Determination of No Hazard to Air Navigation for all turbines and meteorological towers.

**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Elsesser
Ancillary Services Coalition
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
Blue Ridge Gas
Bohannon Development Co
BP Energy Company
Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
CA Cotton Ginners & Growers Assoc.
CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California Gas Acquisition Svcs
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
Cameron McKenna
Cardinal Cogen
Cellnet Data Systems
Chevron Texaco
Chevron USA Production Co.
Childress, David A.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City

DGS Natural Gas Services
Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynergy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
Gas Transmission Northwest Corporation
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Hanna & Morton
Heeg, Peggy A.
Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Matthew V. Brady & Associates
Maynor, Donald H.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
Office of Energy Assessments
OnGrid Solar
Palo Alto Muni Utilities

PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar
Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Semptra
Semptra Energy
Sequoia Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Stanford University
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tecogen, Inc
TFS Energy
Transcanada
Turlock Irrigation District
U S Borax, Inc
United Cogen Inc.
URM Groups
Utility Cost Management LLC
Utility Resource Network
Wellhead Electric Company
Western Hub Properties, LLC
White & Case
WMA