

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4737G/6908E
As of May 10, 2023

Subject: Easement Conveyance to Placer County Water Agency Affecting a PG&E Land in the City of Auburn (Placer County) Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 04-06-2023

Date to Calendar: 04-12-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	05-06-2023

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



April 6, 2023

Advice 4737-G/6908-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Easement Conveyance to Placer County Water Agency Affecting a PG&E Land in the City of Auburn (Placer County) – Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this advice letter is to allow for easements on Pacific Gas and Electric Company (PG&E) property to support renovation of our Auburn Service Center (Service Center).

PG&E requests California Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 and General Order 173 to convey to the Placer County Water Agency (PCWA) an easement for water lines and appurtenant facilities (Utilities Easement, included as Attachment 1). The Service Center is located at 333 Sacramento Street in the City of Auburn, Placer County Assessor's Parcel Number (APN) 004-260-004-000 (Property). The Utilities Easement will support PG&E's Auburn Sacramento Street Renovation Project (Project), which includes the demolition and renovation of existing buildings at the Service Center and the installation of perimeter fencing on the Property. The renovation of the Service Center will enhance our storm, wildfire, and other regional response activities. The renovation will also allow us to better manage wildfire mitigation efforts and ongoing grid-hardening efforts in the Sierra Division.

PG&E has determined that the Utilities Easement will enhance our ability to provide safe and reliable service and promote the public interest as described above.

Background

PG&E owns land, buildings, and other facilities in connection with the provision of electric and natural gas service to our customers throughout northern and central California. In delivering these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilities.

The Property was granted to PG&E via Grant Deed from B.W. Cassidy and Jeannine Withers Cassidy on March 28, 1962 and recorded in Volume 912, of official records in Page 697 at the Placer County Recorder (included as Attachment 2).

In 2021, PG&E reached out to PCWA regarding renovation of the Property. In order to renovate the PG&E Service Center, PCWA would need to upgrade their existing facilities. For this purpose, PCWA requested the proposed Utilities Easement to cover the upgraded facilities.

For all of the above reasons, PG&E requests that the Commission approve this request to convey the Utilities Easement to PCWA.

Tribal Lands Policy

As explained below, because this transaction is not the transfer of a fee interest in real property, the Tribal Lands Policy does not apply.

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a fee interest in real property. Therefore, the Utilities Easement subject to this Advice Letter is not covered by the Policy.

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

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

Pacific Gas and Electric Company
Steven Frank
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 971-5091
Email: steven.frank@pge.com

Placer County Water Agency
Ken Hancock
Real Property Program Manager
144 Ferguson Road
Auburn, CA 95603
Telephone: (530) 863-8278
Email: khancock@pcwa.net

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

The Property consists of one parcel of land, APN 004-260-004-000, in the City of Auburn adjacent to Sacramento Street in Placer County. It is owned by PG&E in fee simple title and shown on State Board of Equalization (SBE) map 135-31-040B-1 (included as Attachment 3). The roughly 1.3-acre parcel is a rectangular piece of land that consists of existing buildings and a paved lot for parking spaces.

(c) Intended Use of the Property:

Upon Commission approval of the Utilities Easement, PG&E plans to improve the Service Center to better manage wildfire mitigation efforts and ongoing grid-hardening efforts in the Sierra Division. Additionally, the improvements will support specialized operations such as storm, wildfire, or other regional response activities.

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

PG&E is not collecting fees from PCWA for the Utilities Easement because PG&E requested this transaction for purposes of its Project.

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

Not applicable.

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

There is no impact to PG&E's rate base nor will granting the easement affect PG&E's ability to provide reliable service to its customers and the public at large.

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not applicable.

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

Not applicable.

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

PG&E is not seeking reimbursement from PCWA for the Utilities Easement because this transaction is for the benefit of PG&E and its Project.

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

There are no recent past or anticipated future transactions anticipated by PG&E or PCWA that are related to the present transactions.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

PG&E does not believe any additional information is necessary for the review of the Advice Letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

For this Advice Letter, City of Auburn has completed environmental review as the Lead Agency and the Commission is a Responsible Agency under CEQA.

- a. *The name, address, and phone number of the Lead Agency, the type of CEQA document that was prepared (Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration), the date on which the Lead Agency approved the CEQA document, the date on which a Notice of Determination was filed.*

Lead Agency	Tonya Ward, AICP Senior Planner City of Auburn tward@auburn.ca.gov Phone: 530-823-4211 X 140
Type of CEQA Document Prepared	Mitigated Negative Declaration Prepared May 2020: IS MND Public Review (Final)
Approved IS/Mitigated Negative Declaration	IS MND Public Review (Final) Approved on May 12, 2020 (Attachment 4)
PG&E Auburn Sacramento Street Renovation Project MMRP	PG&E Auburn Sacramento Street Renovation Project MMRP (Attachment 5)
Date Notice of Determination Filed	Notice of Determination Filed July 6, 2020 (Attachment 6) Endorsed NOD for PG&E Auburn Sacramento Street Renovation.

- b. *A copy of all CEQA documents prepared by or for the Lead Agency regarding the project and the Lead Agency's resolution or other document approving the CEQA documents.*

See Attachments 4 through 6.

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

Mandatory Findings of Significance may be found in Section XXI – Mandatory Findings of Significance, on page 95 of the CEQA Mitigated Negative Declaration (Attachment 4).

A discussion of the impacts and mitigation measures may be found in Section XXI – Impacts, on pages 95-96 of the CEQA Mitigated Negative Declaration along with the complete Notice of Determination (Attachment 4).

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

The environmental setting described in the CEQA document prepared by The City of Auburn for this project has not changed since the issuance of the Notice of Determination.

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

Not applicable.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than April 26, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting

factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on May 6, 2023, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachment 1: Easement to PCWA
Attachment 2: Original Grant Deed to PG&E
Attachment 3: SBE Map 135-31-040B-1
Attachment 4: CEQA IS/Mitigated Negative Declaration
Attachment 5: PG&E Auburn Sacramento Street Renovation Project MMRP
Attachment 6: Notice of Determination (NOD)

******* SERVICE LIST for Advice 4737-G/6908-E *******
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

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

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

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

*******AGENCIES*******

Placer County Water Agency
c/o Ken Hancock
144 Ferguson Road
Auburn, CA 95603
khancock@pcwa.net
O: (530) 823-4414 M: (530) 863-8278



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4737-G/6908-E

Tier Designation: 2

Subject of AL: Easement Conveyance to Placer County Water Agency Affecting a PG&E Land in the City of Auburn (Placer County) – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Compliance, Section 851

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

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

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

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 5/6/23

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

¹Discuss in AL if more space is needed.

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Easement to PCWA

RECORDING REQUESTED BY AND
FOR THE BENEFIT OF:

Placer County Water Agency

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO:

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

For internal use only:

Space above for Recorder's use only

T12N, R08E, Sec. 15, SW ¼

APN: 004-260-004

project type: treated

Project No. and Name: FA 2768 – PG&E Development – 333 Sacramento St, Auburn, CA 95603

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D) Transfer to Government Agency

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$0 per R&T Code § 11922

☒ [X] computed on full value of property conveyed, or

☐ [] computed on full value less value of liens or encumbrances remaining at time of sale

☐ [] Unincorporated Area of ☒ [X] City of Auburn

Declared by: _____

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **PACIFIC GAS AND ELECTRIC COMPANY, a California corporation** (hereinafter called "GRANTOR") hereby grants to the **PLACER COUNTY WATER AGENCY**, a public body (hereinafter called "AGENCY") a non-exclusive permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, lined or unlined canals, open ditches, flumes, and above and below ground appurtenant facilities, including but not limited to metering devices, water sampling stations, gate valves, electrical/electronic equipment including poles, antennae, solar panels and electrical cabinets, and equipment necessary to convey and/or meter water and the right to convert said ditch or flume to pipeline. GRANTOR further grants to the AGENCY:

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; [and surface the area if required to prevent erosion and/or ensure safe passage]; and
- (b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on March 29, 1962 at document number 1962-0912697, Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways; and
- (c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, landscaping, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove shall continue to be the property of GRANTOR, but all tops, lops, brush, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY; and
- (d) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on such existing or future gates; and
- (e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (f) the right to line, seal, patch or replace pipelines, canals, ditches, conduits and other facilities installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement area, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress to and egress from the

easement area by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

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.

**PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

(Signature(s) must be acknowledged by a Notary Public)

(Document must be Accepted by the Agency and may be submitted to escrow)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION
FOR PLACER COUNTY WATER AGENCY EASEMENT
CITY OF AUBURN, PLACER COUNTY, CALIFORNIA

Being a portion of the tract of land described in the certain grant deed to Pacific Gas and Electric Company recorded in Volume 912 at Page 697, And portions thereof shown on that certain Record of Survey filed December 18, 2018 in Book 23 of Surveys at Page 157, Placer County Official Records, located in Section 15, T12N, R8E, M.D.B. & M, more particularly described as follow:

Beginning at a mag nail and washer inscribed LS 5528, said point also being the most southwesterly corner of said survey, thence along the easterly right of way of Sacramento Street, 60 feet in width, North 02°18'37" West 34.31 feet;
Thence leaving said line, North 87°41'23" East 28.57 feet;
Thence South 02°18'37" East, 6.00 feet;
Thence North 87°41'23" East 10.07 feet;
Thence South 02°18'42" East 27.95 feet to a point on the southerly line of said survey;
Thence along said southerly line, South 87°09'23" West 38.64 feet to the **Point of Beginning**.

Containing 1,258 Square Feet more or less.

Basis of Bearings

The bearing South 87°09'23" West between found monuments along the southerly line said lands, as shown on that certain Record of Survey recorded in Book 23 of Surveys at Page 157, Placer County Records, is the basis of all bearings shown on this map.

The above description shown on Exhibit 'B', attached and by this reference made a part hereof.

End of Description

Prepared by or Under
The Supervision of

Richard F. Mather
PLS #8341

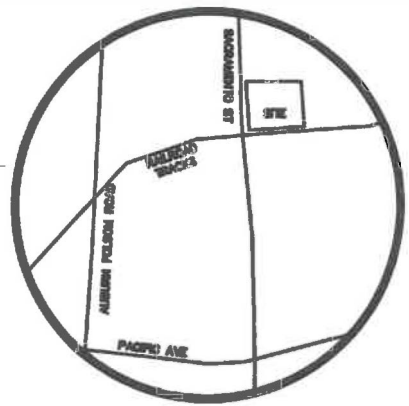
Date



CENTERLINE

SACRAMENTO STREET (60')

POINT OF
BEGINNING



VICINITY MAP
NO SCALE

23 SURVEYS 157

N87°41'23"E
28.57'

S02°18'37"E
6.00'

N87°41'23"E
10.07'

S02°18'42"E 27.95'

PCWA EASEMENT
CONTAINS 1,258 SQ.FT.

FOUND MAG
AND WASHER
L.S. 5528

N02°18'37"W 34.31'

38.64'

119.46'

BASIS OF BEARINGS
S87°09'23"W 158.10'
(23 SURVEYS 157)
MONUMENT TO MONUMENT

FOUND MAG
AND WASHER
L.S. 5528



SCALE: 1" = 20'

JOB NO 2191045



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY W8ST
HAYWARD, CALIFORNIA 94545
(P) (510) 887-4086
(F) (510) 887-3019

SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916) 966-1338
(F) (916) 797-7363

WWW.LEABRAZE.COM

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR LANDS OF CITY OF AUBURN PLACER
COUNTY WATER AGENCY EASEMENT
LOCATED IN THE PORTION OF
SECTION 15, T.12N., R.8E. MDB&M, STATE
OF CALIFORNIA

North: 2086727.4764' East: 6823155.7151'

Segment #1 : Line

Course: N02° 18' 37"W Length: 34.31'
North: 2086761.7585' East: 6823154.3320'

Segment #2 : Line

Course: N87° 41' 23"E Length: 28.57'
North: 2086762.9102' East: 6823182.8788'

Segment #3 : Line

Course: S02° 18' 37"E Length: 6.00'
North: 2086756.9151' East: 6823183.1207'

Segment #4 : Line

Course: N87° 41' 23"E Length: 10.07'
North: 2086757.3210' East: 6823193.1825'

Segment #5 : Line

Course: S02° 18' 42"E Length: 27.95'
North: 2086729.3937' East: 6823194.3098'

Segment #6 : Line

Course: S87° 09' 23"W Length: 38.64'
North: 2086727.4768' East: 6823155.7174'

Perimeter: 145.54' Area: 1258.38 Sq. Ft.
Error Closure: 0.0024 Course: N79° 45' 18"E
Error North: 0.00042 East: 0.00234

Precision 1: 60641.67

Attachment 2

Original Grant Deed to PG&E

TITLE

Recording Requested By:

ALLIANCE TITLE COMPANY

12152872-855-mw

LD 2112-08-3488

2004126 (06-04-005) 7 04 1

Auburn Service Center Addition

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street, N10A, Room 1015

P.O. Box 770000

San Francisco, California 94177

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



PLACER, County Recorder

JIM MCCAULEY

DOC- 2004-0151713

Acct 36-Alliance Title

Friday, NOV 12, 2004 11:26:36

MIC \$3.00 AUT \$3.00 SBS \$2.00

REC \$5.00

Ttl Pd \$13.00

Nbr-0001184240

rec/SL/1-3

AMOUNT OF REAL PROPERTY TRANSFER TAX SHOWN ON SEPARATE
PAPER, PLACER COUNTY CODE SECTION 4.08.120

consideration

\$645,000.00

GRANT DEED

CHITTENDEN and CHITTENDEN, a partnership, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY; a California corporation, the real property, situate in the City of Auburn, County of Placer, State of California, and described as follows:

(APN 004-200-008, &-009)

PARCEL ONE

PARCEL "B" as shown upon the parcel map filed for record March 18, 1977 in Book 9 of Parcel Maps at page 150, Placer County Records;

EXCEPTING THEREFROM all deposits of minerals, including oil and gas, lying below the depth of 500 feet, without the right to drill or mine through the surface thereof, as reserved by the Twentieth District Agricultural Association in two deeds to Robert P. Rothrock, et al., one dated April 5, 1966, and recorded June 3, 1966, in Volume 1114 of Official Records, at Page 255, Placer County Records, and the other dated October 11, 1966 and recorded December 23, 1966, in Volume 1138 of Official Records, at Page 377, Placer County Records.

- 1 -

MAIL TAX STATEMENTS TO:

Pacific Gas and Electric Company

Tax Department, B11A

P. O. Box 770000

San Francisco, California 94177

SP

PARCEL TWO

PARCEL "C" as shown upon the parcel map filed for record March 18, 1977 in Book 9 of Parcel Maps at page 150, Placer County Records;

EXCEPTING THEREFROM all deposits of minerals, including oil and gas, lying below the depth of 500 feet, without the right to drill or mine through the surface thereof, as reserved by the Twentieth District Agricultural Association in the Deed to Robert P. Rothrock, et al., dated April 5, 1966, and recorded June 3, 1966, in Volume 1114 of Official Records, at Page 255, Placer County Records.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated August 20, 2004

CHITTENDEN and CHITTENDEN,
a partnership

By Robert N Chittenden
Robert N. Chittenden, General Partner

By Barbara C Pascoe
Barbara C. Pascoe, General Partner

Area 6, Sacramento Valley Region, Sierra Division
Land Service Office: GO
Operating Department:
T12N, R8E, MDB&M
Sec 15, N2ofSW4
PG&E Drawing Number:
TYPE OF INTEREST: 1
Order #: 6095323
JCN: 06-04-005
County: Placer
Prepared By: TEP

SB2 135-31-0408-1

STATE OF CALIFORNIA
COUNTY OF Placer } S.S.

On August 20, 2004 before me,

Monica M. Fletcher

a Notary Public in and for said County and State, personally appeared

Barbara C. Pascoe

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)



STATE OF CALIFORNIA
COUNTY OF Placer } S.S.

On November 11, 2004 before me,

Monica M. Fletcher

a Notary Public in and for said County and State, personally appeared

Robert N. Chittenden

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(This area for official notorial seal)



3/

DO NOT RECORD

**FILOR REQUESTS
DO NOT RECORD STAMP VALUE**

DECLARATION OF TAX DUE: SEPARATE PAPER:
(Revenue and Taxation Code 11932-11933)

NOTE: This Declaration is not a public record

DOCUMENT #

Property located in:

☐ Unincorporated

✓✓ City of Auburn

APN: 004-200-008-510

DOCUMENTARY TRANSFER TAX \$709.50

✓✓ Computed on full value

☐ Computed on full value less liens or encumbrances
remaining at the time of conveyance

CITY CONVEYANCE TAX \$N/A

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

11/12/04
Date

Shawn M. Walsh
Signature

Monica M. Walsh
Print Name

Alliance Title Co -
For (Firm Name)

Recording Reference: _____
Date of Recording: 11/12/2004, 20040151713
Documentary Transfer Tax: 709.50
Title Company: Alliance Title
Tax Area: City of Auburn

**FIRST AMENDMENT TO
PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT**

This First Amendment (the "First Amendment"), dated as of August 19, 2004, is made by and between CHITTENDEN AND CHITTENDEN, a California partnership ("Seller") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Buyer").

RECITALS

A. Seller and Buyer are parties to that certain agreement entitled "Pacific Gas and Electric Company Standard Purchase and Sale Agreement" dated as of October 14, 2003, pursuant to which Seller has agreed to sell and Buyer has agreed to purchase that certain parcel of unimproved real property located in the City of Auburn, County of Placer, State of California, as more particularly described therein (the "Purchase Agreement").

B. In the course of Buyer performing its due diligence on the Property, Buyer has discovered the presence of DDE, DDT and heptachlor epoxide according to the Results of Soil Sampling prepared by Ecology and Environment, Inc. dated March 24, 2004. This contamination was not caused by Buyer.

C. Seller and Buyer wish to amend the Purchase Agreement to (i) reduce the Purchase Price by Ten Thousand Dollars (\$10,000), (ii) to extend the Contingency Period under the Purchase Agreement to July 26, 2004, (iii) to extend the Closing Date to on or before Monday, August 30, 2004, and (iv) to release the Seller from liability to Buyer for claims related to contamination on the Property, subject to the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Except as otherwise set forth below, all capitalized terms used herein which have defined meanings in the Purchase Agreement shall have the same defined meanings herein.

2. Section 2.1 of the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"2.1 Purchase Price. The Purchase Price (the "Purchase Price") of the Property shall equal SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$645,000.00)."

3. The phrase that appears on lines 5 through 7 of Section 6.1 of the Purchase Agreement which states "For a period of ninety (90) days following Buyer's receipt of the last of the Due Diligence Material from Seller ("Contingency Period"), is hereby deleted and the following phrase inserted in lieu thereof:

"For a period commencing upon Buyer's receipt of the last of the Due Diligence Material from Seller and expiring on July 26, 2004 ("Contingency Period")."

4. Section 4.2 of the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"4.2 Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed, the form of which is attached hereto as Exhibit B ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Placer County, California. The Escrow shall close on or before Monday, August 30, 2004 (the "Closing Date")."

5. Section 19 is hereby added to the Purchase Agreement as follows:

"19. Condition of Property. Except as expressly set forth in this Agreement, Seller has not made any express or implied representations, guarantees, promises, statements, assurances or warranties as to (i) the suitability for any purpose or the profitability of owning and operating any or all of the Property, (ii) the physical condition thereof, (iii) the net or gross footage contained therein, or (iv) the zoning thereof, the condition of title or any other past, present or future matter whatsoever. Buyer represents and acknowledges that it has had an opportunity to inspect the Property and the Property is being purchased "as-is", "where is," and, except as expressly provided in this Agreement, without any representation or warranty of any kind whatsoever, express or implied by Seller or any employee or agent of Seller. Except as expressly provided in this Agreement, Buyer is relying solely upon its own independent inspection, investigation and analysis of the Property as it deems necessary and appropriate in so acquiring the Property from Seller (including without limitation any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Except as expressly provided in this Agreement, Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or materials furnished by Seller or its representatives, whether oral or written, express or implied of any nature whatsoever regarding any of the foregoing matters."

6. Section 20 is hereby added to the Purchase Agreement as follows:

"20. Property Condition Waiver. Following the Close of Escrow, Buyer waives its right to recover from Seller, and the directors, officers, employees and agents of Seller any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefore, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 2601-2629), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health and Safety Code Sections 13000 et seq.), excepting in all cases those losses, liabilities, damages, costs or expenses, and claims therefore, arising from or attributable to a material finding known to Seller and not disclosed to Buyer. Seller's obligation to disclose matters "known to Seller" or words of like import shall be deemed breached only if Seller, as of the Effective Date had actual current knowledge (as opposed to imputed or constructive knowledge) of such material finding not disclosed to Buyer. Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known to him must have materially affected the settlement with the debtor." "

7. Upon execution of this First Amendment by Seller, in consideration of the price reduction set forth herein, Buyer approves its review of the Property pursuant to Section 6.2(i) of the Purchase Agreement.

8. Except as modified hereby, the Purchase Agreement shall remain in full force and effect.

9. This First Amendment may be executed in counterparts.

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment as of the date first above written.

"Seller"

CHITTENDEN AND CHITTENDEN,
A California partnership

By: _____

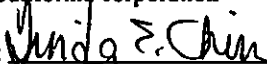
Its: _____

By: _____

Its: _____

"Buyer"

PACIFIC GAS AND ELECTRIC COMPANY,
A California corporation

By:  _____

Linda E. Chin

Its: Vice President, General Services and Performance Management

APPROVED AS TO FORM


Attorney

P. G. & E. CO
COPY

**FIRST AMENDMENT TO
PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT**

This First Amendment (the "First Amendment"), dated as of August 19, 2004, is made by and between CHITTENDEN AND CHITTENDEN, a California partnership ("Seller") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Buyer").

RECITALS

A. Seller and Buyer are parties to that certain agreement entitled "Pacific Gas and Electric Company Standard Purchase and Sale Agreement" dated as of October 14, 2003, pursuant to which Seller has agreed to sell and Buyer has agreed to purchase that certain parcel of unimproved real property located in the City of Auburn, County of Placer, State of California, as more particularly described therein (the "Purchase Agreement").

B. In the course of Buyer performing its due diligence on the Property, Buyer has discovered the presence of DDE, DDT and heptachlor epoxide according to the Results of Soil Sampling prepared by Ecology and Environment, Inc. dated March 24, 2004. This contamination was not caused by Buyer.

C. Seller and Buyer wish to amend the Purchase Agreement to (i) reduce the Purchase Price by Ten Thousand Dollars (\$10,000), (ii) to extend the Contingency Period under the Purchase Agreement to July 26, 2004, (iii) to extend the Closing Date to on or before Monday, August 30, 2004, and (iv) to release the Seller from liability to Buyer for claims related to contamination on the Property, subject to the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Except as otherwise set forth below, all capitalized terms used herein which have defined meanings in the Purchase Agreement shall have the same defined meanings herein.

2. Section 2.1 of the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"2.1 Purchase Price. The Purchase Price (the "Purchase Price") of the Property shall equal SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$645,000.00)."

3. The phrase that appears on lines 5 through 7 of Section 6.1 of the Purchase Agreement which states "For a period of ninety (90) days following Buyer's receipt of the last of the Due Diligence Material from Seller ("Contingency Period"), is hereby deleted and the following phrase inserted in lieu thereof:

"For a period commencing upon Buyer's receipt of the last of the Due Diligence Material from Seller and expiring on July 26, 2004 ("Contingency Period")."

4. Section 4.2 of the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

"4.2 Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed, the form of which is attached hereto as Exhibit B ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Placer County, California. The Escrow shall close on or before Monday, August 30, 2004 (the "Closing Date")."

5. Section 19 is hereby added to the Purchase Agreement as follows:

"19. Condition of Property. Except as expressly set forth in this Agreement, Seller has not made any express or implied representations, guarantees, promises, statements, assurances or warranties as to (i) the suitability for any purpose or the profitability of owning and operating any or all of the Property, (ii) the physical condition thereof, (iii) the net or gross footage contained therein, or (iv) the zoning thereof, the condition of title or any other past, present or future matter whatsoever. Buyer represents and acknowledges that it has had an opportunity to inspect the Property and the Property is being purchased "as-is", "where is." and, except as expressly provided in this Agreement, without any representation or warranty of any kind whatsoever, express or implied by Seller or any employee or agent of Seller. Except as expressly provided in this Agreement, Buyer is relying solely upon its own independent inspection, investigation and analysis of the Property as it deems necessary and appropriate in so acquiring the Property from Seller (including without limitation any and all matters concerning the condition, use, sale, development or suitability for development of the Property). Except as expressly provided in this Agreement, Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or materials furnished by Seller or its representatives, whether oral or written, express or implied of any nature whatsoever regarding any of the foregoing matters."

6. Section 20 is hereby added to the Purchase Agreement as follows:

"20. Property Condition Waiver. Following the Close of Escrow, Buyer waives its right to recover from Seller, and the directors, officers, employees and agents of Seller any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefore, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 2601-2629), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health and Safety Code Sections 13000 et seq.), excepting in all cases those losses, liabilities, damages, costs or expenses, and claims therefore, arising from or attributable to a material finding known to Seller and not disclosed to Buyer. Seller's obligation to disclose matters "known to Seller" or words of like import shall be deemed breached only if Seller, as of the Effective Date had actual current knowledge (as opposed to imputed or constructive knowledge) of such material finding not disclosed to Buyer. Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known to him must have materially affected the settlement with the debtor." "

7. Upon execution of this First Amendment by Seller, in consideration of the price reduction set forth herein, Buyer approves its review of the Property pursuant to Section 6.2(i) of the Purchase Agreement.

8. Except as modified hereby, the Purchase Agreement shall remain in full force and effect.

9. This First Amendment may be executed in counterparts.

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment as of the date first above written.

"Seller"

CHITTENDEN AND CHITTENDEN,
A California partnership

By: Robert Chittenden

Its: Gen Partner

By: _____

Its: _____

"Buyer"

PACIFIC GAS AND ELECTRIC COMPANY,
A California corporation

By: _____

Linda E. Chin

Its: Vice President, General Services and Performance Management

PACIFIC GAS AND ELECTRIC COMPANY
STANDARD PURCHASE AND SALE AGREEMENT

ORIGINAL

attach to
2112-08-3488

(Unimproved Property)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 14th day of October, 2003, by and between CHITTENDEN AND CHITTENDEN, a California partnership ("Seller") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Buyer" or "PG&E").

R E C I T A L S:

A. Seller is the owner of that certain real property consisting of approximately 2.543 gross acres of land ("Land") located in the City of Auburn, County of Placer, State of California, more particularly described in Exhibit A to this Agreement, together with all rights, easements, licenses, permits, benefits, improvements, betterments and interests appurtenant thereto (collectively, the "Property Interests"). The Land and the Property Interests are hereinafter, collectively, referred to as the "Property."

B. Buyer is the current lessee of a portion of the Property under a lease between Seller and Buyer dated May 1, 1996, as amended and extended (the "Lease"). Buyer has occupied portions of the Property since January 1, 1967. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions herein set forth.

2. Calculation of Purchase Price.

2.1. Purchase Price. The Purchase Price (the "Purchase Price") of the Property shall equal SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$655,000.00).

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

3.1. Deposit. Within ten (10) days after the execution of this Agreement by the parties, Buyer shall deposit, or cause to be deposited with Alliance Title Company ("Title Company" or "Escrow Holder"), by check made payable to the Title Company, or wire transfer of funds, the sum of TEN THOUSAND DOLLARS (\$10,000.00) ("Deposit"). The Deposit shall be invested by the Title Company in an interest-bearing account acceptable to Buyer with all interest accruing thereon paid to Buyer upon demand or, at Buyer's election, credited to the Purchase Price upon the Close of Escrow. Should Buyer timely elect to terminate this Agreement prior to the Close of Escrow, including, without limitation, pursuant to Sections 5.2,

6.2, 7.3(a), or 12 below, the Deposit, plus interest accrued thereon, shall be returned by the Title Company to Buyer without the need for further instruction to do so, this Agreement shall be deemed terminated and Buyer shall have no further obligation to purchase the Property.

3.2. Closing Funds. Prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with the Title Company, by check made payable to the Title Company or wire transfer of funds, the balance of the Purchase Price (after taking into account the amount of any credits in favor of Buyer), plus or minus the Title Company's estimate of Buyer's share of closing costs, prorations and charges payable pursuant to this Agreement.

4. Escrow.

4.1. Opening of Escrow. Within three (3) business days after the execution and delivery of this Agreement, Buyer and Seller shall open an escrow ("Escrow") with the Title Company by delivering a signed copy of this Agreement to the Title Company. For purposes of this Agreement, the Escrow shall be deemed opened on the date the Title Company shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening of Escrow").

4.2. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed, the form of which is attached hereto as Exhibit B ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Placer County, California. The Escrow shall close on or before January 15, 2004 (the "Closing Date").

5. Condition of Title.

5.1. Permitted Exceptions. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey title to the Property to Buyer subject only to the following permitted exceptions ("Permitted Exceptions"):

- (a) a lien to secure payment of real estate taxes, not delinquent;
- (b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code ("Code"), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the Close of Escrow;
- (c) matters created by or with the written consent of Buyer; and
- (d) exceptions which are disclosed by the Title Commitment described in Section 5.2 hereof and which are approved or deemed approved by Buyer in accordance with Section 5.2.

5.2. Title Documents. Seller, at Seller's expense, shall cause the Title Company to deliver the following documents ("Title Documents") to Buyer within twenty (20)

days after the Opening of Escrow: (a) an Owner's title commitment for title insurance ("Title Commitment") dated on or after the date of this Agreement issued by the Title Company with respect to the Property; and (b) legible copies of all documents, whether recorded or unrecorded, referred to in the Title Commitment. On or prior to the expiration of the Contingency Period, Buyer shall give Seller and the Title Company written notice ("Buyer's Title Notice") of Buyer's approval or disapproval of the legal description and any matters shown in the Title Documents. The failure of Buyer to give Buyer's Title Notice on or before the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval of the legal description and all Title Documents. Seller shall use reasonable efforts to provide for the removal of any disapproved matters within thirty (30) days after Seller's receipt of Buyer's Title Notice, and, if successful, shall promptly provide Buyer with satisfactory evidence of the removal. If the disapproved matters have not been removed within thirty (30) days after Seller's receipt of Buyer's Title Notice or provision has not been made for their removal at the Close of Escrow, Buyer may at its option: (i) close the purchase of the Property and take title subject to the disapproved matters which have not been removed; (ii) cure or remove the disapproved matters which have not been removed or provide for the removal of the disapproved matters at the Closing and close the purchase of the Property; or (iii) terminate this Agreement and Buyer's obligations to Seller hereunder, in which event Buyer shall be entitled to return of the Deposit, plus any interest accrued thereon, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate. Notwithstanding any such termination by Buyer, Buyer reserves the right, which it may have against Seller as a result of any breach by Seller of its obligations under this Agreement, to damages not to exceed Ten Thousand Dollars (\$10,000) as more specifically set forth in Section 11.1 below.

5.3. Monetary Liens. At its expense, Seller shall remove as liens on the Property at or prior to the Close of Escrow: (i) all delinquent real estate taxes and interest and penalties thereon; (ii) all bonds and special assessments affecting the Property, except the Placer County Water Agency assessment (the "PCWA Assessment"), whether or not delinquent, and any interest and penalties thereon, including any prepayment penalties; (iii) all other monetary liens, except the PCWA Assessment and any other lien caused by Buyer, including without limitation all those shown on the Title Commitment (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith); and (iv) any matter which would constitute a breach by Seller of its representations in Section 9.1 hereof. Mechanics' and similar liens remaining at the Close of Escrow, except any liens caused by Buyer, shall be removed by payment, bonding or endorsement in a manner acceptable to Buyer at the expense of Seller.

5.4. Title Policy. At the Close of Escrow, Seller shall cause the Title Company to issue, at Buyer's option, either an ALTA or CLTA title insurance policy, together with endorsements reasonably requested by Buyer (the "Title Policy"), in the amount of the Purchase Price showing title to the Property vested in Buyer ~~or its assignee~~, subject only to the Permitted Exceptions. As set forth in Section 8.3 below, the cost and expense of the Title Policy attributable to CLTA coverage shall be paid by Seller and the amount attributable to ALTA coverage shall be paid by Buyer.


FAC

6. Condition of Property.

6.1. Due Diligence Material; Inspection and Access. Within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer, at Seller's sole cost and expense, for Buyer's review and approval, the documents and materials respecting the Property set forth in Exhibit C ("Due Diligence Material"). Seller shall provide written notice to Buyer specifying the date upon which Seller claims it has delivered all Due Diligence Material to Buyer. For a period of ninety (90) days following Buyer's receipt of the last of the Due Diligence Material from Seller ("Contingency Period"), Buyer shall have the right to (i) review the Due Diligence Material; (ii) obtain and review environmental reports relating to the Property, including, without limitation, with respect to the condition of soils and subsurfaces, particularly with respect to the presence or absence of hazardous substances or materials, (iii) to make or have made such inspections, investigations, tests and studies, including, without limitation, investigations with regard to environmental conditions (including, but not limited to, a Phase II environmental investigation), zoning, building codes and other governmental regulations, engineering tests, feasibility studies and soils, seismic and geologic reports) with respect to the Property as Buyer may elect to make or obtain for Buyer's review, and (iv) to conduct an analysis of the feasibility and suitability of the Property for development for Buyer's intended use. The cost of any such reports, inspections, tests and studies shall be borne by Buyer. During the term of the Escrow, Buyer and Buyer's employees, representatives, agents and consultants shall have the right, at reasonable times and upon reasonable notice to Seller to enter upon the Property, at Buyer's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to examine all books, records and files of Seller relating to the Property and the right to make such inspections, investigations and tests as described above. Seller agrees to make all such books, records and files available to Buyer and Buyer's employees, attorneys, accountants and other representatives at any time during business hours upon reasonable notice from Buyer. From and after the execution of this Agreement, Buyer and Buyer's employees, representatives, agents and consultants shall be entitled to communicate directly with any and all governmental and quasi-governmental bodies and agencies having jurisdiction over the Property in connection with Buyer's proposed purchase, development or operation of the Property, and Seller shall cooperate with Buyer in regard to such communications or the processing of documents related thereto, at no cost to Seller. The exercise by Buyer of any of the preceding or any other act of Buyer shall not negate any representation, warranty or covenant of Seller or modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of Seller's representations, warranties or covenants under this Agreement, as limited by Section 11.1 below. Buyer hereby indemnifies Seller from any and all liabilities and losses caused by any act or omission constituting negligence or willful misconduct associated with the entry on the Property by Buyer or its employees, agents, or representatives.

6.2. Approval of Condition of the Property. Prior to the expiration of the Contingency Period, Buyer shall provide Seller with written notice that either (i) Buyer has approved its review of the Property and the matters set forth in Section 6.1 above and elects to continue under this Agreement, or (ii) Buyer has disapproved its review of the Property and the matters set forth in Section 6.1 in its sole and absolute discretion and elects to terminate this Agreement, in which case the Deposit, plus any interest accrued thereon, shall be returned to Buyer immediately and without further instruction to Escrow Holder, and Buyer shall have no

further obligations to purchase the Property. Buyer's failure within the Contingency Period to deliver notice of its election shall be deemed to be Buyer's election under clause (ii) above.

7. Conditions to Close of Escrow.

7.1. Buyer's Conditions. The Close of Escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the Closing Date, or such earlier date as is designated below for the satisfaction of such conditions:

(a) Title. The Title Company shall be irrevocably committed to issue the Title Policy subject only to the Permitted Exceptions.

(b) Approval of the Condition of the Property. Buyer shall have approved the results of its investigation of the Property as provided by Section 6.2 hereof.

(c) Seller's Obligations. Seller shall have duly performed all of the obligations required by the terms of this Agreement to be performed by Seller.

(d) Seller's Representations. All representations and warranties of Seller set forth in Section 9.1 or elsewhere in this Agreement shall be true and correct as of the Close of Escrow, as if made on such date.

(e) No Material Changes. There shall have been no material adverse changes with respect to the physical or environmental condition of the Property; and there shall be no reassessment, reclassification, rezoning or other statute, law, judicial or administrative decision, proceeding, ordinance or regulation (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental bodies or agencies having jurisdiction over the Property or any public or private utility having jurisdiction over the Property which would adversely affect, in Buyer's reasonable judgment, the acquisition, development, or use of the Property.

7.2. Seller's Conditions. The Close of Escrow and Seller's obligations to sell the Property are subject to the satisfaction of the following conditions for Seller's benefit:

(a) Buyer's Obligations. At the Closing Date, Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and

(b) Buyer's Representations. All representations and warranties of Buyer set forth in Section 9.2 or elsewhere in this Agreement shall be true and correct as of the Close of Escrow.

7.3. Termination of Agreement.

(a) Failure of Buyer's Conditions. If any one or more of the conditions to Buyer's obligations, as set forth in Section 7.1 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Buyer may

elect, by written notice to Seller, to terminate this Agreement and the Escrow, in which event Buyer shall be entitled to return of the Deposit, plus interest accrued thereon, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate. Nothing in this paragraph shall be construed to limit Buyer's rights to obtain damages of Ten Thousand Dollars (\$10,000) under Section 11.1 in the event of a default by Seller.

(b) Failure of Seller's Conditions. If any one or more of the conditions to Seller's obligations, as set forth in Section 7.2 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Seller may elect, by written notice to Buyer, to terminate this Agreement and the Escrow, in which event Buyer shall be entitled to return of the Deposit, plus interest accrued thereon, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate. Nothing in this paragraph shall be construed to limit Seller's rights to retain Buyer's deposit under Section 11.2 in the event of a default by Buyer.

8. Close of Escrow.

8.1. Deposits by Seller. At least one (1) business day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with the Title Company the following documents and instruments:

(a) Grant Deed. The Grant Deed, duly executed by Seller, acknowledged and in recordable form.

(b) Seller's Affidavits. Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"). If Seller shall fail to submit the Affidavits, the Title Company shall deduct from amounts due to Seller any amounts required to be withheld under federal or state law and shall report and remit any such amounts so withheld to the Internal Revenue Service or the California Franchise Tax Board with such forms and at such times as shall be required by applicable statute or regulation.

8.2. Deposits by Buyer. Buyer shall deposit or cause to be deposited with the Title Company the funds which are to be applied towards the payment of the Purchase Price in the amounts and at the times designated in Sections 2 and 3 above (reduced by the prorations and credits provided for in this Agreement).

8.3. Costs and Expenses. The cost and expense of the Title Policy attributable to CLTA coverage shall be paid by Seller and the amount attributable to ALTA coverage shall be paid by Buyer. The escrow fee of the Title Company shall be shared equally by Seller and Buyer. Seller shall pay any prepayment penalties and other costs and expenses associated with the removal of any monetary liens affecting the Property as of the Closing Date (and the release of all mortgages, deeds of trusts, liens, security interests and financing statements related thereto) and the brokerage commission set forth in Section 14 below. All documentary transfer taxes payable in connection with the recordation of the Grant Deed shall be charged to the Buyer or Seller in accordance with local custom. The amount of such transfer taxes shall not be posted on the Grant Deed but shall be supplied by separate affidavit. Buyer and Seller shall pay,

respectively, the Title Company's customary charges to buyers and sellers for recording and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of the Title Company's fees and charges. If, as a result of the fault of Buyer or Seller, Escrow fails to close, the responsible party shall pay all of the Title Company's fees and charges.

8.4. Prorations.

(a) Taxes, Assessments and Other Amounts. Seller and Buyer shall prorate between them, as of the Closing Date, through Escrow, all real property taxes, the PCWA Assessment and rents with respect to the Property; provided, however, the outstanding amount of all bonds and special assessments affecting the Property as of the Closing Date (except for the PWCA Assessment), together with any interest and penalties thereon, shall be paid by Seller upon the Close of Escrow. Prorations of real property taxes with respect to the Property shall be based upon the latest available tax information such that Seller shall be responsible for all such taxes levied against the Property to and including the day prior to the Close of Escrow and Buyer shall be responsible for all real property taxes and special assessments levied against the Property from and after the Close of Escrow.

(b) Tentative Prorations Schedule. Not less than five (5) business days prior to the Closing Date, Seller shall instruct the Title Company to submit to Buyer and Seller for approval a tentative prorations schedule showing the amounts of the prorations proposed for real property taxes, the PCWA Assessment and rents. The parties shall agree on a final prorations schedule prior to the Close of Escrow and shall provide written notice of approval of the final prorations schedule to the Escrow Holder (the "Final Prorations Schedule"). Based on the Final Prorations Schedule, Escrow Holder shall prepare and deliver to each party at the Close of Escrow a closing statement containing a summary of all funds, expenses and prorations collected and disbursed through Escrow.

8.5. Disbursements and Other Actions by the Title Company. After all of the conditions precedent set forth in Sections 7.1 and 7.2 have been satisfied or waived, and all deposits have been made by Seller and Buyer in accordance with Sections 8.1 and 8.2, respectively, the parties shall instruct the Title Company to perform all of the following in the manner indicated:

(a) Funds. Promptly upon the Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price and Buyer's expenses as follows:

(i) Deduct all items chargeable to the account of Buyer or Seller pursuant to Section 8.3 hereof.

(ii) Prorate all matters referenced in Section 8.4 based upon the Final Prorations Schedule, and if amounts are to be charged to the account of Buyer or Seller, deduct the total amount of such charges.

(iii) Disburse the remaining balance of the Purchase Price to Seller.

(iv) Disburse the remaining balance, if any, of such funds to Buyer.

(b) Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct to be recorded in the Official Records of Placer County, California.

(c) Title Policy. Issue the Title Policy to Buyer.

8.6. Possession of Property. Seller shall deliver possession of the Property to Buyer upon Close of Escrow.

9. Representations and Warranties.

9.1. Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller hereby represents and warrants to Buyer the matters set forth below, each of which is material and is being relied upon by Buyer, and states that these representations are true as of the date hereof and shall be true as of the Close of Escrow. Given Buyer's possession of portions of the Property since January 1, 1967, under no circumstances shall Seller be required to disclose, or liable for any representation or warranty, if the matter involved was either caused by Buyer or known by Buyer at the time of closing. Whenever in this Agreement a representations is limited to the "knowledge" of Seller, the parties intend that the representation is based on the knowledge of Seller.

(a) Authority. Seller has full right, power and authority to enter into this Agreement and to sell the Property to Buyer. This Agreement has been duly and validly authorized, executed and delivered by Seller, and each of the persons signing this Agreement on behalf of Seller is authorized to do so. All the documents executed by Seller will be duly authorized, executed and delivered by Seller.

(b) Other Agreements; Third Party Consents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound. No default under any instrument constituting or creating any lien, encumbrance, liability, claim, right, demand, easement, covenant, condition, option or restriction of any kind against the Property or any part thereof, is presently existing under any such instrument, and no event has occurred which, with notice or lapse of time or both, would constitute any such default. No consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated by this Agreement.

(c) Copies of Agreements; No Untrue Statement. True, correct and complete copies of all leases, contracts, license agreements, easement agreements and any other written agreement pertaining to the Property, or any part thereof, have been delivered by Seller to Buyer pursuant to Section 6.1. Except as approved in writing by Buyer, there will be no agreements (oral or written) regarding the Property that will be binding upon Buyer after Close of Escrow. No representation, warranty or statement of Seller in this Agreement or in any

document, certificate, schedule or exhibit furnished to or to be furnished to Buyer pursuant to the terms of this Agreement, or in connection with the transactions contemplated hereunder, contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements of facts contained therein not misleading.

(d) Title; Access. As of the close of escrow, Seller has good and marketable title to the Property free and clear of all options, rights of first refusal, leases (except the Lease), license to use or occupy, profits, encroachments, liens, security interests, covenants, conditions, restrictions, rights-of-way, easements and encumbrances of any kind or character whatsoever, except the Permitted Exceptions and any matter caused by Buyer. The Property has access to and from public streets and to the best of Seller's knowledge, there are no proceedings pending or threatened which would impair or curtail such access.

(e) Taxes. Seller has no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assessments respecting the Property. Except as disclosed in tax bills delivered to Buyer, the Title Commitment or otherwise disclosed in writing to Buyer, there are no improvement district or other assessments, special or otherwise, burdening the Property, whether or not a lien thereon; nor has Seller received notice of the establishment of any such district or assessment.

(f) Litigation; Eminent Domain. There is no pending litigation or, to the best of Seller's knowledge, threatened litigation which does or would affect the Property or Seller's ability to fulfill all of its obligations under this Agreement, and Seller has no knowledge of any action or inaction which may result in such litigation. There are no outstanding claims on Seller's insurance policies relating to the Property. There are no pending proceedings in eminent domain or otherwise which would affect the Property, or any portion thereof, and to the best of Seller's knowledge, no such proceedings are threatened.

(g) Seismic Disclosure. The property is not situated within (i) an Earthquake Fault Zone as so designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621 et seq. of the California Public Resources Code; and/or (ii) a Seismic Hazards Zone as so designated under the Seismic Hazards Mapping Act, Sections 2690, et seq. of the California Public Resources Code. In addition, to the best of Seller's knowledge, there is no adverse geological or soil condition affecting the Property.

(h) Flood Plain. The Property is not located in a flood hazard area as set forth on a Federal Emergency Management Agency Flood Insurance Rate Map or Floor Hazard Boundary Map, and no fees, connection charges or assessments are due or pending for the installation or operation of any drainage, water run off or dry well facilities related thereto.

(i) Storage Tanks. Seller has not installed, used, or removed any underground storage tanks in, on, under or about the Property, and to the best of Seller's knowledge, no underground storage tanks have, at any time, been installed, used or removed in, on, under, or about the Property.

(j) Wells. Seller has not drilled any water, gas or oil wells on or in the Property, and to the best of Seller's knowledge, there are not now and will not be on the Closing Date any existing or abandoned wells on or in the Property.

(k) Wetlands. No portion of the Property is located in a wetland or area of similar characterization that may give rise to a violation of any requirement of the United States Army Corps of Engineers or any Legal Requirements relating to wetlands or that may impair or prevent the present use and occupancy of the Property.

(l) Compliance with Laws. The Property in its existing condition and the operations of Seller thereon are not (and will not be, solely with notice or the passage of time or both) in violation of any existing federal, state or local law, ordinance, rule, regulation or order, licenses, permits or other governmental approvals ("Legal Requirements") relating to the Property. Seller has complied with, and has received no notice of a claim of non-compliance with, any Legal Requirements relating to the Property. To the best of Seller's knowledge, no governmental authority or any employee or agent thereof considers the Property to be in violation of any Legal Requirements, and no investigation has been commenced or is contemplated respecting any possible violation. To the best of Seller's knowledge, there are no proposed or anticipated changes to any Legal Requirements which would materially adversely affect the value of the Property.

(m) Hazardous Waste. Neither Seller, nor to the best of Seller's knowledge, any previous owner, tenant, occupant or user of the Property, nor any other person, has engaged in or permitted any activities upon, or any use or occupancy of the Property or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any hazardous substance or material (whether legal or illegal, accidental or intentional), on, under, in or about the Property. All of the foregoing representations and warranties in this paragraph will not apply to any matter caused by Buyer or known to Buyer as of the close of escrow. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to environmental matters and Seller agrees that Buyer may make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions.

9.2. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller:

(a) Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and each of the persons signing this Agreement on behalf of Buyer is authorized to do so. All the documents executed by Buyer will be duly authorized, executed and delivered by Buyer.

(b) Other Agreements; Third Party Consents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will

not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Buyer is a party or by which Buyer is bound. No consents or waivers of or by any third party are necessary to permit the consummation by Buyer of the transactions contemplated by this Agreement.

10. Covenants.

10.1. Covenants of Seller. Seller hereby covenants and agrees with Buyer as follows:

(a) Operation of the Property Prior to Close of Escrow. During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall operate and maintain the Property in the normal and ordinary course, and in accordance with all Legal Requirements.

(b) Insurance. Seller shall maintain in full force and effect until the Close of Escrow, and shall pay all premiums for, the insurance policies currently covering the Property.

(c) Change in Representations. Seller shall promptly notify Buyer of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate.

(d) Governmental Notices. Seller shall deliver to Buyer each and every notice or communication Seller receives from any governmental body relating to the Property promptly after Seller's receipt of the same.

(e) Future Action. From and after the date hereof, without the prior written consent of Buyer, Seller shall not take any action which may result in an alteration of the condition of title as approved by Buyer.

10.2. Covenants of Buyer. Following the Opening of Escrow, Buyer shall use commercially reasonable diligence to obtain the Planning Department Letter Buyer deems desirable in connection with its proposed development of the Property.

11. Liquidated Damages; Legal and Equitable Enforcement of this Agreement.

11.1. DEFAULT BY SELLER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR BY REASON OF ANY BREACH OR DEFAULT BY SELLER UNDER THIS AGREEMENT, BUYER SHALL BE ENTITLED TO RETURN OF THE DEPOSIT, AND ALL ACCRUED INTEREST THEREON, AND THE RIGHT TO PURSUE DAMAGES AS SET FORTH IN THIS PARAGRAPH. IN THE EVENT OF ANY BREACH OR DEFAULT BY SELLER, INCLUDING A BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES MADE UNDER ARTICLE 9 ABOVE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH BUYER MAY SUFFER. IN ADDITION, SELLER WISHES TO LIMIT ITS LIABILITY IN THE EVENT OF ITS BREACH OF THIS AGREEMENT, AND BUYER HAS AGREED TO A LIMITATION. THEREFORE, BUYER AND SELLER

HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT BUYER WOULD SUFFER IN THE EVENT SELLER DEFAULTS AND FAILS TO COMPLETE THE SALE OF THE PROPERTY, OR SHOULD SELLER BREACH ITS REPRESENTATIONS AND WARRANTIES, IS AND SHALL BE, AS BUYER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO TEN THOUSAND DOLLARS (\$10,000). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY SELLER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY BUYER. UPON DEFAULT BY SELLER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF BUYER TO COLLECT SUCH LIQUIDATED DAMAGES FROM SELLER.

Seller: Chittenden and Chittenden

By: Robert W. Chittenden

Buyer: Pacific Gas and Electric Company

By: Linda E. Chinn
Vice President General Services

11.2. DEFAULT BY BUYER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR BY REASON OF ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. IN ADDITION, BUYER WISHES TO LIMIT ITS LIABILITY IN THE EVENT OF ITS BREACH OF THIS AGREEMENT AND FAILURE TO PURCHASE THE PROPERTY, AND SELLER HAS AGREED TO A LIMITATION. THEREFORE, BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT SELLER WOULD SUFFER IN THE EVENT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO THE DEPOSIT AND ANY EXTENSION DEPOSIT(S) (AND ANY ACCRUED INTEREST THEREON). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND THE TITLE COMPANY.

Seller: Chittenden and Chittenden

By: Robert W. Chittenden

Buyer: Pacific Gas and Electric Company

By: Linda E. Chinn
Vice President General Services

12. Damage or Condemnation Prior to Close of Escrow. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property, Buyer may, at its option, elect by written notice delivered to

Seller within thirty (30) days after such damage, taking or threat, either to: (i) terminate this Agreement, in which event the Deposit plus accrued interest thereon, shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue this Agreement in effect, in which event (a) in the case of a casualty to the Property, Seller shall assign to Buyer at the Close of Escrow its right to recover under any insurance policies covering such damage and shall pay Buyer at the Close of Escrow the amount of the deductible, if any, provided by such policies; and (b) in the case of a threatened or actual taking, Seller shall assign to Buyer, at the Close of Escrow, Seller's entire right, title and interest in the proceeds thereof.

13. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

To Buyer: Richard G. Echols
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

With a copy to: Sharon Silverman, Esq.
Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, CA 94120

To Seller: Chittenden and Chittenden
1775 Old Auburn Road
Auburn, CA 95602
Attention: Robert Chittenden

with a copy to: Mr. Steven Fanelli
Bishop Powers, Inc.
11290 Point East Drive, Suite 200
Rancho Cordova, CA 95742

Notice of change of address shall be given by written notice in the manner detailed in this Section 13. The date of any notice or communication shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

14. Brokers.

14.1. Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction other than Bishop Powers, Inc., ("Seller's Broker"), and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and

costs) with respect to any such additional finder, broker or salesperson. Seller shall pay any commissions owed to Seller's Broker pursuant to a separate agreement. The representations, warranties and covenants of Seller contained in this Section 14.1 shall survive the Close of Escrow and the recordation of the Grant Deed.

14.2. Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 14.2 shall survive the Close of Escrow and the recordation of the Grant Deed.

15. Assignment. This Agreement may not be assigned by either Buyer or Seller.

16. WAIVER OF JURY TRIAL; VENUE. SELLER AND BUYER EACH HEREBY WAIVE TRIAL BY JURY IN 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. SELLER AND BUYER ALSO AGREE THAT THE VENUE OF ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE IN THE COUNTY OF PLACER, CALIFORNIA. THE COVENANTS OF BUYER CONTAINED IN THIS SECTION 17 SHALL SURVIVE THE CLOSE OF ESCROW AND THE RECORDATION OF THE GRANT DEED.

Seller: Chittenden and Chittenden

Buyer: Pacific Gas and Electric Company

By: Robert A. Chittenden

By: Linda E. Chinn
Vice President, General Services

17. Acknowledgement of Tax-Deferred Exchange. Buyer acknowledges that Seller intends to affect a tax-deferred exchange under Section 1031 of the Internal Revenue Code (the "Exchange"), and Buyer agrees to cooperate with the Exchange only to the extent that the Exchange does not delay the Close of Escrow nor cause Buyer any expense.

18. Miscellaneous.

18.1. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

18.2. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated.

18.3. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

18.4. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

18.5. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

18.6. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

18.7. Applicable Law. This Agreement shall be governed by and construed in accordance with California law.

18.8. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

18.9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs and successors.

18.10. Memorandum of Purchase Agreement. Concurrently with the execution and delivery of this Agreement into Escrow, Buyer and Seller shall execute and deliver into Escrow, in recordable form, a Memorandum of Purchase Agreement in the form attached hereto as Exhibit D, together with instructions to the Title Company to record the same in the Official Records of Placer County, California, and Buyer shall execute and deliver into Escrow, in recordable form, a Quitclaim Deed in the form attached as Exhibit E, together with instructions to the Title Company to record the same in the Official Records of Placer County, California should this Agreement be terminated.

18.11. Confidentiality. Neither party shall disclose the existence of this Agreement, the identity of the parties, or the terms hereof to any third party without the prior written consent of the other party, except that either party may disclose the same to its legal counsel and consultants, provided that such individuals agree to keep such information confidential, and except that Buyer may disclose such information to the planning department or other governmental agencies contacted in connection with Buyer's due diligence.

18.12. Construction. The language of this Agreement shall be construed as a whole and in accordance with its fair meaning and not strictly for or against either party.

18.13. Severability. If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent.

18.14. Exhibits and Schedules. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit A - Legal Description of the Land

Exhibit B - Grant Deed

Exhibit C - Due Diligence Material

Exhibit D - Memorandum of Purchase Agreement

Exhibit E - Quitclaim Deed

18.15. Entire Agreement. This Agreement and the Exhibits attached hereto supersede any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended except by a writing executed by both Buyer and Seller.

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

"Seller"

CHITTENDEN AND CHITTENDEN, a
California partnership

By: Robert N Chittenden

Its: General Partner

By: _____

Its: _____

"Buyer"

PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation.

By: Linda E. Chinn
Linda E. Chinn
Its: Vice President, General Services

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO

[INSERT NAME OF PG&E REPRESENTATIVE]
PACIFIC GAS AND ELECTRIC COMPANY
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

MAIL TAX STATEMENTS TO

Same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is not shown pursuant to
Section 11932 of the Revenue and Taxation Code, as amended

APN: _____

City of Auburn

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANTS to PACIFIC GAS AND ELECTRIC COMPANY, a California
Corporation, the following described real property in the City of Auburn,
County of Placer, State of California

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Date: _____

a _____

By: _____

Its: _____

By: _____

Its: _____

STATE OF CALIFORNIA
COUNTY OF _____ } ss.

On _____ before me, the undersigned, a
Notary Public in and for said State, personally appeared,
_____ personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature

EXHIBIT C

DUE DILIGENCE MATERIAL

1. Licenses. Any and all licenses, permits and agreements affecting or relating to the ownership, subdivision, possession or development of the Land in the possession or control of Seller, its agents or representatives.

2. Agreements. Copies of any and all existing contracts or agreements relating to the operation, maintenance, service, repair, development, improvement, management or ownership of the Property, or any portion thereof.

3. Leases. Copies of any leases or other use or occupancy agreements affecting the Property, or any portion thereof.

4. Utility Bills. Copies of any bills for public or private utility services to the Property or any portion thereof for the last twelve (12) months.

5. Insurance Policies. Copies of all liability and other insurance policies currently in effect for the Property.

6. Taxes and Bonds. All property tax statements pertaining to the Property for the last three (3) tax fiscal years. A schedule reflecting all bonds and other assessments against the Property, the amount of each such assessment and the payment schedules therefor.

7. Surveys and Maps. Copies of the most recent survey(s), if any, pertaining to the Property or any portion thereof, and any and all tentative, parcel and/or final maps, development plans, site plans, building permits, certificates of occupancy, specifications or any other governmentally approved or processed documents relating to the subdivision or development of the Property.

8. Reports and Studies. Any and all reports, investigations, studies or other documents or written information pertaining to the Property, including without limitation, any and all soils reports, engineering data and other data or studies pertaining to the Property or any portion thereof.

9. Governmental Correspondence. Copies of all applications and correspondence or other written communications to or from any governmental entity, department or agency regarding any permit, approval, consent or authorization with respect to the development of the Property, together with copies of notices of violations of any code, law, ordinance, rule or regulation received by Seller, whether or not such violations have been cured.

10. Historical Information. Any and all information relative to prior owners of the Property and prior uses to which the Property has been put, including, without limitation, any agreements, covenants, representations or warranties by any prior owners of the Property relative to the condition of the Property or the generation, manufacture, transportation, treatment, storage, handling, disposal, removal or clean-up of any hazardous substances or materials.

11. Authority. Evidence of Seller's authority to enter into this Agreement and to close the transaction contemplated in the Agreement.

EXHIBIT D

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

[INSERT NAME OF PG&E REPRESENTATIVE]
PACIFIC GAS AND ELECTRIC COMPANY
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

By this Memorandum of Purchase and Sale Agreement ("Memorandum"), CHITTENDEN AND CHITTENDEN, a California partnership ("Seller") grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Buyer") the right to purchase certain real property ("Land") more particularly described in attached Exhibit A, incorporated in this Memorandum, together with all rights, easements, licenses, permits, benefits, improvements, betterments, accretions and interests appurtenant thereto (collectively, the "Property Interests"). The Land and the Property Interests are collectively referred to as the "Property."

1. Price and Terms. The price and other terms of the purchase and sale are set forth in the Purchase and Sale Agreement ("Purchase Agreement") dated as of October __, 2003 executed between Seller and Buyer, which is incorporated by reference in its entirety in this Memorandum. The parties have executed and recorded this Memorandum to give notice of the Purchase Agreement and the respective rights and obligations of Buyer and Seller. In the event of any inconsistency between this Memorandum and the Purchase Agreement, the Purchase Agreement shall control.

2. Close of Escrow. Sale of the Property to Buyer is scheduled to close on January 15, 2004 ("Closing Date"), unless the Purchase Agreement is terminated sooner in accordance with its provisions.

3. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Seller and Buyer have signed this Memorandum as of
October ____, 2003.

"Seller"

CHITTENDEN AND CHITTENDEN, a
California partnership

By: _____

Its: _____

By: _____

Its: _____

"Buyer"

PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By: _____

Its: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

Signature (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

Signature (Seal)

EXHIBIT E
QUITCLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Chittenden and Chittenden
1775 Old Auburn Road
Auburn, CA 95603
Attention: Robert Chittenden

(Space above this line reserved for Recorder's use only)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E") hereby RELEASES, REMISES AND QUITCLAIMS to CHITTENDEN AND CHITTENDEN, a California partnership, any and all right, title and interest PG&E may have in and to the property described in that certain Memorandum of Purchase and Sale Agreement recorded on _____, 2003, as Document No. _____ in the Recorder's Office for the County of Placer, in regard to the real property described in Exhibit A.

Executed as of this ____ day of _____, 2003.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

STATE OF CALIFORNIA

)

)

ss.

CITY AND COUNTY OF SAN FRANCISCO

)

On _____, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument they, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal in my office in said county and state.

(Signature)

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

TABLE OF CONTENTS

	<u>Page</u>
1. Purchase and Sale	1
2. Calculation of Purchase Price	1
2.1. Purchase Price	1
3. Payment of Purchase Price	1
3.1. Deposit	1
3.2. Closing Funds	2
4. Escrow	2
4.1. Opening of Escrow	2
4.2. Close of Escrow	2
5. Condition of Title	2
5.1. Permitted Exceptions	2
5.2. Title Documents	2
5.3. Monetary Liens	3
5.4. Title Policy	3
6. Condition of Property	4
6.1. Due Diligence Material; Inspection and Access	4
6.2. Approval of Condition of the Property	4
7. Conditions to Close of Escrow	5
7.1. Buyer's Conditions	5
7.2. Seller's Conditions	5
7.3. Termination of Agreement	5
8. Close of Escrow	6
8.1. Deposits by Seller	6
8.2. Deposits by Buyer	6
8.3. Costs and Expenses	6
8.4. Prorations	7
8.5. Disbursements and Other Actions by the Title Company	7
8.6. Possession of Property	8
9. Representations and Warranties	8
9.1. Seller's Representations and Warranties	8
9.2. Buyer's Representations and Warranties	10
10. Covenants	11
10.1. Covenants of Seller	11
10.2. Covenants of Buyer	11
11. Liquidated Damages; Legal and Equitable Enforcement of this Agreement	11
11.1. DEFAULT BY SELLER	11
11.2. DEFAULT BY BUYER	12
12. Damage or Condemnation Prior to Close of Escrow	12
13. Notices	13
14. Brokers	13
14.1. Seller	13
14.2. Buyer	14
15. Legal Fees	14

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
16. Assignment	14
17. WAIVER OF JURY TRIAL; VENUE	14
18. Acknowledgement of Tax-Deferred Exchange	14
19. Miscellaneous	15
19.1. Survival of Covenants	15
19.2. Required Actions of Buyer and Seller	15
19.3. Counterparts	15
19.4. Captions	15
19.5. No Obligations to Third Parties	15
19.6. Waiver	15
19.7. Applicable Law	15
19.8. Fees and Other Expenses	15
19.9. Successors	15
19.10. Memorandum of Purchase Agreement	15
19.11. Confidentiality	15
19.12. Construction	16
19.13. Severability	16
19.14. Exhibits and Schedules	16
19.15. Entire Agreement	16

Exhibit A - Legal Description of the Land

Exhibit B - Grant Deed

Exhibit C - Due Diligence Material

Exhibit D - Memorandum of Purchase Agreement

Exhibit E - Quitclaim Deed

18.15. Entire Agreement. This Agreement and the Exhibits attached hereto supersede any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended except by a writing executed by both Buyer and Seller.

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

"Seller"

CHITTENDEN AND CHITTENDEN, a
California partnership

By: _____

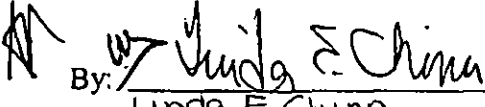
Its: _____

By: _____

Its: _____

"Buyer"

PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By:  _____
Linda E. Chinn

Its: Vice President-General Services

APPROVED AS TO FORM


Attorney



~~2112-08-3502~~
2112-08-3488

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Area 6
Sacramento
SAP 609 5323
~~off 2112-08-3488~~

First American Title Insurance Company

BY

Gary L. Kenneth

PRESIDENT

ATTEST

Mark A. Anderson

SECRETARY

654493



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered,

assumed or agreed to by the insured claimant;

- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any such successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land;

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule (A), and Improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired

insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person of the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss

SCHEDULE C

LEGAL DESCRIPTION

All that certain real property situate in the City of Auburn, County of Placer, State of California, described as follows:

PARCEL ONE:

Parcel "B" of Parcel Map, as said Parcel is shown and delineated on that certain Parcel Map recorded March 18, 1977 in Book 9 of Parcel Maps at Page 150, Placer County Records.

EXCEPTING THEREFROM all deposits of minerals, including oil and gas, lying below the depth of 500 feet as reserved by the Twentieth District Agricultural Association in two deeds to Robert P. Rothrock, et al., one dated April 5, 1966 and recorded June 3, 1966 in Volume 1114 of Official Records, at Page 255, Placer County Records, and the other dated October 11, 1966 and recorded December 23, 1966 in Volume 1138 of Official Records, at Page 377, Placer County Records.

APN: 004-200-008-510

PARCEL TWO:

Parcel "C" of Parcel Map, as said Parcel is shown and delineated on that certain Parcel Map recorded March 18, 1977 in Book 9 of Parcel Maps at Page 150, Placer County Records.

EXCEPTING THEREFROM all deposits of minerals, including oil and gas, lying below the depth of 500 feet as reserved by the Twentieth District Agricultural Association in the deed to Robert P. Rothrock, et al., dated April 5, 1966 and recorded June 3, 1966 in Volume 1114 of Official Records, at Page 255, Placer County Records.

APN: 004-200-009-510

SCHEDULE B, PART II, CONTINUED

11. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: Placer County Water Agency
For: Water pipeline
Recorded: March 03, 1978 in Book 1947, Page 191, Official Records
Affects: A strip of land 10 feet in width, the Westerly line being more particularly described as follows: Beginning at the Northwest corner of Parcel "B" of Parcel Map filed in Book 9, of Parcel Maps, Page 150 Official Records of Placer County, thence from said point of beginning, South 00 degrees 14 minutes 40 seconds West 120 feet more or less, being the point of ending.

The above item affects: Parcel One:

12. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: Placer County Water Agency
For: Twelve inch diameter water pipeline
Recorded: November 23, 1983 in Book 2643, Page 183, Official Records
Affects: The West 10 feet of Parcel Two and a portion of the West 10 feet of Parcel One.

NOTE: This policy does not reflect requests for notice of default, subsequent transfer of easements, and similar matters not germane to the issuance of this policy of title insurance.

COUNTERSIGNED:

Dated: November 12, 2004 at 11:26 a.m.



Authorized Signatory

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT
ATTEST *Mark D. Anderson* SECRETARY



SCHEDULE B, PART II, CONTINUED

4. The right to use all water needed for the operating of the railroad as reserved in Deed from Central Pacific Railroad recorded March 4, 1984 in Book "OO" of records at Page 43.
5. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,
In Favor Of: B.W. Cassidy
For: An easement to lay, maintain, operate and at any time, remove a pipeline for sewage
Recorded: October 01, 1952 in Book 615, Page 555, Official Records
Affects: The exact location of said easement is not defined.
6. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,
In Favor Of: State of California
For: Roadway
Recorded: December 23, 1966 in Book 1138, Page 378, Official Records
Affects: The South 60 feet of Parcel One.
7. A restrictive covenant recorded March 6, 1972 in Book 1405, at Page 613.
8. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes, shown or dedicated by the map herein referred to:

For: Public Utilities
Affects: West and North 20 feet of Parcel Two and the West and Northwesterly 20 feet of Parcel One
9. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,
In Favor Of: Robert P. Rothbrook, et ux
For: Roadway purposes
Recorded: July 28, 1977 in Book 1867, Page 569, Official Records
Affects: South 12.5 feet of Parcel Two and the Northwesterly 12.5 feet of Parcel One.
10. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,
In Favor Of: Placer County Water Agency
For: Water pipeline
Recorded: March 03, 1978 in Book 1947, Page 191, Official Records
Affects: The East 10 feet of Parcel Two

CLTA OWNER'S POLICY
POLICY NO. 654493

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

PART II

1. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 2004-2005, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) to the Revenue and Taxation Code of the State of California.
3. The property is within the boundaries of the following district and is subject to annual assessments levied by said District.

District: Placer County Water Agency

Water charges, use fees, levy's, stand by charges, etc., may also be due in addition to the annual taxes and assessments; however, Alliance Title Company will not be responsible for reporting nor collecting said charges unless said charges have become a lien on the land pursuant to Sec. 25806 of the California Water Codes, or specific written instructions, stating the amounts to be paid, are provided by the principals in this transaction.

CLTA OWNER'S POLICY

SCHEDULE A

POLICY NO.: 654493
FILE NO.: 12152872-855-MF

AMOUNT OF INSURANCE: \$645,000.00
DATE OF POLICY: November 12, 2004
AT: 11:26 a.m.
PREMIUM AMOUNT: \$1,877.00

1. Name of Insured:

Pacific Gas and Electric Company, a California Corporation

2. The estate or interest in the land covered by this Policy is:

A Fee

3. The estate or interest referred to herein is at Date of Policy vested in:

Pacific Gas and Electric Company, a California Corporation

Subject To:

THE MATTERS SHOWN IN SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

4. The land referred to in this Policy is described as follows:

SEE SCHEDULE "C" ATTACHED HERETO AND MADE A PART HEREOF

This Policy valid only if Schedule B is attached.

which may be limited by the insured mortgagee and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance:** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals thereon, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such

paragraph shall be limited to the amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall in no case exceed the least of:

(i) The Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) The Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the Insured was and

Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(i) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

FIRST AMERICAN



First American Title Insurance Company

**POLICY
OF
TITLE
INSURANCE**



2112-08-1615
B.W. Cassidy and wife
8-22-51, Rec. 8-22-51
Vol. 593 O.R. Pg. 562
5.690 Ac. (computed)

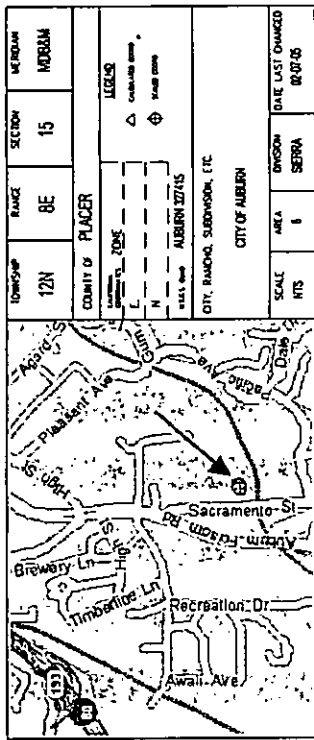
2112-08-1616
C/L 12' Sewer Easement
to City of Auburn
1-25-60, Rec. 3-15-60
Bk. 828 O.R. Pg. 460

2112-08-2010
B.W. Cassidy and wife
3-28-61, Rec. 3-29-62
Vol. 912 O.R. Pg. 697
1.320 Ac.

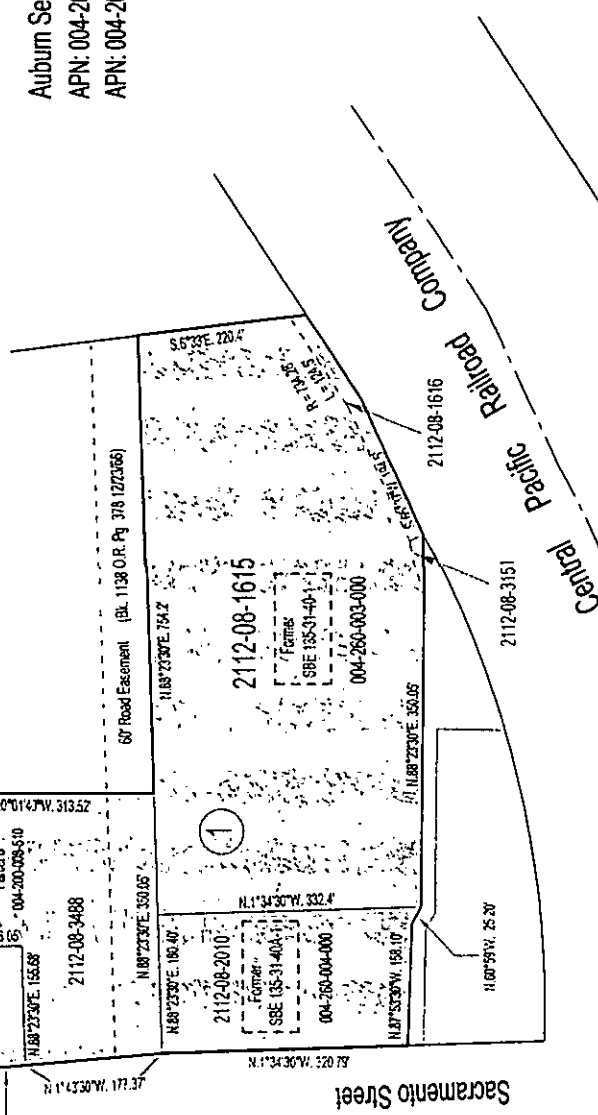
2112-08-3151
C/L 10' Sewer Easement to
Merv Hall Investments, Inc.
8-1-86, Rec. 9-22-86
Bk. 3044 O.R. Pg. 223
For description see deed

2112-08-3488
Chittenden & Chittenden
8-20-04, Rec. 11-12-04
Doc. No. 2004-0151713
2.543 Ac.

(Excepting therefrom all
deposits of minerals,
including oil and gas, lying
below the depth of 500')



Auburn Service Center and Addition
APN: 004-260-003-000 & 004-000
APN: 004-200-008-510 & 009-510



Bearings and Distances taken from Assessor's Parcel
Map Book 004, pages 20 & 26 and Book 9 of Parcel
Maps, page 150

① = 9.553 Ac.

LAND IDENTIFICATION MAP				PACIFIC GAS & ELECTRIC COMPANY	
FEE LANDS		LEASES, GRANTS, EASEMENTS & PERMITS	EASEMENTS	TAX YEAR	2005-06
PARCEL NUMBERS SHOWN IN CIRCLE				1	
S.B.E. MAP NO. 135-31-040B-1					

Attachment 3

SBE Map 135-31-040B-1

2112-08-1615
B.W. Cassidy and wife
8-22-51, Rec. 8-22-51
Vol. 593 O.R. Pg. 562
5.690 Ac. (computed)

2112-08-1616
C/L 12' Sewer Easement
to City of Auburn
1-25-60, Rec. 3-15-60
Bk. 828 O.R. Pg. 460

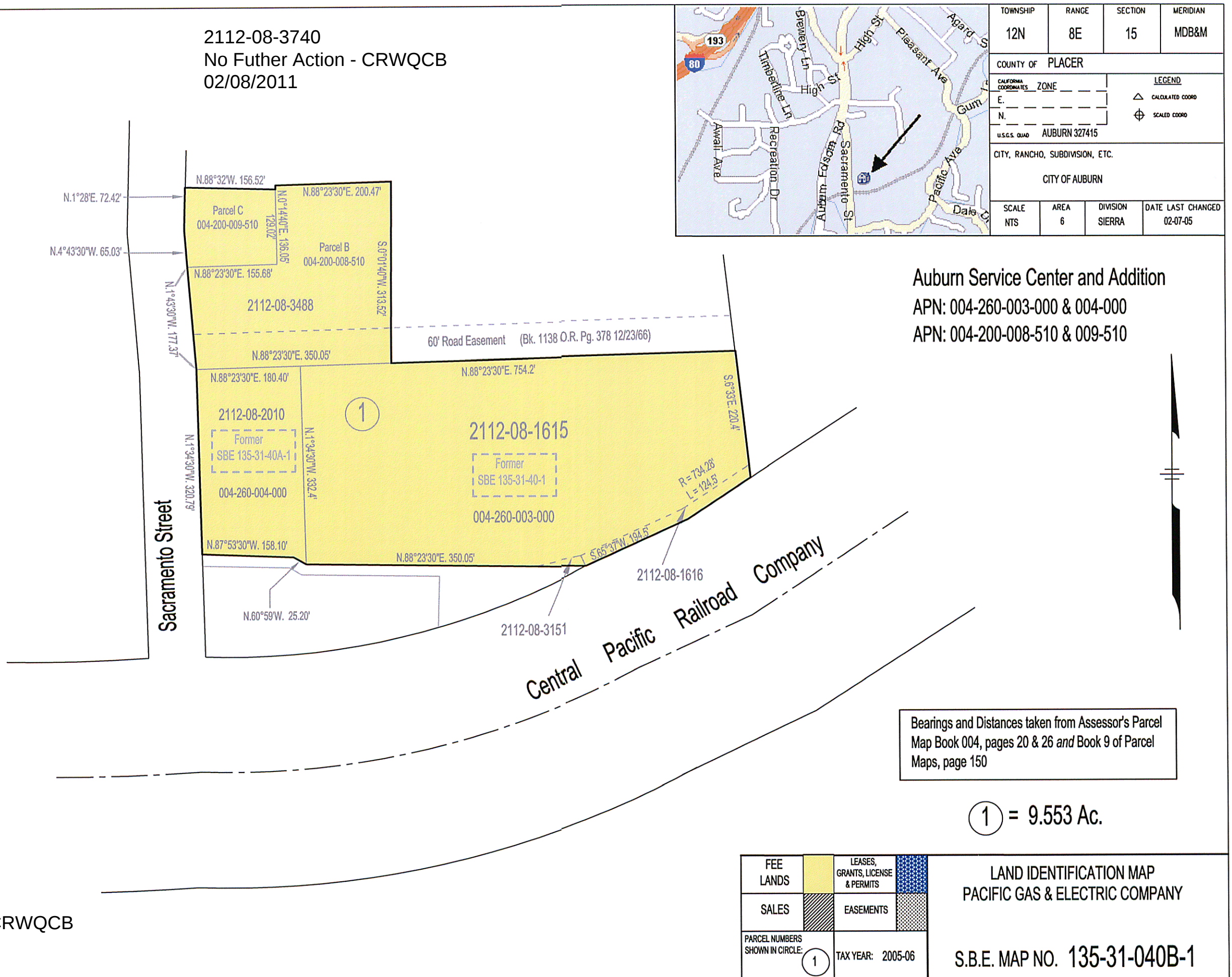
2112-08-2010
B.W. Cassidy and wife
3-28-61, Rec. 3-29-62
Vol. 912 O.R. Pg. 697
1.320 Ac.

2112-08-3151
C/L 10' Sewer Easement to
Merv Hall Investments, Inc.
8-1-86, Rec. 9-22-86
Bk. 3044 O.R. Pg. 223
For description see deed

2112-08-3488
Chittenden & Chittenden
8-20-04, Rec. 11-12-04
Doc. No. 2004-0151713
2.543 Ac.
(Excepting therefrom all
deposits of minerals,
including oil and gas, lying
below the depth of 500')

2112-08-3739
No Futher Action - CRWQCB
01/31/1997

2112-08-3740
No Futher Action - CRWQCB
02/08/2011



Attachment 4

CEQA IS/Mitigated Negative Declaration

DRAFT

**INITIAL STUDY AND
MITIGATED NEGATIVE DECLARATION**

333 and 343 Sacramento Street, Auburn, California
PG&E Auburn Sacramento Street Renovation Project

May 2020

TABLE OF CONTENTS

Section	Page
Introduction	1
Environmental Factors Potentially Affected	7
Determination	8
Project Description	9
I. Aesthetics.....	12
II. Agriculture and Forestry Resources	15
III. Air Quality.....	18
IV. Biological Resources	28
V. Cultural Resources.....	33
VI. Energy	41
VII. Geology and Soils	43
VIII. Greenhouse Gas Emissions	48
IX. Hazards and Hazardous Materials.....	52
X. Hydrology and Water Quality	60
XI. Land Use and Planning	65
XII. Mineral Resources	67
XIII. Noise.....	69
XIV. Population and Housing	77
XV. Public Services	79
XVI. Recreation	81
XVII. Transportation.....	83
XVIII. Tribal Cultural Resources.....	87
XIX. Utilities and Service Systems	90
XX. Wildfire	94
XXI. Mandatory Findings of Significance.....	95
References.....	97

Appendices

Appendix A	Project Plans
Appendix B	Photographic Log
Appendix C	Air Quality and Greenhouse Gas Modeling Data
Appendix D	Biological Resources Survey
Appendix E	Cultural Resources Studies
Appendix F	Noise Modeling Input Parameters and Output Results

Figures

Figure 1	Regional Project Location	3
Figure 2	Project Vicinity	4
Figure 3	General Plan Land Use.....	5
Figure 4	Zoning	6
Figure 5	Noise Monitoring Locations	72

Tables

Table 1	Existing and Proposed Buildings	10
Table 2	National and California Ambient Air Quality Standards	21
Table 3	PCAPCD-Adopted Thresholds of Significance for Criteria Pollutants	22
Table 4	Estimated Construction Emissions ¹	24
Table 5	Previously Recorded Cultural Resources	34
Table 6	Native American Coordination.....	36
Table 7	California Geological Survey Mineral Land Classification System.....	67
Table 8	Summary of Ambient Noise Level Survey Results in the Project Area	71
Table 9	Caltrans' Vibration Threshold Criteria for Building Damage.....	73
Table 10	Caltrans' Vibration Threshold Criteria for Human Response	73
Table 11	Ambient and Project Construction Noise Levels at Closest Sensitive Receptors	74
Table 12	Project Construction Vibration Levels at Closest Sensitive Receptors.....	76

Acronyms

AB	Assembly Bill
amsl	above mean sea level
APE	Area of Potential Effects
API	Area of Potential Impact
BMP	best management practice
C-3	Regional Commercial zoning district
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
Cal EPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Occupational Safety and Health Administration
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Standards Code or California Building Standards Code
CCR	California Code of Regulations
CDC	California Department of Conservation
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CESA	California Endangered Species Act
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CGS	California Geological Survey
CH ₄	methane
CNG	compressed natural gas
CO	carbon monoxide
CO ₂	carbon dioxide
CO ₂ e	CO ₂ -equivalents
CRHR	California Register of Historical Resources
CUPA	certified unified program agency
CVRWQCB	Central Valley Regional Water Quality Control Board
CWA	Clean Water Act
dB	decibel(s)
dBA	A-weighted decibel(s)
DOF	California Department of Finance
DOT	United States Department of Transportation
DTSC	Department of Toxic Substances Control
EDR	Environmental Data Resources, Inc.
EO	Executive Order

EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GHG	greenhouse gas
GWP	global warming potential
HCP	habitat conservation plan
HWCL	Hazardous Waste Control Law
Hz	Hertz
IND	Industrial land use designation
in/sec	inch(es) per second
IS	Initial Study
ITE	Institute of Transportation Engineers
JJ&A	Jacobson James and Associates, Inc.
lbs/day	pounds per day
L _{dn}	Day-Night Noise Level
LED	light-emitting diode
LEED	Leadership in Energy and Environmental Design
L _{eq}	equivalent noise level
L _{eq[h]}	A-weighted equivalent sound level
L _{max}	maximum sound level
L _n	Statistical Descriptor
LNG	liquefied natural gas
M-1	Industrial Park zoning
MBTA	Migratory Bird Treaty Act
MGD	million gallons per day
µg/m ³	micrograms per cubic meter
MLD	Most Likely Descendent
MRZ	Mineral Resource Zone
MS4	Small Municipal Separate Storm Sewer Systems
MT	metric tons
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NCIC	North Central Information Center
N ₂ O	nitrous oxide
NO ₂	nitrogen dioxide
NO _x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
OEHHA	Office of Environmental Health Hazard Assessment

OSHA	Occupational Safety and Health Administration
PCAPCD	Placer County Air Pollution Control District
PCB	polychlorinated biphenyl
PCTPA	Placer County Transportation Agency
PCWA	Placer County Water Agency
PG&E	Pacific Gas and Electric Company
PM	particulate matter
PM _{2.5}	particulate matter equal to or less than 2.5 micrometers in diameter
PM ₁₀	particulate matter equal to or less than 10 micrometers in diameter
ppm	parts per million
PRC	California Public Resources Code
PPV	peak particle velocity
PUHSD	Placer Union High School District
RMS	root mean square
RCRA	Resource Conservation and Recovery Act of 1976
ROG	reactive organic gas
RWQCB	Regional Water Quality Control Board
SACOG	Sacramento Area Council of Governments
SARA	Superfund Amendments and Reauthorization Act
SB	Senate Bill
SIP	State Implementation Plan
SMAQMD	Sacramento Metropolitan Air Quality Management District
SO ₂	sulfur dioxide
SPCC	spill prevention, control, and countermeasure
SVAB	Sacramento Valley Air Basin
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminant
TCR	tribal cultural resource
THPO	Tribal Historic Preservation Officer
UAIC	United Auburn Indian Community
USC	United States Code
USFWS	United States Fish and Wildlife Service
UST	underground storage tank
UWMP	Urban Water Management Plan
VdB	vibration decibel(s)
VMT	vehicle miles traveled
VOC	volatile organic compound
WDR	Waste Discharge Report

Initial Study/Mitigated Negative Declaration
333 and 343 Sacramento Street, Auburn, California
PG&E Auburn Sacramento Street Renovation Project

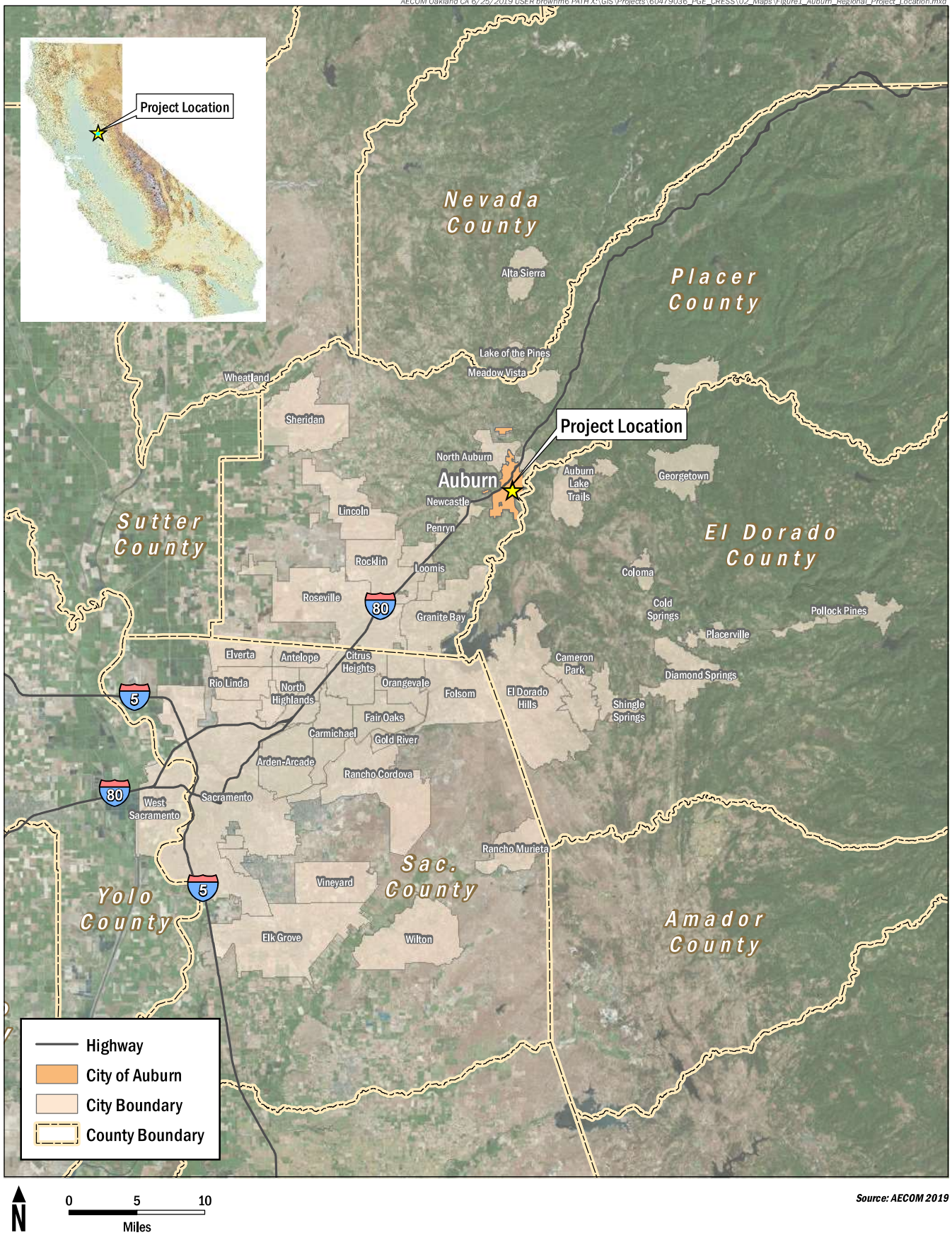
INTRODUCTION

- 1. Project Overview:** The Pacific Gas and Electric Company (PG&E) Auburn Sacramento Street Renovation project would involve renovating an approximately 7.1-acre portion of the existing PG&E Auburn Service Center at 333 and 343 Sacramento Street, Auburn (see **Figure 1** and **Figure 2**). The project would include the renovation of an existing building, demolition of three buildings, and the construction of two new buildings and perimeter fencing, to support specialized operations such as storm, wildfire, or other regional response activities; and to be available for overflow from the PG&E Auburn Regional Center if required to support regional customer support (see **Appendix A**). The primary use of the project site would be to manage wildfire mitigation efforts, wildfire response, and ongoing grid-hardening efforts in PG&E's Sierra Division.
- 2. Project Title:** PG&E Auburn Sacramento Street Renovation Project
- 3. Lead Agency Name and Address:** City of Auburn Planning Department
1225 Lincoln Way
Auburn, CA 95603
- 4. Contact Person and Email:** Tonya Ward
tward@auburn.ca.gov
- 5. Location:** 333 and 343 Sacramento Street, Auburn, California
- 6. Applicant's Name and Address:** Mr. Thomas Crowley
Pacific Gas and Electric Company
245 Market Street
Mail Code 1074C
San Francisco, CA 94105
- 7. General Plan Land Use Designations:** The project site is included in the Industrial (IND) land use designation in the City of Auburn General Plan (see **Figure 3**).
- 8. Zoning:** The project site is partly included in the Industrial Park (M-1) zoning district, and partly included in the Regional Commercial (C-3) zoning district (see **Figure 4**).
- 9. Description of Project:** See **Project Description** section.
- 10. Surrounding Land Uses and Setting:** Land uses in the project vicinity include industrial/commercial, recreation, and open space. Single-story industrial/commercial buildings are across Sacramento Street to the west of the project site, including a recycling center and storage facility. Single-story industrial/commercial buildings (Crossfit Gym) and associated parking areas and a rail line are to the south of the project site. Railhead Park is across the rail line. An animal holding area associated with Auburn City (Gold Country) Fairgrounds and Event Center, rail line, and Overlook Park is to the east and southeast of the project site. To the north of the project site are a paved parking area and a dirt parking area associated with a small commercial center at the corner of Sacramento Street and Fairgate Road; the Auburn City (Gold Country) Fairgrounds and Event Center; and the Auburn Performance Raceway race track, stadium, arena, and sports venue, which is to the northeast of the project site. The project site has been used as a PG&E service center since 1954, and is developed with engineering, warehouse, telecommunications, and other miscellaneous buildings, and storage and

parking areas. There also is an existing compressed natural gas (CNG)/liquefied natural gas (LNG) fueling facility along Sacramento Street.

11. Required Approvals: No Responsible and/or Trustee Agency permits are required. The following approvals are expected to be required before the start of project construction:

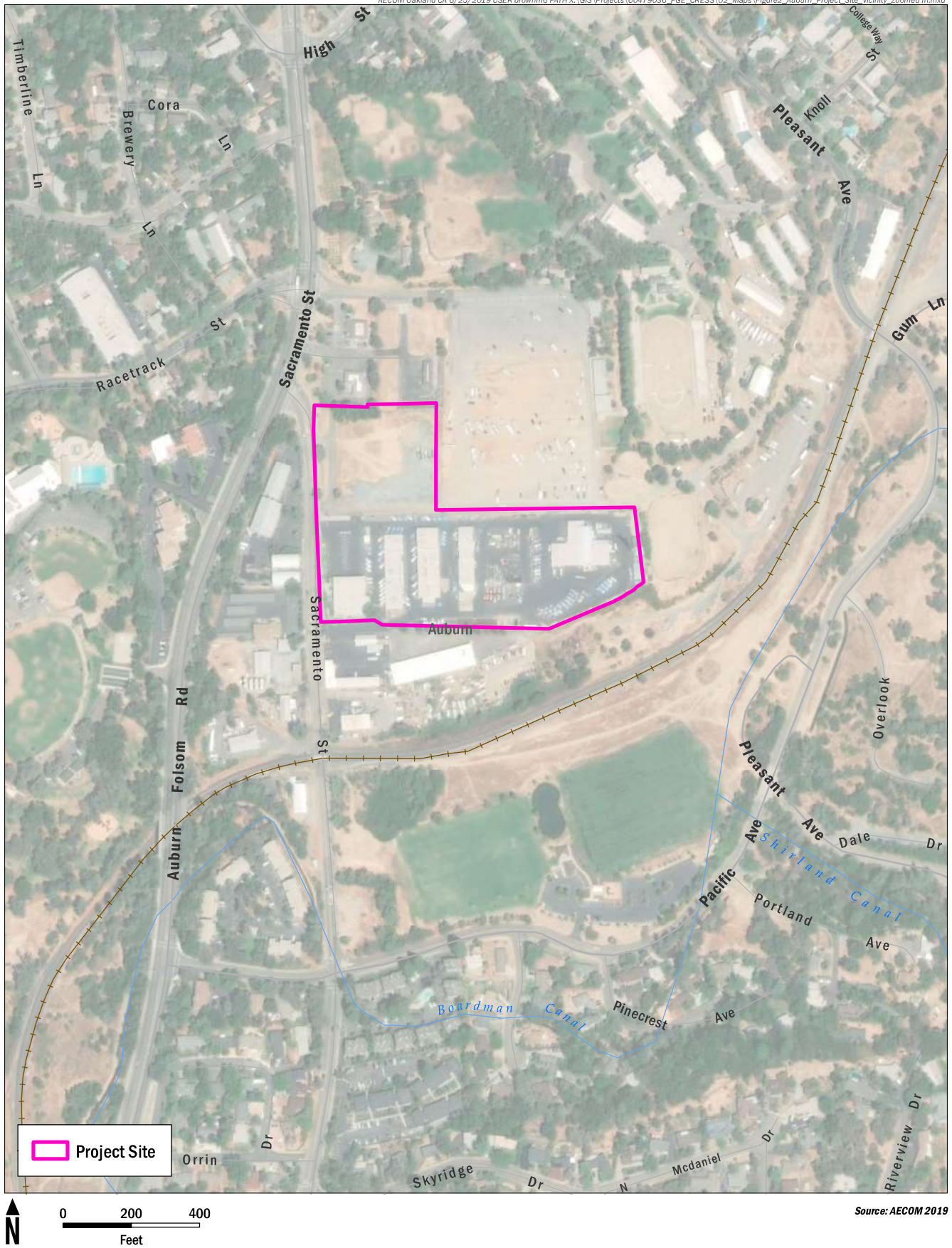
- Design Review Permit
- Administrative Permit
- Building Permits
- Encroachment Permit
- Site Plan and Building Plan Approvals
- Asbestos Dust Mitigation Plan
- Construction General Permit Order 2009-0009-DWQ



Source: AECOM 2019

FIGURE 1

Regional Project Location



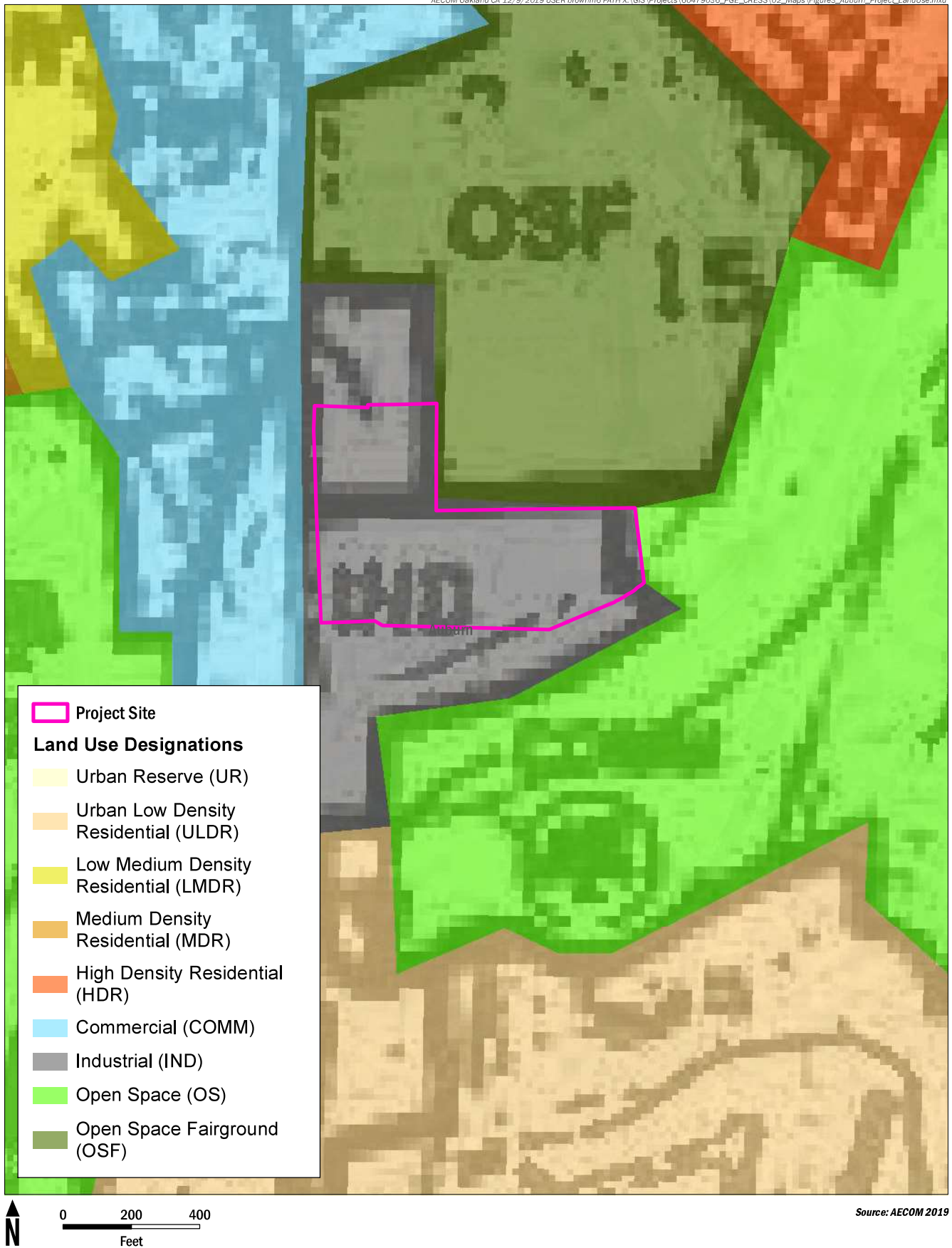


FIGURE 3
Land Use

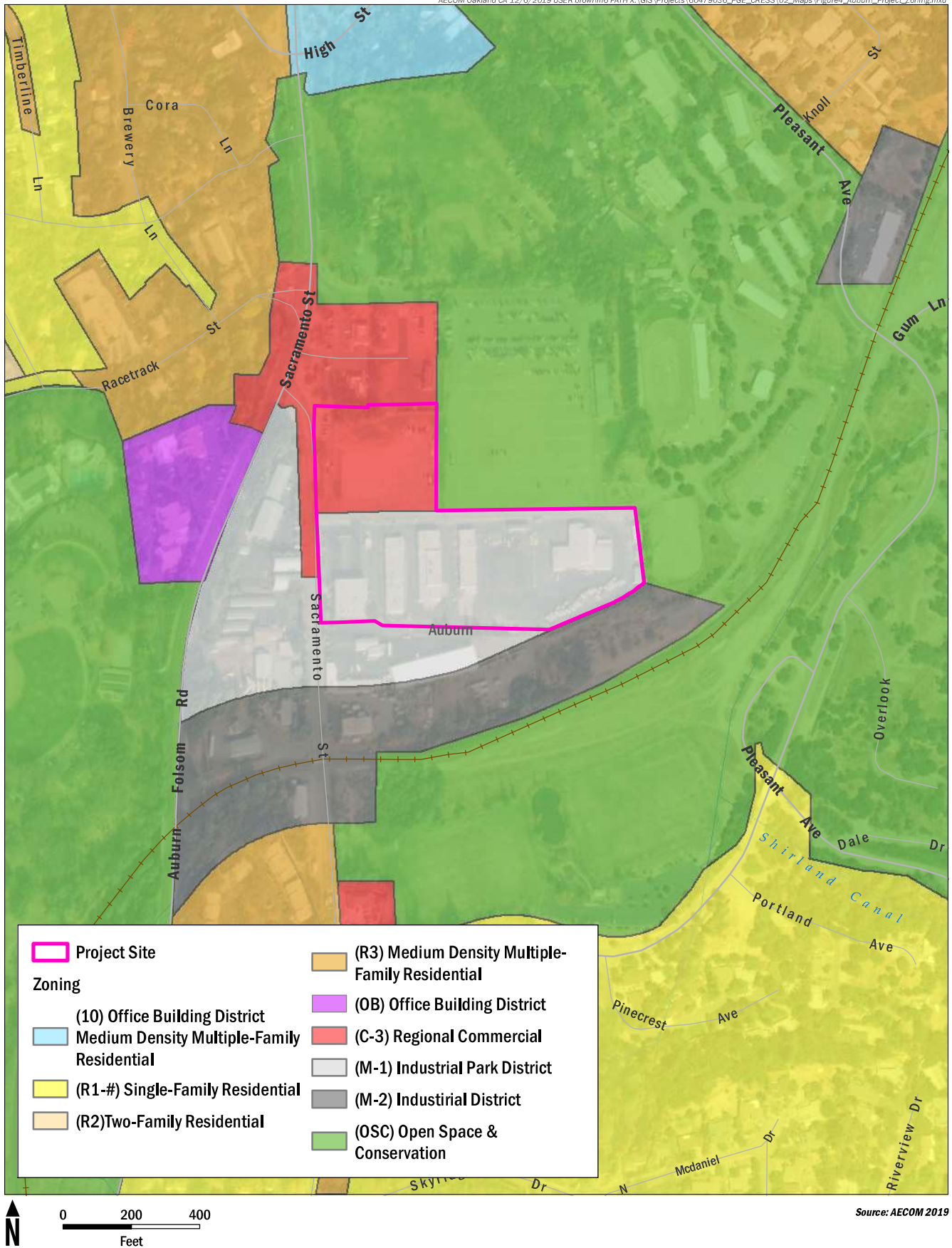


FIGURE 4
Zoning

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a Potentially Significant Impact as indicated by the checklist on the following pages.

- | | | |
|--|---|--|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☒ Biological Resources | ☒ Cultural Resources | ☐ Energy |
| ☐ Geology and Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology and Water Quality | ☐ Land Use and Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population and Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☒ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfire | ☒ Mandatory Findings of Significance |

DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Tonya Ward
Signature

May 12, 2020

Date

Tonya Ward

Printed Name

Senior Planner

Title

PROJECT DESCRIPTION

Background

The PG&E Auburn Sacramento Street Renovation project would involve renovating approximately 7.1 acres of the approximately 9.5-acre PG&E Auburn Service Center at 333 and 343 Sacramento Street, Auburn (see **Figure 1**, **Figure 2**, and **Appendix A**). The project site has been used as a PG&E service center since 1954, and is developed with engineering, warehouse, telecommunications, and other miscellaneous buildings, and storage and parking areas. There also is an existing CNG/LNG fueling facility along Sacramento Street. The existing PG&E service center would be renovated to support specialized operations such as storm, wildfire, or other regional response activities; and to be available for overflow from the PG&E Auburn Regional Center if required to support regional customer support activities. The primary use of the project site would be to manage wildfire mitigation efforts, wildfire response, and ongoing grid-hardening efforts in PG&E's Sierra Division. No change would occur to the use of the existing CNG/LNG fueling facility along Sacramento Street as a result of the project.

Operations

The existing PG&E service center accommodates up to approximately 85 personnel; the project would not result in an increase in employees or contractors using the project site. Following renovation of the project site, PG&E employees and contractors would continue to access the project site on a regular basis during AM and PM peak hours, including approximately 30 office-based personnel that would stay at the project site most, if not all day; and 36 crew personnel that would commute to the project site and depart in fleet vehicles. The crew personnel would generally arrive in personal vehicles between 6:00 a.m. and 8:00 a.m., depart no later than 9:00 a.m. in fleet vehicles, return in fleet vehicles in the early afternoon, and leave the project site in personal vehicles at approximately 4:00 p.m.

The project site also may be used to assemble crews from PG&E's service territory to respond to emergency events (e.g., major rain/snow storms or wildfires). This is atypical, and the likelihood of using the project site for emergency events is low because PG&E's regional emergency response is expected to be focused out of PG&E's Auburn Regional Center. The use of the project site for this purpose may occur up to a few times per year, and involve response activities lasting from a few days to a few weeks. Up to a total of approximately 85 personnel are expected to use the project site during emergency events.

No change would occur to the existing hours of operation (6 a.m. to 5 p.m., Monday through Friday and occasional use on evenings and weekends, including during emergencies). General office and material deliveries would occur each day using small and large trucks (dump trucks and flatbed trailers).

No customers would visit the project site, except for existing customers that would continue to use the CNG/LNG fueling facility along Sacramento Street.

Parking

Existing paved parking areas would be repaired and maintained, and approximately 146 parking spaces would be designated for employee (36) and fleet vehicle parking (110; small and large vehicles). Approximately 50,000 square feet of the northern portion of the project site also have been used for overflow parking, and is undeveloped except for a gravel surface.

Buildings/Structures

Existing buildings/structures would be renovated or demolished, and new facilities would be constructed to accommodate PG&E's office and warehouse needs, and support planned operations (see **Table 1** and **Appendix A**). New structures and buildings would be consistent with the height of existing buildings. Approximately 9,660 square feet of new buildings or structures would be constructed, and approximately

**Table 1
Existing and Proposed Buildings**

Building	Existing (square feet)	Proposed Change (square feet)	Proposed Total (square feet)
Support (Building A)	10,348	(10,348)	0
Maintenance/Warehouse (Building B)	11,736	(11,736)	0
Operations/Warehouse (Building C)	6,811	(6,811)	0
Warehouse (Building D)	11,588	0	11,588
Weld Shop ¹	500	0	500
Engineering Building	12,750	0	12,750
CNG Building ¹	640	0	640
Telecommunications Building 1 ¹	640	0	640
Telecommunications Building 2 ¹	1,180	0	1,180
Warehouse	0	9,600	9,600
Ice Machine Building	0	60	60
Total	56,193	(19,235)	36,958

Notes:

1. No change to building.

2. Numbers in parentheses indicate a decrease in square footage.

CNG = compressed natural gas

28,895 square feet of buildings or structures would be demolished. This would result in a net decrease of building or structure areas of approximately 19,235 square feet. The project would include updated perimeter lighting and landscaping. Perimeter fencing would be replaced to meet PG&E security requirements, including a 10-foot-high security fence along the property line.

The building program includes:

- Modernizing work spaces in the existing Engineering Building in open plan concept for collaboration and efficiency.
- Demolishing three buildings (Buildings A, B, and C).
- Constructing two new enclosed buildings (warehouse and ice machine building).

PG&E desires to achieve a minimum of Leadership in Energy and Environmental Design (LEED) Silver certification for all aspects of the renovation and/or new building program.

Materials Storage

Demolition and renovation activities would provide additional space for yard circulation and materials storage. Poles, wire, crossarms, insulators, and other equipment associated with transmission poles would be stored on the project site. Covered structures (Materials Storage 1 and 2) would be used to store sand, gravel, and other materials used to backfill trenches dug off site by PG&E service workers.

Site Access

The three existing points of ingress and egress on Sacramento Street would be maintained as part of the project.

Utilities

Existing sewer and water supply pipes are sized sufficiently to serve the project; the project will result in a net decrease of building or structure areas. No off-site infrastructure improvements are anticipated to be necessary for the project. Existing on-site underground utilities would be maintained, and new buildings and structures would be connected to existing utilities.

Storm Drain Controls

The impervious surfaces related to buildings at the project site would be reduced; however, these areas would be repaved with pavement, and used for yard circulation and materials storage. The project site already has an existing stormwater drainage system, the majority of which would continue to be used. Minor modifications to the on-site drainage system would be implemented as necessary to tie-in the modified facilities. Stormwater from replaced impervious surface areas would be treated in landscape-based treatment areas. PG&E also must comply with the requirements of the West Placer Storm Water Quality Design Manual, which provides design standards and hydromodification requirements for conformance with the County's Small Municipal Separate Storm Sewer Systems (MS4) National Pollutant Discharge Elimination System (NPDES) permit requirements. The City of Auburn would verify compliance with these requirements prior to issuance of grading and/or building permits.

Project Construction

Project construction is expected to begin in Summer/Fall 2020 and extend for up to 12 months, with completion and occupancy in 2021. Project construction would include several phases, including demolition, site preparation, grading, trenching for utilities, perimeter security, renovation and/or development of new buildings or structures, and architectural coatings and paving.

I. AESTHETICS

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Environmental Setting

The project area is urbanized and is used for industrial/commercial, recreational, and residential purposes. The project site is included in the City of Auburn's Industrial Park (M-1) zoning district (City of Auburn, 2016a). The project site has been used for a PG&E service center since 1954 (see Appendix B). The project vicinity is mostly built out, and includes surrounding industrial and commercial development and facilities and recreational uses. The recreational uses do not have a direct view to the project site, because they are separated by a roadway, rail line, and existing vegetation. There are no sensitive visual resources or users in the project area.

Scenic vistas are areas of natural beauty with features such as topography, watercourses, rock outcrops, and natural vegetation that contribute to the landscape's visual quality. The project site is not in an area designated as a scenic vista, and does not contain scenic resources (City of Auburn, 1993). There are no state-designated highways within the viewshed of the project area. State Route 49, which starts approximately 2 miles north of the project area, has been deemed eligible for listing as a scenic highway, but has not been officially designated (Caltrans, 2019). No portions of the project area are visible from State Route 49.

Regulatory Setting

Federal

No federal regulations related to aesthetics are applicable to the project.

State

In 2001, the California Legislature passed a bill requiring the California Energy Commission to adopt energy efficiency standards for outdoor lighting for both the public and private sector. In November 2003, the California Energy Commission adopted changes to the Building Energy Efficient Standards in Title 24. The 2016 Building Energy Efficient Standards became effective on January 1, 2017, and specify outdoor lighting requirements for residential and non-residential development.

Local

Goal 6 of the City of Auburn General Plan Open Space/Conservation Element encourages protection of visual resources; and Land Use Goal 3 indicates development should take advantage of Auburn's unique character, including, but not limited to, terrain and vegetation.

Impacts

- a) **Except as provided in Public Resources Code Section 21099, have a substantial adverse effect on a scenic vista?**

The project site is not within a scenic vista, as outlined in the City's General Plan. Therefore, the project would have **no impact** on scenic vistas.

- b) **Except as provided in Public Resources Code Section 21099, substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

The project site does not contain any scenic resources, as outlined in the City's General Plan. No scenic highways are in the project area, and the project would not be visible from State Route 49. Therefore, the project would have **no impact** on scenic resources.

- c) **Except as provided in Public Resources Code Section 21099, in nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

The project site is in an urbanized area that is mostly built out, and consists of surrounding recreational uses and industrial and commercial development and facilities. As outlined in the response to **Impact b)**, no scenic resources are in the project area, and there are no sensitive users.

The project includes renovation of an existing PG&E service center. The project improvements would be constructed mostly at-grade; would be similar in height and shape to those that currently exist; and generally, would be visible only from surrounding public streets and surrounding industrial/commercial properties. The project would reduce the number of square feet of building/warehouse space by 19,235 square feet, and would not result in a substantial demonstrable negative effect on the visual character or quality of the project site or its surroundings.

The 10-foot-high security fencing that would be constructed around the perimeter of the service center would alter the existing visual character of the project area. A 10-foot-high ornamental steel fence would extend along the eastern side of the staff parking area, parallel to Sacramento Street. A 10-foot-high wire mesh fence topped with strands of barbed wire would extend along the northern, eastern, and the southern property line of the project site. No fencing would be constructed on the western (front) property line along Sacramento Street. Ornamental landscaping

would be installed along the ornamental steel fence that extends parallel to Sacramento Street to enhance the appearance of the project site.

The project site is included in the City of Auburn's Industrial Park (M-1) zoning district (City of Auburn, 2016a) and does not conflict with applicable zoning requirements. The project does not conflict with Goal 6 of the City of Auburn General Plan Open Space/Conservation Element relating to the protection of visual resources. The main viewers of the project site would be motorists on Sacramento Street, and users of surrounding industrial/commercial areas and of the project site. These users would have a low interest in the project site from a scenic quality perspective. Therefore, the project's impact on visual character or quality would be **less than significant**.

d) Except as provided in Public Resources Code Section 21099, create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Existing lighting in parking areas on the project site and around remaining buildings/structures would be replaced with new fixtures, and lighting would be installed around the proposed new facilities. New light-emitting diode (LED) site lighting would be constructed, and perimeter security cameras may be added, as needed. The new lighting would be generally similar to existing lighting on site, and would not create a new source of substantial light or glare. The project would be required to comply with City standard conditions of approval that require new lighting to be directed so that it does not introduce significant additional glare, or create annoyance to people in the project area. Therefore, light or glare emission impacts would be **less than significant**.

II. AGRICULTURE AND FORESTRY RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Environmental Setting

The project area is urbanized and is used for industrial/commercial and residential purposes. The project site is an existing PG&E service yard, and is developed with buildings, parking, and materials storage areas. The project site is included in the City of Auburn's Industrial Park (M-1) zoning district (City of Auburn, 2016a). Permitted uses in the Industrial Park (M-1) zoning district include light industrial uses, such as warehouses, electrical distribution substations, machine shops, building materials yards, corporation yards, and professional offices.

As shown in the maps prepared pursuant to the California Department of Conservation's Farmland Mapping and Monitoring Program, the project site is identified as Urban and Built-up Land, and the project area is identified as Urban and Built-up Land, Other Land, and Grazing Land. No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance is identified in the project area (CDC, 2016).

Land in the project area is not zoned or used for agricultural purposes, and is not covered by Williamson Act contracts (City of Auburn, 2016a; Placer County, 2019a). No current agricultural operations exist on the project site or in the surrounding areas. The project site and land in the project area are not classified as forest land, pursuant to California Public Resources Code (PRC) Section 12220(g); or timberland, pursuant to PRC Section 4526. Land uses in the project vicinity include industrial/commercial, residential, recreation, and open space.

Regulatory Setting

Federal

No federal regulations related to agriculture and forestry resources are applicable to the project.

State

The Williamson Act of 1965 (Government Code Section 51200-51207), which also is known as the California Land Conservation Act, enables local governments to enter into contracts with private landowners to voluntarily restrict specific parcels of land to agricultural and open space uses under a rolling 10-year contract. Restricted parcels are assessed for property tax purposes at a rate consistent with their actual use rather than potential market value. Unless either party files a notice of non-renewal, the contract is automatically renewed annually for an additional year. The Act also includes findings for cancellation of Williamson Act contracts.

Local

Goal 2 of the City of Auburn General Plan Land Use Element encourages maintenance of the open rural character of County areas and encourages farmsteads, orchards, tree farms, grazing, and horse ranches.

Impacts

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance is in the project area. Land in the project area is not zoned or used for agricultural purposes and is not covered by Williamson Act contracts. The project site is included in the City's Industrial Park (M-1) zoning district, and is surrounded by industrial/commercial, residential, and open space uses. Therefore, **no impacts** would occur.

- b) **Conflict with existing zoning for agricultural use or a Williamson Act contract?**

Land in the project area is not zoned or used for agricultural purposes and is not covered by Williamson Act contracts. Because no land zoned for agricultural uses or Williamson Act contracts exist in the project area, the project would not conflict with such uses. Therefore, **no impacts** would occur.

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

The project site and land in the project area are not zoned or classified as forest land, pursuant to PRC Section 12220(g); or timberland, pursuant to PRC Section 4526. Because no forest land or timberland exists in the project area, the project would not result in conflicts with or the rezoning of such lands. Therefore, **no impacts** would occur.

- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

The project site and land in the project area are not classified as forest land pursuant to PRC Section 12220(g). Because no forest land exists in the project area, the project would not result in conflicts with or the conversion of such uses. Therefore, **no impacts** would occur.

- e) **Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?**

Because no farmland or forest land exist in the project area, the project would not result in conflicts with or the conversion of such uses. Therefore, **no impacts** would occur.

III. AIR QUALITY

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Environmental Setting

Air quality is defined by the concentration of pollutants in relation to their impact on human health. Concentrations of air pollutants are determined by the rate and location of pollutant emissions released by pollution sources, and the atmosphere's ability to transport and dilute such emissions. Natural factors that affect transport and dilution include terrain, wind, and sunlight. Therefore, ambient air quality conditions within a local air basin are influenced by such natural factors as topography, meteorology, and climate, in addition to the amount of air pollutant emissions released by existing air pollutant sources.

The project site is in the western portion of Placer County, which is part of the Sacramento Valley Air Basin (SVAB) under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). The SVAB is relatively flat, and is bounded by North Coast Ranges on the west and the Sierra Nevada Mountain Range on the east. These mountain ranges reach heights of more than 6,000 feet, with peaks rising much higher. This provides a substantial physical barrier to locally created pollution, and pollution that might otherwise be transported northward on prevailing winds from the Sacramento Metropolitan area. The valley is often subjected to inversion layers that, coupled with geographic barriers and high summer temperatures, create a high potential for air pollution problems.

Air Pollutants of Concern

Individual air pollutants at certain concentrations may adversely affect human or animal health, reduce visibility, damage property, and reduce the productivity or vigor of crops and natural vegetation. Six air pollutants have been identified by the United States Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) as being of concern both on a nationwide and statewide level. These are ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), lead, and particulate matter (PM), which is subdivided into two classes based on particle size: PM equal to or less than 10 micrometers in diameter (PM₁₀); and PM equal to or less than 2.5 micrometers in diameter (PM_{2.5}). Because the air quality standards for these air pollutants are regulated using human and environment health-based criteria, they are commonly referred to as criteria air pollutants.

Ozone

Ozone is the principal component of smog, and is formed in the atmosphere through a series of reactions involving reactive organic gases (ROGs) or volatile organic compounds (VOCs), and nitrogen oxides (NO_x) in the presence of sunlight. Short-term exposure (lasting for a few hours) to ozone can result in breathing pattern changes, reduction of breathing capacity, increased susceptibility to infections, inflammation of the lung tissue, and some immunological changes. In recent years, a correlation between elevated ambient ozone levels and increases in daily hospital admission rates, as well as mortality, has also been reported.

Carbon Monoxide

CO is a colorless and odorless gas that, in the urban environment, is associated primarily with the incomplete combustion of fossil fuels in motor vehicles. Vehicle traffic emissions can cause localized CO impacts, and severe vehicle congestion at major signalized intersections can generate elevated CO levels, called hot spots, which can be hazardous to human receptors adjacent to the intersections. Individuals with a deficient blood supply to the heart are the most susceptible to the adverse effects of CO exposure. The effects observed include earlier onset of chest pain with exercise, and electrocardiograph changes indicative of decreased oxygen supply to the heart. Inhaled CO has no direct toxic effect on the lungs, but exerts its effect on tissues by interfering with oxygen transport. Therefore, conditions with an increased demand for oxygen supply can be adversely affected by exposure to CO.

Nitrogen Dioxide

NO₂ is a product of combustion, and is generated in vehicles and in stationary sources, such as power plants and boilers. It is also formed when ozone reacts with nitrogen oxide in the atmosphere. As noted above, NO₂ is part of the NO_x family, and is a principal contributor to ozone and smog generation. Population-based studies suggest that an increase in acute respiratory illness, including infections and respiratory symptoms in children, is associated with long-term exposure to NO₂. Airway contraction and increased resistance to air flow are observed after short-term exposure to NO₂ in healthy subjects.

Sulfur Dioxide

SO₂ is a combustion product, with the primary source being power plants and heavy industries that use coal or oil as fuel. SO₂ is also a product of diesel engine combustion. SO₂ in the atmosphere contributes to the formation of acid rain. SO₂ can irritate lung tissue and increase the risk of acute and chronic respiratory disease. This analysis does not directly evaluate SO₂, because little to no quantifiable and foreseeable emissions of these substances would be generated by the project.

Lead

Lead is a highly toxic metal that may cause a range of human health effects. Previously, the lead used in gasoline anti-knock additives represented a major source of lead emissions to the atmosphere from mobile and industrial sources. In 1975, unleaded gasoline was introduced for motor vehicles equipped with catalytic converters. The EPA banned the use of leaded gasoline in highway vehicles in December 1995. As a result of EPA's regulatory efforts to remove lead from gasoline, emissions of lead from the transportation sector and levels of lead in the air decreased dramatically. Fetuses, infants, and children are more sensitive than others to the adverse effects of lead exposure. Exposure to low levels of lead can adversely affect the development and function of the central nervous system, leading to learning disorders, distractibility, inability to follow simple commands, and lower intelligence quotient. In adults, increased lead levels are associated with increased blood pressure. This analysis does not directly evaluate lead, because little to no quantifiable and foreseeable emissions of these substances would be generated by the project.

Particulate Matter

PM is a complex mixture of extremely small particles that consists of dry solid fragments, solid cores with liquid coatings, and small liquid droplets. PM is made up of a number of components, including acids (such as nitrates and sulfates), organic chemicals, metals, soot, and soil or dust particles. The size of PM is directly linked to the potential for causing health problems. PM₁₀ includes both fine and coarse dust particles; the fine particles are PM_{2.5}. Sources of coarse particles (PM₁₀) include grading, crushing, or grinding

operations and dust from paved or unpaved roads. Sources of fine particles (PM_{2.5}) include all types of combustion activities (motor vehicles, power plants, wood burning, etc.) and certain industrial processes. Once inhaled, these particles can affect the heart and lungs and cause serious health effects. Health studies have shown a significant association between exposure to PM and premature death. Other important effects include aggravation of respiratory and cardiovascular disease, lung disease, decreased lung function, asthma attacks, and certain cardiovascular problems such as heart attacks and irregular heartbeat.

Attainment of Federal and State Air Quality Standards

Areas are classified under the federal Clean Air Act (CAA) and California CAA as attainment, non-attainment, or maintenance (previously non-attainment and currently attainment) for each criteria pollutant based on whether the federal and state air quality standards have been achieved. With respect to regional air quality, the project site portion of the SVAB is designated as nonattainment for federal and state ozone standards, and nonattainment for the federal fine particulate matter standard (PM_{2.5}) and state coarse particulate matter standard (PM₁₀) (PCAPCD, 2017). The air quality standards are presented later in the discussion of **Regulatory Setting**.

Toxic Air Contaminants

In addition to criteria air pollutants, EPA and CARB regulate hazardous air pollutants, also known as toxic air contaminants (TACs). TAC collectively refers to a diverse group of air pollutants that are capable of causing chronic (i.e., long-duration) and acute (i.e., severe but short-term) adverse effects on human health, including carcinogenic effects. TACs can be separated into carcinogens and noncarcinogens, based on the nature of the effects associated with exposure to the pollutant. For regulatory purposes, carcinogens are assumed to have no safe threshold below which health impacts would not occur. Any exposure to a carcinogen poses some risk of contracting cancer. Noncarcinogens differ in that there is generally assumed to be a safe level of exposure below which no negative health impact is believed to occur. These levels are determined on a pollutant-by-pollutant basis.

Regulatory Setting

Federal

National air quality policies are regulated through the Federal CAA. Pursuant to the CAA, the EPA has established nationwide air quality standards to protect public health and welfare, with an adequate margin of safety. These federal standards, known as the National Ambient Air Quality Standards (NAAQS), were developed for six criteria pollutants: ozone, NO₂, CO, PM₁₀, PM_{2.5}, SO₂, and lead. The NAAQS represent safe levels of each pollutant to avoid specific adverse effects to human health and the environment. Two types of NAAQS have been established: primary and secondary standards. Primary standards set limits to protect public health, especially that of sensitive populations such as asthmatics, children, and seniors. Secondary standards set limits to protect public welfare, including protections against decreased visibility and damage to animals, crops, and buildings.

The CAA was amended in 1977 to require each state to maintain a State Implementation Plan (SIP) for achieving compliance with NAAQS. In 1990, the CAA was amended again to strengthen regulation of both stationary and motor vehicle emission sources. Conformity to the SIP is defined under the 1990 CAA amendments as conformity with the SIP's purpose in eliminating or reducing the severity and number of violations of the NAAQS, and achieving expeditious attainment of these standards.

State

In 1988, the State Legislature adopted the California CAA, which established a statewide air pollution control program. The California CAA requires all air districts in the state to endeavor to meet California Ambient Air Quality Standards (CAAQS) by the earliest practical date. Unlike the federal CAA, the California CAA does not set precise attainment deadlines. Instead, the California CAA establishes increasingly stringent requirements for areas that will require more time to achieve the standards. CAAQS are generally more stringent than NAAQS, and incorporate additional standards for sulfates, hydrogen sulfide, visibility-reducing particles, and vinyl chloride. CAAQS and NAAQS are listed together in **Table 2**.

Table 2
National and California Ambient Air Quality Standards

Pollutant	Averaging Time	CAAQS ^b	NAAQS ^a	
			Primary ^c	Secondary ^d
Ozone	8 hours 1 hour	0.070 ppm 0.09 ppm	0.070 ppm –	0.070 ppm –
PM ₁₀	Annual arithmetic mean 24 hours	20 µg/m ³ 50 µg/m ³	– 150 µg/m ³	– 150 µg/m ³
PM _{2.5}	Annual arithmetic mean 24 hours	12 µg/m ³ –	12 µg/m ³ 35 µg/m ³	15 µg/m ³ 35 µg/m ³
CO	8 hours 1 hour	9.0 ppm 20 ppm	9 ppm 35 ppm	– –
NO ₂	Annual arithmetic mean 1 hour	0.03 ppm 0.18 ppm	0.053 ppm 0.100 ppm	0.053 ppm –
SO ₂	24 hours 3 hours 1 hour	0.04 ppm – 0.25 ppm	– – 0.075 ppm ^e	– 0.5 ppm –
Lead ^f	Calendar quarter Rolling 3-month average 30-day average	– – 1.5 µg/m ³	1.5 µg/m ³ (certain areas) 0.15 µg/m ³ –	1.5 µg/m ³ – –
Visibility-reducing particles	8 hours	^g	–	–
Sulfates	24 hours	25 µg/m ³	–	–
Hydrogen sulfide	1 hour	0.03 ppm	–	–
Vinyl chloride ^f	24 hours	0.01 ppm	–	–

Source: CARB, 2016

^a NAAQS other than ozone, PM, and those based on annual averages or annual arithmetic means are not to be exceeded more than once a year. The ozone standard is attained when the fourth-highest 8-hour concentration in a year, averaged over 3 years, is equal to or less than the standard. For PM₁₀, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m³ is equal to or less than 1. For PM_{2.5}, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over 3 years, is equal to or less than the standard.

^b CAAQS for ozone, CO (except Lake Tahoe), SO₂ (1-hour and 24-hour), NO₂, and suspended PM (PM₁₀, PM_{2.5}, and visibility-reducing particles) are not to be exceeded. All others are not to be equaled or exceeded.

^c NAAQS Primary Standards: The levels of air quality necessary, with an adequate margin of safety, to protect the public health.

^d NAAQS Secondary Standards: The levels of air quality necessary to protect the public welfare from known or anticipated adverse effects of a pollutant.

^e Final rule signed June 2, 2010. To attain this standard, the 3-year average of the 99th percentile of the daily maximum 1-hour average at each monitor within an area must not exceed 75 parts per billion.

^f CARB has identified lead and vinyl chloride as toxic air contaminants with no threshold level of exposure for adverse health effects determined. CARB made this determination following the implementation of control measures at levels below the ambient concentrations specified for these pollutants.

^g In 1989, CARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are “extinction of 0.23 per kilometer” and “extinction of 0.07 per kilometer” for the statewide and Lake Tahoe Air Basin standards, respectively.

µg/m³ = micrograms per cubic meter

CAAQS = California Ambient Air Quality Standards

CARB = California Air Resources Board

CO = carbon monoxide

NAAQS = National Ambient Air Quality Standards

NO₂ = nitrogen dioxide

PM = particulate matter

PM₁₀ = particulate matter equal to or less than 10 micrometers in diameter

PM_{2.5} = particulate matter equal to or less than 2.5 micrometers in diameter

ppm = parts per million (by volume)

SO₂ = sulfur dioxide

CARB and local air districts bear responsibility for achieving California's air quality standards, which are to be achieved through district-level air quality management plans to be incorporated into the SIP. In California, the EPA has delegated authority to prepare SIPs to CARB; which, in turn, has delegated that authority to individual air districts. CARB traditionally has established state air quality standards, maintained oversight authority in air quality planning, developed programs for reducing emissions from motor vehicles, developed air emission inventories, collected air quality and meteorological data, and approving SIPs.

The California CAA substantially adds to the authority and responsibilities of air districts. The California CAA designates air districts as lead air quality planning agencies, requires air districts to prepare air quality plans, and grants air districts authority to implement transportation control measures.

Local

The PCAPCD is also the agency responsible for enforcing federal and state air quality requirements, and for establishing air quality rules and regulations in Placer County. The PCAPCD attains and maintains air quality conditions in Placer County through a comprehensive program of education, regulation, voluntary emission reduction programs, and funding activities. The PCAPCD also inspects stationary sources of air pollution, and responds to citizen complaints, monitors ambient air quality and meteorological conditions, and implements programs and regulations required by the Federal CAA and the California CAA. Under the California CAA, the PCAPCD is required to develop an air quality attainment plan for nonattainment criteria pollutants in the air district. The PCAPCD, along with the other air districts in the region, prepared the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Ozone Attainment Plan) in July 2017. The PCAPCD adopted the Ozone Attainment Plan on October 12, 2017, and CARB determined that the plan meets CAA requirements, and approved it on November 16, 2017, as a revision to the SIP. The updated ozone SIP was submitted to the EPA on December 18, 2017. Accordingly, the 2017 Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan is the applicable air quality plan for the region.

The PCAPCD also published the 2017 California Environmental Quality Act (CEQA) Handbook, which provides air quality guidance when preparing CEQA documents (PCAPCD, 2017).

To evaluate air pollutant emissions from development projects, the PCAPCD recommends significance thresholds for emissions of ROG, NO_x, and PM₁₀. The PCAPCD recommends significance thresholds as listed in **Table 3**, expressed in pounds per day, which serve as air quality standards that may be used in the evaluation of air quality impacts associated with construction and operation of development projects.

Table 3
PCAPCD-Adopted Thresholds of Significance for Criteria Pollutants

Pollutant/Precursor	Emissions in pounds/day		
	Construction Phase	Operational Phase Project-Level	Operational Phase Cumulative-Level
Nitrogen oxides	82	55	55
Reactive organic gases	82	55	55
Suspended particulate matter (PM ₁₀)	82	82	82

Source: PCAPCD, 2017.

Notes:

PCAPCD = Placer County Air Pollution Control District

PM₁₀ = particulate matter equal to or less than 10 micrometers in diameter

The PCAPCD states that a project would not result in significant project-level criteria pollutant emissions of ROG, NO_x, and PM₁₀, for which the region is designated non-attainment if it does not exceed the construction and operational significance thresholds. In addition, project impacts would not be considered to be cumulatively considerable if emissions do not exceed the PCAPCD cumulative-level significance thresholds.

The PCAPCD CEQA Air Quality Handbook also presents rules and regulations required and recommended for all projects. Project proponents are responsible for compliance with the adopted PCAPCD rules. A general summary of the key PCAPCD rules and regulations that may be applicable to the project is presented below.

- Rule 202 – Visible Emissions: Rule 202 limits the amount of time during which air pollutant emissions of a certain shade of darkness or degree of opacity may be discharged, specifically to no more than 3 minutes in any 1 hour.
- Rule 205 – Nuisance: Rule 205 prohibits a discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public.
- Rule 207 – Particulate Matter: Rule 207 restricts PM emissions from any source or single processing unit, exclusive of sources emitting combustion contaminants only, to no more than 0.1 grain per cubic foot of gas.
- Rule 218 – Architectural Coatings: Rule 218 requires that architectural coatings supplied, sold, offered for sale, applied, solicited for application, or manufactured for use within the PCAPCD area meet specified maximum VOC (ROG) content levels.
- Rule 228 – Fugitive Dust: Rule 228 is intended to reduce the amount of PM entrained in the ambient air, or discharged into the ambient air, as a result of anthropogenic (man-made) fugitive dust sources by requiring actions to prevent, reduce, or mitigate fugitive dust emissions. The provisions of Rule 228 apply to any activity or man-made condition capable of generating fugitive dust within Placer County.

City of Auburn General Plan Land Element Goal 4 indicates air quality should be enhanced.

Impacts

a) Conflict with or obstruct implementation of the applicable air quality plan?

Air quality plans describe air pollution control strategies to be implemented by a city, county, or region. The primary purpose of an air quality plan is to bring an area that does not attain federal and state air quality standards into compliance with the requirements of the Federal CAA and California CAA requirements. The PCAPCD, along with other local air districts in the SVAB, is responsible for developing and implementing air quality plans to address state and federal air quality planning requirements. As discussed under the **Regulatory Setting** above, the PCAPCD, along with the other air districts in the region, prepared the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Draft 2017 SIP Revisions)* to address attainment of the federal 8-hour ozone standard. In addition, the 2015 Triennial Report and Air Quality Plan Revision were prepared to address attainment of the California 1-hour and 8-hour ozone standards (SMAQMD, 2016). These are the latest plans adopted by the PCAPCD in coordination with the air quality management districts and air pollution control districts of El Dorado, Sacramento, Solano, Sutter, and Yolo counties, and they incorporate land use assumptions and travel demand modeling provided by Sacramento Area Council of Governments (SACOG).

Two criteria are applicable to determine whether the project would conflict with or obstruct implementation of the air quality plan. The first criterion is whether the project would exceed the estimated air basin emissions used as the basis of the air quality plans, which are based, in part, on projections of population and vehicle miles traveled (VMT). The second criterion is whether the project would increase the frequency or severity of existing air quality violations, contribute to new violations, or delay the timely attainment of air quality standards.

Construction of the project would involve the use of off-road equipment as quantified and described in response to **Impact b)**. Assumptions for off-road equipment emissions in the air quality plans are developed based on category-specific economic indicators such as employment, expenditures, and fuel use. Because project construction is limited to short-term renovation and demolition activities, and construction activities would not involve unusual characteristics that would necessitate the use of extensive off-road equipment usage, the project would not increase the assumptions for off-road equipment use in the air quality plans. Furthermore, construction activities would be short-term, and activities would cease on completion. Construction activities would also comply with the applicable PCAPCD rules and regulations that are designed to reduce and control pollutant emissions from the project's construction activities. Following construction, day-to-day operations of the project would not add any substantial new operational activities. The project is limited to renovation and continued use of an existing PG&E service center to increase the efficiency of PG&E's regional operations. Therefore, operational emissions are not anticipated to increase beyond existing conditions. Therefore, the impact would be **less than significant**.

- b) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Construction

Construction of the project would result in the temporary generation of ROG, NO_x, and PM₁₀ emissions from soil excavation and material transport. ROG and NO_x emissions are primarily associated with mobile equipment exhaust. Fugitive dust emissions are primarily associated with site preparation, and vary as a function of such parameters as soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles on- and off-site.

Construction of the project is expected to occur over 12 months, from summer/fall 2020 to summer/fall 2021. Construction-related emissions associated with typical construction activities were modeled using the California Emissions Estimator Model (CalEEMod), Version 2016.3.2. CalEEMod allows the user to enter project-specific construction information, such as types, number, and horsepower of construction equipment, and number and length of motor vehicle trips. The total criteria pollutant emissions estimated for the project using CalEEMod are presented in **Table 4**. Additional modeling assumptions and details are provided in Appendix A. The project would be considered significant if it would result in emissions that exceed the PCAPCD's thresholds of significance.

As shown in **Table 4**, construction-generated emissions would not exceed applicable emission thresholds established by PCAPCD. Therefore, the emissions would be **less than significant**.

Table 4
Estimated Construction Emissions¹

Emissions Source	ROG (lbs/day)	NO_x (lbs/day)	PM₁₀ (lbs/day)
2019 ²	0.7	6.4	0.5
2020 ²	1	9.8	0.9
Maximum Daily Emissions	1	9.8	0.9
PCAPCD Threshold	82	82	82
Exceed Threshold	No	No	No

Notes:

¹ Includes emissions associated with demolition of buildings.

² Emissions were estimated based on construction of the project from 2019 to 2020. Construction is expected to be delayed by 1 year and occur from summer/fall 2020 to summer/fall 2021.

lbs/day = pounds per day

NO_x = nitrogen oxides

PCAPCD = Placer County Air Pollution Control District

PM₁₀ = particulate matter equal to or less than 10 microns in diameter

ROG = Reactive Organic Compounds.

Operation

Sources of the project's operational emissions would include worker commute and material delivery trips, operation of equipment, and occasional use of a back-up generator. The back-up generator is already permitted and installed, and has been used by PG&E as power back-up during power outages. The project would not alter use of the back-up generator, and emissions would not increase beyond existing conditions.

The PCAPCD developed the operational criteria pollutant thresholds in **Table 3** based on potential project sizes for different types of land use development. Although these project sizes are listed as screening criteria in the *CEQA Air Quality Handbook*, they provide information on the relative emissions of various project sizes, and include emissions from area, mobile, energy use, water use, and solid waste disposal sources. Operational thresholds for criteria pollutants were based on an 894,262-square-foot general industrial land use, which is most similar to the project (PCAPCD, 2017). The proposed new buildings would comprise approximately 9,660 square feet of new building space, which would be substantially less than the project size used to establish criteria pollutant thresholds. Furthermore, the project would not add any substantial new operational activities; it involves renovation and continued use of an existing PG&E service center to increase the efficiency of PG&E's regional operations. Therefore, the project's operations would not increase operational activities above existing conditions. Therefore, operation of the project would not be expected to generate emissions that would exceed the PCAPCD's thresholds of significance, and operational emissions would be **less than significant**.

Cumulative

Project construction would temporarily increase air emissions in the SVAB. The project would generate temporary emissions of ROG, NO_x, CO, PM₁₀, and PM_{2.5} during renovation and construction activities. As shown in **Table 4**, construction emissions associated with the project are expected to result in daily emissions below the PCAPCD's thresholds of significance. Because the proposed short-term construction emissions are not anticipated to exceed the PCAPCD's project-level thresholds, which are considered the allowable amount of emissions for projects not to result in a cumulatively considerable contribution to regional air quality, project construction emissions would not result in a cumulatively considerable contribution to regional air quality. Therefore, project construction emissions would be **less than cumulatively significant**.

As described above, project operations are not expected to cause a change in emissions from existing operations because the project involves renovation and continued use of an existing PG&E service center to increase the efficiency of PG&E's regional operations. The project is also below the general industrial project size used to establish PCAPCD criteria pollutant thresholds. Therefore, the project is not expected to generate a cumulatively considerable net increase in air emissions in exceedance of the PCAPCD's cumulative threshold.

Therefore, the project's construction-related and operational contribution to a cumulative impact would be less than cumulatively considerable, resulting in a **less-than-significant** cumulative air quality impact.

d) Expose sensitive receptors to substantial pollutant concentrations?

Sensitive receptors typically are defined as facilities where sensitive populations (e.g., children, elderly, acutely and chronically ill individuals) are likely to be located. Land uses considered to be sensitive receptors include residences, schools, playgrounds, childcare centers, retirement homes, and hospitals. The nearest sensitive receptor to the project site is Railhead Park, approximately 0.5 mile away.

Health Effects of Criteria Air Pollutants

As previously discussed, criteria air pollutants may adversely affect human or animal health, reduce visibility, damage property, and reduce the productivity or vigor of crops and natural vegetation. As presented in **Table 4**, construction-related activities would result in emissions of criteria air pollutants, but at levels that would not exceed the PCAPCD thresholds of significance. Project operations are anticipated to remain similar to existing conditions. In addition, the project size would be below the PCAPCD screening criteria, indicating that the project would not result in the generation of operational-related criteria pollutants and/or precursors that exceed the thresholds of significance. The thresholds of significance were designed to identify those projects that would result in significant levels of air pollution, and to assist the region in attaining the applicable state and federal ambient air quality standards, which were established using health-based criteria to protect the public with a margin of safety from adverse health impacts due to exposure to air pollution. For these reasons, the criteria air pollutant emissions associated with construction and operation of the project would not expose sensitive receptors to substantial criteria pollutant concentrations. In addition, the project would comply with applicable PCAPCD rules, including but not limited to Rule 218 (Architectural Coatings), which restricts the VOC/ROG content of coatings; and Rule 228 (Fugitive Dust), which reduces the amount of PM entrained in the ambient air.

Toxic Air Contaminants

The greatest potential TAC emissions would be related to diesel PM emissions associated with activity by heavy-duty construction equipment. The total duration of construction activities is anticipated to be approximately 12 months; the exposure of sensitive receptors to construction emissions would be short term, intermittent, and temporary in nature. The dose to which receptors are exposed is the primary factor used to determine health risk. Dose is positively correlated with time, meaning that a longer exposure period would result in a higher exposure level for the maximally exposed individual. Therefore, the risks estimated for such an individual are higher if a fixed exposure occurs over a longer period of time. Health effects from TACs are often described in terms of individual cancer risk, which is based on a 30-year lifetime exposure to TACs (OEHHA, 2015). Therefore, the total exposure period for construction activities would be approximately 3 percent of the total exposure period used for typical health risk calculations (i.e., 30 years). Furthermore, considering that the nearest receptors are Railhead Park visitors, it is not anticipated that the receptors would be in proximity of construction activities for an extended period of time.

Because off-road, heavy-duty equipment would be used for a relatively short time period and would not be in the immediate proximity of sensitive receptors, construction activities would not be anticipated to expose sensitive receptors to substantial TAC concentrations. Concentrations of mobile-source diesel PM emissions are typically reduced by 70 percent at a distance of approximately 500 feet from freeways, which are continuous emission sources; and an 80 percent decrease at 1,000 feet from distribution centers (CARB, 2005). Studies also indicate that diesel PM emissions and the relative health risk can decrease substantially within 300 feet (CARB, 2005; Zhu et al., 2002). As discussed previously, the nearest off-site sensitive receptors are approximately 0.5 mile from the project site. Given the construction schedule, substantial buffer distance to the nearest sensitive receptor, and the highly dispersive nature of diesel PM emissions, construction of the project would not expose sensitive receptors to substantial TAC concentrations. In addition, TAC emission exposure would also be reduced with implementation of CARB regulations, such as the Airborne Toxic Control Measure, which limits idling of diesel-fueled commercial motor vehicles. As a result, trucks and off-road equipment would not operate in the immediate vicinity of any sensitive receptor for an extended period of time, and the potential exposure to TAC emissions would be limited.

In summary, emissions of localized pollutants (e.g., ROG, NO_x, CO, PM₁₀, and PM_{2.5}) and TACs from construction and operations would be unlikely to lead to substantial pollutant concentrations at nearby locations. Therefore, the impact on sensitive receptors would be **less than significant**.

e) **Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?**

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed, and direction; and the presence of sensitive receptors. Although offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies. Projects with the potential to frequently expose individuals to objectionable odors are deemed to have a significant impact. Typical facilities that generate odors include wastewater treatment facilities, sanitary landfills, composting facilities, petroleum refineries, chemical manufacturing plants, and food processing facilities. Project construction activities would generate short-term diesel PM exhaust and odors from heavy-duty trucks and off-road construction equipment, which could be considered offensive by some individuals. Potential odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment, architectural coatings, and asphalt pavement application. In general, odors are highest near the source, but disperse quickly, resulting in a reduced off-site exposure. However, construction activities would use typical construction techniques in compliance with PCAPCD rules, and the nearest sensitive receptors are approximately 0.5 mile away. Therefore, the construction-related odor impact would be **less than significant**.

Because operational activities associated with the project are anticipated to remain similar to existing conditions (e.g., no increase in equipment usage or vehicle trips), operation of the project would not add any new odor sources. In addition, this project land use is not a typical facility that would generate odors, and operation of the project is not anticipated to increase the use of the back-up generator. Therefore, the operational-related odor impact would be **less than significant**.

IV. BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

No habitat conservation plans (HCPs), natural community conservation plans, or other local, regional, or state HCPs are applicable to the project site. Therefore, significance criteria IV(f) is not applicable to this project, and is not discussed further in this section.

Environmental Setting

The project site is in a developed, suburban setting, surrounded by commercial and residential uses. The project site is paved and mostly barren, with scattered patches of ruderal vegetation and a small area of ornamental vegetation, and two oak trees outside of the Engineering Building. The approximately 1.2-acre northern portion of the project site is partly covered with gravel, and is being used for parking and equipment staging. Grasses and weeds surround the perimeter of the northern portion of the project site, along with a small patch of California poppy and vetch along the eastern edge. Facilities in the existing PG&E service

center include multiple buildings that have been vacated or have minimal use, in preparation for demolition activities (see **Appendix B**).

Background research was performed to identify special-status species with the potential to occur within 5 miles of the project area. Sources that were consulted included the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database, California Native Plant Society, and United States Fish and Wildlife Service's (USFWS's) Information for Planning and Consultation databases. Prior to any biological surveys or site visits by biologists, the special-status plant, Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*) was determined to have potential to occur, based on remote habitat assessment and occurrences within the 5-mile search area.

A reconnaissance-level biological resources survey was subsequently conducted by AECOM biologists on May 3, 2019 (see **Appendix D**). Habitat needed to support special-status species with occurrence records within 5 miles of the project area was found to be absent from the developed project area. No special-status plant or wildlife species were found, and suitable habitat for Brandegee's clarkia was not identified in the project area during the biological survey. No signs of bat activity were found inside or outside of any buildings, or anywhere within the project area. Birds were actively nesting on the exteriors of Buildings B, C, and D, including cliff swallow, Brewer's blackbird, rock pigeon, and house sparrow. Other wildlife observed on the project site were western fence lizard, Anna's hummingbird, California scrub-jay, northern rough-winged swallow, and California ground squirrel (AECOM, 2019).

Regulatory Setting

Federal

The Clean Water Act (CWA) (33 United States Code [USC] Section 1251) establishes the basic structure for regulating discharges of pollutants (including dredged or fill material) into waters of the United States, including wetlands; and for regulating quality standards for surface waters. The CWA provides guidance for the restoration and maintenance of the chemical, physical, and biological integrity of the nation's waters. CWA Section 404 prohibits the discharge of dredged or fill material into waters of the United States, including wetlands, without a permit from the United States Army Corps of Engineers. CWA Section 401 requires that an applicant for a federal license or permit that allows activities with the potential to result in a discharge to waters of the United States, including wetlands, obtain a state Section 401 water quality certification. The Endangered Species Act (ESA) (16 [USC Section 1531 *et seq.*]) protects fish and wildlife species that are listed as threatened or endangered and their habitats. Endangered refers to species, subspecies, or distinct population segments that are in danger of extinction in all or a significant portion of their range. Threatened refers to species, subspecies, or distinct population segments that are considered likely to become endangered in the future. The ESA is administered by the USFWS for terrestrial and freshwater species, and by the National Oceanographic and Atmospheric Administration's National Marine Fisheries Service for marine species and anadromous fishes.

The Migratory Bird Treaty Act (MBTA) (16 USC Section 703–712 *et seq.*) enacted the provisions of treaties between the United States, Great Britain, Mexico, Japan, and the Soviet Union, and authorizes the U.S. Secretary of the Interior to protect and regulate take of migratory birds. The MBTA is administered by USFWS. It establishes seasons and bag limits for hunted species; and renders taking, possession, import, export, transport, sale, purchase, and barter of migratory birds, their occupied nests, and their eggs illegal, except where authorized under the terms of a valid federal permit. Activities for which permits may be issued include scientific collecting; falconry and raptor propagation; “special purposes,” which include rehabilitation, education, migratory game bird propagation, and miscellaneous other activities; control of depredating birds; taxidermy; and waterfowl sale and disposal. More than 800 species of birds are protected under the MBTA. Specific definitions of migratory bird are discussed in each of the international treaties; in general, however, species protected under the MBTA are those that migrate to complete different stages of their life history, or to take advantage of different habitat opportunities during different seasons. Examples of migratory bird species include the yellow warbler (*Dendroica petechia*), barn swallow (*Hirundo rustica*), and song sparrow (*Melospiza melodia*).

State

The California Endangered Species Act (CESA) protects wildlife and plants listed as threatened and endangered by the California Fish and Game Commission, as well as species identified as candidates for such listing. It is administered by the CDFW. CESA requires state agencies to conserve threatened and endangered species (Section 2055), and thereby restricts all persons from taking listed species, except under certain circumstances. CESA defines take as any action or attempt to hunt, pursue, catch, capture, or kill. Under certain circumstances, CDFW may authorize limited take, except for species designated as fully protected (see discussion of fully protected species under California Fish and Game Code below). The requirements for an application for an incidental take permit under CESA are described in Section 2081 of the California Fish and Game Code, and in final adopted regulations for implementing Sections 2080 and 2081.

Local

The City of Auburn General Plan Open Space/Conservation Element encourages preservation and conservation of natural vegetation, habitat, water, and other biological resources.

The City of Auburn Zoning Ordinance requires a permit before conducting regulated activities that may remove or otherwise adversely affect native trees in the City of Auburn. The City has two types of permits for tree-related activities: (1) tree permit for the removal of native trees or impacts to native trees; and (2) administrative tree permit for minor impacts.

Impacts

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

The project would involve renovation of a PG&E service center. As described above under **Environmental Setting**, the project site does not contain suitable habitat for any special-status plant or wildlife species (see **Appendix D**). Therefore, the project would not have an adverse effect on special-status species.

Birds protected under the MBTA and sections of the California Fish and Game Code nest on the project site; take of active nests is prohibited under these laws and regulations. The nesting season generally is from February 1 through August 31. If building demolition is scheduled during the nesting season, nesting bird surveys would be conducted and buffers established around any active nests that are found close enough to the construction area to be disturbed by construction activities. There is a low potential for bats to occupy potential roosts on or in the structures prior to demolition. A bat survey would confirm the structures remain unoccupied prior to demolition. The take of active nests or bats would be a **potentially significant** impact. Therefore, implementation of **Mitigation Measure BIO-1** and **Mitigation Measure BIO-2** is required.

Mitigation Measure BIO-1: Nesting Bird Survey

If construction activities are scheduled during the nesting season, a qualified biologist shall perform pre-construction surveys for nesting birds no more than 14 days prior to the initiation of demolition/construction activities during the early season (January through April); and no more than 30 days prior to the initiation of these activities during the late season (May through August). If the construction site remains inactive for more than 1 month during the breeding season and construction would resume during the breeding season, another pre-construction nesting bird survey shall be performed prior to reactivation of construction activities on site within the timeframes noted above. If preconstruction surveys indicate nests are inactive or potential habitat is unoccupied during construction period, no further mitigation is required.

A qualified biologist shall inspect all trees in the project site and within 200 feet of the site for nests. If an active nest is found in proximity to the project area with potential to be disturbed by these activities, the biologist, in consultation with the California Department of Fish and Wildlife, shall determine the extent of the construction-free buffer zone to be established around the nest based on species, location, and planned construction activity (e.g. 50 feet for passerines to 250 to 500 feet for raptors). The avoidance buffer shall be flagged in the field.

The buffer zones shall remain in place until the young have fledged, and are foraging independently and able to disperse from the area of their own ability. Project activities outside buildings shall be confined to daylight hours to prevent impacts to foraging nocturnal avian species. A qualified biologist shall monitor the active nests until it is determined the nest is no longer active, at which time construction activities may commence within the buffer area. The construction-free buffer zone flagging shall be maintained until the qualified biologist determines that the nest is no longer active.

Mitigation Measure BIO-2: Bat Survey

No more than 14 days prior to the initiation of demolition activities, a bat survey shall be conducted by a qualified biologist to confirm the structures are unoccupied. A memorandum documenting completion of the survey shall be submitted to the City of Auburn Planning Department. If bats are found to be present prior to construction, measures to exclude bats or minimize harm to bats present would be developed for review and approval by the City of Auburn Planning Department, and implemented prior to construction.

With implementation of **Mitigation Measure BIO-1** and **Mitigation Measure BIO-2**, potential impacts on nesting birds and bats would be reduced to a less-than-significant level. The impact would be **less than significant with mitigation incorporated**.

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

The project would involve renovation of a PG&E service center. No riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations (or by the CDFW or USFWS) is present on the project site (see **Appendix D**). Therefore, **no impact** would occur.

- c) Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No topographic features remain in the project site that support the presence of surface or groundwater for a duration sufficient to allow development of hydric soils or vegetation adapted for wetland conditions. As described under **Environmental Setting**, no potential wetlands were observed on the project site during the field visit on May 3, 2019 (see **Appendix D**). Therefore, **no impact** would occur.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

The project site does not contain fish habitat; therefore, the project would have no impact on native resident or migratory fish species. As discussed above under **Environmental Setting**, the project site is surrounded by existing commercial and residential development, and does not contain habitat features essential to local and regional wildlife movement, such as linear patches of undisturbed habitat that link larger habitat patches. Birds nest on some of the project structures that would be demolished, and there is a low potential for bats to occupy potential roosts on or in the structures prior to demolition. As discussed above under **Impact a, Mitigation Measure BIO-1**

and **Mitigation Measure BIO-2** would be implemented to avoid impacting nesting birds and bats (see **Appendix D**). Therefore, the impact would be **less than significant**.

e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

Auburn Municipal Code Chapter 161, Tree Preservation, includes provisions for the protection of native trees (City of Auburn, 2019a). However, no trees would be removed or impacted during construction of the project, and no ground disturbance is proposed near oak trees outside of the Engineering Building (see **Appendix A**). Therefore, **no impact** would occur.

V. CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

Environmental Setting

Area of Potential Impact

The Area of Potential Impact (API) includes approximately 10.2 acres at 333 and 343 Sacramento Street, south of Fairgate Street and immediately east of Sacramento Street, in Auburn. The API for architectural history includes the project site and the buildings situated on the project site. The API contains all locations of foreseen direct and indirect impacts associated with the project. The API is confined to the parcel on which construction would occur, given that project construction essentially constitutes improvements to the location, and does not alter the use or setting of the location. The archaeological API includes the entire project site, and includes all areas of the project site that would be subject to ground-disturbing activities.

Historic Architectural Resources

A California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) inventory and evaluation were completed on the PG&E Auburn Service Center (Cardno, Inc., 2018; see **Appendix E**). The investigation consisted of reviewing the results of a record search conducted at the California Historical Resources Information System North Central Information Center (NCIC); focused archival and contextual research at PG&E Engineering Archives, PG&E Photographic Archives in San Francisco, and local repositories; and an intensive built-environment field survey of PG&E's utility yard.

Based on this intensive inventory and background research, it was determined that the Auburn Service Center, an assemblage of buildings developed by PG&E in 1954 to serve as the central maintenance and operations hub for PG&E's Drum Division, and later the Sierra Division, are more than 45 years old, and therefore required evaluation and documentation to determine if the property qualified as a CEQA historical resource.

Archaeological Resources

An intensive pedestrian survey of the archaeological API was conducted on November 6, 2018, by Far Western (Far Western Anthropological Research Group, 2018; see **Appendix E**). The entire API was systematically surveyed using 5- to 10-meter transects. The majority of the API is paved/developed or covered in gravel. Ground visibility in the survey area varied between 0 to 100 percent, with most visibility limited due to pavement, gravel, and grass; however, all visible native ground surfaces were investigated, including surfaces around the perimeter of the paved project site, and around the perimeter of the gravel lot at the northeastern portion of the API.

It appears that portions of the ground surface under the central paved portion of the API may have been graded at some time, because it lies flat below the upward slope at the southeastern end of the API.

The cut banks of a drainage at the northwesternmost portion of the API revealed the stratigraphy in that area, which consists of approximately 30 centimeters of A Horizon above an unweathered C Horizon. No cultural material was observed in this stratigraphy.

- Despite the site boundaries of P-31-003946 plotting in the eastern extent of the API, no features of the site were observed in the API. This was an incorrectly roughly plotted site boundary that does not actually intersect the API.

No prehistoric or historic-era archaeological resources were observed in the API.

Background Research

In September of 2018, an NCIC records search was completed for the purpose of this project (NCIC File No.: PLA-18-91), PG&E's MapGuide Database cultural layer was reviewed (Far Western Anthropological Research Group, 2018). The records searches identified 13 previously recorded cultural resources within the records search radius, all of which are historic-era in age, and one of which is mapped as intersecting the API (P-31-003946). The records searches identified 10 previous studies within 0.25 mile of the API, none of which intersect the API (see **Table 5**).

Table 5
Previously Recorded Cultural Resources

Primary Number (P-31-)	Trinomial (CA-PLA-)	Age	Description	Eligibility for the NRHP or CRHR	Intersects API?
000796	670	Historic-era	Boardman Canal (c. pre-1854).	Needs to be reevaluated (Formerly NRHP Status Code 4).	No
000964	841H	Historic-era	Multiple segments and features associated with the Central Pacific/First Transcontinental Railroad (1860s), now Union Pacific Railroad. Listed on California Inventory of Historic Resources (1976) and the Office of Historic Preservation California Historical Landmarks and California Historical Resources.	Automatically listed in the CRHR – Includes State Historical Landmarks 770 and above and Points of Historical Interest nominated after December 1997 and recommended for listing by the State Historic Resources Commission.	No
003601	N/A	Historic-era	Abandoned Mountain Quarries Railroad Grade (constructed between 1911-1912).	Nominated for listing on the NRHP.	No
003678	N/A	Historic-era	The original components of the City of Auburn's Auburn Park and Parkway District (1948).	Unknown	No
003738	N/A	Historic-era	Historic properties in the City of Auburn (c. 1848). First known as "North Fork" or "Woods Dry Diggings." Listed on the Office of Historic Preservation California Historical Landmarks and California Historical Resources.	Individual property listed in NRHP by the Keeper. Listed in the CRHR.	No

**Table 5
Previously Recorded Cultural Resources**

Primary Number (P-31-)	Trinomial (CA-PLA-)	Age	Description	Eligibility for the NRHP or CRHR	Intersects API?
003794	N/A	Historic-era	250 Sacramento Street, structure (constructed c. 1940). Originally built as the Church of the Nazarene, now Moose Lodge #2264.	Individual property that is eligible for local listing or designation.	No
003797	N/A	Historic-era	Bernhard House and Winery (1860s and 1874), 277 Auburn Folsom Road.	State Historical Landmarks 1-769 and Points of Historical Interest designated prior to January 1998 – Needs to be reevaluated using current standards.	No
003946	N/A	Historic-era	Flint Station (1884-1933), State Relief Agency's camp for single men (1933-41), Camp Flint (1942 to 1945), City of Auburn yard/dump/dog pound (1945-to mid-1960s), and Auburn Dam Overlook (1968 to present).	Identified in Reconnaissance Level Survey: Not evaluated.	Yes, slightly overlaps the northeast extent of the API
004071	N/A	Historic-era	Placer County Central Museum, 1279 High Street (1940).	Appears eligible for NRHP as an individual property through survey evaluation.	No
004072	N/A	Historic-era	1283 High Street, residential structure (c. 1920).	Individual property that is eligible for local listing or designation.	No
004073	N/A	Historic-era	1285 High Street, residential structure (c. 1920).	Individual property that is eligible for local listing or designation.	No
004074	N/A	Historic-era	1287 High Street, residential structure (c. 1920).	Individual property that is eligible for local listing or designation.	No
004075	N/A	Historic-era	1293 High Street, residential structure (c. 1920).	Individual property that is eligible for local listing or designation.	No

Notes:

API = Area of Potential Impact
CRHR = California Register of Historical Resources
N/A = Not applicable
NRHP = National Register of Historic Places

Additionally, a search of the following inventories was conducted: NRHP, CRHR, California Inventory of Historic Resources (1976), and Office of Historic Preservation California Historical Landmarks, California Historical Resources, Directory of Properties in the Historic Property Data File, and Archaeological Determinations of Eligibility.

One additional cultural resource was identified, the Old Auburn Historic District, located immediately north of the API. This resource is listed on the NRHP (NRHP #70000138), California Inventory of Historic Places (1976), and the Office of Historic Preservation California Historical Resources.

PG&E met with representatives of the United Auburn Indian Community (UAIC) at the project site on November 16, 2018 (see **Native American Coordination**, below). UAIC representatives and PG&E cultural resources staff examined the perimeter of the Area of Potential Effects (APE) and observed no cultural material. Underscoring the sensitivity of the area, UAIC representatives noted the proximity of known ethnographic village sites in the project vicinity, and requested the presence of a Native American monitor during at least the initial construction of the project to confirm the lack of sensitivity that seemed evident by the survey. If lack of sensitivity of prehistoric archaeological resources is confirmed, tribal monitoring would cease (Far Western Anthropological Research Group, 2018).

Native American Coordination

A request was sent to the Native American Heritage Commission (NAHC) by PG&E Cultural Resources Specialist Leslie Sakowicz, and a response was received on October 11, 2018. The results of the NAHC search identified sacred sites within the project area. UAIC was identified as the point of contact for more information regarding these resources. Six additional contacts were provided; they were contacted via email and letter as well as by telephone (see **Table 6**). No concerns were identified by those six additional contacts. PG&E met with the UAIC at the API on November 16, 2018. At the meeting, Matthew Moore, Tribal Historic Preservation Officer, and Cherylyn Neider, Cultural Resources Specialist, surveyed the perimeter of the API with PG&E cultural resources specialists, and observed no cultural material. Underscoring the sensitivity of the area, Mr. Moore and Ms. Neider did, however, note the proximity of known ethnographic village sites in the vicinity, and requested the presence of a Native American monitor to be present during at least the initial construction of the project to confirm the lack of sensitivity that seemed evident by the survey. If lack of sensitivity is evident, monitoring will cease. See the table below for a summary of contacts and results.

Table 6
Native American Coordination

Name and Affiliation	Contact Type	Result
Colfax-Todds Valley Consolidated Tribe Pamela Cubbler, Treasurer P.O. Box 4884 Auburn CA 95604 PCubbler@colfaxrancheria.com (530) 320-3943	PG&E emailed project description and location information on 12/02/2018. PG&E emailed project description and location information on 12/17/2018. Left message regarding the project and solicited information/concerns.	No response to date.
Colfax-Todds Valley Consolidated Tribe Clyde Prout, Chairman P.O. Box 4884 Auburn, CA 95604 miwokmaidu@yahoo.com (916) 577-3558	PG&E emailed project description and location information on 12/02/2018. PG&E emailed project description and location information on 12/17/2018. Left message regarding the project and solicited information/concerns.	No response to date.

**Table 6
Native American Coordination**

Name and Affiliation	Contact Type	Result
Shingle Springs Band of Miwok Indians Regina Cuellar, Chairperson P.O. Box 1340 Shingle Springs, CA 95682 rcuellar@ssband.org (530) 387-4970	PG&E emailed project description and location information on 12/02/2018. PG&E emailed project description and location information on 12/17/2018. Left message regarding the project and solicited information/concerns.	Email response received 12/24/2018 from Kara Perry, Cultural Outreach Coordinator. The email stated the following: Shingle Springs is unaware of Cultural Resources in the vicinity. We would like to be kept up to date and request any Cultural Documentation related to the project. If plans change, we would request any updates.
Tsi Akim Maidu Grayson Coney, Cultural Director P.O. Box 510 Browns Valley, CA 95918 tsi-akim-maidu@att.net	PG&E emailed project description and location information on 12/02/2018. PG&E emailed project description and location information on 12/17/2018. Left message regarding the project and solicited information/concerns.	No response to date.
Tsi Akim Maidu Don Ryberg, Chairperson P.O. Box 510 Browns Valley, CA 95918 tsi-akim-maidu@att.net	PG&E emailed project description and location information on 12/02/2018. PG&E emailed project description and location information on 12/17/2018. Left message regarding the project and solicited information/concerns.	No response to date.
United Auburn Indian Community of the Auburn Rancheria Gene Whitehouse, Chairperson 10720 Indian Hill Road Auburn CA 95603 (530) 883-2390 Office	Field meeting with PG&E and Matthew Moore, THPO, and Cherlyn Neider, Cultural Resources Manager on 11/23/2018	Due to high concerns regarding this area, UAIC will have a tribal representative spot-monitor the initial phases of construction; if concerns are assuaged, monitoring will cease.
Washoe Tribe of Nevada and California Darrel Cruz, Cult Res Dept. THPO 919 Highway 395 North Gardnerville, NV 89410 Darrel.Cruz@washoetribe.us	PG&E emailed project description and location information on 12/02/2018. PG&E emailed project description and location information on 12/17/2018. Called and spoke with Mr. Cruz regarding the project and solicited information/concerns.	PG&E spoke with Mr. Cruz on the phone 12/17/2018, and in that conversation, Mr. Cruz deferred to UAIC.

Notes:

PG&E = Pacific Gas and Electric Company

THPO = Tribal Historic Preservation Officer

UAIC = United Auburn Indian Community of the Auburn Rancheria

Regulatory Setting

Federal

The Archaeological Resources Protection Act was enacted “to secure, for the present and future benefit of the American people, the protection of archaeological resources and sites which are on public lands and Indian lands, and to foster increased cooperation and exchange of information between governmental authorities, the professional archaeological community, and private individuals.” (Sec. 2(4)(b)).

State

According to PRC 5020.1(j), a “historical resource” includes: 1) a resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the CRHR (PRC Section 5024.1); 2) a resource included in a local register of historical resources, as defined in PRC Section 5020.1(k) or identified as significant in a historical resource survey meeting the requirements of PRC Section 5024.1(g); and 3) any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided the lead agency’s determination is supported by substantial evidence in light of the whole record (14 California Code of Regulations [CCR] Section 15064.5[a]). Generally, resources must be older than 45 years to qualify for listing on the CRHR.

PRC Section 21083.2 provides that where a project may adversely affect a unique archaeological resource, the lead agency must treat that effect as a significant environmental effect, and provides for more specific mitigation measures if the impact cannot be avoided. PRC Sections 21083.2 and 21084.1 operate independently to ensure that potential effects on archaeological resources are considered as part of a project’s environmental analysis. Either of these benchmarks may indicate that a project may have a potential adverse effect on archaeological resources.

Any human remains encountered during ground-disturbing activities are required to be treated in accordance with CCR Section 15064.5(e) (CEQA), PRC Section 5097.98, California Health and Safety Code Section 7050.5. California law protects Native American burials, skeletal remains, and associated grave goods regardless of their antiquity, and provides for the sensitive treatment and disposition of those remains. Specifically, Section 7050.5 of the California Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner’s authority. If human remains are determined to be of Native American origin, the county coroner must contact the California NAHC within 24 hours of identification. An NAHC representative will then notify a Native American Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. In addition, CEQA Guidelines Section 15064.5 specifies the procedures to be followed in case of the discovery of human remains on non-federal land. The disposition of Native American burials falls under the jurisdiction of the NAHC.

Local

The City of Auburn General Plan Historic Element Goal 1 encourages the preservation of historic resources.

Impacts

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

The cultural resources study for the project included a desktop review, records searches, and a buried-site sensitivity study (Cardno, Inc., 2018). Two previously undocumented historic-era buildings are present within the API. Based on this intensive built-environment inventory and background research, the built-environment resources were evaluated under the criteria of CRHR

and NRHP. The PG&E Auburn Service Center was found to lack significance, and did not appear to meet any of the criteria for listing in either the CRHR or the NRHP. Therefore, the PG&E Auburn Service Center does not appear to be historical resources for the purposes of CEQA, and the project would have **no impact** on cultural resources.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Records searches identified 13 previously recorded cultural resources within the records search radius, one of which is plotted as intersecting the eastern extent of the API (P-31-003946; Far Western Anthropological Research Group, 2018). A historic-era cultural resource (P-31-003946) is mapped as intersecting the eastern extent of the API; however, the pedestrian survey did not identify any features or artifacts of the site within the API. The site record for this resource has not been updated since 1986, and the plot for this site is based on the maps included in the site record; it is likely that this site boundary was roughly plotted and does not accurately represent the boundaries of the site.

Implementation of the project would require ground-disturbing construction activities, including trenching and excavations for foundations. Although unlikely based on the findings of the buried-site sensitivity model, the inadvertent discovery of buried archaeological resources cannot be completely eliminated. Ground-disturbing construction activities would have the potential to inadvertently expose and affect previously unknown archaeological resources, including those that may be eligible for listing in the CRHR. The inadvertent exposure of a previously unknown archaeological resource would be a **potentially significant** impact. Therefore, implementation of **Mitigation Measure CUL-1, Mitigation Measure CUL-2, and Mitigation Measure CUL-3** is required. With implementation of **Mitigation Measure CUL-1, Mitigation Measure CUL-2, and Mitigation Measure CUL-3**, potential impacts on archeological resources, as defined in CEQA Section 15064.5, would be reduced to a less-than-significant level.

Mitigation Measure CUL-1: Cultural Resources Awareness Training

Prior to the issuance of grading permits, the City shall confirm the applicant has required all construction crews to undergo adequate training for the identification of federal- or state-eligible cultural resources; and that the construction crews are aware of the potential for previously undiscovered archaeological resources on site; of the laws protecting these resources, and associated penalties; and of the procedures to follow should they discover cultural resources during project-related work.

Mitigation Measure CUL-2: Cultural Monitor

To address tribal concerns regarding sensitivity concerns, an archeological monitor and tribal monitor shall be present to spot-monitor during the initial phases of the project construction; and if it is clear to the monitor that the proposed development is situated on truncated bedrock or other landform or soil that is confirmed to contain low potential to contain cultural resources, monitoring will cease. The type of bedrock will be confirmed during construction by the cultural monitor.

Mitigation Measure CUL-3: Inadvertent Discovery of Buried Archeological Resources

If any cultural resources are inadvertently exposed during project implementation, the following shall be implemented: construction personnel shall stop all work in the vicinity of the discovery and immediately notify a PG&E cultural resources specialist, who shall determine appropriate action measures. Such measures include stopping ground-disturbing activity near the find; assessment of the nature and extent of the resource, including its eligibility for listing in the NRHP; coordination with the CEQA lead agency; and subsequent recordation and notification based on the results of the assessment. If any new cultural resources are encountered during project activities, all work must be suspended in the vicinity (approximately 100 feet) of the resource, and a PG&E cultural resource specialist shall be immediately notified by calling (925) 708-5051. At that time, the PG&E cultural resource specialist will coordinate any necessary investigations of the site with appropriate specialists.

With implementation of **Mitigation Measure CUL-1**, **Mitigation Measure CUL-2**, and **Mitigation Measure CUL-3**, potential impacts on cultural resources would be reduced to a less-than-significant level. The impact would be **less than significant with mitigation incorporated**.

c) **Disturb any human remains, including those interred outside of formal cemeteries?**

CEQA Section 15064.5 assigns special importance to human remains, and specifies procedures to be used when Native American remains are discovered. These procedures are detailed under PRC Section 5097.98.

No previously recorded archaeological sites known to contain human remains or otherwise have been identified within the APE delineated for the project. The likelihood of inadvertently exposing currently unknown archaeological resources, including those containing human remains during construction, is low, given the results of the archeological pedestrian survey and buried-site sensitivity model. Although the likelihood that human remains are present and undiscovered within the APE is minimal, it is still possible that construction activities could inadvertently expose and affect previously unknown archaeological resources that potentially contain human remains. The inadvertent exposure of previously unidentified human remains would be a **potentially significant impact**. Therefore, implementation of **Mitigation Measure CUL-3** and **Mitigation Measure CUL-4** is required.

Mitigation Measure CUL-4: Treatment of Human Remains

The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activities shall comply with applicable state laws. This shall include immediate notification of the Placer County Coroner; and in the event of the coroner's determination that the human remains are Native American, notification of the California NAHC, which shall appoint a most likely descendent (MLD; PRC Section 5097.98). PG&E and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains, and associated or unassociated funerary objects. The PRC allows 48 hours for the MLD to make recommendations after access has been allowed to the remains. If the MLD and the other parties do not agree on the reburial method, PG&E shall follow Section 5097.98(b) of the PRC, which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."

With implementation of **Mitigation Measure CUL-3** and **Mitigation Measure CUL-4**, potential impacts associated with the discovery of human remains would be reduced to a less-than-significant level because procedures for treatment of human remains established in PRC Section 5097.98 would be followed during ground-disturbing activities. The impact would be **less than significant with mitigation incorporated**.

VI. ENERGY

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Environmental Setting

Grid electricity and natural gas service in the City of Auburn are provided by PG&E, as regulated by the California Public Utilities Commission. PG&E provides electrical service and natural gas to approximately 16 million people throughout its 70,000-square-mile service area in northern and central California. In 2018, PG&E reported that 33 percent of its electricity in 2017 came from renewable resources, including solar, wind, geothermal, biomass, and small hydroelectric sources. Additionally, nearly 80 percent of its total electric power mix came from greenhouse gas (GHG)-free sources (PG&E, 2019). The power mix PG&E provided to customers in 2017 consisted of non-emitting nuclear generation (24 percent), large hydroelectric facilities (12 percent), and eligible renewable resources (33 percent), such as wind, geothermal, biomass, solar, and small hydroelectric facilities. The remaining portion came from natural gas (17 percent) and unspecified power (14 percent). Unspecified power refers to electricity that is not traceable to specific generation sources by any auditable contract trail. In addition, PG&E has plans to increase the use of renewable power as required by state law (PG&E, 2018).

Regulatory Setting

Federal

No federal regulations related to energy are applicable to the project.

State

Title 24 is a collection of energy standards that address the energy efficiency of new (and altered) homes and commercial buildings. Since 1978, California residents are required to meet the energy efficiency standards contained in Title 24, Part 6 of the CCR. Title 24 that require the project to meet a number of conservation standards, including installation of water-efficient fixtures and energy-efficient appliances. CCR Title 24 also regulates energy consumption for the heating, cooling, ventilation, and lighting of residential and nonresidential buildings.

Local

The City of Auburn does not currently have a Climate Action Plan in place, and the City's General Plan does not contain specific goals regarding energy efficiency.

Impacts

a) **Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

Project construction would include the operation of construction vehicles, and debris removal. During project construction, equipment operation would comply with the air district standards that are aimed at reducing air pollution, as outlined in Section III, Air Quality. Such standards, including minimizing idling, ensuring proper maintenance, and using the required tier-level engines, also would minimize the wasteful consumption of energy resources during construction. Additionally, the project would comply with the City's recycling regulations, which require any commercial business to recycle that would generate more than 4 yards of weekly waste. The City of Auburn partnered with Recology to accept construction and demolition debris. With implementation of existing standards, the project would not result in wasteful or unnecessary consumption of energy during construction.

PG&E also desires to achieve a minimum of LEED Silver certification for all aspects of the Engineering building renovation and all new building construction. The LEED building certification program is an initiative of the United States Green Building Council. LEED focuses on encouraging a more sustainable approach to the way buildings are designed, constructed, and operated. For new construction and major renovations, the LEED program has five main categories in which points toward certification can be earned. LEED certification is achieved by reducing water usage, concentrating on energy performance systems and usage of materials and resources in both construction and operations.

The project would be required to comply with applicable energy efficiency standards included in Title 24 of the California Administrative Code and the Appliance Efficiency Regulations. Title 24 requires that the project meet a number of conservation standards, including installation of water-efficient fixtures and energy-efficient appliances. Title 24 also regulates energy consumption for the heating, cooling, ventilation, and lighting of residential and non-residential buildings. Compliance with Title 24 would result in a reduction in the use of fuel, water, and energy. Furthermore, the project would comply with CalGreen requirements related to energy and water conservation.

In addition, because the new buildings would have a lower footprint, project operation would not result in a new need or use of energy. The project would involve more efficient use of fuel and energy, because it includes renovation of a portion of an existing PG&E service center in an urbanized area served by existing utilities and services, and would achieve LEED certification. Therefore, the project would not result in a wasteful, inefficient, or unnecessary consumption of energy, and the impact would be **less than significant**.

b) **Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**

The project would have no effect on California's goals of increasing energy efficiency and renewable use. The project would entail the construction of new energy-efficient buildings. Operational activity, including the number of vehicle trips to the project site, would not increase as a result of the project. Because the project would replace existing buildings and structures with more energy-efficient structures, and would not increase operational activity or vehicle trips to the site, it would not conflict with state energy plans; therefore **no impacts** would occur.

VII. GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Environmental Setting

The project area is not in or near an Alquist-Priolo Earthquake Fault Zone (CGS, 2017). The Placer County foothills are traversed by a series of northwest-trending faults, called the Foothills Fault Zone. The Bear Mountains Fault Zone is the westernmost strand of the Foothills Fault Zone in the Western Sierra Metamorphic Belt. Although the Maidu East Fault (part of the Bear Mountains Fault Zone) is approximately 0.5 mile west of the project site, this fault trace is of late Quaternary age (i.e., displacement has occurred

in the last 1.6 million years), and therefore it is not active. The nearest active fault (i.e., displacement has occurred in the last 11,700 years, during the Holocene epoch) is the Cleveland Hills fault, approximately 42 miles northwest of the project site (Jennings and Bryant, 2010). Active faults are more likely to exhibit surface fault rupture, and to result in strong seismic ground shaking. The western portion of Placer County, where the project site is located, has generally not been seismically active.

The project site is nearly flat; it slopes gently from approximately 1,280 feet above mean sea level (amsl) at the eastern boundary to approximately 1,273 feet amsl along the western boundary. The project site is on a terrace that is approximately 0.25 mile west of the edge of the steeply sloped North Fork American River Canyon.

A project-specific geotechnical report was prepared in November 2019 (Blackburn, 2019). The geotechnical exploration found that in general, the project site is underlain by fill that overlies decomposed to very intensely weathered metavolcanic rock. Because the project site was previously developed with the existing PG&E facilities in the 1950s, it is composed of compacted, consolidated, stable artificial fill. The artificial fill is underlain by stable, Jurassic-age metavolcanic rocks (Gutierrez, 2011). The fill depth, composition, and consistencies are highly variable. For example, at the parking lot the asphalt is over 7 inches of aggregate on top of approximately 15 feet of fill; while the new warehouse would be constructed in an area where fill was encountered at 2 to 10 feet of fill.

Groundwater was observed at about 10 feet below ground surface, and there are no active springs or seeps on the project site (Blackburn, 2019).

Regulatory Setting

Federal

No federal regulations related to geology and soils are applicable to the project.

State

The Alquist-Priolo Geologic Hazards Zone Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act has been amended 10 times, and was renamed the Alquist-Priolo Earthquake Fault Zoning Act on January 1, 1994. The Alquist-Priolo Earthquake Fault Zoning Act's main purpose is to prevent the construction of structures used for human occupancy on the surface trace of active faults, as documented in Special Publication 42 by the California Geological Survey (CGS). The Act only addresses the hazard of surface fault rupture, and is not directed toward other earthquake hazards.

The Seismic Hazards Mapping Act of 1990 was enacted, in part, to address seismic hazards not included in the Alquist-Priolo Act, including strong ground shaking, landslides, and liquefaction. Under this Act, the State Geologist is assigned the responsibility of identifying and mapping seismic hazards. CGS Special Publication 117, adopted in 1997 by the State Mining and Geology Board, constitutes guidelines for evaluating seismic hazards other than surface faulting, and for recommending mitigation measures as required by PRC Section 2695(a). In accordance with the mapping criteria, the CGS seismic hazard zone maps use a ground shaking event that corresponds to 10 percent probability of exceedance in 50 years.

The California Building Code (CBC) 2010 (Revised in 2016) is a part of Title 24 in the CCR, also known as the California Building Standards Code. The CBC incorporates the International Building Code, a model building code adopted across the U.S. These codes provide minimum standards to protect property and public safety by regulating the design and construction of excavations, foundations, building frames, retaining walls, and other building elements to mitigate the effects of seismic shaking and adverse soil conditions. They also regulate grading activities, including drainage and erosion control.

Local

Goal 3 of the City of Auburn General Plan Safety Element indicates hazards to public health, safety, and welfare resulting from natural and man-made hazards should be minimized.

Impacts

a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**

i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)**

The project site is not within or adjacent to a fault zoned under the Alquist-Priolo Earthquake Fault Zone Act, or any other known fault. The nearest fault zoned under the Alquist-Priolo Act is the Cleveland Hill Fault south of Lake Oroville, approximately 42 miles to the northwest (CGS, 2017). Therefore, the project would not cause substantial adverse effects from rupture of an earthquake fault, and **no impact** would occur.

ii) **Strong seismic ground shaking?**

According to the project-specific geotechnical report, the project would experience ground shaking during a seismic event (Blackburn, 2019). However, the project would implement project-specific construction techniques as outlined in the geotechnical engineering report prepared for the project. The project would further comply with the requirements of the CBC, which includes seismic safety design standards; these are uniformly applied to projects in California. The CBC includes measures to ensure that structures can withstand the maximum expected ground shaking without catastrophic failure. The project would be designed to meet the State standards for structural design and site development through Chapter 16, Section 1613, Earthquake Loads of the CBC, to withstand anticipated seismic ground shaking. Although complete avoidance of any damage may not be feasible, industry-standard seismic design measures would be incorporated, in accordance with current building codes. Therefore, the project would not expose people or structures to substantial adverse effects relating to strong seismic ground shaking, and impacts would be **less than significant**.

iii) **Seismic-related ground failure, including liquefaction?**

As outlined in the project-specific geotechnical report, there is no potential for liquefaction at the project site, because hard soil and rock underlie the site at shallow depths (Blackburn, 2019). Therefore, the project would not expose people or structures to substantial adverse effects relating to liquefaction, and **no impacts** would occur.

iv) **Landslides?**

As outlined in the project-specific geotechnical report, there is no potential for landslides at the project site, due to the relatively low topography at the site. Therefore, the project site would not be subject to seismically induced landslide hazards, and **no impacts** would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Project construction would involve removal of the existing structures and some vegetation to accommodate the proposed development. The project site would be graded and excavated to form building pads, followed by construction activities to build the buildings and structures. Site grading and excavation activities would have the potential to cause soil erosion.

As discussed in **Section X, Hydrology and Water Quality**, disturbances to the project site would be greater than 1 acre, requiring coverage under the statewide NPDES General Construction Activities Stormwater Permit (General Permit) through the State Water Resources Control Board (SWRCB). To obtain coverage under the General Permit, a Storm Water Pollution Prevention Plan (SWPPP) would be submitted, which would require implementation of best management practices (BMPs) to minimize erosion and topsoil loss. Potential erosion and transportation of soil particles would be managed through standard construction BMPs, such as installation of silt fences, which would substantially reduce potential sediment transport from the construction site. Other BMPs that would be implemented at the project site would include stabilized construction entrances and storm drain inlet protection. The contractor would be responsible for maintaining these BMPs in good and effective condition.

In addition, consistent with City of Auburn Municipal Code Section 53.019, the project would be required to comply with grading and erosion controls, further minimizing the potential for soil erosion. The project also would be required to comply with the City of Auburn's Zoning Ordinance Chapter 155 as it relates to grading, erosion, and sediment control. With implementation of BMPs required by the SWPPP under the NPDES General Permit and an erosion and sediment control plan, the impact from construction would be **less than significant**.

Following construction, the project site would be landscaped and/or covered in buildings or hardscape features; therefore, erosion or loss of topsoil would not be expected to continue beyond the construction period. Although some soil would be removed during landscaping activities, soil would be replaced, or augmented as needed, and no substantial loss of topsoil would occur. Impacts would be **less than significant**, because the project site does not support substantial topsoil and the potential for soil erosion would be minimized with the use of industry-standard BMPs.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

The project site is composed of stable, compacted, artificial fill underlain by stable Jurassic-age metavolcanic rock. Furthermore, as discussed in the response to Impact a), the project site is not subject to landslide or liquefaction hazards. Therefore, project-related facilities would not be located on unstable geologic units or soils, and **no impact** would occur.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial risks to life or property?

According to the project-specific geotechnical report, the project site has a low potential for expansion, and is not situated on expansive soils (Blackburn, 2019). Therefore, the project would not expose people or structures to substantial adverse effects relating to soil expansion, and **no impact** would occur.

- e) **Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

Septic tanks are not proposed as part of the project, and the project would use the existing connections to the City's sewer system. Therefore, **no impact** would occur.

- f) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Based on a review of geologic mapping prepared by Gutierrez (2011), the project site is located in Jurassic-age metavolcanic rock that is part of the Foothill Melange. Because of the way these rocks were formed—originating from volcanic activity and then buried under the earth's surface and metamorphosed under conditions of high temperature and pressure—they do not contain fossils (Duffield et al., 1975). According to the project-specific geotechnical report there are no overlying native sediments, only fill (Blackburn, 2019). Therefore, project-related earthmoving activities would have **no impact** on unique paleontological resources.

VIII. GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Environmental Setting

Gases that trap heat in the atmosphere are referred to as GHGs because they capture heat radiated from the Sun as it is reflected back into the atmosphere, much like a greenhouse does. The accumulation of GHGs has been implicated as the driving force for global climate change. The primary GHGs are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), ozone, and water vapor.

Although the presence of the primary GHGs in the atmosphere are naturally occurring, CO₂, CH₄, and N₂O also are emitted from human activities, accelerating the rate at which these compounds occur in the Earth's atmosphere. CO₂ emissions are mainly by-products of fossil fuel combustion, whereas CH₄ results from off-gassing associated with agricultural practices and landfills. Other GHGs include hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, and they are generated in certain industrial processes. GHGs typically are reported in carbon dioxide-equivalent (CO₂e) measures.

Global warming potential (GWP) is a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to CO₂. The GWP of a GHG is based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and length of time (i.e., lifetime) that the gas remains in the atmosphere (atmospheric lifetime). The GWP of each gas is measured relative to CO₂, the most abundant GHG. GHGs with lower emission rates than CO₂ may still contribute to climate change because they are more effective at absorbing outgoing infrared radiation than CO₂ (i.e., high GWP). The concept of CO₂-equivalents (CO₂e) is used to account for the different GWP potentials of GHGs to absorb infrared radiation.

Regulatory Setting

Federal

The EPA is the federal agency responsible for implementing the federal CAA. The Supreme Court of the United States ruled on April 2, 2007, that EPA must consider regulation of motor vehicle emissions, and that the EPA had the authority to regulate GHGs. In California, CARB is the agency responsible for coordination and oversight of state and local air pollution control programs, and for implementing the California CAA.

State

Executive Order (EO) S-3-05, signed in June 2005, proclaimed that California is vulnerable to the impacts of climate change. EO S-3-05 declared that increased temperatures could reduce the Sierra Nevada's snowpack, further exacerbate California's air quality problems, and potentially cause a rise in sea levels. To combat those concerns, the EO established total GHG emissions targets. Specifically, emissions are to

be reduced to the 2000 level by 2010; the 1990 level by 2020; and to 80 percent below the 1990 level by 2050.

In 2006, California passed the California Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32; California Health and Safety Code Division 25.5, Sections 38500, et seq.). AB 32 further details and puts into law the mid-term GHG reduction target established in EO S-3-05, which is to reduce statewide GHG emissions to 1990 levels by 2020, and 80 percent below 1990 levels by 2050. AB 32 also identifies CARB as the state agency responsible for the design and implementation of emissions limits, regulations, and other measures to meet the target.

In April 2015, Governor Edmund Brown issued EO B-30-15, establishing a statewide GHG reduction goal of 40 percent below 1990 levels by 2030. The emission reduction target acts as an interim goal between the AB 32 goal (i.e., achieve 1990 emission levels by 2020) and Governor Brown's EO S-03-05 goal of reducing statewide emissions 80 percent below 1990 levels by 2050. In addition, the EO aligns California's 2030 GHG reduction goal with the European Union's reduction target (i.e., 40 percent below 1990 levels by 2030) that was adopted in October 2014.

Senate Bill (SB) 32, signed on September 8, 2016, requires California to reduce GHG emissions to 40 percent below 1990 levels by 2030. The SB 32 2030 target represents reductions needed to ensure California can achieve its longer-term 2050 target of a reduction of GHGs 80 percent below 1990 levels per EO B-30-15.

Local

The PCAPCD has established significance thresholds for GHG emissions to evaluate the impacts of projects on global climate change (PCAPCD, 2016). The PCAPCD recommends the following approach to determine if a project's GHG emissions would result in a significant impact:

- Tier 1 consists of comparing the project's GHG emissions to the de minimis level of 1,100 metric tons (MT) of CO₂e per year. If a project does not exceed this threshold, it would have GHG emissions that are not cumulatively considerable.
- Tier 2 is a bright line threshold level of 10,000 MT CO₂e per year, applied to land use projects' construction phase and stationary projects' construction and operational phases. If a project exceeds this cap, the project would be deemed to have a cumulatively considerable contribution to global climate change. A land use project with GHG operational emissions between 1,100 MT CO₂e and 10,000 MT CO₂e per year can still be found less than cumulatively considerable when the results of the project's related efficiency analysis meets one of the efficiency thresholds below.
- Tier 3 compares the project emissions to efficiency thresholds. The efficiency matrix and de minimis level thresholds are only applied to a land use projects' operational phase. These thresholds are 4.5 MT CO₂e per capita for residential projects in an urban area and 5.5 MT CO₂e per capita for residential projects in a rural area. For nonresidential development, the thresholds are 26.5 MT CO₂e per 1,000 square feet for projects in urban areas and 27.3 MT CO₂e per 1,000 square feet for projects in rural areas. If a project does not exceed the applicable efficiency threshold, it would have GHG emissions that are not cumulatively considerable.

Impacts

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

The impacts associated with GHG emissions generated by the project are related to the emissions from short-term construction. Off-road equipment, materials transport, and worker commutes during construction of the project would generate GHG emissions. Construction activities would

involve renovation of an existing industrial/commercial building (Engineering Building), demolition of three buildings, and construction of new buildings (Warehouse, and Ice Machine building).

Total project construction GHG emissions were estimated using the methodology discussed earlier under **Section III, Air Quality**. The estimated construction-related emissions would be approximately 325 MT CO₂e. Additional modeling assumptions and details are provided in **Appendix A**. Total construction emissions generated by the project are below the bright-line threshold. Therefore, construction-related GHG emissions would be **less than significant**.

The PCAPCD developed GHG emission thresholds based on potential project sizes for different types of land use development. The project would comprise approximately 36,958 square feet of building space in existing and proposed buildings. The operational de minimis threshold of 1,100 MT CO₂e was developed based on a 99,189-square-foot general industrial land use; the operational bright-line threshold of 10,000 MT CO₂e was developed based on a 901,709-square-foot threshold (PCAPCD, 2017). Project operation would involve continued use of an existing PG&E service center and operational activities, including the use of the fueling facility and back-up generator, which are not anticipated to increase beyond existing conditions. In addition, the project would comply with the most recent 2019 CALGreen requirements, which became effective January 1, 2020. The 2019 CALGreen requirements include mandatory measures for all new building construction, which would result in energy conservation and green design features. Therefore, the project is expected to result in an increase in the efficiency of PG&E's regional operations. Because the project development square footage would not exceed the PCAPCD project size screening criteria used to develop the GHG emission thresholds, operational emissions generated by the project would not exceed the de minimis level of 1,100 MT CO₂e, or the bright-line threshold of 10,000 MT CO₂e. Therefore, the project's operational GHG emissions would be **less than significant**.

b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

In 2006, California passed the California Global Warming Solutions Act of 2006 (AB 32; California Health and Safety Code Division 25.5, Sections 38500, et seq.). AB 32 establishes regulatory, reporting, and market mechanisms to achieve quantifiable reductions in GHG emissions, and establishes a cap on statewide GHG emissions. It requires that statewide GHG emissions be reduced to 1990 levels by 2020. In December 2008, CARB adopted its Climate Change Scoping Plan (Scoping Plan), which contains the main strategies California will implement to achieve the required GHG reductions required by AB 32 (CARB, 2014).

CARB approved the first update to the Scoping Plan in 2014 (CARB, 2014). The 2014 Scoping Plan update includes a status of the 2008 Scoping Plan measures and other federal, state, and local efforts to reduce GHG emissions in California, and potential actions to further reduce GHG emissions by 2020. In 2016, the state legislature passed SB 32, which established a 2030 GHG emissions reduction target of 40 percent below 1990 levels. In response to SB 32 and the companion legislation of AB 197, which provides direction for the Scoping Plan Update, CARB released a proposed scoping plan on January 21, 2017. The 2017 Scoping Plan was adopted in November 2017 (CARB, 2017). Although the Scoping Plan and Scoping Plan updates do include some measures that would indirectly address GHG emissions levels associated with construction activity, including the phasing-in of cleaner technology for diesel engine fleets (including construction equipment) and the development of a Low Carbon Fuel Standard, successful implementation of these measures will predominantly depend on the development of future laws and policies at the state level. Therefore, it is assumed that the project would comply with any mandate or standards set forth by the Scoping Plan updates.

The PCAPCD adopted a comprehensive regional policy and guidance on addressing and mitigating GHG emission impacts caused by industrial, commercial, and residential development in the SVAB. As mentioned above, the project would not exceed emission thresholds adopted by PCAPCD.

Because the project's construction and operational GHG emissions would be less than significant, it also would not generate emissions that would impede the State's ability to meet GHG reduction goals. In addition, the project would comply with the most recent 2019 CALGreen requirements, which became effective January 1, 2020. The 2019 CALGreen requirements include mandatory measures for all new building construction, which would result in energy conservation and make a major contribution in meeting the State's goals established by AB 32 and SB 32 for reduction in GHG emissions (CEC, 2018). Therefore, the project would not conflict with any applicable plan, policy, or regulation for the purpose of reducing GHG emissions, and the impact would be **less than significant**.

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | ☐ | ☐ | ☒ | ☐ |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | ☐ | ☐ | ☒ | ☐ |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | ☐ | ☐ | ☐ | ☒ |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | ☐ | ☐ | ☐ | ☒ |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | ☐ | ☐ | ☐ | ☒ |
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | ☐ | ☐ | ☒ | ☐ |
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | ☐ | ☐ | ☐ | ☒ |

Environmental Setting

The project site is an existing PG&E service center, including operations, fleet maintenance, a weld shop, and warehouse buildings. The project site has parking areas for fleet vehicles and staff parking, and storage laydown and covered spoils areas. There is also an existing CNG/LNG fueling facility along Sacramento Street.

Hazardous materials previously used at the project site consisted of hydraulic oil, CO₂, hydrogen, nitrogen/hydrogen, marking paint, cleaners and solvents, treated wood, CNG, batteries, and diesel fuel. Hazardous wastes were kept in a storage building south of the main building on the project site, and were characterized for disposal, as required by applicable federal, state, and local regulations.

AECOM completed the following tasks to evaluate the potential for the presence of recognized environmental conditions at the project site, including potential impacts from known environmental concerns in the surrounding area:

- Reviewed an Environmental Data Resources, Inc., regulatory database search report of known underground storage tanks (USTs), landfills, hazardous waste generation/treatment/storage/disposal facilities, and subsurface contamination in the surrounding area, within specified radii of the project site (EDR, 2018).
- Conducted a reconnaissance-level site visit on November 11, 2018 (where accessible) for obvious evidence of potential contamination, such as current hazardous materials storage or use, unusually stained soils/slabs/pavements, drains/sumps/drums/tanks/electrical transformers, stressed vegetation, and discarded hazardous materials containers.
- Contacted pertinent local regulatory agencies for information about subject property usage and history.

Two statewide databases, the SWRCB's GeoTracker (SWRCB, 2018) and the California Department of Toxic Substances Control's (DTSC's) EnviroStor (DTSC, 2016), were reviewed to determine whether any leaking USTs or hazardous waste and substance sites are present on or adjacent to the project site. The project site is listed as a leaking UST cleanup site, with two separate cases because of gasoline in the groundwater.

- Case 1: In 1988, two 4,000-gallon gasoline USTs, a 6,000-gallon aviation fuel UST, and a 500-gallon waste oil UST, all originally installed in 1953, were excavated and removed, along with 1,116 cubic yards of contaminated soil from three separate excavations.
- Case 2: Between December 2002 and January 2003, the 10,000-gallon gasoline UST, the 4,600-gallon diesel UST, and the 1,000-gallon waste oil UST, along with each dispenser, all associated product piping, and about 22 cubic yards of soil, were excavated and removed from the site. Laboratory results showed that a second unauthorized release of petroleum hydrocarbons had occurred at the site. Once the excavation was complete, a new 1,000-gallon waste oil UST was installed, which was later removed and replaced with a 500-gallon aboveground storage tank.

The respective cleanups were completed, and the Central Valley Water Board staff issued No Further Action letters in January 1997 and February 2011, respectively (SWRCB, 2018).

For Case 2, elevated constituent concentrations were detected in soil, soil vapor, and groundwater beneath the site. However, a combination of over-excavation and natural attenuation has removed about 22 pounds of petroleum hydrocarbons. No hydrocarbons remain in groundwater above water quality objectives; and the only constituent detected during the most recent groundwater sampling event in May 2009 was methyl tert butyl ethene at 4.1 micrograms per liter. The results of a Tier 2 human health risk assessment show that the residual constituents are unlikely to pose a threat to commercial use receptors; and given the site's continued use as a PG&E service center with operating fuel tanks, a commercial use exposure scenario is appropriate for the site (RWQCB, 2011). Additionally, no supply wells or surface water bodies are located within 2,000 feet of the site. Consequently, the remaining constituents are unlikely to pose a threat to human health, or further affect waters of the state as they continue to attenuate. Subsequently, no additional active remediation or monitoring is warranted, and Central Valley Water Board staff concurred with the recommendation for regulatory closure as a low-risk site.

Government Code Section 65962.5 requires the DTSC and the SWRCB to compile and update at least annually a specified list of hazardous materials and waste sites, designated Cortese sites. The project site is not included on lists of hazardous materials and waste sites maintained by the DTSC or SWRCB (Cal EPA, 2019).

Terracon Consultants, Inc. performed a pre-demolition hazardous materials survey from July 9 through 19, 2018. The objective was to identify the presence or absence of asbestos-containing materials, lead-based paint/materials, polychlorinated biphenyls (PCBs) sealants, and other hazardous building materials that would be impacted by the planned demolition of Buildings A, B, C, and D at the project site. Asbestos content was confirmed in 28 of the materials identified, sampled, and analyzed. Lead was detected in multiple paints and building materials. Other hazardous building materials present include mercury-

containing thermostats, fluorescent light tubes, compact fluorescent lightbulbs, suspect PCB lighting ballasts, and mechanical equipment with refrigerants (Terracon, 2018).

During a mercury assessment conducted by PG&E on March 16, 2017, each of the identified areas potentially containing mercury was visually inspected for equipment and instrumentation (valves, controllers, gauges, manometers, thermometers, etc.) that have been historically identified as potentially containing mercury. Although the warehouse areas and storage containers typically contained considerable stored materials, diligent attempts were made to visually inspect the stored materials for potential mercury-containing items and for residual-free mercury. No visible suspect mercury residue was found in any of the surveyed locations. Mercury vapors were measured by a Certified Industrial Hygienist in Building B at the project site. Specifically, mercury vapors were detected at the following locations: 1) inside a shop vacuum stored in a machine shop; 2) the floor level (seams in the concrete flooring) in the machine shop; and 3) inside a metal fire safe on the mezzanine above a meeting room and offices.

On March 22, besides performing a pre-decontamination mercury vapor assessment in the mezzanine, Jacobson James and Associates, Inc (JJ&A) found approximately 30 mercury-containing switches in the metal fire safe in the mezzanine. One switch was found to be leaking, and five others were no longer operational. In addition, mercury vapors were detected on and under the wood floor of the mezzanine, and in the wall space that separates the two rooms below the mezzanine. From March 22 to April 7, 2017, JJ&A conducted two phases of mercury decontamination activities at the project site.

- Phase 1 – Voluntary mercury decontamination activities, which included the detailed reassessment of mercury impacts in the mezzanine and machine shop of Building B, followed by an assessment of worker boots and personal vehicles. Subsequent work included mercury decontamination, removal of mercury-impacted building furniture and materials, and site restoration activities. The decontamination work was performed from March 22 to April 7, 2017 (JJ&A, 2017).
- Phase 2 – Decontamination of a shared wall inside the breakroom and bull room on the first floor of Building B, which occurred between May 21 and June 15, 2018 (ETCI, 2018).

Schools

Placer High School, approximately 0.4 mile to the north, and Sky Ridge Elementary School, approximately 0.8 mile to the south, are the schools closest to the project site (PUHSD, 2019).

Public Airports

The project site is approximately 4 miles from the closest airport, Auburn Municipal Airport; and is outside the airport influence area (Placer County Airport Land Use Commission, 2014).

Emergency Operations Plan

The Placer County Emergency Operations Plan describes potential hazards, such as earthquakes, and defines how Placer County will effectively prepare for, respond to, recover from, and mitigate natural or human-caused disasters, including in Auburn (Placer County, 2010).

Fire Safety

According to the California Department of Forestry and Fire Protection (CAL FIRE) Hazard Severity Zone map for Auburn, the project area is in the Local Responsibility Area Non-Very High Fire Hazard Severity Zone (CAL FIRE, 2008).

The Auburn City Fire Department responds to all calls for emergency services within city limits, including fires, emergency medical incidents, hazardous materials incidents, public assists, traffic and vehicle accidents, and other emergency situations. Station Number 2 (Gietzen Station) at 226 Sacramento Street,

is the closest fire station to the project site. The station is staffed 24 hours a day, and is approximately 0.3 mile northwest of the project site (City of Auburn, 2019b).

Regulatory Setting

Federal

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor is responsible for implementing and enforcing federal laws and regulations that address worker health and safety, including the Occupational Safety and Health Act. OSHA requires training for those using or otherwise handling hazardous materials. Training is to include procedures for personal safety, hazardous-materials storage and handling, and emergency response. Construction workers and operational employees at the project site would be subject to these requirements.

Regulations in Code of Federal Regulations (CFR) Title 29 include requirements to manage and control exposure to lead-based paint and asbestos-containing materials. In California, these requirements are implemented by the California Occupational Safety and Health Administration (Cal/OSHA) under CCR Title 8 (see further discussion of CCR Title 8 below).

The removal and handling of asbestos-containing materials is governed primarily by EPA regulations under CFR Title 40. These regulations require that the appropriate state agency be notified before any demolition or renovation of buildings that could contain asbestos or asbestos-containing materials above a specified threshold.

EPA is responsible for implementing and enforcing federal laws and regulations pertaining to hazardous materials. The primary legislation includes the Resource Conservation and Recovery Act of 1976 (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) and the Emergency Planning and Community Right-to-Know Act (known as SARA Title III). As permitted by RCRA, in 1992, EPA approved California's program called the Hazardous Waste Control Law (HWCL), administered by the DTSC, to regulate hazardous waste in California, discussed in detail below.

Under the Hazardous Materials Transportation Act of 1976, the United States Department of Transportation (DOT), Office of Hazardous Materials Safety, regulates the transportation of hazardous materials and enforces guidelines created to protect human health and the environment and reduce potential impacts to less than significant by creating hazardous material packaging and transportation requirements. DOT provides hazardous materials safety training programs and supervises activities involving hazardous materials. In addition, DOT develops and recommends regulations governing the multimodal transportation of hazardous materials.

The Aboveground Petroleum Storage Act of 1990 and the Spill Prevention, Control, and Countermeasure (SPCC) Rule (amended 2010) of the Oil Pollution Prevention regulation (40 CFR Part 112) require the owner or operator of a tank facility with an aggregate storage capacity greater than 1,320 gallons to notify the local certified unified program agency (CUPA) and prepare an SPCC plan. The SPCC plan must identify appropriate spill containment measures and equipment for diverting spills from sensitive areas, and must discuss facility-specific requirements for the storage system, inspections, recordkeeping, security, and training.

The CWA (33 USC 1251 et seq.) is the major federal legislation governing water quality. The CWA established the basic structure for regulating discharges of pollutants into waters of the United States (not including groundwater). The objective of the act is to restore and maintain the chemical, physical, and biological integrity of the nation's waters. The CWA establishes the basic structure for regulating the discharge of pollutants into waters of the United States.

State

The Cal/OSHA regulations (Title 8) establish requirements for monitoring and personal safety equipment related to worker exposure to hazardous levels of constituents from contaminated soils, vapors, or groundwater. Workers who are in direct contact with soil or groundwater containing hazardous levels of constituents are required to perform all activities in accordance with a hazardous operations site-specific health and safety plan, as outlined in Cal/OSHA standards. The primary intent of the Title 8 requirements is to protect workers; however, compliance with some of these regulations also results in reducing potential hazards to non-construction workers and local residents as a result of site monitoring and reporting requirements and other controls.

As permitted by RCRA, in 1992, EPA approved California's program called the HWCL, administered by DTSC, to regulate hazardous wastes in California. The HWCL differs little from RCRA, although it covers a larger set of materials. Both laws impose cradle-to-grave regulatory systems for handling hazardous wastes in a manner that protects human health and the environment, and would reduce potential resulting impacts to less than significant. The California Health and Safety Code (Section 25141) defines hazardous waste as a waste or combination of waste that may, "...because of its quantity, concentration, or physical, chemical, or infection characteristics:

- (1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitation-reversible illness.
- (2) Pose a substantial present or potential hazard to human health or the environment, due to factors including, but not limited to, carcinogenicity, acute toxicity, chronic toxicity, bioaccumulative properties, or persistence in the environment, when improperly treated, stored, transported, or disposed of or otherwise managed."

These regulations establish criteria for identifying, packaging, and labeling hazardous wastes; prescribe management practices for hazardous wastes; establish permit requirements for hazardous-waste treatment, storage, disposal, and transportation; and identify hazardous waste that commonly would be disposed of in landfills.

The provisions in Government Code Section 65962.5 are commonly referred to as the "Cortese List" (after the Legislator who authored the legislation that enacted it). The list, or a site's presence on the list, has bearing on the local permitting process, as well as on compliance with CEQA. Although the regulation makes reference to the preparation of a "list," many changes have occurred related to web-based information access since the legislation was enacted in 1992; this information is now largely available on the Internet sites of the responsible organizations (Cal EPA, 2019). The "Cortese List" includes:

- List of Hazardous Waste and Substances sites from the DTSC EnviroStor database;
- List of Leaking Underground Storage Tank Sites by County and Fiscal Year from the SWRCB GeoTracker database;
- List of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management unit;
- List of "active" Cease and Desist Orders and Cleanup and Abatement Orders from the SWRCB; and
- List of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC.

The California PRC includes fire safety regulations that restrict the use of equipment that may produce a spark, flame, or fire; require the use of spark arrestors on construction equipment that uses an internal combustion engine; specify requirements for the safe use of gasoline-powered tools in fire hazard areas; and specify fire suppression equipment that must be provided on site for various types of work in fire-prone areas.

The Porter-Cologne Act is California's statutory authority for the protection of water quality. Under the Porter-Cologne Act, the State must adopt water quality policies, plans, and objectives that protect the State's waters for the use and enjoyment of the people. Regional authority for planning, permitting, and enforcement is delegated to the nine Regional Water Quality Control Boards (RWQCBs). The RWQCBs are required to formulate and adopt water quality control plans (also known as basin plans) for all areas of the region, and establish water quality objectives in the plans. The Porter-Cologne Act sets forth the obligations of the SWRCB and RWQCBs to adopt and periodically update water quality control plans that recognize and reflect the differences in existing water quality, the beneficial uses of the region's groundwater and surface water, and local water quality conditions and problems. The Porter-Cologne Act also authorizes the SWRCB and RWQCBs to issue and enforce waste discharge requirements and to implement programs for controlling pollution in State waters.

The California Emergency Response Plan is intended to coordinate emergency services provided by federal, state, and local governments and private agencies. Responding to hazardous-materials incidents is one part of this plan. The plan is administered by the California Governor's Office of Emergency Services, which coordinates the responses of other agencies. Emergency response team members respond and work with local fire and police agencies, emergency medical providers, the California Highway Patrol, CDFW, and the California Department of Transportation (Caltrans).

Local

The designated CUPA for the project is the Placer County Health and Human Services Department. The department is responsible for: (1) the implementation of the Hazardous Materials Business Plan and emergency response plan; and (2) the storage of hazardous materials in USTs and cleanup of petroleum releases. The department must be contacted in the event of a release of hazardous wastes or materials to the environment.

Section 1 of the City of Auburn Ordinance No. 16-03, which amends Sections 100.50, 100.53, 100.54, 100.55, 100.56, 100.58, and 100.59 of Chapter 100 of Title IX of the Auburn Municipal Code directs that when required by the fire code official (Fire Chief), business owners are to submit a Facility Correction Plan to the City Building Department for approval or revision by the City Council. The Facility Correction Plan must demonstrate that hazardous materials stored, dispensed, handled, or used in the facility will be transported, disposed of, or handled in a manner that eliminates the need for further maintenance; that any threat to public health and safety will be eliminated; and that all federal, state, and local requirements will be met to ensure the safe closure or correction of the facility.

Impacts

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Project construction would include the transport, use, and disposal of hazardous materials typically associated with construction activities, such as fuels, oils and lubricants, paints and paint thinners, glues, and cleaning fluids (e.g., solvents). These materials are associated with the fueling, servicing, and repair of vehicles and equipment and application of architectural coatings.

During project operation, hazardous wastes currently used at the project site would continue to be used, including hydraulic oil, CO₂, hydrogen, nitrogen/hydrogen, marking paint, treated wood, CNG, batteries, and diesel fuel. These wastes would be stored in the new materials storage building. PG&E would store, label, and dispose of hazardous materials in accordance with applicable federal, state, and local regulations; and would report any accidental discharges of hazardous materials or other similar substances (where amounts are above the threshold for reportable quantities). All hazardous materials (i.e., fuels) would be transported in appropriate receptacles. If threshold limits are exceeded for fuel storage, an SPCC Plan would be required for the storage of flammable fuel hydrocarbons at the project site. The SPCC Plan would be reviewed by the Placer County Environmental Health Division. Therefore, the potential for significant hazards related to hazardous materials would be **less than significant**.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Implementation of the project could release potentially hazardous materials into the environment via airborne fugitive dust from on-site demolition of structures or disturbance of soils during construction. This type of release may also expose construction workers to residual soil contamination. The existing CNG/LNG fueling facility along Sacramento Street would not be changed and no ground disturbance would occur in this area of the project site; the nearest construction activities would be approximately 60 feet to the southwest and would involve construction of the Ice Machine building. Compliance with applicable federal, state, and local regulations regarding the creation, monitoring, and abatement of fugitive dust during the demolition and construction phases of the project; and for the handling, storage, and disposal of solid waste potentially containing hazardous materials, would ensure that no significant hazards to onsite workers, adjacent residences, or the public are created by the demolition activities or the routine transport, use, or disposal of hazardous substances. The project would also be required to obtain coverage under the SWRCB's Construction General Permit. As part of the Construction General Permit, the contractor would be required to prepare and implement an SWPPP that would include BMPs to prevent accidental spills of hazardous materials during construction. Such BMPs would include:

- Following manufacturer's recommendation on the use, storage, and disposal of chemical products;
- Maintaining vehicles and construction equipment in proper working condition to minimize the potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials;
- Providing secondary containment for any hazardous materials temporarily stored on site;
- Properly disposing of discarded containers of fuels and other chemicals; and
- Staging construction equipment and equipment washing only in designated locations where spills or washing water cannot flow into drainage channels.

As discussed in the response to **Impact a)**, the project would involve the storage, use, and transport of relatively small amounts of potentially hazardous materials during operation. Potentially hazardous materials will not be manufactured on the project site or stored in large quantities.. Use of small quantities of hazardous materials such as fuels, oils, and lubricants, paints and paint thinners, glues, and cleaning fluids (e.g., solvents) during operation would be incidental to the continued use of the site for a utility service center. Hazardous wastes associated with transformers containing insulating oil, and sulfur hexafluoride used in gas-filled circuit breakers would be associated with project operation. PG&E is required to store, label, and dispose of hazardous materials in accordance with applicable federal, state, and local regulations, and to report any accidental discharges of hazardous materials or other similar substances (where amounts are above the threshold for reportable quantities). If threshold limits are exceeded for fuel storage, an SPCC Plan is required for the storage of flammable fuel hydrocarbons at the project site. The SPCC Plan would be reviewed by the Placer County Environmental Health Division.

Therefore, the potential for significant hazards related to hazardous materials would be **less than significant**.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No existing or planned elementary, middle or intermediate, or high schools are within 0.25 mile (1,320 feet) of the project site. Therefore, **no impact** would occur.

- d) **Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

As discussed in the **Environmental Setting** above, the project site is not included on lists of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, **no impact** would occur.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

As discussed in the **Environmental Setting** section above, the project site is approximately 4 miles from the closest airport, Auburn Municipal Airport, and is outside the airport influence area. Therefore, the project would not increase safety hazards for people residing or working in the project area, and **no impact** would occur.

- f) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

The project site is an existing PG&E service center in an urbanized area. The number of workers and visitors accessing the project site during normal and emergency conditions would not increase because of the project; therefore, the project would not adversely affect an emergency evacuation. As discussed in **Section XVII, Transportation**, construction-related traffic is not expected to pose an obstacle to emergency response vehicles, and any temporary increases in traffic volumes related to construction activities are expected to be less than significant. Therefore, the project would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan, and would result in a **less-than-significant impact** on an emergency response plan or emergency evaluation plan.

- g) **Expose people or structures, either directly or indirectly, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?**

The project site is not adjacent to wildlands, and is in a Local Responsibility Area (CAL FIRE, 2007) and a Non-Very High Fire Hazard Severity Zone (CAL FIRE, 2008). The Auburn City Fire Department would be responsible for responding to all fires in the project area, in coordination with the CalFire/Placer County Fire Department. Therefore, the project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. **No impact** would occur.

X. HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in a substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Environmental Setting

The Auburn area generally experiences a Mediterranean-style climate, with hot, dry summers and cold, wet winters. Rainfall occurs primarily from November through March.

The approximately 9.5-acre project site is approximately 0.75 mile to the west and approximately 800 feet in elevation above the North Fork American River. The project site slopes gently from approximately 1,280 feet amsl at the eastern boundary to approximately 1,273 feet amsl along the western boundary. A small area in the northeastern portion of the project site drains towards the northeast (see **Appendix A**). The remainder of the project site drains towards the west-southwest, following the natural elevation contours. Drainage from the project site flows into Auburn Ravine, which flows westward for approximately

34 miles to its confluence with the Sacramento River (City of Auburn, 1993; California Department of Water Resources, 2018).

The project site consists of an existing PG&E service center. The project site is mostly covered with impervious surfaces (i.e., pavement and buildings), except for an undeveloped area in the northern portion of the project site, and a small landscaped area adjacent to Sacramento Street. An existing on-site stormwater drainage system is present, which conveys runoff from the project site to City of Auburn stormwater drainage lateral lines.

Floodplain mapping provided by the Federal Emergency Management Agency classifies the project site as Zone X, an area of minimal flood hazard (FEMA, 2018).

Regulatory Setting

Federal

The CWA is the primary federal legislation governing water quality. The objective of the Act is to restore and maintain the chemical, physical, and biological integrity of the nation's waters. The CWA establishes the basic structure for regulating discharge of pollutants into the waters of the United States and gives the EPA the authority to implement pollution control programs. In California, EPA has delegated authority to the SWRCB and the RWQCBs.

State

In 2000, the SWRCB adopted the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California* (SIP). The SIP establishes implementation provisions for National Toxics Rule and California Toxics Rule priority pollutant criteria, and provisions for chronic toxicity control.

Placer County Water Agency is the groundwater management agency in Placer County. Placer County, Placer County Water Agency, the City of Roseville, the City of Lincoln, and the Nevada Irrigation District have established the West Placer Groundwater Sustainability Agency to manage groundwater in a portion of the North American Sub-basin of the Sacramento Valley Groundwater Basin. A draft Groundwater Sustainability Plan will be developed with a public release draft in early 2021 (West Placer County Water Agency, 2019).

The project is required by law to comply with the provisions of the SWRCB's NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-009-DWQ, as amended by Order 2012-0006-DWQ) (Construction General Permit) (SWRCB, 2012). The Construction General Permit regulates stormwater discharges for construction activities under the CWA, and applies to all land-disturbing construction activities that would disturb 1 acre or more.

Local

The project applicant must submit a notice of intent to discharge to the Central Valley Regional Water Quality Control Board (CVRWQCB), and must prepare and implement an SWPPP that includes BMPs to minimize those discharges. All NPDES permits also have inspection, monitoring and reporting requirements. CVRWQCB requires dischargers to implement construction and operational design features, and BMPs that are specifically intended to reduce the potential for downstream hydromodification. The Construction General Permit also requires implementation of BMPs that are designed to prevent accidental spills of hazardous materials during the construction phase to the maximum extent practicable, and the SWPPP must include procedures for immediate cleanup should any releases occur. CVRWQCB also has the authority to issue waivers to waste discharge reports (WDRs) and/or WDRs for broad categories of low-threat discharge activities that have minimal potential for adverse water quality effects when implemented according to prescribed terms and conditions.

Placer County is subject to the mandates for stormwater discharges as part of the MS4, Phase II of the NPDES small municipal stormwater program (State General Permit Number CAS0000004). This program, which is part of the federal CWA, requires the county to regulate all projects that create and/or replace more than 2,500 square feet of impervious surface. PG&E is required to comply with the requirements of the West Placer Storm Water Quality Design Manual (Placer County, 2018b), which provides design standards for conformance to the NPDES permit requirements. The design manual also provides hydromodification management standards that slow and minimize post-construction stormwater runoff, with the goal of achieving no net increase. Stormwater quality control measures at each project site must be maintained in perpetuity.

Impacts

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The project would require construction over an approximately 7.1-acre portion of the project site. Project construction would require excavation, grading, material stockpiling, and staging at the project site that would temporarily disturb surface soils. These activities would expose soil to the erosive forces of wind and water. Erosion and construction-related wastes have the potential to degrade water quality and beneficial uses if they enter runoff and flow into waterways, potentially altering the dissolved oxygen content, temperature, pH, suspended sediment and turbidity levels, and/or nutrient content of receiving waters; or causing toxic effects in the aquatic environment. Project-related pollutants could ultimately be transported via the storm drainage system to Auburn Ravine, and from there to the Sacramento River, thereby increasing turbidity and degrading water quality. Therefore, project-related construction activities could violate water quality standards, or otherwise substantially degrade water quality.

Because PG&E is required by law to comply with CVRWQCB requirements to obtain WDRs (if applicable) and comply with the provisions therein, to comply with the stormwater design standards contained in the West Placer Storm Water Quality Design Manual, and to prepare and implement an SWPPP with associated BMPs specifically designed to protect beneficial uses of downstream waterbodies in compliance with the federal CWA, the state Porter-Cologne Water Quality Act, and the regional Basin Plan (*Water Quality Control Plan for the Sacramento and San Joaquin River Basins* [CVRWQCB, 2018]). Potential erosion and transportation of soil particles would be managed through standard construction BMPs, such as installation of silt fences, which would substantially reduce potential sediment transport from the project site. Other construction-related contaminants, such as oil and grease, would be managed through appropriate material handling and good housekeeping practices at the project site. Other BMPs that would be implemented at the site would include stabilized construction entrances and storm drain inlet protection. The contractor would be responsible for maintaining these BMPs in good and effective condition. Such measures would include the following:

- Minimize Active Construction Area. The number of access routes, size of staging areas, and the size of the active construction sites would be limited to the minimum necessary to achieve project objectives; and staging areas, storage, equipment laydown, access routes, and parking areas would be established on paved or previously disturbed areas to the extent feasible.
- Implement Erosion Control. Standard construction site erosion control measures would be used where sediment from exposed slopes could erode and enter drainage facilities. Areas of disturbed soils that slope toward drainages would be stabilized when not actively in use, to reduce erosion potential. Materials used for the erosion control measures and sediment barriers would be weed-free.
- Implement Trash Control. Food-related trash items, such as wrappers, cans, bottles, and food scraps, would be disposed in closed containers (trash cans) and removed from the construction site on a regular basis.

- **Hazardous Spill Prevention.** Vehicles and equipment would be maintained in proper working condition, to minimize potential fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. Service/maintenance vehicles would carry materials to absorb leaks or spills. Servicing, refueling, and staging of construction equipment would take place only at designated areas where a spill would not flow to drainages. Equipment washing, if needed, would occur only in designated locations where water could not flow into drainage channels. Hazardous spills would be cleaned up immediately, and contaminated soil would be properly disposed at a licensed facility.
- Storm drain inlets would be labeled to alert construction workers and site users to the destination of stormwater, and to prevent direct discharge of pollutants to the storm drain.
- Using filtration materials on storm drains covers to remove sediments from any water discharges.
- Stabilizing all areas void of vegetation and maintaining erosion control measures continuously from October 15 to April 15, to prevent erosion.

With implementation of existing regulations and the above-outlined BMPs, this impact would be **less than significant**.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The project consists of renovating an approximately 7.1-acre portion of an existing PG&E service yard that is already almost completely covered with impervious surfaces (i.e., pavement and buildings). The project would renovate and replace the existing buildings, and would not result in an increase of impermeable surfaces (see **Project Description** section). New groundwater wells are not proposed as part of the project, and the continued use of the project site for a PG&E service center would not increase the demand for water supply to the extent that any new regional groundwater wells would be necessary to continue to meet regional or local needs. Therefore, **no impact** would occur.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in a substantial erosion or siltation on- or off-site;

The project would not result in additional pervious surfaces being converted to impervious surface that could generate additional stormwater runoff. The project site already has an existing stormwater drainage system, the majority of which would continue to be used. New buildings or structures and modified paving areas would be tied-in to the existing site drainage system. Furthermore, as discussed in **Impact a)** above, PG&E is required by law to prepare and implement an SWPPP with associated BMPs that are specifically designed to reduce erosion and siltation; both on and off site. Finally, PG&E also is required to comply with the requirements of the West Placer Storm Water Quality Design Manual (Placer County, 2018b), which provides design standards and hydromodification requirements for conformance with the County's MS4 NPDES permit requirements. Therefore, the impact would be **less than significant**.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

As described in the Project Description, the project site currently includes 56,193 square feet of buildings. At the conclusion of project construction, the impervious surfaces related

to buildings at the project site would be 36,958—a reduction of 19,235 square feet of impervious surfaces from buildings. However, the remaining square footage would be paved, and used for yard circulation and materials storage; therefore there would be no net change in the total extent of impervious surface at the site. The project site already has an existing stormwater drainage system, the majority of which would continue to be used. New buildings or structures and modified paving areas would be tied-in to the existing site drainage system. Finally, PG&E also must comply with the requirements of the West Placer Storm Water Quality Design Manual (Placer County, 2018b), which provides design standards and hydromodification requirements for conformance with the County's MS4 NPDES permit requirements. Because the project would not increase the amount of impervious surfaces at the project site, the rate and amount of surface runoff would not increase, and therefore would not result in on- or off-site flooding. Therefore, the impact would be **less than significant**.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

As discussed in the response to **Impact a)** and **Impact c)iii)** above, the project would not increase the amount of impervious surfaces at the project site. Furthermore, the project site already has an existing stormwater drainage system, the majority of which would continue to be used. Minor modifications to the on-site drainage system would be implemented as necessary to tie-in the modified facilities. Finally, PG&E also must comply with the requirements of the West Placer Storm Water Quality Design Manual (Placer County, 2018b), which provides design standards and hydromodification requirements for conformance with the County's MS4 NPDES permit requirements. Because stormwater runoff from some of the new/replaced impervious surfaces at the project site cannot feasibly be collected entirely within treatment areas at these locations, stormwater from existing impervious surface areas would also be collected and treated in four new landscape-based treatment areas placed throughout the project site. The landscape-based treatment areas would collect runoff from both existing and replaced impervious areas, the total of which would be equal to or greater than the total new/replaced impervious areas. Therefore, the project would not create or contribute runoff water that would exceed the capacity of existing stormwater drainage systems, or provide additional sources of polluted runoff, and the impact would be **less than significant**.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

The project site is classified as Zone X, an area of minimal flood hazard (FEMA, 2018). Because the project site is approximately 800 feet in elevation above the North Fork American River and the project area is not seismically active, the project would not be exposed to seiche hazards. Due to the long distance from the Pacific Ocean, the project would not be exposed to tsunami hazards. Therefore, pollutants would not be transported off site from flood, tsunami, or seiche hazards, and **no impact** would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

For the reasons discussed in the response to **Impacts a)** and **b)** above, the project would not obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, **no impact** would occur.

XI. LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Environmental Setting

The project site has been used as the PG&E service center since 1954. Existing building/structures on the site include the Engineering Building, three warehouse buildings, support building, weld shop, CNG building, and two telecommunications buildings. There also is an existing CNG/LNG fueling facility along Sacramento Street.

Land uses in the project vicinity include industrial/commercial, recreation, and open space. Single-story industrial/commercial buildings are across Sacramento Street to the west of the project site. Single-story industrial/commercial buildings and associated parking areas and a rail line are to the south of the project site; Railhead Park is further south. Vacant land is to the east and southeast of the project site; Overlook Park is further east. To the north of the project site are a paved parking area and a dirt parking area associated with a small commercial center at the corner of Sacramento Street and Fairgate Road, the Auburn City (Gold Country) Fairgrounds and Event Center, and the Auburn Performance Raceway race track, stadium, arena and sports venue, which is to the northeast of the project site.

The project site is included in the City of Auburn's Industrial (IND) land use designation. The purpose of this land use designation is to provide for the development of industrial areas where suitable land and services exist and with a minimum of land use conflicts. Preferred land uses in the Industrial (IND) land use designation include warehousing, industrial parks, and other light industrial businesses.

The northern portion of the project site, which has been used for overflow parking, is included in the Regional Commercial (C-3) zoning district. The proposed project does not include any construction or change in use of this portion of the property. The remainder of the PG&E property, including the entire area that composes the project site for the proposed renovation project, is included in the City of Auburn's Industrial Park (M-1) zoning district (City of Auburn, 2016a). Permitted uses in the M-1 zoning district include light industrial uses, including warehouses, electrical distribution substations, machine shops, building materials yards, corporation yards, and professional offices.

Regulatory Setting

Federal

No federal regulations related to land use are applicable to the project.

State

No state regulations related to land use are applicable to the project.

Local

The City of Auburn General Plan provides the vision for the City of Auburn. General Plan goals related to the project include:

- Industrial Goal 8: Provide for the development of industrial areas where suitable land and services exist and with a minimum of land use conflicts.
- Open Space Goal 2: Minimize adverse development impacts to the natural environment.
- Noise Goal 2: Protect the economic base of the City by preventing incompatible land uses from encroaching upon existing or planned noise producing uses.
- Safety Goal 4: Protect all residents from hazardous materials and the hazards associated with transport of such materials.

Impacts

a) **Physically divide an established community?**

The project site is in an industrial area that extends along Sacramento Street. The nearest residential community is approximately 0.1 mile south; it is separated from the project site by Railhead Park, the rail line, and other industrial/commercial land uses. The project would not alter the industrial land use of the project site or its relationship to the adjacent and nearby land uses and communities. Therefore, the project would not physically divide an established community, and **no impact** would occur.

b) **Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

The project entails renovating an existing PG&E service center. The continued use of the site is consistent with the purpose of the Industrial (IND) land use designation and the Industrial Park (M-1) zoning district. As outlined in this Initial Study (IS), the project would not conflict with erosion control, water quality, or noise provisions adopted by the City with the intent of avoiding environmental impacts. Therefore, the project would not conflict with land use plans, policies, or regulations, and associated impacts would be **less than significant**.

XII. MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Environmental Setting

Sand and gravel mined in Placer County are used for construction. Construction aggregates are an important building material used in Portland cement concrete, asphalt concrete, plaster, and stucco, and as a road base material. In addition, Placer County is known to contain deposits of other economically valuable minerals such as gold, silver, copper, zinc, and tungsten.

In compliance with the Surface Mining and Reclamation Act, the CGS has established a classification system to indicate the location and significance of key extractive resources (see **Table 7**).

Table 7
California Geological Survey Mineral Land Classification System

Classification	Description
MRZ-1	Areas where available geologic information indicates there is little likelihood for the presence of significant mineral resources.
MRZ-2a	Areas underlain by mineral deposits where geologic data indicate that significant measured or indicated resources are present.
MRZ-2b	Areas underlain by mineral deposits where geologic information indicates that significant inferred resources are present.
MRZ-3a	Areas containing known mineral occurrences of undetermined mineral resource significance.
MRZ-3b	Areas containing inferred mineral occurrences of undetermined mineral resource significance.
MRZ-4	Areas of no known mineral occurrences where geologic information does not rule out either the presence or absence of significant mineral resources.

Note:

MRZ = Mineral Resource Zone.

Source: Loyd, 1995.

Based on the mineral land classification report for Placer County prepared by Loyd (1995), the project site has been classified for mineral resources as follows:

- Placer gold: Mineral Resource Zone (MRZ)-1
- Lode gold, silver, copper, zinc, and tungsten: MRZ-3a
- Construction aggregate: MRZ-4

Furthermore, the project site contains no current or historical mines or mineral prospects (Loyd, 1995).

Regulatory Setting

Federal

No federal regulations related to mineral resources are applicable to the project.

State

No state regulations related to mineral resources are applicable to the project.

Local

Goal 4 of the City of Auburn General Plan Open Space/Conservation Element encourages conservation, utilization, and development of mineral resources.

Impacts

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

The City of Auburn General Plan (City of Auburn, 1993) indicates that the only locally important mineral resource recovery sites are those classified by CGS as MRZ-2. As described in the **Environmental Setting** section above, the project site is not classified as MRZ-2 by CGS, and therefore does not contain any known, regionally important mineral resource deposits (Loyd, 1995). Therefore, **no impact** would occur.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The City of Auburn General Plan (City of Auburn, 1993) indicates that the only locally important mineral resource recovery sites are those classified by CGS as MRZ-2. As described in the **Environmental Setting** section above, the project site is not classified as MRZ-2, and there are no mineral resources at the project site or in the immediate project vicinity, which consists of commercial and industrial development. Therefore, **no impact** would occur.

XIII. NOISE

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

The project site is not within 2 miles of a public airport or private airstrip, and the project would not include the development of noise-sensitive facilities that would be affected by existing aircraft noise. Therefore, significance criteria XIII(c) is not applicable to this project and is not discussed further in this section.

Environmental Setting

The existing noise environment in the project area is influenced by:

- Vehicle traffic, including traffic on Auburn-Folsom Road and Sacramento Street to the west;
- Noise from adjacent industrial uses in the project area; and
- The railroad operations south of the project site.

The nearest noise-sensitive receptors are single-family residential uses, approximately 400 feet northwest of the project site (west of Auburn-Folsom Road and Sacramento Street).

Sound, Noise, and Acoustics

Sound is the mechanical energy of a vibrating object transmitted by pressure waves through a liquid or gaseous medium (e.g., air). Noise is defined as sound that is unwanted (i.e., loud, unexpected, or annoying). Acoustics is the physics of sound.

The amplitude of pressure waves generated by a sound source determines the perceived loudness of that source. A logarithmic scale is used to describe sound pressure level in terms of decibels (dB). The threshold of human hearing (near-total silence) is approximately 0 dB. A doubling of sound energy corresponds to an increase of 3 dB. In other words, when two sources at a given location are each producing sound of the same loudness, the resulting sound level at a given distance from that location is approximately 3 dB higher than the sound level produced by only one of the sources. For example, if one automobile produces a sound pressure level of 70 dB when it passes an observer, two cars passing simultaneously do not produce 140 dB; rather, they combine to produce 73 dB.

The typical human ear is not equally sensitive to all frequencies of the audible sound spectrum. As a consequence, when assessing potential noise impacts, sound is measured using an electronic filter that de-emphasizes the frequencies below 1,000 Hertz (Hz) and above 5,000 Hz in a manner corresponding to the human ear's decreased sensitivity to low and extremely high frequencies, instead of the frequency mid-range. This method of frequency weighting is referred to as A-weighting, and is expressed in units of A-weighted decibels (dBA). All noise levels reported in this section are in terms of A-weighting. There is a strong correlation between A-weighted sound levels and community response to noise. As discussed above, doubling sound energy results in a 3-dB increase in sound. In typical noisy environments, noise-level changes of 1 to 2 dB are generally not perceptible by the healthy human ear; however, people can begin to detect 3-dB increases in noise levels. An increase of 5 dB is generally perceived as distinctly noticeable, and a 10-dB increase is generally perceived as a doubling of loudness. The following are the sound level descriptors commonly used in environmental noise analysis:

- Equivalent sound level (L_{eq}): An average of the sound energy occurring over a specified time period. In effect, the L_{eq} is the steady-state sound level containing the same acoustical energy as the time-varying sound that actually occurs during the same period. The 1-hour, A-weighted equivalent sound level ($L_{eq[h]}$) is the energy average of A-weighted sound levels occurring during a 1-hour period.
- Maximum sound level (L_{max}): The highest instantaneous sound level measured during a specified period.
- Day-Night Noise Level (L_{dn}): The 24-hour L_{eq} with a 10 dB penalty applied during nighttime noise-sensitive hours, 10:00 p.m. through 7:00 a.m. The L_{dn} attempts to account for the fact that noise during this specific period of time is a potential source of disturbance with respect to normal sleeping hours.
- Statistical Descriptor (L_n): The noise level exceeded "n" percent of a specific period of time, generally accepted as an hourly statistic. An L_{10} would be the noise level exceeded 10 percent of the measurement period.

Sound from a localized source (i.e., point source) propagates uniformly outward in a spherical pattern, and the sound level attenuates (decreases) at a rate of 6 dB for each doubling of distance from a point/stationary source. Roadways and highways, and to some extent, moving trains consist of several localized noise sources on a defined path; these are treated as "line" sources, which approximate the effect of several point sources. Sound levels attenuate at a rate of 3 dB for each doubling of distance from a line source. Therefore, noise from a line source attenuates less with distance than noise from a point source with increased distance.

Groundborne Vibration

Groundborne vibration is energy transmitted in waves through the ground. Vibration attenuates at a rate of approximately 50 percent for each doubling of distance from the source. This approach considers only the attenuation from geometric spreading, and tends to provide for a conservative assessment of vibration level at the receiver.

Vibration is an oscillatory motion that can be described in terms of the displacement, velocity, or acceleration. Vibration typically is described by its peak and root-mean-square (RMS) amplitudes. The RMS value can be considered an average value over a given time interval. The peak vibration velocity is the same as the peak particle velocity (PPV), generally presented in units of inches per second (in/sec). PPV is the maximum instantaneous positive or negative peak of the vibration signal, and is generally used to assess the potential for damage to buildings and structures. The RMS amplitude typically is used to assess human annoyance to vibration, and the abbreviation VdB is used in this document for vibration decibels to reduce the potential for confusion with sound decibels.

Existing Noise Environment

The existing noise environment in the project area is primarily influenced by surface-transportation noise emanating from vehicular traffic on Auburn-Folsom Road and Sacramento Street. Existing commercial uses also contribute to the noise environment at existing residential uses in the area due to loading dock activities, parking lot vehicle movements, and people walking and talking. Railroad operations to the south and intermittent noise from outdoor activities at the surrounding residences (e.g., people talking, operation of landscaping equipment, car doors slamming, and dogs barking), also influences the existing noise environment.

An ambient noise survey was conducted from May 22 to 23, 2019 to establish existing noise conditions in the project vicinity. Ambient noise measurements were conducted near existing noise-sensitive uses at various locations in the project area. Noise measurement locations are shown in **Figure 5**. The results of the noise survey are presented in **Table 8**. Two short-term measurements of ambient noise levels were conducted in the project area during daytime hours. As shown in **Table 8**, measured ambient noise levels at the noise-sensitive land uses closest to the project area range from 45 to 63 dBA L_{eq} . One long-term (24-hour) measurement was conducted off the project site. Long-term measurement site LT-1 measured ambient noise levels of 64 dBA L_{dn} , which is relatively low considering that the sound level meter at LT-1 was exposed to railroad operational noise.

Table 8
Summary of Ambient Noise Level Survey Results in the Project Area

Site	Location	Date	Time	Duration	Measured Sound Level, dB				
					Daytime (7 a.m.–7 p.m.)				
					L_{eq}	L_{max}	L_{50}	L_{90}	L_{dn}
LT-1	By Residence at 362 Sacramento Street	May 22 to 23, 2019	19:00	24 hour	63.8	82.9	52.2	45.7	64.1
ST-1	Northeastern corner of Railhead Park	May 23, 2019	13:39	0:15 mins	45.8	58.5	44.3	40.3	NA
ST-2	In front of South Auburn Veterinary Hospital	May 23, 2019	14:06	0:20 mins	59.1	70.7	57.8	53.4	NA

Notes:

dB = decibels

L_{50} = noise level exceeded 50 percent of the time

L_{90} = noise level exceeded 90 percent of the time

L_{dn} = day-night noise level

L_{eq} = equivalent sound level (the sound energy averaged over a continuous period of time)

L_{max} = maximum instantaneous sound level

NA = not applicable

LT = long-term measurement

ST = short-term measurement.

Noise-level measurements were completed using a Larson Davis Laboratories (LDL) Model 824 precision integrating sound-level meter. The meter was calibrated before the measurements using an LDL Model CAL200 acoustical calibrator. The meter was programmed to record A-weighted sound levels using a "slow" response. The equipment used complies with all applicable requirements of the American National Standards Institute for Class 1 sound-level meters (ANSI S1.4).

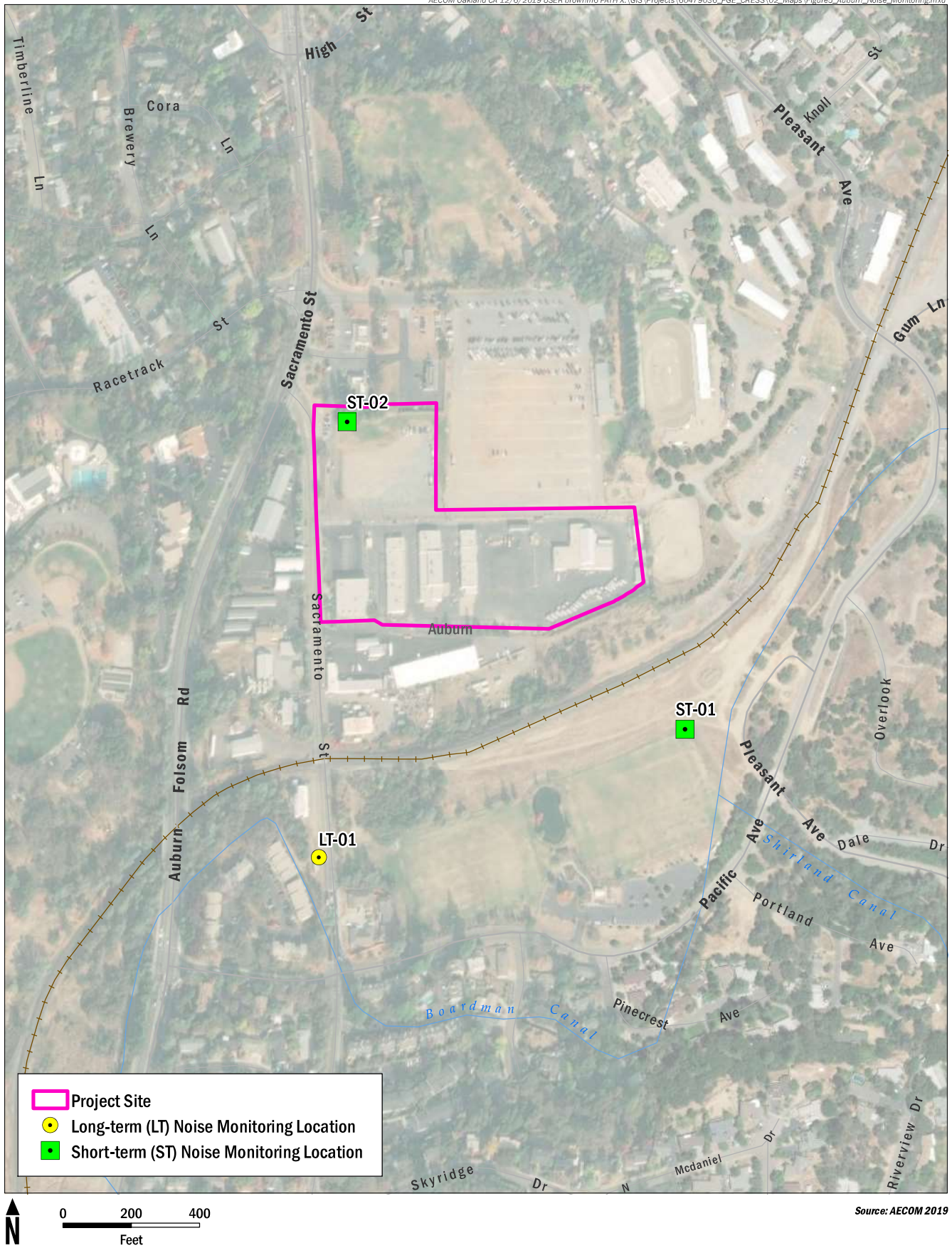


FIGURE 5

Noise Monitoring Locations

Regulatory Setting

Federal

No federal regulations related to noise are applicable to the project.

State

Caltrans' Transportation and Construction Vibration Guidance Manual provides a summary of vibration criteria that have been reported by researchers, organizations, and governmental agencies (Caltrans, 2013). Chapters 6 and 7 of this manual summarize vibration detection and annoyance criteria from various agencies, and provide Caltrans' recommended guidelines and thresholds for evaluating potential vibration impacts on buildings and humans from transportation and construction projects. These thresholds are summarized in **Table 9** and **Table 10**.

Table 9
Caltrans' Vibration Threshold Criteria for Building Damage

Structural Integrity	Maximum PPV (in/sec) ¹	
	Transient	Continuous
Extremely fragile buildings, ruins, monuments	0.12	0.08
Fragile buildings	0.20	0.10
Historic and some older buildings	0.50	0.25
Older residential structures	0.50	0.30
New residential structures	1.00	0.50
Modern industrial and commercial structures	2.00	0.50

Source: Caltrans, 2013

1. Vibration impacts to buildings are usually discussed in terms of PPV in in/sec.

Caltrans = California Department of Transportation

in/sec = inches per second

PPV = peak particle velocity

Table 10
Caltrans' Vibration Threshold Criteria for Human Response

Human Response	Maximum PPV (in/sec) ¹	
	Transient	Continuous
Barely perceptible	0.035	0.012
Distinctly perceptible	0.24	0.035
Strongly perceptible	0.90	0.10
Severely perceptible	2.00	0.40

Source: Caltrans, 2013

1. Vibration impacts to buildings are usually discussed in terms of PPV in in/sec.

Caltrans = California Department of Transportation

in/sec = inches per second

PPV = peak particle velocity

Local

The City of Auburn's General Plan Noise Element establishes land use noise compatibility guidelines for development, and day/night sound level limits for new projects (City of Auburn, 1993). The City's Municipal Code (Title IX General Regulations, Chapter 93 Loud and Unusual Noises, Section 9309 Unlawful Acts (J) Construction or repair of buildings) limits construction to Monday through Friday from 7 a.m. to 6 p.m. (masonry and roofing work may start at 6 a.m. between June 1 and September 30), Saturdays from 9 a.m. to 5 p.m., and Sundays and holidays from 10 a.m. to 6 p.m. (City of Auburn, 2016b). Any noise from the

above activities, including from any equipment used for these activities, is not to produce noise levels in excess of the following: (a) Saturdays: 80 dBA, when measured at a distance of 25 feet; (b) Sundays and observed holidays: 70 dBA, when measured at a distance of 25 feet.

Impacts

- a) **Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Short-term Project-Generated Construction Source Noise

Construction activities are typically carried out in phases, each with its own noise characteristics based on the construction equipment mix in use at a given time and duration of the activity. Heavy and impact equipment typically generate higher noise levels than other types of equipment. Demolition of three buildings and construction of proposed buildings and structures would occur on the project site, and include site preparation (e.g., excavation and construction); material transport; construction of the new facilities and related support structures; and other miscellaneous activities (e.g., paving). Site preparation generates the highest anticipated noise levels because the equipment mix would include earth-moving equipment such as scrapers, dozers, loaders, and a motor grader. The simultaneous operation of on-site construction equipment associated with the proposed project, as identified above, could result in combined noise levels up to approximately 86 dB L_{eq} at 50 feet from the center of construction activity. Based on the equipment noise levels, usage factors, and a typical noise-attenuation rate of 6 dB per doubling of distance, exterior noise levels at noise-sensitive receptors within 100 feet of the project site could be as high as 80 dB L_{eq} . Based on the Federal Highway Administration Roadway Construction Noise Model, noise levels for individual project equipment can range from 79 to 84 dB L_{max} at 50 feet. **Table 11** summarizes modeled construction noise levels compared to existing noise levels at noise-sensitive locations measured during the ambient noise survey.

Table 11
Ambient and Project Construction Noise Levels at Closest Sensitive Receptors

Receiver	Distance (feet) From Acoustical Center Between Noise-Sensitive Receiver locations and Proposed Construction Areas	Exterior Noise Level, dBA L_{eq}		Interior Noise Level, dBA L_{eq}	
		Ambient Noise	Project Noise	Project Noise, Doors/Windows Open	Project Noise, Doors/Windows Closed (EPA) ¹
LT-01 ²	660	64	58	43	33
ST-01	450	46	62	NA	NA
ST-02	330	59	65	50	40

Notes:

Refer to **Appendix B** for modeling input parameters and output results.

1. Closed windows typically provide 10 dBA L_{eq} noise attenuation.
2. The nearest residences are approximately 400 feet northwest of the project site. The dominant noise source for these residences is Auburn Folsom Road; they are shielded from the project site by terrain and intervening buildings. A representative short-term measurement for these residences was taken to the east of Auburn Folsom Road at ST-02. Residences represented by LT-01 include apartments and balconies at a higher elevation with greater exposure to the project site.

dBA = A-weighted decibels

EPA = Environmental Protection Agency;

L_{eq} = equivalent sound level

LT = long-term measurement

ST = short-term measurement.

Sources: EPA, 1974; FHWA, 2006; FTA, 2018.

As shown in **Table 11**, noise-sensitive receptors represented by ST-1 would only be exposed to project construction during daytime hours because it is a park use. Residential noise-sensitive receptors are represented by LT-1, and commercial uses are represented by ST-2 in **Table 11**. Commercial uses are not considered sensitive, and residential uses would not be exposed to excessive project construction noise due to the distance between the receptors and the project site, and existing traffic noise levels emanating from Auburn-Folsom Road and Sacramento Street.

Noise from permitted construction activities that do not occur during the more noise-sensitive hours (e.g., evening, nighttime, and early morning) is exempt from daytime noise standards. The City of Auburn Municipal Code does not limit construction noise levels from Monday through Friday; however, the code limits levels at 25 feet on Saturday and Sunday to 80 and 70 dBA, respectively. The operation of heavy construction equipment during project construction would be limited to Monday through Friday. If weekend construction activities are necessary, they would be conducted in accordance with the noise limits established in the City's Municipal Code. Therefore, project construction would not exceed the City noise standards, and the impact would be **less than significant**.

Increase in Project Area Traffic

After construction, the project would generate vehicle trips to the project site on local roadways. However, the project would not increase the number of employee or vendors trips; therefore there would be no increase compared to existing traffic volumes on local roadways (i.e., the project would not double traffic on existing roadways, nor increase significantly over existing use). Because the project would not increase traffic, project-generated traffic noise impacts would be **less than significant**.

Long-term Project-Generated Stationary Source Noise

The operation of the project would continue to generate mechanical equipment operations, parking lot noise (e.g., opening and closing of vehicle doors, people talking, car alarms), truck deliveries and trash pickups (e.g., use of forklifts, hydraulic lifts), generators, and heating, ventilation, and control equipment (heating, ventilation, and air conditioning) similar to existing operations. The City's General Plan Noise Element (City of Auburn, 1993) establishes land use noise compatibility guidelines for development at up to 75 dBA Community Noise Equivalent Level for office buildings, retail, and commercial. The nearest noise-sensitive receptor to the project site are residences, approximately 400 feet northwest of the project site, and adjacent to Auburn-Folsom Road. Therefore, no noise-sensitive receptors are in close proximity to the project site that would be affected by operational noise on the project site, and no new significant noise sources are proposed. Therefore, the impact of long-term project-generated stationary source noise would be **less than significant**.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Construction activities have the potential to result in varying degrees of temporary groundborne vibration, depending on the specific construction equipment used and operations involved. Vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance.

As discussed above, on-site construction equipment would include scrapers, dozers, loaders, and a motor grader. According to the Federal Transit Administration (FTA), vibration levels associated with the use of a large dozer are 0.089 in/sec PPV and 87 VdB (referenced to 1 microinch per second, based on the RMS velocity amplitude) of 25 feet. **Table 12** summarizes modeled construction vibration levels at noise-sensitive locations.

Table 12
Project Construction Vibration Levels at Closest Sensitive Receptors

Receiver	Location	Distance Between Noise-Sensitive Uses and Proposed Construction Areas (feet)	Project, Vibration Levels	
			PPV	VdB
LT-01 ¹	By Residence at 362 Sacramento Street	660	0.001	44
ST-01	Northeastern corner of Railhead Park	450	0.001	49
ST-02	In front of South Auburn Veterinary Hospital	330	0.002	53

Notes:

¹ The nearest residences are approximately 400 feet northwest of the project site. The dominant noise source for these residences is Auburn Folsom Road; they are shielded from the project site by terrain and intervening buildings. A representative short-term measurement for these residences was taken to the east of Auburn Folsom Road at ST-02. Residences represented by LT-01 include apartments and balconies at a higher elevation with greater exposure to the project site.

PPV = peak particle velocity

LT = long-term measurement

ST = short-term measurement.

VdB = vibration decibels

Source: FTA, 2018.

Using FTA's recommended procedure for applying a propagation adjustment to these reference levels, predicted worst-case vibration levels of approximately 0.002 in/sec PPV and 53 VdB at the closest existing sensitive receptor could occur. These vibration levels would not exceed Caltrans's recommended standard of 0.2 in/sec PPV (Caltrans, 2013) with respect to the prevention of structural damage for normal buildings, or the FTA's maximum-acceptable vibration standard of 80 VdB (FTA, 2018) with respect to human annoyance for residential uses. The long-term operation of the project would not include vibration sources, and short-term construction would not result in the exposure of persons or structures to or generation of excessive groundborne vibration or groundborne noise levels. There would be truck trips during construction and operation of the proposed project. Heavy truck traffic can generate groundborne vibration, which varies considerably depending on vehicle type, weight, and pavement conditions. However, groundborne vibration levels generated from vehicular traffic are not typically perceptible outside of the road right-of-way for rubber-tired vehicles (FTA, 2018). Therefore, the impact of groundborne vibration or groundborne noise levels would be **less than significant**.

XIV. POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Environmental Setting

The project site is in a commercial/industrial area, and the nearest housing is approximately 400 feet northwest of the project site. In 2019, there were approximately 6,350 total housing units in Auburn. An estimated 6,018 of these housing units were occupied, which equates to a vacancy rate of 5.2 percent (DOF, 2019).

On a typical day, the PG&E service center is expected to be used by approximately 66 staff. Up to approximately 85 staff are expected to use the project site on the busiest days or during emergency operations.

Regulatory Setting

Federal

No federal regulations related to population and housing are applicable to the project.

State

No state regulations related to population and housing are applicable to the project.

Local

Goal 1 of the City of Auburn General Plan Housing Element encourages the provision of housing that meet the needs of all Auburn residents in terms of type, density, and cost.

Impacts

- a) **Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

The project would involve renovation of a portion of an existing PG&E service center. The number of staff using the project site would not increase. The project would not involve construction of any new housing, or extend roads or other infrastructure off site. Therefore, the project would not cause substantial population growth, either directly or indirectly, and the project would have **no impact**.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The project would involve renovation of a portion of an existing PG&E service center. No housing is on the project site. Therefore, the project would not displace existing housing. **No impact** would occur.

XV. PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

Environmental Setting

Fire Protection

The project site is served by the Auburn City Fire Department. The nearest fire station is Station Number 2 (Gietzen Station), approximately 0.3 mile northwest of the project site at 226 Sacramento Street. The station has two fire engines and one rescue vehicle (City of Auburn, 2019b). The City of Auburn Fire Department participates in the Western Placer County Fire Chief's Association Cooperative Response Agreement, where fire agencies have agreed to automatically support each other on fire incidents using the closest available resource. In addition, the City of Auburn has a contractual agreement with the CAL FIRE for additional wildfire resources; through this agreement, CAL FIRE responds to incidents in the City of Auburn with state-owned and state-operated equipment, just as it would to incidents within a State Responsibility Area (City of Auburn, 2019b).

Police Protection

The project site is served by the Auburn Police Department at 1215 Lincoln Way, approximately 0.5 mile north of the project site. The Auburn Police Department has 15 sworn officers (City of Auburn, 2019c). Additional law enforcement assistance is provided in the area by the Placer County Sheriff's Department and the California Highway Patrol.

Schools

The project site is in the Auburn Union Elementary and Placer Union High School Districts (Auburn Union School District, 2018; PUHSD, 2019).

Parks

Park facilities in the project area are maintained by the Auburn Area Recreation and Park District; see **Section XVI, Recreation**, for details related to park locations and amenities.

Other Public Facilities

The City of Auburn Public Library is at 350 Nevada Street, approximately 1 mile northwest of the project site. The Canyon View Community Center is at 471 Maidu Drive, approximately 0.75 mile southeast of the project site.

Regulatory Setting

Federal

No federal regulations related to public services are applicable to the project.

State

No state regulations related to public services are applicable to the project.

Local

Goals 9 and 10 of the City of Auburn General Plan Public Element encourage the development of a land use pattern that can be adequately served with community facilities and urban services and establishment of a development rate that allows public service providers to keep pace with growth.

Impacts

- a) **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire, police, schools, parks, or other public facilities?**

The project involves renovating an existing PG&E service center, and would not result in an increase in the demand for fire/emergency response or law enforcement services. Because the project would not involve development of new housing that could cause population growth, it would not generate new students or increase the need for new or expanded school facilities, parks, or other public services. Therefore, **no impact** on public services would occur.

XVI. RECREATION

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Environmental Setting

There are several parks and recreational facilities in close proximity to the project site. Fast Friday's Motorcycle Speedway is approximately 250 feet northeast of the project site, at 1273 High Street. Speedway racing occurs every Friday night during the summer. The Gold Country Fairgrounds and Event Center is approximately 650 feet north of the project site, adjacent to and west of the motorcycle speedway. The events center facility hosts a variety of events throughout the year, including the annual Gold Country Fair in September. The events center also includes facilities for recreational vehicle camping. Parking for the events center and overflow parking for the motorcycle speedway is at 209 Fairgate Road, immediately adjacent to and north of the project site. Railhead Park, at 175 Pacific Avenue, is approximately 350 feet south of the project site. The park includes two large soccer fields, a small pond, picnic area, playground, and restrooms. The approximately 20-acre Auburn Recreation Park is approximately 500 feet west of the project site, at 123 Recreation Drive. Park facilities include the Marsha Skinner Memorial Sierra Pool, Stella Irving Dance Studio, three baseball diamonds, basketball courts, bocce ball courts, two playgrounds, picnic tables, BBQ pits, and restrooms (Auburn Area Recreation and Park District, 2018). The North Fork American River also is approximately 0.75 mile east of the project site. The river affords opportunities for rafting, kayaking, fishing, hiking, and camping.

Regulatory Setting

Federal

No federal regulations related to recreation are applicable to the project.

State

No state regulations related to recreation are applicable to the project.

Local

Goal 9 of the City of Auburn General Plan Public Element and Goals 3 and 5 of the Open Space/Conservation Element encourage the development of a land use pattern that can be adequately served with community recreation facilities, and the creation and protection of open space and recreational resources.

Impacts

- a) **Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

The project does not involve the construction of any new housing that would generate new residents who would increase the use of existing recreational facilities. The project consists of renovation of an existing PG&E service center in an industrial/commercial area. The project is confined to the existing PG&E property. Project-related construction equipment and personnel would be staged on site. Sacramento Street, which provides access to the project site for vehicles and cyclists, would not require lane closures. Therefore, the project would not affect the use of existing neighborhood and regional parks, and **no impact** would occur.

- b) **Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

The project consists of renovation of an existing PG&E service center in an industrial/commercial area. The project is confined to the existing PG&E property. The project would not require the construction or expansion of recreational facilities, which could have an adverse physical effect on the environment. Therefore, **no impact** would occur.

XVII. TRANSPORTATION

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Environmental Setting

The main access to the project site is from Sacramento Street and Auburn Folsom Road, west of the project site.

No federal plans, policies, regulations, or laws related to transportation/traffic apply to the project.

Local public transit is provided by Auburn Transit, which operates a deviated fixed-route service in Auburn and portions of unincorporated Placer County, including one route (Blue) that directly serves the project site with stops along Sacramento Street at Auburn Folsom Road and at Pacific Avenue (City of Auburn, 2019d). Regional transit in Auburn is provided by Placer County Transit (Placer Commuter Express, Highway 49, Auburn to Light Rail, and Colfax/Alta routes), the Capitol Corridor intercity rail service, and Gold Country Stage (Route 5). These services can be accessed at the Capitol Corridor's Auburn Station (Nevada Street at Fulweller Avenue).

Sidewalks are provided along Auburn Folsom Road and several other roadways in the project area, but may be discontinuous in some areas (e.g., along portions of Sacramento Street). No dedicated bikeways are along any project area roadways.

Regulatory Setting

Federal

No federal regulations related to transportation are applicable to the project.

State

No state regulations related to transportation are applicable to the project.

Local

Relevant local programs, plans, ordinances, and policies include the following:

- *Metropolitan/regional plans:* SACOG 2016 Metropolitan Transportation Plan/Sustainable Communities Strategy: Building a Sustainable System (SACOG, 2016).
- *General plans:* City of Auburn General Plan (City of Auburn, 1993); Placer County General Plan (updated May 2013) (Placer County, 2013).
- *Local transportation plans:* Placer County 2036 Regional Transportation Plan (PCTPA, 2016).
- *Transit plans:* City of Auburn Short Range Transit Plan (2011); Placer County Transit Short Range Transit Plan 2018-2025 (PCTPA, 2018).
- *Active transportation plans:* City of Auburn Bikeway Master Plan (City of Auburn, 2002); Placer County Regional Bikeway Plan (Placer County, 2018a); SACOG Regional Bicycle, Pedestrian, and Trails Master Plan (SACOG, 2015).

These plans, programs, ordinances, and policies include various goals and objectives related to safety, sustainability, efficiency, and other aspects of transportation, such as promoting use of transit and non-motorized (active) transportation modes.

Impacts

- a) **Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?**

Operation

The project site is in a commercial/industrial area, and is a currently operating PG&E service center generating existing activity on transportation facilities serving the project site.

Transportation activity related to project operations primarily would involve workers traveling to and from the project site, and equipment/material deliveries. As described in the Project Description, the project involves renovation of a portion of an existing PG&E service center, including demolition or renovation of existing buildings and structures, and construction of new buildings and structures. The project would result in a reduction of approximately 19,235 square feet in total building area at the project site, and the number of staff on regular days. Up to 85 staff are expected to continue using the project site during regional response activities and emergency events.

Because the overall employee count at the project site would be lower, the project would represent a net decrease in activity on surrounding transit, roadway, bicycle, and pedestrian facilities on regular days. Although the project includes some operational activities related to regional response during emergencies (e.g., storms, wildfires), any associated increases in transportation activity would be temporary, and the number of workers on peak days during these emergency periods would not exceed the number of workers that have used the existing PG&E service center.

In addition, the project does not involve any physical changes to transit service or to transit, roadway, bicycle, and pedestrian facilities, and existing site ingress and egress along Sacramento Street would be maintained to provide access for the project, as described in the Project Description.

Therefore, operation would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, and impacts would be **less than significant**.

Construction

With respect to traffic impacts associated with project construction, this analysis used the screening criterion recommended by the Institute of Transportation Engineers (ITE) (1988) for assessing effects of construction projects that create temporary traffic increases. To account for the large percentage of heavy trucks associated with typical construction projects, ITE recommends a threshold of 50 or more new peak-direction (one-way) trips during the peak hour.

Project construction activities, construction staging, and vehicle parking would occur primarily on the project site, outside the right-of-way of public roadways. However, construction would involve the transport of materials and heavy equipment (by truck), and commute trips to and from the site by construction workers, most (if not all) of which would likely use personal vehicles. Construction trucks would be expected to use freeways, major arterials, and other designated haul routes when traveling to and from the project site.

Although construction trucks and construction worker traffic could result in a temporary, short-term increase in vehicle traffic in the vicinity of the project site, any such increase would not exceed ITE's recommended threshold of 50 or more new peak-direction trips during the peak hour, and would likely not be sufficient to have a material effect on transit, roadway, bicycle, or pedestrian facilities. In addition, no travel lane or sidewalk closures, no bus reroutes or bus stop relocations, and no roadway detours are anticipated. Therefore, construction would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, and impacts would be **less than significant**.

b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Neither the City of Auburn nor Placer County have adopted revised significance thresholds based on VMT. However, the Governor's Office of Planning and Research has issued a technical advisory on the application of VMT thresholds for determining the significance of transportation impacts associated with land use development, recommending an average VMT per capita or per employee that is 15 percent below that of existing development as a reasonable threshold.

However, as mentioned under Impact a), the project involves renovating an existing PG&E service center. Therefore, VMT associated with project operations represents existing VMT already on the roadway network. Given the relatively minimal scale of expected construction activities, project construction also is unlikely to substantially increase VMT above existing conditions.

Therefore, project construction and operations would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b), and this impact would be **less than significant**.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

As discussed under Impact a), project operations and construction would not involve any physical changes to transit, roadway, bicycle, and pedestrian facilities; and existing site ingress and egress along Sacramento Street would be maintained to provide access for the project. The project involves renovation of a portion of an existing PG&E service center, but would not involve a change of use at the project site, which is surrounded by several other light industrial and related uses (e.g., recycling/scrap metal processing, diesel fuel supply, hardware retail, motorcycle speedway). Therefore, the project would not substantially increase hazards due to a geometric design feature or incompatible uses, and this impact would be **less than significant**.

d) Result in inadequate emergency access?

Implementing the project would not require any road closures. The addition of worker and construction vehicle trips to the roadway network serving the project site would not be substantial relative to existing traffic volumes, and would not disrupt traffic flows on these roadways because roadway network changes would not be required, and the project would be constructed on an existing PG&E site. Most project construction activities would occur off-road and within the facility boundary; therefore, traffic flow would not be significantly interrupted on any roadway. Construction-related traffic increases would be minimal relative to existing traffic volumes and roadway capacity, and would be temporary. Therefore, the project would not impair or interfere with emergency access to local roads, and would not result in traffic delays that could substantially increase emergency response times or impede emergency vehicle access. Therefore, this impact would be **less than significant**.

XVIII. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Environmental Setting

A tribal cultural resource (TCR) is defined in PRC Section 21074 as a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe, that also is either (a) included or determined to be eligible for inclusion in the CRHR; or (b) included in a local historic register as defined in PRC Section 5020.1(k).

As discussed in **Section V**, Cultural Resources, no known CRHR-eligible or otherwise eligible cultural resources were identified within the project site. A buried site sensitivity model indicates a low to lowest potential for subsurface prehistoric resources within the APE. The UAIC has noted the proximity of known ethnographic village sites in the project vicinity.

AB 52 requires lead agencies to contact Native American tribes that are culturally or traditionally affiliated with the geographic area in which a project is located within 14 days of a determination that an application for a project is complete, or a decision by a public agency to undertake a project. Notified tribes have 30 days to request consultation with the lead agency to discuss potential impacts on TCRs, and measures for addressing those impacts.

On July 24, 2019, the City of Auburn Planning Division mailed a notification regarding TCRs and CEQA to Native American tribal representatives who requested notification. The City received no responses during the 30-day comment period.

Regulatory Setting

Federal

No federal regulations related to TCRs are applicable to the project.

State

AB 52, approved in September 2014, and effective January 2015, and codified under PRC Section 21080.3.1 and 3.2, establishes a formal consultation process with both federally and non-federally recognized California Native American Tribes to identify potential significant impacts to TCRs, as defined by the CEQA statute (PRC Section 21074). TCRs are defined as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are included or determined to be eligible for inclusion in the CRHR or the local register of historical resources; or is a resource that the lead agency, at its discretion and supported by substantial evidence, determines should be treated as a TCR.

Prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency must provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if the tribe has submitted prior written request to be notified. The tribe must respond to the lead agency within 30 days of the receipt of notification if it wishes to engage in consultation on the project. The lead agency must begin the consultation process within 30 days of receiving the request for consultation.

Local

No local regulations related to TCRs are applicable to the project.

Impacts

- a) **Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**
 - i) **Cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?**

As discussed above under **Environmental Setting** and in **Section V, Cultural Resources**, no known CRHR-eligible or otherwise eligible cultural resources were identified within the project site. A low potential to encounter cultural resources within the APE is expected based on extensive previous ground disturbances, and the results of a buried site sensitivity model and pedestrian survey. Although unlikely, the inadvertent discovery of buried archaeological resources that meet the definition of TCRs as defined in PRC Section 5020.1(k) cannot be completely eliminated. Ground-disturbing construction activities would have the potential to inadvertently expose and affect previously unknown TCRs. The inadvertent exposure of a previously unknown TCR as defined in PRC Section 5020.1(k) would be a **potentially significant** impact. The UAIC has noted the proximity of known ethnographic village sites in the project vicinity, and has requested the presence of a Native American monitor to be present during at least the initial construction of the project to confirm the lack of sensitivity that seemed evident during the pedestrian survey. If a lack of sensitivity is evident, monitoring would cease. With implementation of **Mitigation Measure CUL-1, Mitigation Measure CUL-2, Mitigation Measure CUL-3,**

and **Mitigation Measure CUL-4**, described in **Section V, Cultural Resources**, potential impacts on TCRs, as defined in PRC Section 5020.1(k), would be reduced to a less-than-significant level. The impact would be **less than significant with mitigation incorporated**.

- ii) **Cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?**

As discussed above under **Impact i**, the inadvertent discovery of buried archaeological resources meeting the definition of TCRs cannot be completely eliminated. Ground-disturbing construction activities would have the potential to inadvertently expose and affect previously unknown TCRs. The inadvertent exposure of a previously unknown TCR, as defined in PRC Section 5024.1, would be a **potentially significant** impact. With implementation of **Mitigation Measure CUL-1, Mitigation Measure CUL-2, Mitigation Measure CUL-3, and Mitigation Measure CUL-4**, described in **Section V, Cultural Resources**, potential impacts on TCRs, as defined in PRC Section 5024.1, would be reduced to a less-than-significant level. The impact would be **less than significant with mitigation incorporated**.

XIX. UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Environmental Setting

The project site is an existing PG&E service center in a commercial/industrial area. The project area is served by existing utilities and service systems as outlined below.

Sanitary Sewer System

The City wastewater treatment plant is located west of the city in the Ophir area. The plant is permitted to discharge its treated effluent into Auburn Ravine Creek to a maximum flow of 1.65 million gallons per day (MGD). The effluent is treated to what is commonly referred to as tertiary treatment, which is the highest level of treatment required by the State of California.

The City also maintains more than 85 miles of wastewater collection lines and more than 1,500 manholes throughout the City. This network of pipes collects sewage from residences and businesses within the city and transports it to the treatment plant. The City also maintains 11 sewer lift stations.

Sewer connection fees are collected with the issuance of building permits or at a request to connect to the City's sewer system. Wastewater is collected by sewer lines and conveyed to the city treatment plant for

treatment. The capacity (average dry-weather flow) of the plant is 1.65 MGD. The plant is permitted to discharge its treated effluent into Auburn Ravine Creek (City of Auburn, 2019e).

Water System

Domestic water service to the project site is provided by the Placer County Water Agency. The agency currently delivers approximately 116,500 acre-feet per year within its Western Water System and provides approximately 23,600 acre-feet per year of untreated water to neighboring purveyors for treatment and resale, serving a total population of over 200,000 people in Placer County directly or indirectly with treated and irrigation water. Auburn is in Upper Zone 1, which includes Auburn and surrounding communities. Due to its location, upper Zone 1 can only be supplied PG&E water. PG&E diverts water from the Bear and Yuba Rivers and delivers that water to the agency through the Bear River, Wise Canal, and South Canal. The Placer County Water Agency then treats this supply at the Auburn and Bowman water treatment plants prior to direct deliveries to its customers. It also delivers untreated water to treatment plants in lower Zone 1. The Auburn and Bowman water treatment plants have capacities of 8 MGD and 7 MGD respectively (PCWA, 2015). The 2015 Urban Water Management Plan (UWMP) specifically assesses the availability of supplies to meet future demands during normal, single-dry and multiple dry years. According to the plan, the Placer County Water Agency has highly reliable water supplies and does not project a shortage. In addition, the plan outlines water shortage actions, for dry years.

Solid Waste

Solid waste in the project area is collected by Recology Auburn Placer, a licensed private disposal company. Solid waste is transported to the company's transfer station on Shale Ridge Road, and then to the Placer County Western Regional Landfill (City of Auburn, 2019f; Placer County, 2019b).

Recology Auburn Placer is the City of Auburn's franchised refuse collection hauler for residential and commercial customers.

Other Services

Gas and electric services are provided to Auburn by PG&E (City of Auburn, 2019g). Telephone services are provided by AT&T.

Regulatory Setting

Federal

The Safe Drinking Water Act, the principal federal law intended to ensure safe drinking water to the public, was enacted in 1974, and has been amended several times since it came into law. The Safe Drinking Water Act authorizes the EPA to set national standards for drinking water, called the National Primary Drinking Water Regulations, to protect against both naturally occurring and man-made contaminants. These standards set enforceable maximum contaminant levels in drinking water, and require all water providers in the United States to treat water to remove contaminants, except for private wells serving fewer than 25 people. In California, the State Department of Health Services conducts most enforcement activities. If a water system does not meet standards, it is the water supplier's responsibility to notify its customers.

State

Through the Urban Water Management Planning Act of 1983, the California Water Code requires all urban water suppliers in California to prepare and adopt a UWMP, and update it every 5 years. This requirement applies to all suppliers providing water to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually. One of the purposes of the UWMPs is to identify measures to meet SB X7-7 requirements that mandate a 20 percent reduction of per capita water use and agricultural water use

throughout the State by 2020. These UWMPs evaluate the water supply capacity and the projected water demands of the service area over a 20- or 25-year planning horizon.

The updated state Model Landscape Ordinance requires cities and counties to adopt landscape water conservation ordinances by February 1, 2016, or to adopt a different ordinance that is at least as effective in conserving water as the updated Model Landscape Ordinance.

The Sanitary District Act of 1923 (Health and Safety Code Section 6400 *et seq.*) authorizes the formation of sanitation districts; and enforces the Districts to construct, operate, and maintain facilities for the collection, treatment, and disposal of wastewater. The Act was amended in 1949 to allow the districts to also provide solid waste management and disposal services, including refuse transfer and resource recovery.

California's Integrated Waste Management Act of 1989, AB 939, subsequently amended by SB 1016, set a requirement for cities and counties throughout the state to divert 50 percent of all solid waste from landfills by January 1, 2000 through source reduction, recycling, and composting. To help achieve this, the Act required that each city and county prepare and submit a Source Reduction and Recycling Element. AB 939 also established the goal for all California counties to provide at least 15 years of ongoing landfill capacity.

In 2007, SB 1016 amended AB 939 to establish a per capita disposal measurement system. The per capita disposal measurement system is based on two factors: a jurisdiction's reported total disposal of solid waste, divided by a jurisdiction's population. The California Integrated Waste Management Board was replaced by the California Department of Resources Recycling and Recovery (CalRecycle) in 2010. CalRecycle sets a target per capita disposal rate for each jurisdiction. Each jurisdiction must submit an annual report to CalRecycle with an update of its progress in implementing diversion programs, and its current per capita disposal rate. In 2016, the statewide residential per capita disposal rate was 4.9 pounds per resident per day, and the statewide employee per capita disposal rate was 11.4 pound per employee per day. In 2011, AB 341 was passed, which sets a State policy goal of not less than 75 percent of solid waste that is generated to be source reduced, recycled, or composted by the year 2020. CalRecycle was required to submit a report to the legislature by January 1, 2014 outlining the strategy that will be used to achieve this policy goal.

On July 17, 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Part 11, Title 24, CCR, known as "CALGreen") was adopted as part of the California Building Standards Code to apply to the planning, design, operation, construction, use, and occupancy of every newly constructed building or structure throughout California, unless otherwise indicated in the code. Section 4.408, Construction Waste Reduction Disposal and Recycling, mandates that, in the absence of a more stringent local ordinance, a minimum of 50 percent of non-hazardous construction and demolition debris must be recycled or salvaged. This Code requires that project applicants prepare a Waste Management Plan for on-site sorting or construction debris, which is submitted to the City of Auburn for approval.

Local

Goals 9 and 10 of the City of Auburn General Plan Public Element encourage the development of a land use pattern that can be adequately served with urban services, and establishment of a development rate that allows public service providers to keep pace with growth.

Impacts

- a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications**

facilities, the construction or relocation of which could cause significant environmental effects?

Aside from general connection improvements, no new improvements to utilities would need to be constructed for the project, including for water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications. This impact would be **less than significant**.

- b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

Water would continue to be supplied to the project site primarily by the Placer County Water Agency, to meet potable water demands. The project would not result in an increase in operational activity, employees, or site visitors. In addition, the project would include water-efficient features, which would minimize water use compared to existing uses. For these reasons, the existing water entitlements would be adequate to serve the project. Therefore, this impact would be **less than significant**.

- c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

The project would not result in an increase in operational activity, employees, or site visitors. In addition, the project would include water-efficient features, which would minimize water use compared to existing uses. For these reasons, the project would not require the construction of new sewer lines or wastewater treatment facilities, or the expansion of existing facilities to serve the project in addition to the system's existing commitments. Therefore, this impact would be **less than significant**.

- d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

The debris generated during construction and the solid waste generated during operation would be recycled whenever feasible, in accordance with applicable laws, ordinances, and regulatory requirements. The remaining solid waste generated from project construction and operation would not substantially affect the expected life of the Placer County Western Regional Landfill, because the project would not result in an increase in operational activity, employees, or site visitors. Therefore, this impact would be **less than significant**.

- e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?**

The project would not increase solid waste, because it would not result an increase in operational activity, employees, or site visitors. The project would be required to comply with federal, state, and local statutes and regulations related to solid waste. Therefore, **no impact** would occur.

XX. WILDFIRE

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Environmental Setting

According to the CAL FIRE Hazard Severity Zone map for Auburn, the project area is not in a high fire hazard severity zone (CAL FIRE, 2008). The nearest local or state very high fire hazard severity zones are approximately 0.25 mile northeast of the project site. The project includes renovation of an existing PG&E service center in an urbanized area of Auburn. Therefore, the significance criteria for evaluating wildfire-related impacts are not applicable to this project, and are not discussed further in this IS.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Impacts

- a) **Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?**

As evaluated in this IS/MND, the project would not substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory. However, as discussed in **Section IV, Biological Resources**, and **Section V, Cultural Resources**, with implementation of Mitigation Measures BIO-1 and BIO-2, and **Mitigation Measures CUL-1 through CUL-4**, potential project impacts would be reduced to less than significant on biological and cultural resources. Therefore, impacts from the project would be **less than significant with mitigation incorporated**.

- b) **Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are**

considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

The project involves renovation of an existing PG&E service center; implementation of the project would not result in an increase in operational and other activities. No other similar projects are planned in the project area, and the area is currently developed with industrial uses. The project would comply with all applicable regulations, as discussed in this document. Projects completed in the past also implemented mitigation as necessary. Similarly, future projects would be required to implement mitigation measures for potential impacts. In addition, the project would implement mitigation measures as described in this document to lessen any potential environmental impacts. For example, **Mitigation Measure BIO-1** and **Mitigation Measure BIO-2** would lower potential impacts to migratory birds and bats, while **Mitigation Measures CUL-1** through **CUL-4** would lower impacts on cultural resources.

Cumulative impacts relating to GHG emissions and criteria air pollutants are based on the project-level analysis provided previously because the impacts are cumulative in nature. Emissions from construction and operation of the project would not be restricted to the project site boundaries. Therefore, based on the analysis provided above in **Section III, Air Quality**, and **Section VIII, Greenhouse Gas Emissions**, the impact would be **less than significant**.

Therefore, because the project would have no significant impacts, it would not otherwise combine with impacts of related development to add considerably to any cumulative impacts in the region. Cumulative impacts would be **less than significant**.

c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Through compliance with applicable regulations, the project's impact on air quality, noise, and hazardous materials would be less than significant, or no impact would occur. Therefore, the overall impact would be **less than significant with mitigation incorporated**.

REFERENCES

- AECOM. 2019. PG&E Auburn Sacramento Street Renovation Project – Biological Resources Survey. Memorandum from Mandi McElroy, Sarah Flaherty, and Jon Stead to Greg Holisko, Pacific Gas and Electric Company. May 15.
- Auburn Area Recreation and Park District. 2018. Facilities. Available online at: <http://www.auburnrec.com/facilities.php>. Accessed June 3, 2019.
- Auburn Union School District. 2018. District Boundaries. Available online at: <http://www.auburn.k12.ca.us/District-Info/District-Boundaries/index.html>. Accessed June 3, 2019.
- Blackburn Consulting (Blackburn). 2019. Geotechnical Report PG&E Sacramento Street Facilities. November.
- California Air Resources Board (CARB). 2005. Air Quality and Land Use Handbook: A Community Health Perspective. Available online at: <https://ww3.arb.ca.gov/ch/handbook.pdf>.
- California Air Resources Board (CARB). 2014. First Update to the Climate Change Scoping Plan: Building on the Framework. Pursuant to AB 32, the California Global Warming Solutions Act of 2006. Available online at: http://www.arb.ca.gov/cc/scopingplan/2013_update/first_update_climate_change_scoping_plan.pdf.
- California Air Resources Board (CARB). 2016. Ambient Air Quality Standards. May 2. Available online at: <https://www.arb.ca.gov/research/aaqs/aaqs2.pdf>.
- California Air Resources Board (CARB). 2017. California's 2017 Climate Change Scoping Plan. Available online at: https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017_es.pdf.
- California Department of Conservation (CDC). 2016 (April). Placer County Important Farmland 2016. *Farmland Mapping and Monitoring Program*. Division of Land Resources. Available online at: <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2016/pla16.pdf>.
- California Department of Finance (DOF). 2019. E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2019 with 2010 Census Benchmark. Released May 1. Available online at: <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>. Accessed June 3, 2019.
- California Department of Forestry and Fire Protection (CAL FIRE). 2007. *Local Responsibility Area Map, City of Auburn, Placer County, CA*. November 6.
- California Department of Forestry and Fire Protection (CAL FIRE). 2008. Very High Fire Hazard Severity Zones in LRA. Fire and Resource Assessment Program. November 24. Available online at: http://www.fire.ca.gov/fire_prevention/fhsz_maps/FHSZ/placer/Auburn.pdf.
- California Department of Toxic Substances Control (DTSC). 2016. *EnviroStor Database*. Available online at: <http://www.envirostor.dtsc.ca.gov>. Accessed November 15, 2018.
- California Department of Transportation (Caltrans). 2013 (September). *Transportation and Construction Induced Vibration Guidance Manual*. Sacramento, California.
- California Department of Transportation (Caltrans). 2019. Available online at: http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm.

- California Department of Water Resources. 2018. Figure 1, Assessment Vicinity Map, Auburn Ravine Fish Passage Improvement Assessment. Available online at: <https://auburnravine.org/wp-content/uploads/2018/08/Auburn-Ravine-DWR-map-Aug-2018-11x17.pdf>. Accessed July 3, 2019.
- California Energy Commission (CEC). 2018. 2019 Standards Notice of Proposed Action. Available online at: <https://ww2.energy.ca.gov/title24/2019standards/rulemaking/documents/>.
- California Environmental Protection Agency (Cal EPA). 2019. *Cortese List Data Resources*. Available online at: <https://calepa.ca.gov/SiteCleanup/CorteseList/>. Accessed June 19, 2019.
- California Geological Survey (CGS). 2017. Alquist-Priolo Earthquake Fault Zone Maps. Available online at: <http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps>. Accessed July 2, 2019.
- Cardno, Inc. 2018. California Register of Historical Resources and National Register of Historic Places Inventory and Evaluation Report: PG&E Auburn Service Center Renovation Project. Placer County, California. December. Report prepared for Pacific Gas and Electric Company, San Francisco.
- Central Valley Regional Water Quality Control Board (CVRWQCB). 2018. *The Water Quality Control Plan (Basin Plan) for the Sacramento and San Joaquin River Basins*. Available online at: https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/#basinplans. Accessed July 3, 2019.
- City of Auburn. 1993. City of Auburn General Plan: 1992-2012. November. Available online at: <https://www.auburn.ca.gov/DocumentCenter/View/625/City-of-Auburn---General-Plan?bidId=November>.
- City of Auburn. 2002. City of Auburn Bikeway Master Plan. Prepared by Placer County Transportation Planning Agency. April.
- City of Auburn. 2016a. City of Auburn Zoning Map. Available online at: <http://www.auburn.ca.gov/DocumentCenter/View/135/City-of-Auburn-Zoning-Map-PDF?bidId=>.
- City of Auburn. 2016b. Auburn Municipal Code. Title IX General Regulations, Chapter 93 Loud and Unusual Noises, Section 9309 Unlawful Acts (J) Construction or repair of buildings.
- City of Auburn. 2019a. Auburn Municipal Code. 2019 S-24 Supplement. Current through Ordinance 19-02, effective March 25. Available online at: [http://library.amlegal.com/nxt/gateway.dll/California/auburn_ca/cityofauburncaliforniamunicipalcode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:auburn_ca](http://library.amlegal.com/nxt/gateway.dll/California/auburn_ca/cityofauburncaliforniamunicipalcode?f=templates$fn=default.htm$3.0$vid=amlegal:auburn_ca).
- City of Auburn. 2019b. Fire. Available online at: <https://www.auburn.ca.gov/159/Fire>. Accessed June 3, 2019.
- City of Auburn. 2019c. Auburn Police Department, Staff Directory. Available online at: <http://www.auburn.ca.gov/Directory.aspx?did=10>. Accessed June 3, 2019.
- City of Auburn. 2019d. Route Map. Available online at: <https://www.auburn.ca.gov/DocumentCenter/View/590/Route-Map?bidId=>. Accessed June 3, 2019.
- City of Auburn. 2019e. Sewer. Available online at: <https://www.auburn.ca.gov/191/Sewer>. Accessed June 3, 2019.
- City of Auburn. 2019f. Solid & Hazardous Waste. Available online at: <https://www.auburn.ca.gov/189/Solid-Hazardous-Waste>. Accessed June 3, 2019.

- City of Auburn. 2019g. Local Utilities. Available online at: <https://www.auburn.ca.gov/455/Local-Utilities>. Accessed June 3, 2019.
- Environmental Data Resources, Inc. (EDR). 2018. Radius Map with GeoCheck®. Prepared for SAFCA Cleveland Avenue. Inquiry number 5384414.2. Shelton, Connecticut. November 19.
- Duffield, W.A., and R.V. Sharp. 1975. Geology of the Sierra Foothills Melange and Adjacent Areas, Amador County, California. U.S. Geological Survey Professional Papers 827:1-30. Available online at: <https://pubs.usgs.gov/pp/0827/report.pdf>.
- ETCI. 2018. *Mercury Decontamination Competition Report, Auburn Service Center, 343 Sacramento Street, Auburn, California*. August 21.
- Far Western Anthropological Research Group. 2018. Cultural Resources Constraints Report. 343 Sac Street Development. November 27. Report prepared for Pacific Gas and Electric Company, San Francisco.
- Federal Emergency Management Agency (FEMA). 2018. FEMA Flood Map Service Center, Flood Insurance Rate Map. Available online at: <https://msc.fema.gov/portal/search?AddressQuery=auburn%2C%20ca#searchresultsanchor>. Accessed July 2, 2019.
- Federal Highway Administration (FHWA). 2006. Roadway Construction Noise Model.
- Federal Transit Administration (FTA). 2018 (September). *Transit Noise and Vibration Impact Assessment*. Washington, DC. Prepared by: Harris Miller & Hanson Inc., Burlington, Massachusetts.
- Gutierrez, C.I. 2011. *Preliminary Geologic Map of the Sacramento 30' x 60' Quadrangle, California*. California Geological Survey. Sacramento, California.
- Institute of Transportation Engineers (ITE). 1988. *Summary of a Proposed Recommended Practice*, Traffic Access and Impact Studies for Site Development, by the Transportation Planners Council of the Institute of Transportation Engineers. ITE Journal. August.
- Jacobson James and Associates, Inc. (JJ&A). 2017. *Phase 1 Mercury Decontamination Completion Memorandum, PG&E Auburn Service Center*. June 19, 2019.
- Jennings, C.W. and W.A. Bryant. 2010. *2010 Fault Activity Map of California*. Available online at: <http://maps.conservation.ca.gov/cgs/fam/>. Accessed July 2, 2019.
- Loyd, R. 1995. *Mineral Land Classification of Placer County, California*. Open-File Report 95-10. California Division of Mines and Geology. Sacramento, California.
- Office of Environmental Health Hazard Assessment (OEHHHA). 2015. Air Toxics Hot Spots Program Risk Assessment Guidelines. Available online at <https://oehha.ca.gov/media/downloads/crn/2015guidancemanual.pdf>.
- Pacific Gas and Electric Company (PG&E). 2018. PG&E Clean Energy Deliveries Already Meet Future Goals. Available online at: https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20180220_pge_clean_energy_deliveries_already_meet_future_goals. Accessed March 2019.
- Pacific Gas and Electric Company (PG&E). 2019. Company Profile. Available online at: https://www.pge.com/en_US/about-pge/company-information/profile/profile.page. Accessed March 2019.
- Placer County. 2010. Placer County Emergency Operations Plan.

Placer County General Plan. 2013. Placer County General Plan. Countywide General Plan Policy Document. Update approved by Board of Supervisors May 21.

Placer County. 2018a. Placer County Regional Bikeway Plan. 2018 Update. June.

Placer County. 2018b. West Placer Storm Water Quality Design Manual. Available online at: <https://www.placer.ca.gov/DocumentCenter/View/1610/West-Placer-Storm-Water-Quality-Design-Manual-PDF>. Accessed July 3, 2019.

Placer County. 2019a. County of Placer Zoning Maps. Available online at: http://maps.placer.ca.gov/Html5viewer/Index.html?configBase=http://arcgis/Geocortex/Essentials/REST/sites/LIS_Public/viewers/LIS_Base-Public/virtualdirectory/Resources/Config/Default. Accessed: June 25, 2019.

Placer County. 2019b. Garbage & Recycling. Available online at: <https://www.placer.ca.gov/1789/Garbage-Recycling>. Accessed June 3, 2019.

Placer County Air Pollution Control District (PCAPCD). 2016. Placer County Air Pollution Control District Policy – Review of Land Use Projects under CEQA. Available online at: <https://www.placerair.org/DocumentCenter/View/2060/Review-of-Land-Use-Projects-Under-CEQA-Policy-PDF>. Adopted October 13, 2016.

Placer County Air Pollution Control District (PCAPCD). 2017. CEQA Handbook. Available online at: <https://www.placerair.org/1801/CEQA-Handbook>.

Placer County Transportation Agency (PCTPA). 2011. City of Auburn Short Range Transit Plan. August.

Placer County Transportation Agency (PCTPA). 2016. Final Placer County 2036 Regional Transportation Plan. February 12.

Placer County Transportation Agency (PCTPA). 2018. Placer County Transit Short Range Transit Plan 2018-2025. Final. August 9.

Placer County Water Agency (PCWA). 2015. 2015 Urban Water Management Plan. Available online at: <https://cdn.cosmicjs.com/8f300fc0-70c5-11e8-a5be-c3d0d175fd82-PCWA%202015%20UWMP%20-%20Final%207.14.16.pdf>

Placer Union High School District (PUHSD). 2019. My School Locator. Available online at: <https://betalocator.decisioninsite.com/?StudyID=162328>. Accessed June 3.

Regional Water Quality Control Board (RWQCB). 2011. No Further Action Required Memorandum, Pacific Gas and Electric Company Service Center, 343 Sacramento Street, Auburn, Placer County, LUSTIS # 310397. February 8.

Sacramento Area Council of Governments (SACOG). 2015. Regional Bicycle, Pedestrian, and Trails Master Plan. April 16.

Sacramento Area Council of Governments (SACOG). 2016. 2016 Metropolitan Transportation Plan/Sustainable Communities Strategy: Building a Sustainable System. February 18.

Sacramento Metropolitan Air Quality Management District (SMAQMD). 2016. 2015 Triennial Progress Report. Available online at: [http://www.airquality.org/ProgramCoordination/Documents/11\)%20%202015TriennialReportandProgressRevision.pdf](http://www.airquality.org/ProgramCoordination/Documents/11)%20%202015TriennialReportandProgressRevision.pdf). Accessed September 22, 2016.

- State Water Resources Control Board (SWRCB). 2012. National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-009-DWQ, as amended by Order 2012 0006 DWQ. Available online at: https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2012/wqo2012_0006_dwq.pdf.
- State Water Resources Control Board (SWRCB). 2018. *GeoTracker Database*. Available online at: <https://geotracker.waterboards.ca.gov/>. Accessed November 15, 2018.
- Terracon Consultants, Inc. (Terracon). 2018. *Pre-Demolition Hazardous Materials Survey, PG&E Auburn Service Center, 343 Sacramento Street, Buildings SA, B, C, & D, Auburn, California*. July 26.
- United States Environmental Protection Agency (EPA). 1974. Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety. March. Available online at: <https://nepis.epa.gov/Exe/ZyPDF.cgi/2000L3LN.PDF?Dockey=2000L3LN.PDF>.
- West Placer County Water Agency. 2019. Notice of Intent to Begin Preparation of a Groundwater Sustainability Plan for the North American Subbasin of the Sacramento Valley Groundwater Basin. Available online at: <https://westplacergroundwater.com/wp-content/uploads/2019/10/Notice-of-Intent-to-Begin-Preparation-of-a-Groundwater-Sustainability-Plan.pdf>. Accessed December 9.
- Zhu, Y., W.C. Hinds, S. Kim, and S. Shen. 2002. Study of Ultrafine Particles Near a Major Highway with Heavy-duty Diesel Traffic. *Atmospheric Environment*. 36:4323–4335.

Attachment 5

**PG&E Auburn Sacramento Street Renovation
Project MMRP**

**PG&E Auburn Sacramento Street Renovation Project
Mitigation, Monitoring, and Reporting Program**

Mitigation Measures (MMs)							
MM # and Name	Subtask	Actions	Timeframe	Responsible Party ¹	Monitoring Responsibility	Performance Criteria	Date Completed
BIO-1 Nesting Bird Survey	1	If construction activities are scheduled during the nesting season, a qualified biologist shall perform pre-construction surveys for nesting birds no more than 14 days prior to the initiation of demolition/construction activities during the early season (January through April); and no more than 30 days prior to the initiation of these activities during the late season (May through August). If the construction site remains inactive for more than 1 month during the breeding season and construction would resume during the breeding season, another pre-construction nesting bird survey shall be performed prior to reactivation of construction activities on site within the timeframes noted above. If preconstruction surveys indicate nests are inactive or potential habitat is unoccupied during construction period, no further mitigation is required.	Prior to issuance of grading and demolition permits	PG&E	City of Auburn Planning Department	Surveys completed and survey reports submitted to City	
	2	A qualified biologist shall inspect all trees in the project site and within 200 feet of the site for nests. If an active nest is found in proximity to the project area with potential to be disturbed by these activities, the biologist, in consultation with the California Department of Fish and Wildlife, shall determine the extent of the construction-free buffer zone to be established around the nest based on species, location, and planned construction activity (e.g. 50 feet for passerines to 250 to 500 feet for raptors). The avoidance buffer shall be flagged in the field.	Prior to issuance of grading and demolition permits	PG&E	City of Auburn Planning Department	Buffer zones established and flagged	

**PG&E Auburn Sacramento Street Renovation Project
Mitigation, Monitoring, and Reporting Program**

Mitigation Measures (MMs)							
MM # and Name	Subtask	Actions	Timeframe	Responsible Party ¹	Monitoring Responsibility	Performance Criteria	Date Completed
	3	The buffer zones shall remain in place until the young have fledged, and are foraging independently and able to disperse from the area of their own ability. Project activities outside buildings shall be confined to daylight hours to prevent impacts to foraging nocturnal avian species. A qualified biologist shall monitor the active nests until it is determined the nest is no longer active, at which time construction activities may commence within the buffer area. The construction-free buffer zone flagging shall be maintained until the qualified biologist determines that the nest is no longer active.	During construction (if required)	PG&E	City of Auburn Planning Department	Buffer zones maintained until nests are determined inactive	
BIO-2 Bat Survey	--	No more than 14 days prior to the initiation of demolition activities, a bat survey shall be conducted by a qualified biologist to confirm the structures are unoccupied. A memorandum documenting completion of the survey shall be submitted to the City of Auburn Planning Department. If bats are found to be present prior to construction, measures to exclude bats or minimize harm to bats present would be developed for review and approval by the City of Auburn Planning Department, and implemented prior to construction.	Prior to issuance of grading and demolition permits	PG&E	City of Auburn Planning Department	Survey completed and survey report filed	
CUL-1 Cultural Resources Awareness Training	--	Prior to the issuance of grading permits, the City shall confirm the applicant has required all construction crews to undergo adequate training for the identification of federal- or state-eligible cultural resources; and that the construction crews are aware of the potential for previously undiscovered archaeological resources on site; of the laws protecting these	Prior to issuance of grading and demolition permits	PG&E	City of Auburn Planning Department	All construction crew members complete training	

**PG&E Auburn Sacramento Street Renovation Project
Mitigation, Monitoring, and Reporting Program**

Mitigation Measures (MMs)							
MM # and Name	Subtask	Actions	Timeframe	Responsible Party ¹	Monitoring Responsibility	Performance Criteria	Date Completed
		resources, and associated penalties; and of the procedures to follow should they discover cultural resources during project-related work.					
CUL-2 Cultural Monitor	--	To address tribal concerns regarding sensitivity concerns, an archeological monitor and tribal monitor shall be present to spot-monitor during the initial phases of the project construction; and if it is clear to the monitor that the proposed development is situated on truncated bedrock or other landform or soil that is confirmed to contain low potential to contain cultural resources, monitoring will cease. The type of bedrock will be confirmed during construction by the cultural monitor.	During construction	PG&E	City of Auburn Planning Department	Monitor present for all earth-moving, unless/until bedrock/soil conditions determined to have low potential to support resources	
CUL-3 Inadvertent Discovery of Buried Archeological Resources	--	If any cultural resources are inadvertently exposed during project implementation, the following shall be implemented: construction personnel shall stop all work in the vicinity of the discovery and immediately notify a PG&E cultural resources specialist, who shall determine appropriate action measures. Such measures include stopping ground-disturbing activity near the find; assessment of the nature and extent of the resource, including its eligibility for listing in the National Register of Historic Places; coordination with the California Environmental Quality Act (CEQA) lead agency; and subsequent recordation and notification based on the results of the assessment. If any new cultural resources are encountered during project activities, all work must be suspended in the vicinity (approximately 100 feet) of the resource, and a PG&E cultural resource specialist shall be immediately notified by calling	During construction	Construction Contractor/ PG&E	City of Auburn Planning Department	Work is stopped in the vicinity of any cultural resources uncovered	

**PG&E Auburn Sacramento Street Renovation Project
Mitigation, Monitoring, and Reporting Program**

Mitigation Measures (MMs)							
MM # and Name	Subtask	Actions	Timeframe	Responsible Party ¹	Monitoring Responsibility	Performance Criteria	Date Completed
		(925) 708-5051. At that time, the PG&E cultural resource specialist will coordinate any necessary investigations of the site with appropriate specialists.					
CUL-4 Treatment of Human Remains	--	The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activities shall comply with applicable state laws. This shall include immediate notification of the Placer County Coroner; and in the event of the coroner's determination that the human remains are Native American, notification of the California Native American Heritage Commission, which shall appoint a most likely descendent (MLD; California Public Resources Code [PRC] Section 5097.98). PG&E and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains, and associated or unassociated funerary objects. The PRC allows 48 hours for the MLD to make recommendations after access has been allowed to the remains. If the MLD and the other parties do not agree on the reburial method, PG&E shall follow Section 5097.98(b) of the PRC, which states that "the landowner or his or her authorized representative shall reinter the human	During construction	PG&E	City of Auburn Planning Department	Work is stopped in the vicinity of any human remains encountered and Coroner notified; NAHC notified if directed by Coroner, and agreement with MLD reached or Public Resources Code requirement are met	

**PG&E Auburn Sacramento Street Renovation Project
Mitigation, Monitoring, and Reporting Program**

Mitigation Measures (MMs)							
MM # and Name	Subtask	Actions	Timeframe	Responsible Party ¹	Monitoring Responsibility	Performance Criteria	Date Completed
		remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.”					

Note:

1. PG&E will have oversight of all mitigation measures and will be responsible for providing them to the contractor, etc., and maintaining their compliance.

Attachment 6

Notice of Determination (NOD)

Notice of Determination

Appendix D

To:

☐ Office of Planning and Research
 U.S. Mail: Street Address:
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

☒ County Clerk
 County of: Placer
 Address: 2954 Richardson Dr,
Auburn, CA 95603

From:

Public Agency: City of Auburn
 Address: 1225 Lincoln Way
Auburn, CA 95603

Contact: Tonya Ward
 Phone: 530-823-4211 ext 140

Lead Agency (if different from above): _____

Address: _____

Contact: _____

Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2020050307

Project Title: PG&E Auburn Sacramento Street Renovation

Project Applicant: PG&E

Project Location (include county): City of Auburn, County of Placer

Project Description:

The Pacific Gas and Electric Company (PG&E) Auburn Sacramento Street Renovation project would involve renovating an approximately 7.1-acre portion of the existing PG&E Auburn Service Center at 333 and 343 Sacramento Street, Auburn. The project would include the renovation of an existing building, demolition of three buildings, and the construction of two new buildings and perimeter fencing, to support specialized operations such as storm, wildfire, or other regional response activities; and to be available

This is to advise that the City of Auburn has approved the above
☒ Lead Agency or ☐ Responsible Agency)

described project on 6/30/2020 and has made the following determinations regarding the above
 (date)
 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 with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

<https://ceqanet.opr.ca.gov/>

Signature (Public Agency): Tonya Ward Title: Senior Planner

Date: 7/2/2020 Date Received for filing at OPR: 7/2/2020

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blaising Smith Wynne, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell
Downey Brand LLP
Dish Wireless L.L.C.

East Bay Community Energy Ellison
Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF

iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy