

1 **SECTION VIII**

2 **STATEMENT OF OVERRIDING CONSIDERATIONS**

3 A. The County declares that, pursuant to CEQA Guidelines Section 15093, the County has  
4 balanced the benefits against any unavoidable environmental impacts in determining whether to approve  
5 the Project. If the benefits outweigh the unavoidable adverse environmental impacts, then those impacts  
6 may be considered “acceptable” under CEQA.

7 B. The County declares that the EIR has identified and discussed significant effects that may occur  
8 as a result of the Project. With the implementation of existing regulations and the mitigation measures  
9 discussed in the EIR, the environmental effects of the Project can be mitigated to less than significant  
10 levels, except for unavoidable significant impacts to:

- 11 • Cumulatively considerable contribution to an adverse cumulative effect on a scenic vista and/or  
12 on the visual character and quality of the landscape;
- 13 • Project-specific construction and decommissioning criteria air pollutant emissions;
- 14 • Cumulatively considerable net increase of a criteria pollutant which could contribute to existing  
15 nonattainment conditions;
- 16 • Project-specific construction impacts on special-status and migratory birds
- 17 • Project-specific construction impacts on special-status bats;
- 18 • Project-specific operation and maintenance impacts on special-status and migratory birds and  
19 special-status bats; and
- 20 • Project-specific decommissioning impacts on special-status and migratory birds and special-  
21 status bats.

22 C. The County declares that it has made a reasonable and good faith effort to eliminate or  
23 substantially mitigate the impacts listed above. To the extent any mitigation measures could not be  
24 incorporated, such mitigation measures are infeasible because of specific economic, legal, social,  
25 technological and other considerations and the benefits of the Project outweigh the unmitigated impacts.

26 D. The County declares that, having reduced the significant adverse environmental effects of the  
27 Project to the extent feasible by adopting the mitigation measures, having considered the entire  
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1 administrative record on the Project, and having weighed the benefits of the Project against its unavoidable  
2 adverse impacts after mitigation, the County has determined that the following social, economic, and  
3 environmental benefits of the Project outweigh the potential unavoidable significant adverse impacts and  
4 render those potential adverse environmental impacts acceptable. Each benefit set forth below constitutes  
5 an overriding consideration warranting approval of the Project, independent of the other benefits, and the  
6 County determines that the adverse environmental impacts of the Project are “acceptable” if any of these  
7 benefits would be realized. The Project would provide the following benefits:

- 8 • The Project would produce up to a minimum of 500 MW and up to 750 MW of electricity from  
9 a renewable source for delivery to the regional power grid in accordance with the California  
10 Renewables Portfolio Standard goals.
- 11 • Energy produced by the Project would assist the State of California in complying with the  
12 mandates established by Executive Order S-14-08 requiring investor-owned utilities to purchase  
13 33 percent of their energy portfolio from renewable energy sources by 2020.
- 14 • The production of energy from solar facilities like the Project has the added benefit of reducing  
15 air quality impacts and GHG emissions that would be produced by fossil-fuel based generation  
16 facilities.
- 17 • The Project would use a reliable and proven solar technology (PV) with minimal disturbance to  
18 or depletion of natural resources as compared to alternative types of development (including  
19 solar thermal trough, which would require extensive grading). Once operational, PV solar panels  
20 use no fuel source other than the energy from the sun, as opposed to natural gas or coal.
- 21 • The Project would employ an average of 341 construction workers over a 46-month period (the  
22 total number of construction workers would range between 43 and 600 at a time) (DEIR, p. 2-  
23 45) and would provide approximately 20 permanent, full-time jobs (DEIR, p. 2-50) in Riverside  
24 County.
- 25 • The Project would provide other important benefits to the local and regional economy from the  
26 purchase of equipment and supplies, increased sales and use tax revenue as agreed upon in the  
27 terms of Section 4.3 of Development Agreement No. 77, property taxes, annual public benefit  
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1 payments and increases as agreed upon in the terms of Section 4.2 of Development Agreement  
2 No. 77 for thirty years, ] and benefits to local motels, hotels, and other purveyors of temporary  
3 housing [DEIR, p. 4.14-3].

- 4 • The Project would result in the contribution of significant development impact fees calculated in  
5 accordance with the Riverside County Development Impact Fee Ordinance (Ordinance No. 659;  
6 Riverside County, 2006), and as agreed upon in Section 4.4 of Development Agreement No. 77,  
7 to assure that Project pays its fair share of the capital costs associated with commercial growth.
- 8 • As set forth in the Condition of Approval 80.Planning.2 for CUP No. 3682, the Project owner  
9 would post or establish financial assurances related to the decommissioning and restoration of  
10 the site should the solar facility become inoperable within the anticipated lifespan of the Project  
11 or at the end of the permit period (anticipated to be approximately 30 years) in order to ensure  
12 the maintenance of the health, safety, and welfare of the County's citizens. To the extent the  
13 solar equipment is removed, the land will be available for other uses consistent with applicable  
14 land use regulations.
- 15 • The Project optimizes the use of the site, which possesses characteristics ideal for locating a  
16 solar energy facility. These characteristics include, but are not limited to, proximity to the  
17 electrical grid and minimal conflicts with surrounding land uses.
- 18 • The Project is located in BLM's Riverside Solar Energy Zone, considered by BLM to be a  
19 preferred location for solar energy projects in Southern California.

## 20 **SECTION IX**

### 21 **CONSISTENCY WITH GENERAL PLAN**

22 Through the imposition of conditions of approval, project design, and mitigation measures, the Project  
23 is consistent with Land Use Policies of the "Open Space: Rural" designation, including:

- 24 a) Require that structures are designed to maintain the environmental character in which they are  
25 located. (General Plan Policy LU 20.1)
- 26 b) Require that development is designed to blend with undeveloped natural contours of the site and  
27 avoid an unvaried, unnatural, or manufactured appearance. (General Plan Policy LU 20.2)

- 1 c) Require that adequate and available circulation facilities, water resources, sewer facilities, and/or  
2 septic capacity exist to meet the demands of the proposed land use. (General Plan Policy LU 20.3)
- 3 d) Ensure that development does not adversely impact the open space and rural character of the  
4 surrounding area. (General Plan Policy LU 20.4)

5 Specifically, the Project site is located within the County General Plan’s “Open Space – Rural” land use  
6 designation, which applies to “remote, privately owned open space areas with limited access and a lack of  
7 public services.” [DEIR p. 4.11-2] The General Plan Open Space policies, however, do not categorically  
8 forbid development. Further, the consistency zoning applied to the Project site by the County likewise does  
9 not preclude development. Instead, the site is zoned W-2-10 (Controlled Development 10-acre minimum),  
10 which allows development subject to the County’s zoning ordinance. Ordinance No. 348 allows for the  
11 development of electrical power, public utilities, and related transmission lines in the W-2-10 zone, subject  
12 to County permitting. [DEIR p. 4.11-3] Accordingly, the fact that the Project proposes to develop land  
13 within the Open Space land use designation does not create a General Plan inconsistency, provided that the  
14 Project furthers the County’s overall General Plan objectives and policies. (See *San Franciscans*  
15 *Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656, 677-  
16 679.)

17 Here, substantial evidence in the record – including the following – demonstrates that the Project is  
18 consistent with the above Open Space policies:

- 19 • The Project is required to use materials, coatings, and paints with little or no reflectivity wherever  
20 possible, in order to reduce visual impacts and help the Project blend into the existing surroundings.  
21 (Mitigation Measures 4.1-3 and 6-1a.) Similarly, the gen-tie line itself must include nonspecular  
22 conductors and use nonreflecting coatings in order to minimize potential contrast with the existing  
23 rural setting. (Mitigation Measure 4.1-3.) A form of color treatment shall be used to reduce visual  
24 contrast between the backs or non-energy gathering side of the solar panels and the landscape  
25 setting. Since not all of the panels are visible outside the Project footprint, the exact location or  
26 color treatment method that will be required shall be determined prior to installation (Mitigation  
27 Measure 6-1a.) Each of these measures will ensure that, to the fullest extent feasible, project  
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1 structures will blend into the character of the site, will avoid an unnatural or manufactured  
2 appearance, and will help to maintain the existing character of the surrounding area consistent with  
3 the above General Plan policies.

- 4 • The Project is required to implement a lighting plan, both during construction and operation, which  
5 will minimize any night sky impacts, reduce light pollution, and preserve the nighttime darkness  
6 that is characteristic of the area. (Mitigation Measures 4.1-3 and 6-1a.) This measure will,  
7 therefore, ensure that the Project blends, to the fullest extent feasible, with the character of the  
8 surrounding lands and the undeveloped nature of the area consistent with the above General Plan  
9 policies.
- 10 • The Project will use soil stabilizers that reduce air quality emissions, but the County requires those  
11 stabilizers to be carefully applied so that no increase in environmental impacts beyond those shown  
12 in the EIR (including loss of vegetation) will occur. (Applicant Proposed Measure AIR-1;  
13 Mitigation Measure 6-1b.) These measures will ensure that roadways are designed to maintain, to  
14 the fullest extent possible, the existing rural character of the Project area consistent with the above  
15 General Plan policies. Likewise, these measures will avoid and prevent unnecessary impacts to the  
16 open space and rural character that surrounds the site consistent with the above General Plan  
17 policies.
- 18 • The Project will implement a Revegetation Plan to restore all temporarily disturbed areas and return  
19 them to their pre-construction condition. (Applicant Proposed Measure BIO-2; Mitigation  
20 Measures 6-1b and 6-1d.) This plan will also include the reuse and restoration of rocks, brush, and  
21 vegetal debris in order to approximate pre-construction visual conditions. These measures will  
22 ensure that, to the fullest extent possible, the existing rural character of the project area is  
23 maintained, that the Project blends in to the existing vegetation and open space nature of the  
24 surrounding lands, and that the open space and rural nature of the Project area is preserved and  
25 protected consistent with the above General Plan policies.
- 26 • The Project will contour all disturbed areas to approximately naturally occurring slopes, thereby  
27 avoiding form and line contrast with the existing landscape. (Mitigation Measure 6-1d.) Such  
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- 1 • The Project will be located a great distance from sensitive receptors, travel corridors, and  
2 population centers. [DEIR p. 2-2 (Project site is 13 miles northwest of Blythe; 32 miles east of  
3 Desert Center; and 6 miles north of Interstate-10)] The Project incorporates screening and contrast-  
4 reducing elements, as described above. Due to this distance and these screening elements, as well  
5 as the size and orientation of the Project components, the Project would not block scenic elements  
6 in the landscape or dominate the viewshed. [DEIR p. 4.1-26] Accordingly, the Project's structures  
7 are designed to maintain the character of the area in which they are located; the development will  
8 blend into the surrounding landscape to the extent feasible; and the Project's impacts to open space  
9 and the area's rural character are reduced to the fullest extent feasible consistent with the above  
10 General Plan policies.
- 11 • The Project is conditioned such that the Project must not preclude the maintenance of the  
12 north/south Off Highway Vehicle connectivity to the west side of the Big Maria Wilderness Area  
13 and to the northeast side of the Palen-McCoy Wilderness Area. [DEIR p. 4.16-9] Accordingly, the  
14 Project will not interfere with the existing open-space recreational uses that occur in the area or the  
15 rural character of the uses that occur in the area, consistent with the above General Plan policies.
- 16 • The Project has minimal water demands, with an anticipated 30-year total water demand of only  
17 930 to 1,350 acre feet. [DEIR p. 4.18-9] Water will be provided through existing and available  
18 groundwater sources beneath the Project site, and no significant impacts are anticipated as a result  
19 of this minimal usage. [DEIR p. 4.18-10] Similarly, no sewer infrastructure is needed to  
20 accommodate the Project's minimal wastewater needs, as the Project proposes to treat all such  
21 wastewater on-site. [DEIR p. 4.18-10] Accordingly, the Project will meet all waters resource and  
22 sewer needs that will be constructed as part of the Project, which is consistent with the above  
23 General Plan policies.
- 24 • Open space areas exist on all sides of the Project site within County jurisdiction and would not be  
25 developed as part of the proposed Project. Accordingly, the Project will not result in a change to  
26 the overall rural character of the area.

1       Accordingly, as confirmed by substantial evidence in the record and as stated in the EIR prepared and  
2       circulated for the Project, the Project “is consistent with the open space protection policy of the Riverside  
3       County General Plan.” [DEIR p. 4.4-118; see also DEIR pp. 4.11-4 through 4.11-5 (confirming that “no  
4       impact” would occur relative to local land use plans).]

5       Even if the Project were to be found somewhat inconsistent with one or more of the above Open Space  
6       policies, the Project remains consistent with the spirit and intent of the General Plan as a whole. Indeed,  
7       guidance issued by the Governor’s Office of Planning and Research (General Plan Guidelines, 2003, p.  
8       164) confirms that a project is properly found consistent with an applicable general plan if the project will  
9       further the overall objectives and policies of the general plan and not obstruct their attainment. An  
10      agency’s determination on these matters must be given great deference. (*San Franciscans Upholding the*  
11      *Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656, 677-679 [court  
12      deferred to County’s determination that project was consistent with general plan]; *No Oil, Inc. v. City of*  
13      *Los Angeles* (1987) 196 Cal.App.3d 223, 243-249 [court deferred to City’s interpretation of own municipal  
14      codes].)

15      Here, the Project is consistent with and will further the overall objectives and policies of the General  
16      Plan as a whole. In addition to the furtherance of the policies that are limited to the Open Space Element  
17      and discussed above, the County has adopted County-wide policies that are specific to solar resources, such  
18      as those provided by the Project. General Plan Policy LU 15.15 specifically states: “Permit and encourage,  
19      in an environmentally and fiscally responsible manner, the development of renewable energy resources and  
20      related infrastructure, including but not limited to, the development of solar power plants in the County of  
21      Riverside.” Given that solar power plants must be sited in areas where substantial sunlight exists, such as  
22      the County’s desert areas, the Project is consistent with the General Plan’s encouragement of the  
23      development of solar plants.

24      Additionally, General Plan Policy LU 8.2 states: “Require that development protect environmental  
25      resources by compliance with the Multipurpose Open Space Element of the General Plan and Federal and  
26      State regulations such as CEQA, NEPA, the Clean Air Act, and the Clean Water Act.” Again, the Project  
27      has undergone comprehensive CEQA, NEPA, and related environmental review as part of the County’s  
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1 consideration of the Project. Moreover, the construction of the Project (a solar power plant) will reduce the  
2 region's reliance on electricity generated by fossil fuels as well as the pollutants that fossil fuel-dependent  
3 generation creates. Accordingly, the Project is consistent with and furthers this policy as well.

#### 4 SECTION X

#### 5 CERTIFICATION OF EIR

6 The County finds that it has reviewed and considered the EIR in evaluating the Project, that the EIR  
7 is an accurate and objective statement that fully complies with the Public Resources Code and the CEQA  
8 Guidelines and that the EIR reflects the independent judgment of the Board of Supervisors. The Board of  
9 Supervisors consequently certifies the EIR.

10 The Board of Supervisors declares that no new significant information as defined by CEQA  
11 Guidelines section 15088.5 has been received by the County after circulation of the Revised DEIR nor  
12 added by the County to the EIR that would require recirculation.

13 The Board of Supervisors certifies the EIR based on, without limitation, the following finding and  
14 conclusions:

15 **A. Finding:** The significant environmental impacts set forth in Section IV of this Resolution have  
16 been identified in the EIR and will require mitigation, but cannot be mitigated to a less than significant  
17 level.

#### 18 **B. Conclusions:**

- 19 1. All significant environmental impacts from the implementation of the Project have been  
20 identified in the EIR and, with implementation of the identified mitigation measures impacts  
21 will be mitigated to a less than significant level, except for the impacts listed in Section IV  
22 of this Resolution.
- 23 2. Environmental, economic, social and other considerations and benefits derived from the  
24 Project override and make infeasible mitigation measures beyond those incorporated into the  
25 Project.
- 26 3. Other reasonable alternatives to the Project that could feasibly achieve the basic goals and  
27 objectives of the proposed Project have been considered and rejected in favor of the Project.

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**SECTION XI**

**ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM**

Pursuant to Public Resources Code section 21081.6, the Board of Supervisors hereby adopts the Mitigation Monitoring and Reporting Program attached to this Resolution as Exhibit "A". In the event of any inconsistencies between the mitigation measures as set forth herein and the Mitigation Monitoring and Reporting Program, the Mitigation Monitoring and Reporting Program shall control.

**SECTION XII**

**PROJECT APPROVAL**

Based upon the entire administrative record before the Board of Supervisors, including the above findings and all written and oral evidence presented during the administrative process, the Board of Supervisors hereby approves the McCoy Solar Energy Project.

**SECTION XIII**

**CUSTODIAN OF RECORD**

The custodians of the documents and materials that constitute the record of proceedings on which this decision is based are the Clerk of the Board of Supervisors and the County Planning Department. These documents and materials are located at 4080 Lemon Street, Riverside, California. This information is provided in compliance with Public Resources Code section 21081.6.

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**RESOLUTION 2014-054**

**EXHIBIT A**

**MITIGATION MONITORING AND REPORTING PROGRAM**



# APPENDIX G

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## Mitigation Monitoring and Reporting Program

### Introduction

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Pub. Res. Code §21081.6(a)(1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the agency determines to carry out a project for which an EIR has been prepared, to ensure that mitigation measures identified in the EIR are fully implemented.

This document describes a preliminary MMRP for ensuring the effective implementation of the mitigation measures that are recommended in the EIR for Riverside County's approval of McCoy Solar, LLC's Conditional Use Permit (CUP) and Public Use Permit (PUP) applications and related documents, including Development Agreement (DA) No. 77, to construct, operate, maintain, and decommission the Project. Current versions as of the publication of the Final EIR of all mitigation measures identified in the Draft EIR and Revised DEIR are presented in Table G-1, which is provided at the end of this MMRP.

Riverside County would only implement/enforce the MMRP as it applies to land under County jurisdiction e.g., the 477 acres of private land within Unit 1 of the solar field. The BLM would be responsible for implementing/enforcing mitigation measures on BLM land pursuant to the BLM Record of Decision and Right of Way Grant issued to the Project.

The MMRP is a working guide to facilitate not only the implementation of mitigation measures by the Applicant, but also the monitoring, compliance, and reporting activities of the County and any monitors it may designate. If the Final EIR is certified and the Project is approved, this MMRP would be updated to reflect the final (approved) mitigation measures and thereafter would serve as a self-contained general reference for the MMRP adopted by the County for the Project.

If the County approves the Applicant's CUP and PUP applications and enters into a DA for the Project, the Applicant would be responsible for implementation of any mitigation measures and other commitments governing the construction, operation, maintenance, and decommissioning of the Project. The County would act as the lead agency for monitoring compliance with all mitigation measures required by this EIR. All approvals and permits obtained by the Applicant would be submitted to the County for mitigation compliance prior to commencing the activity for which the permits and approvals were obtained.

The MMRP describes implementation and monitoring procedural guidance, responsibilities, and timing for each mitigation measure identified in the EIR, including:

**Significant Impact:** Identifies the Impact Number and statement from the EIR.

**Mitigation Measure:** Provides full text of the mitigation measure as provided in the EIR.

**Monitoring Responsibility / Action:** Designates responsibility for implementation of the mitigation measures and when appropriate, summarizes the steps to be taken to implement them.

**Mitigation Timing:** Identifies the stage of the Project during which the mitigation action will be taken.

**Monitoring Schedule and Reporting Procedure:** Specifies procedures for documenting and reporting mitigation implementation.

The responsibilities of mitigation implementation, monitoring and reporting extend to several County departments. The manager or department lead of the identified unit or department will be directly responsible for ensuring the Applicant complies with the mitigation. The Planning Department is responsible for the overall administration of the program and for assisting relevant departments and project managers in their oversight and reporting responsibilities.

**TABLE G-1  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Aesthetics, Visual Quality, and Light and Glare</b></p> <p><b>Impact 4.1-3:</b> The Project would create a new source of light and glare that could adversely affect views in the area.</p>	<p><b>Mitigation Measure 4.1-3: Minimize Light and Glare.</b> Visual design elements shall be integrated into the construction plans, details, shop drawings and specifications to minimize impacts from light and glare, including the following:</p> <ol style="list-style-type: none"> <li>1. Materials, coatings, or paints having little or no reflectivity shall be used whenever possible.</li> <li>2. The gen-tie line and the distribution line shall utilize nonspecular conductors and nonreflective coatings on insulators.</li> </ol> <p>A lighting plan shall be prepared that documents how lighting will be designed and installed to minimize night-sky impacts during facility construction and operations. Lighting for facilities should not exceed the minimum number of lights and brightness required for safety and security, and should not cause excessive reflected glare. Low-pressure sodium light sources should be used to reduce light pollution. Full cut-off luminaires should be used to minimize uplighting. Lights should be directed downward or toward the area to be illuminated. Light fixtures should not spill light beyond the project boundary. Lights in highly illuminated areas that are not occupied on a continuous basis should have switches, timer switches, or motion detectors so that the lights operate only when the area is occupied. Where feasible, vehicle mounted lights should be used for night maintenance activities. Wherever feasible, consistent with safety and security, lighting should be kept off when not in use. Visual design elements within the lighting plan shall be measurable and monitored while under construction, while operational, and when decommissioned. The plan shall include a monitoring and compliance plan that establishes the monitoring requirements and thresholds for acceptable performance. The lighting plan shall include a process for promptly addressing and mitigating complaints about potential lighting impacts.</p>	<p>Integrate light and glare design elements into the construction plans, details, shop drawings and specifications.</p> <p>Promptly address and mitigate complaints about potential lighting impacts.</p>	<p>Develop and implement a monitoring and compliance plan for the lighting plan.</p> <p>Maintain and monitor compliance with the light and glare objectives, adaptive management adjustments, and modifications.</p>	<p>Prior to construction</p> <p>During operation and maintenance</p>
<p><b>Impact 6-1:</b> The Project would have a cumulatively considerable contribution to an adverse cumulative effect on a scenic vista and/or on the visual character and quality of the landscape.</p>	<p><b>Mitigation Measure 6-1a: Project Design, Building and Structural Materials.</b> Visual design elements shall be integrated into the construction plans, details, shop drawings and specifications; grading, revegetation, drainage, and structural plans. Visual design elements within the plans shall be measurable and monitored while under construction, while operational, and when decommissioned. The plans shall include a monitoring and compliance plan that establishes the monitoring requirements and thresholds for acceptable performance. A careful study of the site shall be performed to identify appropriate colors and textures for materials; both summer and winter appearance shall be considered as well as seasons of peak visitor use (September 15 to April 15). Visual design elements to be integrated into construction plans, details, shop drawings and specifications must at a minimum include:</p> <ol style="list-style-type: none"> <li>1. Vegetation and ground disturbance associated with access road construction, gen-tie and distribution line installations, and the perimeter access road shall be minimized and take advantage of existing clearings wherever feasible.</li> </ol>	<p>Integrate visual design elements into the construction plans, details, shop drawings and specifications.</p>	<p>Develop and implement a monitoring and compliance plan for integrating the visual design elements.</p>	<p>Prior to construction</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Aesthetics, Visual Quality, and Light and Glare (cont.)</b>				
Impact 6-1 (cont.)	<p>2. Along all off-site access roads, all off-site gen-tie and distribution line corridors, and all internal access roads 16 feet or wider, graveled surfaces, areas to be permanently cleared of vegetation, and (if applicable) cut slopes shall be treated with rock stains or other color treatment appropriate with the surrounding landscape.</p> <p>3. Openings in vegetation for facilities, structures, roads, and gen-tie line monopoles (and/or H-frames), shall be feathered and shaped to repeat the size, shape, and characteristics of naturally occurring openings.</p> <p>4. A form of color treatment shall be used to reduce visual contrast between the backs or non-energy gathering side of the solar panels and the landscape setting. Since not all of the panels are visible outside the project footprint, the exact location or color treatment method that will be required shall be determined prior to installation.</p> <p>5. Security fencing shall be coated with black poly-vinyl or other visual contrast reducing color.</p> <p>6. Materials, coatings, or paints having little or no reflectivity shall be used whenever possible.</p> <p>7. Grouped structures, including the water tanks and prefabricated buildings, shall be painted the same color to reduce visual complexity and color contrast.</p> <p>8. The gen-tie line and the distribution line shall utilize nonspecular conductors and nonreflective coatings on insulators.</p> <p>9. The choice of color treatments shall be based on the appearance at typical viewing distances and consider the entire landscape around the proposed development as it would be viewed from publicly accessible locations. Appropriate colors for smooth surfaces often need to be two to three shades darker than the background color to compensate for shadows that darken most textured natural surfaces. Choice of colors shall be made in consultation with a County landscape architect or other designated visual resource specialist.</p> <p>10. A lighting plan shall be prepared that documents how lighting will be designed and installed to minimize night-sky impacts during facility construction and operations. Lighting for facilities should not exceed the minimum number of lights and brightness required for safety and security, and should not cause excessive reflected glare. Low-pressure sodium light sources should be used to reduce light pollution. Full cut-off luminaires should be used to minimize uplighting. Lights should be directed downward or toward the area to be illuminated. Light fixtures should not spill light beyond the project boundary. Lights in highly illuminated areas that are not occupied on a continuous basis should have switches, timer switches, or motion detectors so that the lights operate only when the area is occupied. Where feasible, vehicle mounted lights should be used for night maintenance activities. Wherever feasible, consistent with safety and security, lighting should be kept off when not in use. The lighting plan should include a process for promptly addressing and mitigating complaints about potential lighting impacts.</p>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Aesthetics, Visual Quality, and Light and Glare (cont.)</b></p>	<p><b>Impact 6-1 (cont.)</b></p> <p><b>Mitigation Measure 6-1b: Construction Phase Visual Mitigation.</b> A pre-construction meeting with County landscape architects, BLM landscape architects, or other designated visual/scenic resource specialists shall be held before construction begins to coordinate on the mitigation strategy and confirm the compliance-checking schedule and procedures. Final design and construction documents will be reviewed for completeness with regard to the visual mitigation elements, assuring that requirements and commitments are adequately addressed. The construction documents shall include, but not be limited to grading, drainage, revegetation, vegetation clearing, and feathering plans. Specific measures shall include the following:</p> <ol style="list-style-type: none"> <li>1. The Applicant shall reduce visual impacts during construction by clearly delineating construction boundaries and minimizing areas of surface disturbance; preserving existing, native vegetation to the extent feasible; utilizing undulating surface-disturbance edges; stripping, salvaging, and replacing topsoil; using contoured grading; controlling erosion; using dust suppression techniques; and restoring exposed soils to their original contour and vegetation.</li> <li>2. Visual impact mitigation objectives and activities shall be discussed with equipment operators before construction activities begin.</li> <li>3. Existing rocks, vegetation, and drainage patterns shall be preserved to the extent feasible.</li> <li>4. Brush-beating or mowing or using protective surface matting rather than removing vegetation shall be employed where feasible.</li> <li>5. Slash from vegetation removal shall be mulched and spread to cover fresh soil disturbances as part of the revegetation plan. Slash piles shall not be left in sensitive viewing areas.</li> <li>6. The visual color contrast of graveled surfaces shall be reduced with approved color treatment practices.</li> <li>7. No paint or permanent discoloring agents shall be applied to rocks or vegetation to indicate surveyor construction activity limits.</li> <li>8. All stakes and flagging shall be removed from the construction area and disposed of in an approved facility.</li> </ol> <p><b>Mitigation Measure 6-1c: Operation and Maintenance Phase Visual Mitigation.</b> Minimum measures are as follows:</p> <ol style="list-style-type: none"> <li>1. The Applicant shall maintain revegetated surfaces until a self-sustaining stand of vegetation is re-established and visually adapted to the undisturbed surrounding vegetation. No new disturbance shall be created during operations without prior approval from the County.</li> <li>2. Interim restoration shall be undertaken during the operating life of the Project as soon as possible after disturbances.</li> <li>3. Painted facilities shall be kept in good repair and repainted when color fades or flakes.</li> </ol>	<p>Develop a visual impact mitigation strategy</p> <p>Include grading, drainage, revegetation, vegetation clearing, and feathering plans in the construction documents</p> <p>Demonstrate how visual objectives will be met, monitored, and measured for conformance in the construction documents</p>	<p>Include compliance-checking schedule and procedures in mitigation strategy.</p>	<p>Prior to construction</p>
		<p>Maintain and monitor compliance with the visual objectives, adaptive management adjustments, and modifications approved by the County</p> <p>landscape architect or other designated visual/scenic resource specialist.</p>	<p>--</p>	<p>During operation</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Aesthetics, Visual Quality, and Light and Glare (cont.)</b></p> <p><b>Impact 6-1 (cont.)</b></p>	<p>4. The color treatment method used to reduce visual contrast between the backs or non-energy gathering side of the solar panels and the landscape setting shall be kept in good repair, and repaired/re-treated when it no longer effectively reduces the visual contrast.</p> <p><b>Mitigation Measure 6-1d: Decommissioning and Site Reclamation Plan.</b> A Decommissioning and Site Reclamation Plan, covering visual impact mitigation measures, shall be in place prior to construction, and reclamation activities should be undertaken as soon as possible after disturbances occur and be maintained throughout the life of the Project. The following decommissioning/reclamation activities/practices shall be implemented to partially mitigate visual impacts associated with solar energy development, where feasible:</p> <ol style="list-style-type: none"> <li>1. Pre-development visual conditions shall be reviewed, and the visual elements of form, line, color, and texture shall be restored to pre-development visual compatibility or to that of the surrounding landscape setting conditions, whichever achieves the better visual quality and most ecologically sound outcome.</li> <li>2. A Decommissioning and Site Reclamation Plan shall be developed, approved by the County, and implemented. The plan shall require that all aboveground and near-ground structures be removed. Some structures shall be removed only to a level below the ground surface that will allow reclamation/restoration. Topsoil from all decommissioning activities shall be salvaged and reapplied during final reclamation. The plan shall include provisions for monitoring and determining compliance with the plan.</li> <li>3. Soil borrow areas, cut-and-fill slopes, berms, water bars, and other disturbed areas shall be contoured to approximate naturally occurring slopes, thereby avoiding form and line contrasts with the existing landscapes. The Applicant shall contour to a rough texture (i.e., use large rocks/boulders, grade uneven surfaces, and/or vegetation mulches/debris) in order to trap seed and to discourage off-road travel, thereby reducing associated visual impacts.</li> <li>4. A combination of seeding, planting of nursery stock, transplanting of local vegetation within the proposed disturbance areas, and staging of decommissioning activities enabling direct transplanting shall be considered. Where feasible, native vegetation shall be used for revegetating to establish a composition consistent with the form, line, color, and texture of the surrounding undisturbed landscape.</li> <li>5. Stockpiled topsoil shall be reapplied to disturbed areas, and the areas shall be revegetated by using a mix of native species selected for visual compatibility with existing vegetation, where applicable, or by using a mix of native and non-native species if necessary to ensure successful revegetation. Gravel and other surface treatments shall be removed or buried.</li> <li>6. Rocks, brush, and vegetal debris shall be restored whenever possible to approximate pre-existing visual conditions.</li> </ol>	<p>Develop decommissioning and site reclamation plan</p> <p>Implement approved decommissioning and site reclamation plan</p>	<p>Include provisions for monitoring and determining compliance with the plan.</p>	<p>Prior to construction</p> <p>During decommissioning and site reclamation</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Air Quality</b>				
<b>Impact 4.3-1:</b> Construction and decommissioning of the Project would generate emissions of criteria air pollutants which could contribute to existing nonattainment conditions and further degrade air quality.	<b>Mitigation Measure 4.3-1:</b> The Applicant shall prepare and submit to the MDAQMD a dust control plan prior to commencing construction related earth-moving activity that describes all applicable dust control measures that will be implemented for the Project.	Submit plan to the MDAQMD	--	Prior to earth-moving activity
<b>Impact 4.3-2:</b> Operation and maintenance activities associated with the Project would generate emissions of criteria air pollutants which could contribute to existing nonattainment conditions and further degrade air quality.	<b>Mitigation Measure 4.3-2:</b> The Applicant shall ensure that all areas where desert pavement has been disturbed during construction of the Project shall be applied with a non-toxic soil stabilizer prior to Project operation. The Applicant shall develop, for review and approval by the County, a plan that outlines the frequency of non-toxic soil stabilizer applications based on the specifications of the selected soil stabilizer.	Submit plan to Riverside County	--	All Project phases
<b>Impact 4.3-4A:</b> The Project would expose workers to <i>Coccidioides</i> fungal spores if they are present in desert soils.	Implementation of Mitigation Measure 4.3-2 and Mitigation Measure 4.4-3a. 1. b.	Implement Mitigation Measure 4.3-2 and Mitigation Measure 4.4-3a. 1. b.		
<b>Biological Resources</b>				
<b>Impact 4.4-1:</b> Project construction would have a substantial adverse effect on special-status plants	<b>Mitigation Measure 4.4-1a: Qualifications of Designated Biologist.</b> The Applicant shall assign at least one Designated Biologist to the Project. The Applicant shall submit the resume of the proposed Designated Biologist(s), with at least three references and contact information, to the County for approval in consultation with CDFW and USFWS. The Designated Biologist must meet the following minimum qualifications: 1. Bachelor's degree in biological sciences, zoology, botany, ecology, or a closely related field; 2. Three years of experience in field biology or current certification of a nationally recognized biological society, such as The Ecological Society of America or The Wildlife Society; 3. Have at least one year of field experience with biological resources found in or near the Project area.	Approve qualifications of designated biologist.	--	Prior to construction

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<b>Impact 4.4-1 (cont.)</b>	<p>4. Meet the current USFWS Authorized Biologist qualifications criteria (<a href="http://www.fws.gov/ventura/speciesinfo/protocols_guidelines">www.fws.gov/ventura/speciesinfo/protocols_guidelines</a>), demonstrate familiarity with protocols and guidelines for the desert tortoise, and be approved by the USFWS;</p> <p>5. Possess a CESA Memorandum of Understanding pursuant to §2081(a) for desert tortoise.</p> <p>In lieu of the above requirements, the resume shall demonstrate to the satisfaction of the County, in consultation with CDFW and USFWS, that the proposed Designated Biologist or alternate has the appropriate training and background to effectively implement the mitigation measures.</p>			
	<p><b>Mitigation Measure 4.4-1b: Duties of the Designated Biologist.</b> The Applicant shall ensure that the Designated Biologist performs the activities described below during any site mobilization activities, construction-related ground disturbance, grading, boring or trenching activities. The Designated Biologist may be assisted by the approved Biological Monitor(s) but remains the contact for the Applicant and the County. The Designated Biologist Duties shall include the following:</p>	<p>Ensure that the designated biologist performs all required activities during any site disturbing activities. Ensure that any non-conformance is reported to the County.</p>	--	During ground disturbing activities
	<ol style="list-style-type: none"> <li>Advise the Applicant's construction and operation managers on the implementation of the biological resources mitigation measures;</li> <li>Consult on the preparation of the Biological Resources Mitigation, Implementation, and Monitoring Plan (BRMIMP) to be submitted by the Applicant;</li> <li>Be available to supervise, conduct and coordinate mitigation, monitoring, and other biological resources compliance efforts, particularly in areas requiring avoidance or containing sensitive biological resources, such as special-status species or their habitat;</li> <li>Clearly mark sensitive biological resource areas and inspect these areas at appropriate intervals for compliance with regulatory terms and conditions;</li> <li>Inspect active construction areas where animals may have become trapped prior to construction commencing each day. At the end of the day, inspect for the installation of structures that prevent entrapment or allow escape during periods of construction inactivity. Periodically inspect areas with high vehicle activity (e.g., parking lots) for animals in harm's way;</li> <li>Notify the Applicant and the County of any non-compliance with any biological resources mitigation measure;</li> <li>Respond directly to inquiries of the County regarding biological resource issues;</li> <li>Maintain written records of the tasks specified above and those included in the BRMIMP. Summaries of these records shall be submitted in the Monthly Compliance Report and the Annual Compliance Report;</li> <li>Train the Biological Monitors as appropriate, and ensure their familiarity with the BRMIMP, Worker Environmental Awareness Program (WEAP) training, and USFWS guidelines on desert tortoise surveys and handling procedures<sup>1</sup>; and</li> </ol>			

<sup>1</sup> Available at: [http://www.fws.gov/ventura/species\\_information/protocols\\_guidelines/](http://www.fws.gov/ventura/species_information/protocols_guidelines/)



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-1 (cont.)	<p>10. Maintain the ability to be in regular, direct communication with representatives of CDFW, USFWS, and the County, including notifying these agencies of dead or injured listed species and reporting special-status species observations to the California Natural Diversity Data Base.</p>			
	<p><b>Mitigation Measure 4.4-1c: Identification of Biological Monitors.</b> The Designated Biologist shall submit the resume, at least three references, and contact information of the proposed Biological Monitors to the County. The resume shall demonstrate, to the satisfaction of the County, the appropriate education and experience to accomplish the assigned biological resource tasks. The Biological Monitor is the equivalent of the USFWS-approved biologist (also "Service-approved biologist").</p> <p>Biological Monitor(s) training by the Designated Biologist shall include familiarity with the mitigation measures, BRMIMP, WEAP, and USFWS guidelines on desert tortoise surveys and handling procedures.</p>	Review and approve the proposed Biological Monitors	--	Prior to construction
	<p><b>Mitigation Measure 4.4-1d: Duties of Biological Monitors.</b> The Biological Monitors shall assist the Designated Biologist in conducting surveys and in monitoring of site mobilization activities, construction-related ground disturbance, grading, boring or trenching. The Designated Biologist shall remain the contact for the Applicant and the County.</p>	Ensure the Biological Monitors assist the Designated Biologist	--	During site disturbing activities
	<p><b>Mitigation Measure 4.4-1e: Authority of the Designated Biologist and Biological Monitors.</b> The Applicant's construction/operation manager shall act on the advice of the Designated Biologist and Biological Monitor(s) to ensure conformance with the biological resources mitigation measures. The Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with these conditions and/or order any reasonable measure to avoid take of an individual of a listed species. If required by the Designated Biologist and Biological Monitor(s) the Applicant's construction/operation manager shall halt all site mobilization, ground disturbance, grading, boring, trenching, and operation activities in areas specified by the Designated Biologist. The Designated Biologist shall:</p> <ol style="list-style-type: none"> <li>1. Require a halt to all activities in any area when determined that there would be an unauthorized adverse impact to biological resources if the activities continued;</li> <li>2. Inform the Applicant and the construction/operation manager when to resume activities; and</li> <li>3. Notify the County if there is a halt of any activities and advise the County of any corrective actions that have been taken or would be instituted as a result of the work stoppage.</li> </ol> <p>If the Designated Biologist is unavailable for direct consultation, the Biological Monitor shall act on behalf of the Designated Biologist.</p>	Ensure conformance with the biological resources mitigation measures and advice of the Designated Biologist and Biological Monitors	--	Prior to and during construction
	<p><b>Mitigation Measure 4.4-1f: Biological Resources Mitigation Implementation and Monitoring Plan.</b> The Applicant shall develop a BRMIMP, and shall submit two copies of the proposed BRMIMP to the County for review and approval. The Applicant shall implement the measures identified in the approved BRMIMP. The BRMIMP shall incorporate avoidance and minimization measures described in final versions of the Invasive Weed Management Plan (Mitigation Measure 4.4-8), the Special-Status Plant Species Impact Avoidance and Mitigation Plan (Mitigation Measure 4.4-1g) and</p>	Review and approve the proposed BRMIMP	As detailed in listed monitoring plans	Prior to construction

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-1 (cont.)	<p>Decommissioning and Reclamation Plan (Mitigation Measure 4.4-7), the Desert Tortoise Relocation Translocation Plan (Mitigation Measure 4.4-2b), the Raven Management Plan (Mitigation Measure 4.4-3b), the Burrowing Owl Mitigation and Monitoring Plan (Mitigation Measure 4.4-8), and all other biological mitigation and/or monitoring plans associated with the Project.</p> <p>The BRMIMP shall be prepared in consultation with the Designated Biologist and shall include accurate and up-to-date maps depicting the location of sensitive biological resources that require temporary or permanent protection during construction and operation. The BRMIMP shall include complete and detailed descriptions of the following:</p> <ol style="list-style-type: none"> <li>1. All biological resources mitigation, monitoring, and compliance measures proposed and agreed to by the Applicant;</li> <li>2. All biological resources mitigation measures identified as necessary to avoid or mitigate impacts;</li> <li>3. All biological resource mitigation, monitoring and compliance measures required in federal agency terms and conditions, such as those provided in the USFWS Biological Opinion;</li> <li>4. All sensitive biological resources to be impacted, avoided, or mitigated by Project construction, operation, and closure;</li> <li>5. All required mitigation measures for each sensitive biological resource;</li> <li>6. All measures that shall be taken to avoid or mitigate temporary disturbances from construction activities;</li> <li>7. Duration for each type of monitoring and a description of monitoring methodologies and frequency;</li> <li>8. Performance standards to be used to help decide if/when proposed mitigation is or is not successful;</li> <li>9. All performance standards and remedial measures to be implemented if performance standards are not met;</li> <li>10. Biological resources-related facility closure measures including a description of funding mechanism(s);</li> <li>11. A process for proposing plan modifications to the County and appropriate agencies for review and approval; and</li> <li>12. A requirement to submit any sightings of any special-status species that are observed on or in proximity to the Project site, or during Project surveys, to the CNDDB per CDFW requirements.</li> </ol>			
	<p><b>Mitigation Measure 4.4-1g: Special-Status Plant Species Impact Avoidance and Minimization, and Compensation.</b> For this four-part measure, the Applicant shall: A) prepare and implement a Special-Status Plant Species Impact Avoidance and Mitigation Plan that meets the approval of County, B) ensure adequate special-status plant surveys and reporting; C) avoid, minimize and mitigate for impacts to special-status plants; and D) fund or support a compensatory mitigation program for special-status plants through land acquisition, restoration/enhancement, or a combination of acquisition and restoration/ enhancement.</p>	Review and approve a Special-Status Plant Species Impact Avoidance and Mitigation Plan.	Weekly monitoring of ESAs.	Prior to, during, and after construction and decommissioning

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-1 (cont.)	<p>In this discussion, the term "Project Disturbance Area" encompasses all areas to be temporarily and permanently disturbed by the Project, including the plant site, linear facilities, and areas disturbed by temporary access roads, fence installation, construction work lay-down and staging areas, parking, storage, or by any other activities resulting in disturbance to soil or vegetation.</p> <p><b>A) Special-Status Plant Impact Avoidance and Minimization Measures</b></p> <p>This measure contains the Best Management Practices and other measures designed to avoid accidental impacts to plants occurring outside of the Project Disturbance Area and within 100 feet of the Project Disturbance Area during construction, operation, and decommissioning. The Applicant shall incorporate all measures for protecting special-status plants in close proximity to the site into the BRMIMP (Mitigation Measure 4.4-1f). These measures shall include the following elements:</p> <ol style="list-style-type: none"> <li>1. <b>Site Design Modifications:</b> Incorporate site design modifications to minimize impacts to special-status plants along the Project linears: limiting the width of the work area; adjusting the location of staging areas, lay downs, spur roads and poles or towers; driving and crushing vegetation as an alternative to blading temporary roads to preserve the seed bank, and minor adjustments to the alignment of the roads and pipelines within the constraints of the Project Area. If engineered diversion channels are included, their discharge points shall be designed to maintain the natural surface drainage patterns between the engineered channel and the outlet of the natural washes that flow toward the south and east, downstream of the Project. These modifications shall be clearly depicted on the grading and construction plans, and on report-sized maps in the BRMIMP.</li> <li>2. <b>Establish Environmentally Sensitive Areas (ESAs).</b> Prior to the start of any ground- or vegetation-disturbing activities, a qualified Project biologist shall establish ESAs to protect avoided special-status plants that occur outside of the Project Disturbance Areas and within 100 feet of Project Disturbance Areas. This includes plant occurrences identified during the late season 2011 surveys. The locations of ESAs shall be clearly depicted on construction drawings, which shall also include all avoidance and minimization measures on the margins of the construction plans. The boundaries of the ESAs shall be placed a minimum of 20 feet from the uphill side of the occurrence and 10 feet from the downhill side. Where this is not possible due to construction constraints, other protection measures, such as silt-fencing and sediment controls, may be employed to protect the occurrences. Equipment and vehicle maintenance areas, and wash areas, shall be located 100 feet from the uphill side of any ESAs. ESAs shall be clearly delineated in the field with temporary construction fencing and signs prohibiting movement of the fencing or sediment controls under penalty of work stoppages and additional compensatory mitigation. ESAs shall also be clearly identified (with signage or by mapping on site plans) to ensure that avoided plants are not inadvertently harmed during construction, operation, or closure.</li> <li>3. <b>Special-Status Plant Worker Environmental Awareness Program (WEAP).</b> The WEAP (Mitigation Measure 4.4-17, below) shall include training components specific to protection of special-status plants that may occur in the Study Area.</li> </ol>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<b>Impact 4.4-1 (cont.)</b>	<p>4. <i>Herbicide and Soil Stabilizer Drift Control Measures.</i> Special-status plant occurrences within 100 feet of the Project Disturbance Area shall be protected from herbicide and soil stabilizer drift. The Invasive Weed Management Plan (Mitigation Measure 4.4-3a) shall include measures to avoid chemical drift or residual toxicity to special-status plants consistent with guidelines such as those provided by the Nature Conservancy's The Global Invasive Species Team (Hillmer and Liedtke, 2003), the USEPA, and the Pesticide Action Network Database.<sup>2</sup></p> <p>5. <i>Erosion and Sediment Control Measures.</i> Erosion and sediment control measures shall not inadvertently impact special-status plants (e.g., by using invasive or non-native plants in seed mixes, introducing pest plants through contaminated seed or straw, etc.). These measures shall be incorporated in any required Drainage, Erosion, and Sedimentation Control Plans.</p> <p>6. <i>Avoid Special-Status Plant Occurrences.</i> Areas for spoils, equipment, vehicles, and materials storage areas; parking, equipment and vehicle maintenance areas, and wash areas shall be placed at least 100 feet from any ESAs.</p> <p>7. <i>Monitoring and Reporting Requirements.</i> The qualified botanist shall conduct weekly monitoring of the ESAs that protect special-status plant occurrences during construction and decommissioning activities.</p> <p><b>B) Ensure Adequate Special-Status Plant Surveys and Reporting</b></p> <p>At least 30 days prior to construction, the Applicant shall ensure that botanical surveys have been fully performed and reported on the proposed and alternative gen-tie routes, as described below:</p> <p>1. <i>Survey Timing.</i> Surveys shall be timed to detect: a) summer annuals triggered to germinate by the warm, tropical summer storms (which may occur any time between June and October). Fall-blooming perennials that respond to the cooler, later season storms (typically beginning in September or October) shall only be required if blooms and seeds are necessary for identification or the species are summer-deciduous and require leaves for identification. The surveys shall not be timed to coincide with the statistical peak bloom period of the target species but shall instead be based on plant phenology and the timing of a significant storm event (i.e., a 10mm or greater rain or multiple storm events of sufficient volume to trigger germination, as measured at or within 1 mile of the Project site). Surveys shall occur at the appropriate time to capture the characteristics necessary to identify the taxon.</p> <p>2. <i>Surveyor Qualifications and Training.</i> Surveys shall be conducted by a qualified botanist knowledgeable in the complex biology of the local flora, and consistent with CDFW protocols (CDFG, 2009). Each surveyor shall be equipped with a GPS unit and record a complete tracklog; these data shall be compiled and submitted along with the Summer-Fall Survey Botanical Report (described below). Prior to the start of surveys, all crew members shall, at a minimum, visit reference sites (where available) and/or review herbarium specimens of all BLM Sensitive plants, CNPS List 1B or 2 (Nature Serve rank S1 and S2) or proposed List 1B or 2 taxa, and any new</p>			

<sup>2</sup> Available at: <http://www.pesticideinfo.org>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p>				
<p><b>Impact 4.4-1 (cont.)</b></p>	<p>reported or documented taxa, to obtain a search image. Because the potential for range extensions is unknown, the list of potentially occurring special-status plants shall include all special-status taxa known to occur within the Sonoran Desert region and the eastern portion of the Mojave in California. The list shall also include taxa with bloom seasons that begin in fall and extend into the early spring as many of these are reported to be easier to detect in fall, following the start of the fall rains.</p> <p>3. <i>Survey Coverage.</i> The survey coverage or intensity shall be in accordance with the most recent BLM Survey Protocols, which specify that intuitive controlled surveys shall only be accomplished by botanists familiar with the habitats and species that may reasonably be expected to occur in the project area (BLM, 2009).</p> <p>4. <i>Documenting Occurrences.</i> If a special-status plant is detected, the full extent of the population on-site shall be recorded using GPS in accordance with BLM survey protocols. Additionally, the extent of the population within 1 mile of Project boundaries shall be assessed at least qualitatively to facilitate an accurate estimation of the proportion of the population affected by the Project. For populations that are very dense or very large, the population size may be estimated by simple sampling techniques. When populations are very extensive or locally abundant, the surveyor must provide some basis for this assertion and roughly map the extent on a topographic map. All but the smallest populations (e.g., a population occupying less than 100 square feet) shall be recorded as area polygons; the smallest populations may be recorded as point features. All GPS-recorded occurrences shall include: the number of plants, phenology, observed threats (e.g., OHV or invasive exotics), and habitat or community type. The map of occurrences submitted with the final botanical report shall be prepared to ensure consistency with definition of an occurrence by CNDDDB, i.e., occurrences found within 0.25 mile of another occurrence of the same taxon, and not separated by significant habitat discontinuities, shall be combined into a single 'occurrence'. The Applicant shall also submit the raw GPS shape files and metadata, and completed CNDDDB forms for each 'occurrence' (as defined by CNDDDB).</p> <p>5. <i>Reporting.</i> Raw GPS data, metadata, and CNDDDB field forms shall be provided to the County within 2 weeks of the completion of each survey. If surveys are split into two or more periods (e.g., a late summer survey and a fall survey), then a summary letter shall be submitted following each survey period.</p> <p>6. The Final Summer-Fall Botanical Survey Report shall be prepared consistent with CDFW guidelines (CDFG, 2009), and BLM 2009 guidelines and shall include all of the following components:</p> <ul style="list-style-type: none"> <li>a. the BLM designation, NatureServe Global and State Rank of each species or taxon found (or proposed rank, or CNPS List);</li> <li>b. the number or percent of the occurrence that will be directly affected, and indirectly affected by changes in drainage patterns or altered geomorphic processes;</li> <li>c. the habitat or plant community that supports the occurrence and the total acres of that habitat or community type that occurs in the Project Disturbance Area;</li> </ul>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p>				
<p><b>Impact 4.4-1 (cont.)</b></p>	<p>d. an indication of whether the occurrence has any local or regional significance (e.g., if it exhibits any unusual morphology, occurs at the periphery of its range in California, represents a significant range extension or disjunct occurrence, or occurs in an atypical habitat or substrate);</p> <p>e. a completed CNDDDB field form for every occurrence (occurrences of the same species within 0.25 mile or less of each other combined as one occurrence, consistent with CNDDDB methodology), and</p> <p>f. two maps: one that depicts the raw GPS data (as collected in the field) on a topographic base map with Project features; and a second map that follows the CNDDDB protocol for occurrence mapping.</p> <p><b>C) Avoidance Requirements for Special-Status Plants</b></p> <p>The Applicant shall avoid impacts to special-status plant populations whenever possible, as described below.</p> <p>1. <i>Mitigation for CNDDDB Rank 1 Plants: Avoidance on Linear Corridors Required.</i> If species with a CNDDDB rank of 1 is detected within the Project Disturbance Area, the Applicant shall prepare and implement a Special-Status Plant Mitigation Plan (Plan) that describes measures to avoid and minimize impacts to plant populations on the Project linear corridors and construction laydown areas, unless such avoidance would create greater environmental impacts in other resource areas (e.g. Cultural Resource Sites) or other restrictions (e.g., FAA or other restrictions for placement of transmission poles). The Applicant shall provide compensatory mitigation as described below in Section D for impacts to Rank 1 plants that cannot be avoided.</p> <p>2. <i>Preservation of the Germplasm of CNDDDB Rank 1 Plants.</i> For all significant impacts to CNDDDB Rank 1 Plants, regardless of whether compensatory mitigation is required, mitigation shall include seed collection from the affected special-status plants on-site prior to construction to conserve the germplasm and provide a seed source for restoration efforts. The seed shall be collected under the supervision or guidance of a reputable seed storage facility such as the Rancho Santa Ana Botanical Garden Seed Conservation Program, San Diego Natural History Museum, or the Missouri Botanical Garden. The costs associated with the long-term storage of the seed shall be the responsibility of the Applicant. Any efforts to propagate and reintroduce special-status plants from seeds in the wild shall be carried out under the direct supervision of specialists such as those listed above and as part of a Habitat Restoration/Enhancement Plan approved by the County.</p> <p>3. Avoidance and protection of desert dry wash woodland riparian habitat. A 50-foot buffer shall be fenced around the approximately 4.2-acre area identified as desert dry wash woodland (riparian) within solar plant site Unit 2 as shown in EIR Figure 4.4-1. Fencing shall consist of three- or four-strand smooth wire fence that shall be erected concurrent with the installation of solar plant site perimeter fencing prior to construction within Unit 2. The desert dry wash woodland fencing shall be maintained and the enclosed area monitored for avian use for the duration of the Project.</p>			

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-1 (cont.)	<p><b>D) Off-Site Compensatory Mitigation for Special-Status Plants</b></p> <p>This section describes performance standards for mitigation for a range of options for compensatory mitigation.</p> <p>Where compensatory mitigation is required under the terms of Section C, above, the Applicant shall mitigate Project impacts to special-status plant occurrences with compensatory mitigation. Compensatory mitigation shall consist of acquisition of habitat supporting the target species, or restoration/enhancement of populations of the target species, and shall meet the performance standards for mitigation described below. Compensatory mitigation shall be at a ratio of 3:1 for Rank 1 plants, with 3 acres of habitat acquired or restored/enhanced for every acre of habitat occupied by the special-status plant that will be disturbed by the Project Disturbance Area (for example, if the area occupied by the special-status plant collectively measured is 0.25 acre, the compensatory mitigation will be 0.75 acre). The mitigation ratio for Rank 2 plants shall be 2:1. So, for the example above, the mitigation ratio would be 0.5 acre for the Rank 2 plants.</p> <p>The Applicant shall provide funding for the acquisition and/or restoration/ enhancement, initial improvement, and long-term maintenance and management of the acquired or restored lands. The actual costs to comply with this condition will vary depending on the Project Disturbance Area, the actual costs of acquiring compensation habitat, the actual costs of initially improving the habitat, the actual costs of long-term management as determined by a Property Analysis Record (PAR) report, and other transactional costs related to the use of compensatory mitigation.</p> <p>The Applicant shall comply with other related requirements of this measure, as follows:</p> <p><b>1. Compensatory Mitigation by Acquisition:</b> The requirements for the acquisition initial protection and habitat improvement, and long-term maintenance and management of special-status plant compensation lands include all of the following:</p> <ol style="list-style-type: none"> <li>1. <i>Selection Criteria for Acquisition Lands.</i> The compensation lands selected for acquisition may include any of the following three categories:               <ol style="list-style-type: none"> <li>a. <b>Occupied Habitat, No Habitat Threats:</b> The compensation lands selected for acquisition shall be occupied by the target plant population and shall be characterized by site integrity and habitat quality that are required to support the target species, and shall be of equal or better habitat quality than that of the affected occurrence. The occurrence of the target special-status plant on the proposed acquisition lands should be viable, stable or increasing (in size and reproduction).</li> <li>b. <b>Occupied Habitat, Habitat Threats.</b> Occupied compensation lands characterized by habitat threats may also be acquired as long as the population could be reasonably expected to recover with habitat restoration efforts (e.g., OHV or grazing exclusion, or removal of invasive non-native plants) and is accompanied by a Habitat Enhancement/Restoration Plan as described in Section D.II, below.</li> </ol> </li> </ol>			

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
Biological Resources (cont.)	Impact 4.4-1 (cont.)			
	<p>c. Unoccupied but Adjacent. The Applicant may also acquire habitat for which occupancy by the target species has not been documented, if the proposed acquisition lands are adjacent to occupied habitat. The Applicant shall provide evidence that acquisitions of such unoccupied lands would improve the defensibility and long-term sustainability of the occupied habitat by providing a protective buffer around the occurrence and by enhancing connectivity with undisturbed habitat. This acquisition may include habitat restoration efforts where appropriate, particularly when these restoration efforts will benefit adjacent habitat that is occupied by the target species.</p> <p>2. <i>Review and Approval of Compensation Lands Prior to Acquisition.</i> The Applicant shall submit a formal acquisition proposal to the County describing the parcel(s) intended for purchase. This acquisition proposal shall discuss the suitability of the proposed parcel(s) as compensation lands for special-status plants in relation to the criteria listed above, and must be approved by the County.</p> <p>3. <i>Management Plan.</i> The Applicant or approved third party shall prepare a management plan for the compensation lands in consultation with the entity that will be managing the lands. The goal of the management plan shall be to support and enhance the long-term viability of the target special-status plant occurrences. The Management Plan shall be submitted for review and approval to the County.</p> <p>4. <i>Integrating Special-Status Plant Mitigation with Other Mitigation lands.</i> If all or any portion of the acquired desert tortoise, waters of the state, or other required compensation lands meets the criteria above for special-status plant compensation lands, the portion of the other species' or habitat compensation lands that meets any of the criteria above may be used to fulfill that portion of the obligation for special-status plant mitigation.</p> <p>5. <i>Compensation Lands Acquisition Requirements.</i> The Applicant shall comply with the following requirements relating to acquisition of the compensation lands after the County, has approved the proposed compensation lands:</p> <ol style="list-style-type: none"> <li><i>Preliminary Report.</i> The Applicant, or an approved third party, shall provide a recent preliminary title report, initial hazardous materials survey report, biological analysis, and other necessary or requested documents for the proposed compensation land to the County. All documents conveying or conserving compensation lands and all conditions of title are subject to review and approval by the County. For conveyances to the state, approval may also be required from the California Department of General Services, the Fish and Game Commission and the Wildlife Conservation Board.</li> <li><i>Title/Conveyance.</i> The Applicant shall acquire and transfer fee title to the compensation lands, a conservation easement over the lands, or both fee title and conservation easement, as required by the County. Any transfer of a conservation easement or fee title must be to CDFW, a non-profit organization qualified to hold title to and manage compensation lands (pursuant to California Government Code §65965), or to another public agency approved by</li> </ol>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p>				
<p><b>Impact 4.4-1 (cont.)</b></p>	<p>the County. If an approved non-profit organization holds fee title to the compensation lands, a conservation easement shall be recorded in favor of CDFW or another entity approved by the County. If an entity other than CDFW holds a conservation easement over the compensation lands, the County may require that CDFW or another entity approved by the County, in consultation with CDFW, be named a third-party beneficiary of the conservation easement. The Applicant shall obtain approval of the County of the terms of any transfer of fee title or conservation easement to the compensation lands.</p>			
	<p>c. Initial Protection and Habitat Improvement. The Applicant shall fund activities that the County requires for the initial protection and habitat improvement of the compensation lands. These activities will vary depending on the condition and location of the land acquired, but may include trash removal, construction and repair of fences, invasive plant removal, and similar measures to protect habitat and improve habitat quality on the compensation lands. The costs of these activities are estimated to be \$330 per acre, using the estimated cost per acre for desert tortoise mitigation as a best available proxy, at the ratio of 3:1 for Rank 1 plants and 2:1 for Rank 2 plants, but actual costs will vary depending on the measures that are required for the compensation lands. A non-profit organization, CDFW, or another public agency may hold and expend the habitat improvement funds if it is qualified to manage the compensation lands (pursuant to California Government Code §65965), if it meets the approval of the County in consultation with CDFW, and if it is authorized to participate in implementing the required activities on the compensation lands. If CDFW takes fee title to the compensation lands, the habitat improvement fund must be paid to CDFW or its designee.</p>			
	<p>d. Property Analysis Record. Upon identification of the compensation lands, the Applicant shall conduct a Property Analysis Record (PAR) or PAR-like analysis to establish the appropriate amount of the long-term maintenance and management fund to pay the in-perpetuity management of the compensation lands. The PAR or PAR-like analysis must be approved by the County before it can be used to establish funding levels or management activities for the compensation lands.</p>			
	<p>e. Long-term Maintenance and Management Funding. In accordance with Mitigation Measure 4.4-1h (Phasing), the Applicant shall deposit in the National Fish and Wildlife Foundation's (NFWF) Renewable Energy Action Team (REAT) Account a non-wasting capital long-term maintenance and management fee in the amount determined through the PAR or PAR-like analysis conducted for the compensation lands.</p>			
	<p>f. The County, in consultation with CDFW, may designate another non-profit organization to hold the long-term maintenance and management fee if the organization is qualified to manage the compensation lands in perpetuity. If CDFW takes fee title to the compensation lands, CDFW shall determine whether it will hold the long-term management fee in the special deposit fund, leave the money in the REAT Account, or designate another entity to manage the long-term maintenance and management fee for CDFW and with CDFW supervision.</p>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-1 (cont.)</b></p>	<p>g. Interest, Principal, and Pooling of Funds. The Applicant shall ensure that an agreement is in place with the long-term maintenance and management fund (endowment) holder/manager to ensure the following requirements are met:</p> <ul style="list-style-type: none"> <li>i. Interest generated from the initial capital long-term maintenance and management fund shall be available for reinvestment into the principal and for the long-term operation, management, and protection of the approved compensation lands, including reasonable administrative overhead, biological monitoring, improvements to carrying capacity, law enforcement measures, and any other action that is approved by the County and is designed to protect or improve the habitat values of the compensation lands.</li> <li>ii. Withdrawal of Principal. The long-term maintenance and management fund principal shall not be drawn upon unless such withdrawal is deemed necessary by the County or by the approved third-party long-term maintenance and management fund manager, to ensure the continued viability of the species on the compensation lands.</li> <li>iii. Pooling Long-Term Maintenance and Management Funds. An entity approved to hold long-term maintenance and management funds for the Project may pool those funds with similar non-wasting funds that it holds from other projects for long-term maintenance and management of compensation lands for special-status plants. However, for reporting purposes, the long-term maintenance and management funds for this Project must be tracked and reported individually to the County.</li> <li>h. Other Expenses. In addition to the costs listed above, the Applicant shall be responsible for all other costs related to acquisition of compensation lands and conservation easements, including but not limited to the title and document review costs incurred from other state agency reviews, overhead related to providing compensation lands to CDFW or an approved third-party, escrow fees or costs, environmental contaminants clearance, and other site cleanup measures.</li> <li>i. Mitigation Security. The Applicant shall provide financial assurances in accordance with Mitigation Measure 4.4-1h (<i>Phasing</i>), below, to the County to guarantee that an adequate level of funding is available to implement any of the mitigation measures required by this condition that are not completed prior to the start of ground-disturbing Project activities. Financial assurances shall be provided to the County in the form of an irrevocable letter of credit, a pledged savings account or another form of approved security ("Security"). The amount of the Security shall be \$2,280 per acre, using the estimated cost per acre for desert tortoise mitigation as a best available proxy, at a ratio of 3:1 for Rank 1 plants and 2:1 for Rank 2 plants, for every acre of habitat supporting the target special-status plant species which is impacted by the Project. The actual costs to comply with this condition will vary depending on the actual costs of acquiring compensation habitat, the costs of initially improving the habitat, and the actual costs of long-term management as</li> </ul>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-1 (cont.)</b></p>	<p>determined by a PAR report. Prior to submitting the Security to the County, the Applicant shall obtain the County's approval of the form of the Security. The County may draw on the Security if the County determines the Applicant has failed to comply with the requirements specified in this condition. The County may use money from the Security solely for implementation of the requirements of this condition. The County's use of the Security to implement measures in this condition may not fully satisfy the Applicant's obligations under this condition, and the Applicant remains responsible for satisfying the obligations under this condition if the Security is insufficient. The unused Security shall be returned to the Applicant in whole or in part upon successful completion of the associated requirements in this condition.</p> <p>j. The Applicant may elect to comply with the requirements in this condition for acquisition of compensation lands, initial protection and habitat improvement on the compensation lands, or long-term maintenance and management of the compensation lands by funding, or any combination of these three requirements, by providing funds to implement those measures into the REAT Account established with the NFWF. To use this option, the Applicant must make an initial deposit to the REAT Account in an amount equal to the estimated costs (as set forth in the Security section of this condition) of implementing the requirement. If the actual cost of the acquisition, initial protection and habitat improvements, or long-term funding is more than the estimated amount initially paid by the Applicant, the Applicant shall make an additional deposit into the REAT Account sufficient to cover the actual acquisition costs, the actual costs of initial protection and habitat improvement on the compensation lands, and the long-term funding requirements as established in an approved PAR or PAR-like analysis. If those actual costs or PAR projections are less than the amount initially transferred by the Applicant, the remaining balance shall be returned to the Applicant.</p> <p>The responsibility for acquisition of compensation lands may be delegated to a third party other than NFWF, such as a non-governmental organization supportive of desert habitat conservation, by written agreement of the Energy Commission. Such delegation shall be subject to approval by the County, in consultation with CDFW, BLM, and USFWS, prior to land acquisition, enhancement or management activities. The Applicant, or an approved third party to which the Applicant has delegated land acquisition activities pursuant to an executed agreement, shall acquire the land, in fee or in easement, no more than 18 months after the start of Project ground-disturbing activities.</p> <p><b>II. <i>Compensatory Mitigation by Habitat Enhancement/Restoration:</i></b></p> <p>As an alternative or adjunct to land acquisition for compensatory mitigation the Applicant may undertake habitat enhancement or restoration for the target special-status plant species. Habitat enhancement or restoration activities must achieve protection at a 3:1 ratio for Rank 1 plants and 2:1 for Rank 2 plants, with improvements applied to 3 acres, or 2 acres, respectively, of habitat for every acre of special-status plant habitat directly or indirectly disturbed by the Project Disturbance Area (for example, if the area occupied by the special-status plant collectively measured is</p>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-1 (cont.)</b></p>	<p>0.25 acre, the improvements would be applied to an area equal to 0.75 acre at a 3:1 ratio, or 0.5 acre at a 2:1 ratio). Examples of suitable enhancement projects include but are not limited to the following: i) control unauthorized vehicle use into an occurrence (or pedestrian use if clearly damaging to the species); ii) control of invasive non-native plants that infest or pose an immediate threat to an occurrence; iii) exclude grazing by wild burros or livestock from an occurrence; or iv) restore lost or degraded hydrologic or geomorphic functions critical to the species by restoring previously diverted flows, removing obstructions to the wind sand transport corridor above an occurrence, or increasing groundwater availability for dependent species.</p> <p>If the Applicant elects to undertake a habitat enhancement project for mitigation, the project must meet the following performance standards: The proposed enhancement project shall achieve rescue of an off-site occurrence that is currently assessed, based on the NatureServe threat ranking system (Master et al., 2009; see also Morse et al., 2004) with one of the following threat ranks: a) long-term decline &gt;30 percent; b) an immediate threat that affects &gt;30 percent of the population, or c) has an overall threat impact that is High to Very High. "Rescue" would be considered successful if it achieves an improvement in the occurrence trend to "stable" or "increasing" status, or downgrading of the overall threat rank to slight or low (from "High" to "Very High").</p> <p>If the Applicant elects to undertake a habitat enhancement project for mitigation, they shall submit a Habitat Enhancement/Restoration Plan to the County for review and approval, and shall provide sufficient funding for implementation and monitoring of the Plan. The amount of the Security shall be \$2,280 per acre, using the estimated cost per acre for Desert Tortoise mitigation as a best available proxy, at the ratio of 3:1 for Rank 1 plants and 2:1 for Rank 2 plants, for every acre of habitat supporting the target special-status plant species which is directly or indirectly impacted by the project. The amount of the security may be adjusted based on the actual costs of implementing the enhancement, restoration and monitoring. The implementation and monitoring of the enhancement/restoration may be undertaken by an appropriate third party such as NFWF, subject to approval by the County. The Habitat Enhancement/Restoration Plan shall include each of the following:</p> <ol style="list-style-type: none"> <li>1. Goals and Objectives. Define the goals of the restoration or enhancement project and a measurable course of action developed to achieve those goals. The objective of the proposed habitat enhancement plan shall include restoration of a target special-status plant occurrence that is currently threatened with a long-term decline. The proposed enhancement plan shall achieve an improvement in the occurrence trend to "stable" or "increasing" status, or downgrading of the overall threat rank to slight or low (from "High" to "Very High").</li> <li>2. Historical Conditions. Provide a description of the pre-impact or historical conditions (before the site was degraded by weeds or grazing or ORV, etc.), and the desired conditions.</li> <li>3. Site Characteristics. Describe other site characteristics relevant to the restoration or enhancement project (e.g., composition of native and pest plants, topography and drainage patterns, soil types, geomorphic and hydrologic processes important to the site or species).</li> </ol>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-1 (cont.)	<p>4. Ecological Factors. Describe other important ecological factors of the species being protected, restored, or enhanced such as total population, reproduction, distribution, pollinators, etc.</p> <p>5. Methods. Describe the restoration methods that will be used (e.g., invasive exotics control, site protection, seedling protection, propagation techniques, etc.) and the long-term maintenance required. The implementation phase of the enhancement must be completed within five years.</p> <p>6. Budget. Provide a detailed budget and time-line, and develop clear, measurable, objective-driven annual success criteria.</p> <p>7. Monitoring. Develop clear, measurable monitoring methods that can be used to evaluate the effectiveness of the restoration and the benefit to the affected species. The Plan shall include a minimum of five years of quarterly monitoring, and then annual monitoring for the remainder of the enhancement project, and until the performance standards for rescue of a threatened occurrence are met. At a minimum the progress reports shall include: quantitative measurements of the projects progress in meeting the enhancement project success criteria, detailed description of remedial actions taken or proposed, and contact information for the responsible parties.</p> <p>8. Reporting Program. The Plan shall ensure accountability with a reporting program that includes progress toward goals and success criteria. Include names of responsible parties.</p> <p>9. Contingency Plan. Describe the contingency plan for failure to meet annual goals.</p> <p>10. Long-term Protection. Include proof of long-term protection for the restoration site. For private lands this would include conservations easements or other deed restrictions; projects on public lands must be contained in a Desert Wildlife Management Area, Wildlife Habitat Management Area, or other land use protections that will protect the mitigation site and target species.</p>			
	<p><b>Mitigation Measure 4.4-1h: Phasing.</b> The Applicant shall provide compensatory mitigation for the total Project Disturbance Area and may provide such mitigation in multiple phases for distinct construction elements (e.g., Unit 1, Unit 2, etc.). These phases will generally include installation of fencing, clearing, grubbing and grading, and development of common facilities first, followed by the remaining power block units. All construction activities for the non-linear features during these subsequent phases will occur within desert tortoise exclusionary fenced areas that have been cleared in accordance with USFWS protocols.</p> <p>Prior to initiating each phase of construction the Applicant shall submit the actual construction schedule, a figure depicting the locations of proposed construction and amount of acres to be disturbed. Mitigation acres are calculated based on the compensation requirements for each resource type including desert tortoise (Mitigation Measure 4.4-3d), western burrowing owl (Mitigation Measure 4.4-8), Mojave fringe-toed lizard (Mitigation Measure 4.4-4d), and state waters (Mitigation Measure 4.4-4b). Compensatory mitigation for each phase shall be implemented according to the timing required by each condition.</p>	Review and approve phasing schedule, mitigation acreage, and compensatory mitigation for each phase of construction.	--	Prior to each phase of construction



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-2:</b> Project construction would have a substantial adverse direct effect on desert tortoise.</p>	<p><b>Mitigation Measure 4.4-2a: Measures to Avoid Take of Desert Tortoise.</b> The Applicant shall undertake appropriate measures to manage the construction site and related facilities in a manner to avoid or minimize impacts to desert tortoise. Methods for clearance surveys, fence specification and installation, tortoise handling, artificial burrow construction, egg handling, and other procedures shall be consistent with those described in the USFWS (2009) <i>Desert Tortoise Field Manual</i> or more current guidance provided by CDFW and USFWS. The Applicant shall also implement all terms and conditions described in the Biological Opinion prepared by USFWS. The Applicant shall implement the following measures:</p> <ol style="list-style-type: none"> <li>1. <b>Desert Tortoise Exclusion Fence Installation.</b> To avoid impacts to desert tortoises, permanent exclusion fencing shall be installed along the permanent perimeter security fence (boundaries) as phases are constructed. Biological monitoring or temporary fencing shall be used along linear features or any subset of the plant site phasing that does not correspond to permanent perimeter fencing. All fencing installation corridors shall be flagged to assist biologists in studying the fence route and surveyed within 24 hours prior to the initiation of fence construction. Clearance surveys of the desert tortoise exclusion fence and utility rights-of-way alignments shall be conducted by the Designated Biologist(s) using techniques outlined in the USFWS' 2009 <i>Desert Tortoise Field Manual</i> and may be conducted in any season with USFWS and CDFW approval. Biological Monitors may assist the Designated Biologist under his or her supervision. These fence clearance surveys shall provide 100-percent coverage of all areas to be disturbed and an additional transect along both sides of the fence line. Disturbance associated with desert tortoise exclusionary fence construction shall not exceed 30 feet on either side of the proposed fence alignment. Prior to the surveys the Applicant shall provide to the County, CDFW, and USFWS a figure clearly depicting the limits of construction disturbance for the proposed fence installation. The fence line survey area shall be 90 feet wide centered on the fence alignment. Where construction disturbance for fence line installation can be limited to 15 feet on either side of the fence line, this fence line survey area may be reduced to an area approximately 60 feet wide centered on the fence alignment. Transects shall be no greater than 15 feet apart. All desert tortoise burrows, and burrows constructed by other species that might be used by desert tortoises, shall be examined to assess occupancy of each burrow by desert tortoises and handled in accordance with the <i>Desert Tortoise Field Manual</i>. Any desert tortoise located during fence clearance surveys shall be handled by the Designated Biologist(s) in accordance with the <i>Desert Tortoise Field Manual</i>.</li> <li>a. <b>Timing, Supervision of Fence Installation.</b> The exclusion fencing shall be installed in any area subject to disturbance prior to the onset of site clearing and grubbing in that area. The fence installation shall be supervised by the Designated Biologist and monitored by the Biological Monitors to ensure the safety of any tortoise present.</li> <li>b. <b>Fence Material and Installation.</b> All desert tortoise exclusionary fencing shall be constructed in accordance with the USFWS' <i>Desert Tortoise Field Manual</i> (Chapter 8 – Desert Tortoise Exclusion Fence).</li> </ol>	<p>Implement listed measures</p>	<p>Reporting as needed on desert tortoise observations</p>	<p>Prior to and during construction</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p>	<p><b>Impact 4.4-2 (cont.)</b></p> <p>c. <i>Security Gates.</i> Security gates shall be designed with minimal ground clearance to deter ingress by tortoises. The gates may be electronically activated to open and close immediately after the vehicle(s) have entered or exited to prevent the gates from being kept open for long periods of time.</p> <p>d. <i>Fence Inspections.</i> Following installation of the desert tortoise exclusion fencing for both the permanent site fencing and temporary fencing in the utility corridors, the fencing shall be regularly inspected. If tortoise were moved out of harm's way during fence construction, permanent and temporary fencing shall be inspected at least two times a day for the first 7 days to ensure a recently moved tortoise has not been trapped within the fence. Thereafter, permanent fencing shall be inspected monthly and during and within 24 hours following all major rainfall events. A major rainfall event is defined as one for which flow is detectable within the fenced drainage. Any damage to the fencing shall be temporarily repaired immediately to keep tortoises out of the site, and permanently repaired within 48 hours of observing damage. Inspections of permanent site fencing shall occur for the life of the Project. Temporary fencing shall be inspected weekly and, where drainages intersect the fencing, during and within 24 hours following major rainfall events. All temporary fencing shall be repaired immediately upon discovery and, if the fence may have permitted tortoise entry while damaged, the Designated Biologist shall inspect the area for tortoise.</p> <p>2. <i>Desert Tortoise Clearance Surveys within the Plant Site.</i> Clearance surveys shall be conducted in accordance with the final USFWS-approved <i>Desert Tortoise Translocation Plan McCoy Solar Energy Project</i> (Appendix F in the Biological Assessment; Tetra Tech EC Inc., 2012) and shall consist of two surveys covering 100 percent the Project area by walking transects no more than 15 feet apart. If a desert tortoise is located on the second survey, a third survey shall be conducted. Each separate survey shall be walked in a different direction or parallel but offset to allow opposing angles of observation. Clearance surveys for non-linear areas of Phase 1A may be conducted outside the active season. Clearance surveys of the remaining portions of the power plant site may only be conducted when tortoises are most active in the Project vicinity (March through May or September through mid-November). Clearance surveys of linear features may be conducted during anytime of the year. Surveys outside of the active season in areas other than Phase 1A require approval by USFWS and CDFW. Any tortoise located during clearance surveys of the power plant site and linear features shall be relocated and monitored in accordance with the Desert Tortoise Relocation/Translocation Plan:</p> <p>a. <i>Burrow Searches.</i> During clearance surveys all desert tortoise burrows, and burrows constructed by other species that might be used by desert tortoises, shall be examined by the Designated Biologist, who may be assisted by the Biological Monitors, to assess occupancy of each burrow by desert tortoises and handled in accordance with the <i>Desert Tortoise Field Manual</i>. To prevent reentry by a tortoise or other wildlife, all burrows shall be collapsed once absence has been determined, but only on the last survey pass and if not occupied by other wildlife. Tortoises taken from burrows and from elsewhere on the power plant site shall be relocated or translocated as described in the Desert Tortoise Relocation/Translocation Plan.</p>			



TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<b>Impact 4.4-2 (cont.)</b>	<p>b. <i>Burrow Excavation/Handling.</i> All potential desert tortoise burrows located during clearance surveys would be excavated by hand, tortoises removed, and collapsed or blocked to prevent occupation by desert tortoises. All desert tortoise handling and removal, and burrow excavations, including nests, would be conducted by the Designated Biologist, who may be assisted by a Biological Monitor in accordance with the <i>Desert Tortoise Field Manual</i>.</p> <p>c. <i>Monitoring Following Clearing.</i> Following the desert tortoise clearance and removal from the power plant site and utility corridors, workers and heavy equipment shall be allowed to enter the Project site to perform clearing, grubbing, leveling, and trenching. A Designated Biologist shall oversee site clearing and shall be on-site during grading activities to find and move tortoises missed during the initial tortoise clearance survey. Should a tortoise be discovered, it shall be relocated or translocated as described in the Desert Tortoise Relocation/Translocation Plan.</p> <p>3. <i>Reporting.</i> The Designated Biologist shall record the following information for any desert tortoises handled: a) the locations (narrative and maps) and dates of observation; b) general condition and health, including injuries, state of healing and whether desert tortoise voided their bladders; c) location moved from and location moved to (using GPS technology); d) gender, carapace length, and diagnostic markings (i.e., identification numbers or marked lateral scutes); e) ambient temperature when handled and released; and f) digital photograph of each handled desert tortoise as described in the paragraph below. Desert tortoise moved from within Project areas shall be marked and monitored in accordance with the Desert Tortoise Relocation/Translocation Plan (Mitigation Measure 4.4-2b).</p>			
	<p><b>Mitigation Measure 4.4-2b: Desert Tortoise Relocation/Translocation Plan.</b> The Applicant shall develop and implement a final Desert Tortoise Relocation/Translocation Plan (Plan) that is consistent with current USFWS approved guidelines, and meets the approval of the County. The Plan shall include guidance during different phases of Project construction and shall include measures to minimize the potential for repeated translocations of individual desert tortoises. The final Plan shall include all revisions deemed necessary by the County, USFWS, and CDFW.</p>	Develop and implement plan	--	Prior to, during, and after construction
	<p><b>Mitigation Measure 4.4-2c: Project Notifications and Reporting.</b> The Applicant shall provide County staff with reasonable access to the Project site and compensation lands under the control of the Applicant and shall otherwise fully cooperate with the County's efforts to verify the Project owner's compliance with, or the effectiveness of, mitigation measures. The Designated Biologist shall do all of the following:</p> <ol style="list-style-type: none"> <li><b>Notification.</b> Notify the County at least 14 calendar days before initiating construction-related ground disturbance activities; immediately notify the County in writing if the Applicant is not in compliance with any required conditions of project approval, including but not limited to any actual or anticipated failure to implement mitigation measures within the specified time periods;</li> <li><b>Monitoring During Grubbing and Grading.</b> Remain on-site daily while vegetation salvage, grubbing, grading, and other ground-disturbance construction activities are taking place to avoid or minimize take of listed species, to check for compliance with all impact avoidance and minimization measures, and to check all exclusion zones to ensure that signs, stakes, and fencing are intact and that human activities are restricted in these protective zones.</li> </ol>	Implement listed measures	Daily monitoring during grubbing and grading Monthly compliance monitoring and reporting	Prior to, during, and after construction

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<p><b>Impact 4.4-2 (cont.)</b></p> <p>3. <b>Monthly Compliance Inspections.</b> Conduct compliance inspections at a minimum of once per month after clearing, grubbing, and grading are completed and submit a monthly compliance report to the County, USFWS, and CDFW during construction.</p> <p>4. <b>Notification of Injured, Dead, or Relocated Listed Species.</b> In the event of a sighting in an active construction area (e.g., with equipment, vehicles, or workers), injury, kill, or relocation of any listed species, the County, CDFW, and USFWS shall be notified immediately by phone. Notification shall occur no later than noon on the business day following the event if it occurs outside normal business hours so that the agencies can determine if further actions are required to protect listed species. Written follow-up notification via FAX or electronic communication shall be submitted to these agencies within two calendar days of the incident and include the following information as relevant:</p> <p>a. <b>Injured Desert Tortoise.</b> If a desert tortoise is injured as a result of Project-related activities during construction, the Designated Biologist shall immediately take it to a CDFW-approved wildlife rehabilitation and/or veterinarian clinic. Any veterinarian bills for such injured animals shall be paid by the Applicant. Following phone notification as required above, the County, CDFW, and USFWS shall determine the final disposition of the injured animal, if it recovers. Written notification shall include, at a minimum, the date, time, location, circumstances of the incident, and the name of the facility where the animal was taken.</p> <p>b. <b>Desert Tortoise Fatality.</b> If a desert tortoise is killed by Project-related activities during construction or operation, submit a written report with the same information as an injury report. These desert tortoises shall be salvaged according to guidelines described in the USGS publication <i>Salvaging Injured, Recently Dead, Ill, and Dying Wild, Free-Roaming Desert Tortoise</i>. The Applicant shall pay to have the desert tortoises transported and necropsied. The report shall include the date and time of the finding or incident.</p> <p>5. <b>Stop Work Order.</b> The County may issue the Applicant a written stop work order to suspend any activity related to the construction or operation of the Project to prevent or remedy a violation of one or more required conditions of project approval (including but not limited to failure to comply with reporting, monitoring, or habitat acquisition obligations) or to prevent the illegal take of an endangered, threatened, or candidate species. The Applicant shall comply with the stop work order immediately upon receipt thereof.</p>				
<p><b>Impact 4.4-3: Project construction would have a substantial adverse indirect effect on desert tortoise.</b></p>	<p><b>Mitigation Measure 4.4-3a: Invasive Weed Management Plan.</b> Prior to beginning construction on the Project, the Applicant will prepare, circulate to the County for comment and approval, and then implement an Invasive Weed Management Plan that meets County approval to prevent the spread of existing weeds and the introduction of new weeds to the Project Area. The objective of the Weed Management Plan shall be to prevent the introduction of any new weeds and the spread of existing weeds as a result of Project construction, operation, and decommissioning. The Weed Management Plan shall include at a minimum the following information: specific weed management objectives and measures for each target non-native weed species; baseline conditions; a map of the Weed Management Areas; weed risk assessment and measures to prevent the introduction and spread of weeds; monitoring and surveying methods; and reporting requirements.</p>	<p>Review and approve the Weed Management Plan and ensure implementation of the Invasive Weed Management Plan</p>	<p>Daily and annual monitoring; annual and final monitoring reports</p>	<p>Prior to construction</p>

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-3 (cont.)</b></p>	<p>The Plan shall be consistent with BLM's <i>Vegetation Treatments Using Herbicides on BLM Lands in 17 Western States</i> (BLM, 2007) and the National Invasive Species Management Plan (National Invasive Species Council, 2008), and will be implemented by the Applicant to reduce the potential for the introduction of invasive species during construction, operation and maintenance, and decommissioning of the Project. The draft plan will be reviewed and approved by the County.</p> <p>The following measures are required in the Plan and will be implemented by the Applicant to monitor and control invasive species:</p> <ol style="list-style-type: none"> <li> <p><b>Preventative Measures During Construction.</b> Equipment Cleaning: To prevent the spread of weeds into new habitats, and prior to entering the Project work areas, construction equipment will be cleaned of dirt and mud that could contain weed seeds, roots, or rhizomes. Equipment will be inspected to ensure they are free of any dirt or mud that could contain weed seeds and the tracks, feet, tires, and undercarriage will be carefully washed, with special attention being paid to axles, frame, cross members, motor mounts, underneath steps, running boards, and front bumper/brush guard assemblies. Other construction vehicles (e.g. pick-up trucks) that will be frequently entering and exiting the site will be inspected and washed on an as-needed basis.</p> <p>a. <b>Vehicle Washing:</b> All vehicles will be washed off-site when possible. Should off-site washing prove infeasible, an on-site cleaning station will be set up to clean equipment before it enters the work area. Either high-pressure water or air will be used to clean equipment and the cleaning site will be situated away from any sensitive biological resources. If possible, water used to wash vehicles and equipment will be collected and re-used. Ingress and egress will be limited to defined routes.</p> <p>b. <b>Site Soil Management.</b> Soil management will consist of limiting ground disturbance to the minimum necessary for construction activities and using dust suppressants to minimize the spread of seeds. Disturbed vegetation and topsoil will be re-deposited at or near the area from which they are removed to eliminate the transport of soil-borne invasive weed seeds, roots, or rhizomes. During reclamation of the temporarily cleared areas, the contractor will return topsoil and vegetative material to the areas from which they were stripped. County-approved dust suppressants (e.g. water and/or palliative) will be minimized on the site as much as possible, but will use during construction to minimize the spread of airborne weed seeds, especially during very windy days. As appropriate, temporary drift fences may be installed to help control sand movement during construction.</p> <p>c. <b>Weed-free Products:</b> Any use of hay or straw bales on the Project site will be limited to certified weed-free material. Other products such as gravel, mulch, and soil may also carry weeds and these products, too, will be certified weed-free. If needed, mulch will be made from the local, on-site native vegetation cleared from the Project area.</p> <p>d. <b>Personnel Training:</b> Weed management will be part of mandatory site training for all construction personnel and will be included in initial Worker Environmental Awareness Program training briefings. Training will include weed identification and the threat of impacts including impacts to local agriculture, vegetation communities, wildlife, and creating fire potential. Training will also cover the importance of preventing the spread of weeds.</p> </li> </ol>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<b>Impact 4.4-3 (cont.)</b>	<p>e. <i>Mechanical Weed Removal</i>: The Applicant primarily will use mechanical weed removal techniques with the use of herbicides on BLM-administered lands restricted to BLM-approved usage and on County-governed lands restricted to County-approved usage in areas that are not accessible through mechanical means or where mechanical weed removal is impractical.</p> <p>f. <i>Herbicides</i>: The Applicant will use only County-approved pre- and/or post-emergent herbicides, as applicable. Pre-emergent herbicides will be applied to the soil before the weed seed germinates and is usually incorporated into the soil with irrigation or rainfall. Post-emergent herbicides will be applied directly to plants. Herbicides will be investigated in detail, made a part of the Invasive Weed Management Plan, and approved by County before use.</p> <p>g. <i>Pesticides</i>: Pesticide use will be limited to non-persistent, immobile pesticides applied only in accordance with label and application permit directions and stipulations for terrestrial and aquatic applications. Any pesticide applications, if used, will be conducted within the framework of County programs and policies, and will entail only the use of USEPA registered pesticides.</p> <p>2. <i>Containment and Control Measures</i>. When Project monitoring (see below) indicates that invasive species are spreading, invasive species will be removed using mechanical and chemical methods. The Applicant will use mechanical weed removal methods as the preferred method, but herbicides may be used when conditions (such as wind, proximity of native vegetation) are such that the effect on native species is expected to be minimal. During suppression or eradication activities, care will be taken to have the least affect on native plant species. Herbicides used will be limited to those approved by the County. Herbicides will be applied before the invasive species flower and set seed.</p> <p>If monitoring indicates the spread of athel (<i>Tamarix</i> spp.), a woody invasive species, then athel will be controlled by cutting the trees and applying Garlon™ Ultra Herbicide to the stump immediately after cutting. All cut material generated during athel clearance will be removed from the site by truck. This material will be covered with a tarp or other material that will keep athel cuttings or seed from being spread by truck movement.</p> <p>The Applicant and its contractors will follow the BLM's Herbicide Use Standard Operating Procedures provided in Appendix B of the Record of Decision for the Final Vegetation Treatments Using Herbicides Programmatic Environmental Impact Statement (BLM, 2007) on BLM-administered lands and will follow Riverside County requirements on County-governed lands. Personnel responsible for weed control will be trained in the proper and safe use of all equipment and chemicals used for weed control.</p> <p>3. <i>Monitoring</i>. Baseline weed conditions will be assessed during the pre-construction phase of the Project, during pre-construction surveys and staking and flagging of construction areas. A stratified random sampling technique will be used to identify and count the extent of weeds on the site. Monitoring will take place each year during construction, and annually for 3 years following the completion of construction. The purpose of annual monitoring will be to determine if weed</p>			

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<p><b>Impact 4.4-3 (cont.)</b></p>	<p>populations identified during baseline surveys have increased in density or are spreading as a result of the Project. Control methods will be implemented when measurable weed increases, as well as visually verified increases, are detected during monitoring. This will include small patches of unusually high density weeds (e.g., concentrations in swales) that are growing as a result of Project activities.</p> <p>During construction, daily monitoring records will be kept by biological monitors that will include information relevant to invasive weeds. During Project operations and maintenance, noxious and invasive weed list and provide monitoring and management appropriate to any new species in coordination with the County.</p> <p>After the 3 years of operations monitoring is complete, general management and monitoring of the Project area will be conducted by designated site personnel each year during both the germinating and early growing season (November through April) to eliminate new weed individuals prior to seed set. Throughout construction and long-term monitoring, personnel will be trained to identify weedy and native species and work with a trained vegetation monitor to determine where elimination is necessary.</p> <p>4. <b>Reporting.</b> Results of monitoring and management efforts will be included in annual reports and a final monitoring report completed at the end of three years of post-construction monitoring. Copies of these reports will be kept on file at the site. Copies of each annual report as well as the final monitoring report will be sent to the County for review and comment. The County will use the results of these reports to determine if any additional monitoring or control measures are necessary.</p> <p>5. <b>Success Criteria.</b> Weed control will be ongoing on the Project site for the life of the Project, but plan success will be determined by the County after the 3 years of operations monitoring through the reporting and review process. Success criteria will be defined as having no more than 10 percent increase in a weed species or in overall weed cover in any part of the Project.</p>	<p>Review and approve the Raven Monitoring and Control Plan</p> <p>Ensure the collection of fees for the USFWS Regional Raven Management Program</p>	<p>To be determined as part of plan elements.</p>	<p>Prior to construction</p>
<p><b>Mitigation Measure 4.4-3b: Raven Monitoring and Control Plan.</b> The Applicant shall implement a Raven Monitoring and Control Plan that is consistent with the most current USFWS-approved raven management guidelines, and which meets the approval of the County in consultation with USFWS and CDFW. A raven management plan included in the Applicant's BA shall provide the basis for the final plan, subject to review, revisions and approval from the County, CDFW, and USFWS. The management plan shall include but not be limited to a program to monitor raven presence in the Project vicinity, determine if raven numbers are increasing, and to implement raven control measures as needed based on monitoring results. The purpose of the plan is to avoid any Project-related increases in raven numbers during construction, operation, and decommissioning. The Applicant shall also provide funding for implementation of the USFWS Regional Raven Management Program, as described below.</p>				



TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-3 (cont.)	<p>1. The Raven Plan shall:</p> <ul style="list-style-type: none"> <li>a. Identify conditions associated with the Project that might provide raven subsidies or attractants;</li> <li>b. Describe management practices to avoid or minimize conditions that might increase raven numbers and predatory activities;</li> <li>c. Describe control practices for ravens;</li> <li>d. Establish thresholds that would trigger implementation of control practices;</li> <li>e. Address monitoring and nest removal during construction and for the life of the Project, and;</li> <li>f. Discuss reporting requirements.</li> </ul> <p>2. USFWS Regional Raven Management Program: The Applicant shall submit payment to the project sub-account of the REAT Account held by NFWF to support the USFWS Regional Raven Management Program. The one-time fee shall be as described in the cost allocation methodology or more current guidance as provided by USFWS or CDFW.</p> <p><b>Mitigation Measure 4.4-3c: Measures to Minimize Wildlife Impacts from Evaporation Ponds.</b> As directed by the County, USFWS, and CDFW based on current wildlife management information and data, the Applicant shall cover the evaporation ponds prior to any discharge with 1.5-inch mesh netting designed to exclude birds and other wildlife from drinking or landing on the water of the ponds. Netting with mesh sizes other than 1.5 inches may be installed if approved by the County in consultation with CDFW and USFWS. The netted ponds shall be monitored regularly to verify that the netting remains intact, is fulfilling its function in excluding birds and other wildlife from the ponds, and does not pose an entanglement threat to birds and other wildlife. The ponds shall include a visual deterrent in addition to the netting, and the pond shall be designed such that the netting shall never contact the water. Monitoring of the evaporation ponds shall include the following:</p> <ul style="list-style-type: none"> <li>1. <b>Monthly Monitoring:</b> The Designated Biologist or Biological Monitor shall regularly survey the ponds at least once per month starting with the first month of operation of the evaporation ponds. The purpose of the surveys shall be to determine if the netted ponds are effective in excluding birds, if the nets pose an entrapment hazard to birds and wildlife, and to assess the structural integrity of the nets. The monthly surveys shall be conducted in 1 day for a minimum of 2 hours following sunrise (i.e., dawn), a minimum of 1 hour mid-day (i.e., 11:00 to 13:00), and a minimum of 2 hours preceding sunset (i.e., dusk) in order to provide an accurate assessment of bird and wildlife use of the ponds during all seasons. Surveyors shall be experienced with bird identification and survey techniques. Operations staff at the Project site shall also report finding any dead birds or other wildlife at the evaporation ponds to the Designated Biologist within one day of the detection of the carcass. The Designated Biologists shall report any bird or other wildlife deaths or entanglements within two days of the discovery to the County, CDFW, and USFWS.</li> </ul>	Retain and schedule Designated Biologist and Biological Monitor  Cover the evaporation ponds prior to any discharge	Monthly, quarterly, and biannual monitoring of ponds as described	Throughout pond operation

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-3 (cont.)	<p>2. <b>Dead or Entangled Birds:</b> If dead or entangled birds are detected, the Designated Biologist shall take immediate action to correct the source of mortality or entanglement. The Designated Biologist shall make immediate efforts to contact and consult the Compliance Project Manager (CPM), CDFW, and USFWS by phone and electronic communications prior to taking remedial action upon detection of the problem, but the inability to reach these parties shall not delay taking action that would, in the judgment of the Designated Biologist, prevent further mortality of birds or other wildlife at the evaporation ponds.</p> <p>3. <b>Quarterly Monitoring:</b> If after 12 consecutive monthly site visits no bird or wildlife deaths or entanglements are detected at the evaporation ponds by or reported to the Designated Biologist, monitoring can be reduced to quarterly visits.</p> <p>4. <b>Biannual Monitoring:</b> If after 12 consecutive quarterly site visits no bird or wildlife deaths or entanglements are detected by or reported to the Designated Biologist and with approval from the County, USFWS and CDFW, future surveys may be reduced to two surveys per year, during the spring nesting season and during fall migration. If approved by the County, USFWS and CDFG, monitoring outside the nesting season may be conducted by the Environmental Compliance Manager.</p> <p>5. <b>Modification of Monitoring Program:</b> Without respect to the above requirements the Applicant, CDFW or USFWS may submit to the County a request for modifications to the evaporation pond monitoring program based on information acquired during monitoring, and may also suggest adaptive management measures to remedy any problems that are detected during monitoring or modifications if bird impacts are not observed. Modifications to the evaporation pond monitoring described above and implementation of adaptive management measures shall be made only after approval from the County, in consultation with USFWS and CDFW.</p>			
	<p><b>Mitigation Measure 4.4-3d: Compensatory Mitigation for Desert Tortoise Habitat Losses.</b> To fully mitigate for habitat loss and potential take of desert tortoise, the Applicant shall provide compensatory mitigation at a 1:1 ratio for impacts to 4,900 acres, adjusted to reflect the final footprint of the selected Project alternative. For the purposes of this measure, the Project footprint means all lands directly disturbed in the construction and operation of the Project, including all linear features, as well as undeveloped areas inside the Project's boundaries that will no longer provide viable long-term habitat for the desert tortoise. To satisfy this measure, the Applicant shall acquire, protect and transfer 1 acre of desert tortoise habitat for every acre of habitat within the final Project footprint, and provide associated funding for the acquired lands, as specified below. Mitigation Measure 4.4-3d, below, may provide the Applicant with another option for satisfying some or all of the requirements in this measure. In lieu of acquiring lands itself, the Applicant may satisfy the requirements of this measure by depositing funds into the REAT Account established with the NFWF, as provided below in section 3.h. of this measure.</p> <p>The timing of the mitigation shall correspond with the timing of the site disturbance activities. However, if security is posted in accordance with 3.g. below (Mitigation Security), the Applicant shall acquire, in fee or in easement, the land, no more than 18 months after the start of Project ground-disturbing activities.</p>	Review and approve the acquisition proposal	--	Prior to construction

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-3 (cont.)</b></p>	<p>If compensation lands are acquired in fee title or in easement, the requirements for acquisition, initial improvement and long-term management of compensation lands include all of the following:</p> <ol style="list-style-type: none"> <li>1. <b>Selection Criteria for Compensation Lands.</b> The compensation lands selected for acquisition in fee title or in easement shall:                             <ol style="list-style-type: none"> <li>a. be within the Colorado Desert Recovery Unit, with potential to contribute to desert tortoise habitat connectivity and build linkages between desert tortoise designated critical habitat, known populations of desert tortoise, and/or other preserve lands;</li> <li>b. provide habitat for desert tortoise with capacity to regenerate naturally when disturbances are removed;</li> <li>c. be prioritized near larger blocks of lands that are either already protected or planned for protection, or which could feasibly be protected long-term by a public resource agency or a non-governmental organization dedicated to habitat preservation;</li> <li>d. be connected to lands with desert tortoise habitat equal to or better quality than the Project site, ideally with populations that are stable, recovering, or likely to recover;</li> <li>e. not have a history of intensive recreational use or other disturbance that does not have the capacity to regenerate naturally when disturbances are removed or might make habitat recovery and restoration infeasible;</li> <li>f. not be characterized by high densities of invasive species, either on or immediately adjacent to the parcels under consideration, that might jeopardize habitat recovery and restoration;</li> <li>g. not contain hazardous wastes that cannot be removed to the extent that the site could not provide suitable habitat; and</li> <li>h. have water and mineral rights included as part of the acquisition, unless the County, in consultation with CDFW and USFWS, agrees in writing to the acceptability of land.</li> </ol> </li> <li>2. <b>Review and Approval of Compensation Lands Prior to Acquisition.</b> The Applicant shall submit a formal acquisition proposal to the County, CDFW, and USFWS describing the parcel(s) intended for purchase. This acquisition proposal shall discuss the suitability of the proposed parcel(s) as compensation lands for desert tortoise in relation to the criteria listed above. Approval from the County and CDFW, in consultation with BLM and the USFWS, shall be required for acquisition of all compensatory mitigation parcels.</li> <li>3. <b>Compensation Lands Acquisition Requirements.</b> The Applicant shall comply with the following requirements relating to acquisition of the compensation lands after the County and CDFW, in consultation with BLM and the USFWS, have approved the proposed compensation lands:                             <ol style="list-style-type: none"> <li>a. <b>Preliminary Report.</b> The Applicant, or approved third party, shall provide a recent preliminary title report, initial hazardous materials survey report, biological analysis, and other necessary or requested documents for the proposed compensation land to the County and CDFW. All documents conveying or conserving compensation lands and all conditions of title are subject</li> </ol> </li> </ol>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-3 (cont.)</b></p>	<p>to review and approval by the County and CDFW, in consultation with the USFWS. For conveyances to the state, approval may also be required from the California Department of General Services, the Fish and Game Commission, and the Wildlife Conservation Board.</p> <p>b. <i>Title/Conveyance.</i> The Applicant shall transfer fee title to the compensation lands, a conservation easement over the lands, or both fee title and conservation easement as required by the County and CDFW. Transfer of either fee title or an approved conservation easement will usually be sufficient, but some situations, e.g., the donation of lands burdened by a conservation easement to BLM, will require that both types of transfers be completed. Any transfer of a conservation easement or fee title must be to CDFW, a non-profit organization qualified to hold title to and manage compensation lands (pursuant to California Government Code §65965), or to BLM under terms approved by the County and CDFW. If an approved non-profit organization holds title to the compensation lands, a conservation easement shall be recorded in favor of CDFW in a form approved by CDFW. If an approved non-profit holds a conservation easement, CDFW shall be named a third-party beneficiary.</p> <p>c. <i>Initial Habitat Improvement Fund.</i> The Applicant shall fund the initial protection and habitat improvement of the compensation lands. Alternatively, a non-profit organization may hold the habitat improvement funds if it is qualified to manage the compensation lands (pursuant to California Government Code §65965) and if it meets the approval of CDFW and the County. If CDFW takes fee title to the compensation lands, the habitat improvement fund must be paid to CDFW or its designee.</p> <p>d. <i>Property Analysis Record.</i> Upon identification of the compensation lands, the Applicant shall conduct a PAR or PAR-like analysis to establish the appropriate long-term maintenance and management fee to fund the in-perpetuity management of the acquired mitigation lands.</p> <p>e. <i>Long-term Maintenance and Management Fund.</i> The Applicant shall deposit in NFWF's REAT Account a non-wasting capital long-term maintenance and management fee in the amount determined through the PAR analysis conducted for the compensation lands.</p> <p>The County, in consultation with CDFW, may designate another non-profit organization to hold the long-term maintenance and management fee if the organization is qualified to manage the compensation lands in perpetuity. If CDFW takes fee title to the compensation lands, CDFW shall determine whether it will hold the long-term management fee in the special deposit fund, leave the money in the REAT Account, or designate another entity to manage the long-term maintenance and management fee for CDFW and with CDFW supervision.</p> <p>f. <i>Interest, Principal, and Pooling of Funds.</i> The Applicant, the County and CDFW shall ensure that an agreement is in place with the long-term maintenance and management fee holder/manager to ensure the following conditions:</p> <p>i. Interest. Interest generated from the initial capital long-term maintenance and management fee shall be available for reinvestment into the principal and for the long-term operation, management, and protection of the approved compensation lands, including reasonable administrative overhead, biological monitoring, improvements to carrying</p>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-3 (cont.)</b></p>	<p>capacity, law enforcement measures, and any other action approved by CDFW designed to protect or improve the habitat values of the compensation lands.</p> <p>ii. Withdrawal of Principal. The long-term maintenance and management fee principal shall not be drawn upon unless such withdrawal is deemed necessary by the CDFW or the approved third-party long-term maintenance and management fee manager to ensure the continued viability of the species on the compensation lands. If CDFW takes fee title to the compensation lands, monies received by CDFW pursuant to this provision shall be deposited in a special deposit fund established solely for the purpose to manage lands in perpetuity unless CDFW designates NFWF or another entity to manage the long-term maintenance and management fee for CDFW.</p> <p>iii. Pooling Long-Term Maintenance and Management Fee Funds. CDFW, or a County- and CDFW-approved non-profit organization qualified to hold long-term maintenance and management fees solely for the purpose to manage lands in perpetuity, may pool the endowment with other endowments for the operation, management, and protection of the compensation lands for local populations of desert tortoise. However, for reporting purposes, the long-term maintenance and management fee fund must be tracked and reported individually to the CDFW and County.</p> <p>iv. Other expenses. In addition to the costs listed above, the Applicant shall be responsible for all other costs related to acquisition of compensation lands and conservation easements, including but not limited to title and document review costs, expenses incurred from other state agency reviews, and overhead related to providing compensation lands to CDFW or an approved third party; escrow fees or costs; environmental contaminants clearance; and other site cleanup measures.</p> <p>g. <i>Mitigation Security.</i> The Applicant shall provide financial assurances to the County and CDFW with copies of the document(s) to the USFWS, to guarantee that an adequate level of funding is available to implement the mitigation measures described herein. These funds shall be used solely for implementation of the measures associated with the Project in the event the Applicant fails to comply with the requirements specified in this measure, or shall be returned to the Applicant upon successful compliance with the requirements in this measure. The County's or CDFW's use of the security to implement required measures may not fully satisfy the Applicant's obligations under this condition. Financial assurance can be provided to the County and CDFW in the form of an irrevocable letter of credit, a pledged savings account or another form of security ("Security"). Prior to submitting the Security to the County, the Applicant shall obtain the County's and CDFW's approval, in consultation with the USFWS, of the form of the Security. Security shall be provided in the amounts calculated as follows:</p> <p>i. land acquisition costs for compensation land, calculated at \$500/acre.</p> <p>ii. initial protection and improvement activities on the compensation land, calculated at \$330/acre.</p> <p>iii. Long term maintenance and management fee, calculated at \$1,450 an acre.</p>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-3 (cont.)	<p>The amount of security shall be adjusted for any change in the Project footprints for each phase as described above.</p> <p>h. The Applicant may elect to fund the acquisition and initial improvement of compensation lands through NFWF by depositing funds for that purpose into NFWF's REAT Account. Initial deposits for this purpose must be made in the same amounts as the security required in 3.g., above, and may be provided in lieu of security. If this option is used for the acquisition and initial improvement, the Applicant shall make an additional deposit into the REAT Account if necessary to cover the actual acquisition costs and administrative costs and fees of the compensation land purchase once land is identified and the actual costs are known. If the actual costs for acquisition and administrative costs and fees are less than \$500 per acre, the excess money deposited in the REAT Account shall be returned to the Applicant. Money deposited for the initial protection and improvement of the compensation lands shall not be returned to the Applicant.</p> <p>The responsibility for acquisition of compensation lands may be delegated to a third party other than NFWF, such as a non-governmental organization supportive of desert habitat conservation, by written agreement of the County and CDFW. Such delegation shall be subject to approval by the County and CDFW, in consultation with the USFWS, prior to land acquisition, initial protection or maintenance and management activities.</p>			
Impact 4.4-4: Project construction would have a substantial adverse effect on Mojave fringe-toed lizard.	<p><b>Mitigation Measure 4.4-3e: In-Lieu Fees to Satisfy Compensation Requirements.</b> The Applicant may choose to satisfy its mitigation obligations by paying an in-lieu fee instead of acquiring compensation lands, pursuant to California Fish and Game Code §§2069 and 2099 or any other applicable in-lieu fee provision, to the extent the in-lieu fee provision is found by the Fish and Game Commission to mitigate the impacts identified herein.</p> <p><b>Mitigation Measure 4.4-4a:</b> The Applicant shall undertake the following measures to manage the construction site and related facilities in a manner to avoid or minimize impacts to biological resources:</p> <ol style="list-style-type: none"> <li><b>Limit Area of Disturbance.</b> The boundaries of all areas to be disturbed (including staging areas, access roads, and sites for temporary placement of spoils) shall be delineated with stakes and flagged prior to construction activities in consultation with the Designated Biologist. Spoils and topsoil shall be stockpiled in disturbed areas lacking native vegetation and which do not provide habitat for special-status species. Parking areas, staging and disposal site locations shall similarly be located in areas without native vegetation or special-status species habitat. All disturbances, Project vehicles and equipment shall be confined to the flagged areas.</li> <li><b>Minimize Road Impacts.</b> New and existing roads that are planned for construction, widening, or other improvements shall not extend beyond the flagged impact area as described above. All vehicles passing or turning around would do so within the planned impact area or in previously disturbed areas. Where new access is required outside of existing roads or the construction zone, the route shall be clearly marked (i.e., flagged and/or staked) prior to the onset of construction.</li> </ol>	Ensure payment of in-lieu fees, if required	--	Prior to operation
		Implement listed measures	Construction monitoring as described	Prior to and during construction

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-4 (cont.)	<p>3. <b>Minimize Traffic Impacts.</b> Vehicular traffic during Project construction and operation shall be confined to existing routes of travel to and from the Project site, and cross country vehicle and equipment use outside designated work areas shall be prohibited. The speed limit shall not exceed 25 miles per hour within the Project area, on maintenance roads for linear facilities, or on access roads to the Project site, except on paved access roads where the speed limit shall not exceed 45 miles per hour.</p> <p>4. <b>Monitor During Construction.</b> In areas that have not been fenced with desert tortoise exclusion fencing and cleared, the Designated Biologist shall be present at the construction site during all Project activities that have potential to disturb soil, vegetation, and wildlife. The Designated Biologist or Biological Monitor shall walk immediately ahead of equipment during brushing and grading activities.</p> <p>5. <b>Minimize Impacts of Transmission/Pipeline Alignments, Roads, Staging Areas.</b> Staging areas for construction on the plant site shall be within the area that has been fenced with desert tortoise exclusion fencing and cleared. For construction activities outside of the plant site (transmission line, pipeline alignments) access roads, pulling sites, and storage and parking areas shall be designed, installed, and maintained with the goal of minimizing impacts to native plant communities and sensitive biological resources. Transmission lines and all electrical components shall be designed, installed, and maintained in accordance with the Avian Power Line Interaction Committee's (APLIC's) Suggested Practices for Avian Protection on Power Lines (APLIC, 2006) and Mitigating Bird Collisions with Power Lines (APLIC, 1994) to reduce the likelihood of large bird electrocutions and collisions.</p> <p>6. <b>Avoid Use of Toxic Substances.</b> Soil bonding and weighting agents used on unpaved surfaces shall be non-toxic to wildlife and plants.</p> <p>7. <b>Minimize Lighting Impacts.</b> Facility lighting shall be designed, installed, and maintained to prevent side casting of light towards wildlife habitat.</p> <p>8. <b>Minimize Noise Impacts.</b> Loud construction activities (e.g., unsilenced pile driving) shall be avoided from February 15 to April 15 when it would result in noise levels over 65 dBA in nesting habitat (excluding noise from passing vehicles). Loud construction activities may be permitted from February 15 to April 15 only if:</p> <ul style="list-style-type: none"> <li>a. the Designated Biologist provides documentation (e.g., nesting bird data collected using methods described in Mitigation Measure 4.4-6b and maps depicting location of the nest survey area in relation to noisy construction) to the County indicating that no active nests would be subject to 65 dBA noise, or</li> <li>b. the Designated Biologist or Biological Monitor monitors active nests within the range of construction-related noise exceeding 65 dBA. The monitoring shall be conducted in accordance with Nesting Bird Monitoring and Management Plan approved by the County. The Plan shall include adaptive management measures to prevent disturbance to nesting birds from construction related noise. Triggers for adaptive management shall be evidence of</li> </ul>			



TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-4 (cont.)</b></p>	<p>Project-related disturbance to nesting birds such as: agitation behavior (displacement, avoidance, and defense); increased vigilance behavior at nest sites; changes in foraging and feeding behavior, or nest site abandonment. The Bird Monitoring and Management Plan shall include a description of adaptive management actions, which shall include, but not be limited to, cessation of construction activities that are deemed by the Designated Biologist to be the source of disturbance to the nesting bird.</p> <p>9. <b>Avoid Vehicle Impacts to Desert Tortoise.</b> Parking and storage shall occur within the area enclosed by desert tortoise exclusion fencing to the extent feasible. No vehicles or construction equipment parked outside the fenced area shall be moved prior to an inspection of the ground beneath the vehicle for the presence of desert tortoise. If a desert tortoise is observed, it would be left to move on its own. If it does not move within 15 minutes, a Designated Biologist or Biological Monitor under the Designated Biologist's direct supervision may remove and relocate the animal to a safe location if temperatures are within the range described in the USFWS' 2009 Desert Tortoise Field Manual.<sup>3</sup></p> <p>10. <b>Avoid Wildlife Pitfalls:</b></p> <p>a. <b>Backfill Trenches.</b> At the end of each work day, the Designated Biologist shall ensure that all potential wildlife pitfalls (trenches, bores, and other excavations) outside the area fenced with desert tortoise exclusion fencing have been backfilled. If backfilling is not feasible, all trenches, bores, and other excavations shall be sloped at a 3:1 ratio at the ends to provide wildlife escape ramps, or covered completely to prevent wildlife access, or fully enclosed with desert tortoise-exclusion fencing. All trenches, bores, and other excavations outside the areas permanently fenced with desert tortoise exclusion fencing shall be inspected periodically throughout the day, at the end of each workday and at the beginning of each day by the Designated Biologist or a Biological Monitor. Should a tortoise or other wildlife become trapped, the Designated Biologist or Biological Monitor shall remove and relocate the individual as described in the Desert Tortoise Relocation/Translocation Plan. Any wildlife encountered during the course of construction shall be allowed to leave the construction area unharmed.</p> <p>b. <b>Avoid Entrapment of Desert Tortoise.</b> Any construction pipe, culvert, or similar structure with a diameter greater than 3 inches, stored less than 8 inches aboveground and within desert tortoise habitat (i.e., outside the permanently fenced area) for one or more nights, shall be inspected for tortoises before the material is moved, buried or capped. As an alternative, all such structures may be capped before being stored outside the fenced area, or placed on pipe racks. These materials would not need to be inspected or capped if they are stored within the permanently fenced area after the clearance surveys have been completed.</p> <p>11. <b>Minimize Standing Water.</b> Water applied to dirt roads and construction areas (trenches or spoil piles) for dust abatement shall use the minimal amount needed to meet safety and air quality standards in an effort to prevent the formation of puddles, which could attract desert tortoises and</p>			

<sup>3</sup> Available at: [http://www.fws.gov/ventura/species\\_information/protocols\\_guidelines/](http://www.fws.gov/ventura/species_information/protocols_guidelines/)



TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-4 (cont.)</b></p>	<p>common ravens to construction sites. A Biological Monitor shall patrol these areas to ensure water does not puddle and shall take appropriate action (e.g., coordinating with the contractor to reduce watering frequency) to reduce water application where necessary.</p> <p><b>12. Dispose of Road-killed Animals.</b> Road-killed animals or other carcasses detected on roads near the Project area shall be immediately reported to the Designated Biologist and picked up within 24 hours. The contractor and Designated Biologist shall be responsible for securing all required federal or State permits to handle and dispose of collected animals, including handling and disposal for scientific use. For special-status species roadkill, the Biological Monitor shall contact CDFW, and USFWS within 1 working day of receipt of the carcass for guidance on disposal or storage of the carcass. The Biological Monitor shall maintain and report special-status species records as described in Mitigation Measure 4.4-2.</p> <p><b>13. Minimize Spills of Hazardous Materials.</b> All vehicles and equipment shall be maintained in proper working condition to minimize the potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. The Designated Biologist shall be informed of any hazardous spills immediately as directed in the Project Hazardous Materials Plan. Hazardous spills shall be immediately cleaned up and the contaminated soil properly disposed of at a licensed facility. Servicing of construction equipment shall take place only at a designated area. Service/maintenance vehicles shall carry a bucket and pads to absorb leaks or spills.</p> <p><b>14. Worker Guidelines.</b> During construction all trash and food-related waste shall be placed in self-closing containers and removed daily from the site. Workers shall not feed wildlife or bring pets to the Project site. Except for law enforcement personnel, no workers or visitors to the site shall bring firearms or weapons.</p> <p>Vehicular traffic shall be confined to existing routes of travel to and from the Project site, and cross country vehicle and equipment use outside designated work areas shall be prohibited. The speed limit when traveling on dirt access routes within desert tortoise habitat shall not exceed 25 miles per hour.</p> <p><b>15. Implement Erosion Control Measures.</b> Standard erosion control measures shall be implemented for all phases of construction and operation where sediment run-off from exposed slopes threatens to enter waters of the state. Sediment and other flow-restricting materials shall be moved to a location where they shall not be washed back into the stream. All disturbed soils and roads within the Project site shall be stabilized to reduce erosion potential, both during and following construction. Areas of disturbed soils (access and staging areas) with slopes toward a drainage shall be stabilized to reduce erosion potential.</p> <p><b>16. Monitor Ground-Disturbing Activities Prior to Pre-Construction Site Mobilization.</b> If pre-construction site mobilization requires ground-disturbing activities such as for geotechnical borings or hazardous waste evaluations, a Designated Biologist or Biological Monitor shall be present to monitor any actions that could disturb soil, vegetation, or wildlife.</p> <p><b>17. Revegetation of Temporarily Disturbed Areas.</b> The Applicant shall prepare and implement a Revegetation Plan to restore all areas subject to temporary disturbance to pre-Project grade and</p>			

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-4 (cont.)</b></p>	<p>conditions. Temporarily disturbed areas within the Project area include, but are not limited to: all proposed locations for linear facilities, temporary access roads, berms, areas surrounding the drainage diffusers, construction work temporary lay-down areas not converted to part of the solar field, and construction equipment staging areas. The Revegetation Plan shall include a description of topsoil salvage and seeding techniques and a monitoring and reporting plan, and the following performance standards by the end of monitoring year 2:</p> <ol style="list-style-type: none"> <li>at least 80 percent of the species observed within the temporarily disturbed areas shall be native species that naturally occur in desert scrub habitats; and</li> <li>relative cover and density of plant species within the temporarily disturbed areas shall equal at least 60 percent.</li> </ol>			
	<p><b>Mitigation Measure 4.4-4b: Mitigation for Impacts to Sensitive Riparian Habitat and State Waters.</b> The Applicant shall implement the following measures to avoid, minimize and mitigate for direct and indirect impacts to waters of the state and to satisfy requirements of California Fish and Game Code §§1600 and 1607.</p> <ol style="list-style-type: none"> <li><b>Acquire Off-Site State Waters:</b> The Applicant shall acquire, in fee or in easement, a parcel or parcels of land that includes at least 196.9 acres of state jurisdictional waters, or comparable area based on actual project impact to jurisdictional features that meets BLM and CDFW mitigation ratios, as identified in APM HYDRO-1. The parcel or parcels comprising the 196.6 acres of ephemeral washes shall include at least 10.8 acres of desert dry wash woodland. Under the Reduced Acreage Alternative, the mitigation requirement for impacts to riparian habitat and state waters would be a minimum of 63.3 acres that included at least 1.5 acres of desert dry wash woodland. If the Eastern Route Alternative were constructed the mitigation requirements for impacts to riparian habitat and state waters would be incrementally smaller than under the Central Route gen-tie line; however, these requirements would need to be finalized to include the impacts of road facilities on riparian habitat located on Project linears south of the Project. The terms and conditions of this acquisition or easement shall be as described in Mitigation Measure 4.4-3d (<i>Desert Tortoise Compensatory Mitigation</i>). Mitigation for impacts to state waters shall occur within the Palo Verde and surrounding watersheds, as close to the Project site as possible. If security is posted in accordance with Provision 2 below (Security for Implementation of Mitigation), the Applicant shall acquire, in fee or in easement, the land, no more than 18 months after the start of Project ground-disturbing activities.</li> <li><b>Security for Implementation of Mitigation:</b> The Applicant shall provide financial assurances to the County and CDFW to guarantee that an adequate level of funding is available to implement the acquisitions and enhancement of state waters as described in this condition. These funds shall be used solely for implementation of the measures associated with the project. Financial assurance can be provided to the County and CDFW in the form of an irrevocable letter of credit, a pledged savings account or Security prior to initiating ground-disturbing project activities. Prior to submittal to the County, the Security shall be approved by the County, in consultation with CDFW</li> </ol>	<p>Ensure provision of funding by the Applicant</p>	<p>--</p>	<p>Prior to operation</p>

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-4 (cont.)</b></p>	<p>and the USFWS, to ensure funding. An estimate of \$448,932 in required Security funds was developed for land costs or the estimated costs of enhancement and endowment (see Mitigation Measure 4.4-3d, Compensatory Mitigation for Desert Tortoise Habitat Losses, for a discussion of the assumptions used in calculating the Security) based on an estimate of \$2,280 per acre (196.9 acres) to fund acquisition, enhancement and long-term management. For the Reduced Acreage Alternative, the Security amount is estimated to be \$144,324. The estimate for the 59-acre Eastern Route Alternative is \$134,520, which does not include road impacts on portions of the Eastern Route that deviates from the proposed Project gen-tie line. These amounts may change based on land costs or the estimated costs of enhancement and endowment. The final amount due will be determined by the PAR analysis conducted pursuant to Mitigation Measure 4.4-3d and approved by the County and CDFW. The final mitigation acreage is also subject to CDFW concurrence with project impacts to waters of the state that were developed by the Applicant.</p> <p><b>3. Preparation of Management Plan:</b> The Applicant shall submit to the County and CDFW a draft Management Plan that reflects site-specific enhancement measures for the drainages on the acquired compensation lands. The objective of the Management Plan shall be to enhance the wildlife value of the drainages, and may include enhancement actions such as weed control, fencing to exclude livestock, or erosion control.</p> <p><b>4. Code of Regulations:</b> The Applicant shall provide a copy of the BRMMP and CDFW permits to all contractors, subcontractors, and the Applicant's Project supervisors. Copies shall be readily available at work sites at all times during periods of active work and must be presented to any CDFW personnel upon demand. The County reserves the right to issue a stop work order or allow CDFW to issue a stop work order after giving notice to the Applicant. If the County in consultation with CDFW, determines that the Applicant has breached any of the terms or conditions or for other reasons, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>a. The information provided by the Applicant regarding streambed alteration is incomplete or inaccurate;</li> <li>b. New information becomes available that was not known to it in preparing the terms and conditions; or</li> <li>c. The Project or Project activities as described in the EIR have changed.</li> </ul> <p><b>5. Best Management Practices:</b> The Applicant shall also comply with the following conditions to protect drainages near the Project Disturbance Area:</p> <ul style="list-style-type: none"> <li>a. The Applicant shall minimize road building, construction activities and vegetation clearing within ephemeral drainages to the extent feasible.</li> <li>b. The Applicant shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter ephemeral drainages or be placed in locations that may be subjected to high storm flows.</li> </ul>			



TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>	<b>Impact 4.4-4 (cont.)</b>			
	<p>c. The Applicant shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws, and it shall be the responsibility of the Applicant to ensure compliance.</p>			
	<p>d. Spoil sites shall not be located at least 30 feet from the boundaries and drainages or in locations that may be subjected to high storm flows, where spoils might be washed back into drainages.</p>			
	<p>e. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to vegetation or wildlife resources, resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering waters of the state. These materials, placed within or where they may enter a drainage by the Applicant or any party working under contract or with the permission of the Applicant, shall be removed immediately.</p>			
	<p>f. No broken concrete, debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into, or placed where it may be washed by rainfall or runoff into, waters of the state.</p>			
	<p>g. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any drainage.</p>			
	<p>h. No equipment maintenance shall occur within 150 feet of any ephemeral drainage where petroleum products or other pollutants from the equipment may enter these areas under any flow.</p>			
	<p><b>Mitigation Measure 4.4-4c: Channel Decommissioning and Reclamation Plan.</b> If engineered diversion channels are included in the Project, then, at least 12 months prior to Project closure, the Applicant shall prepare a draft Decommissioning and Reclamation Plan to remove the engineered diversion channels from the Project site, and implement the final plan upon site closure. The goal of the plan shall be to restore the site's topography and hydrology to a relatively natural condition and to establish native plant communities within the Project Disturbance Area. The Channel Decommissioning and Reclamation Plan shall include a cost estimate for implementing the proposed decommissioning and reclamation activities, and shall be consistent with the guidelines in BLM's 43 CFR 3809.550 et seq., subject to review and revisions from the County in consultation with USFWS and CDFW.</p>	<p>Review and approve the Channel Decommissioning and Reclamation Plan</p>	<p>--</p>	<p>At least 12 months prior to Project closure</p>
	<p><b>Mitigation Measure 4.4-4d: Compensatory Mitigation for Mojave Fringe-toed Lizard Habitat Losses.</b> To mitigate for permanent habitat loss and direct impacts to Mojave fringe-toed lizards the Applicant shall provide compensatory mitigation at a 3:1 ratio, which may include compensation lands purchased in fee or in easement in whole or in part, for impacts to stabilized or partially stabilized desert dune habitat (19 acres x 3 = 57.0 acres); or three times (3X) the acreage of sand dune/partially stabilized sand dune habitat permanently impacted by the final Project footprint, whichever is greater. If compensation lands are acquired, the Applicant shall provide funding for the acquisition in fee title or</p>	<p>Ensure compensatory mitigation is acquired</p>	<p>--</p>	<p>Prior to operation</p>



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-4 (cont.)</b></p>	<p>in easement, initial habitat improvements, and long-term maintenance and management of the compensation lands.</p> <p><b>1. Criteria for Compensation Lands:</b> The compensation lands selected for acquisition shall:</p> <ol style="list-style-type: none"> <li>Be sand dune or partially stabilized sand dune habitat within the McCoy Valley or Chuckwalla Valley with potential to contribute to Mojave fringe-toed lizard habitat connectivity and build linkages between known populations of Mojave fringe-toed lizards and preserve lands with suitable habitat;</li> <li>To the extent feasible, be connected to lands currently occupied by Mojave fringe-toed lizard;</li> <li>To the extent feasible, be near larger blocks of lands that are either already protected or planned for protection, or which could feasibly be protected long-term by a public resource agency or a non-governmental organization dedicated to habitat preservation;</li> <li>Provide quality habitat for Mojave fringe-toed lizard, that has the capacity to regenerate naturally when disturbances are removed;</li> <li>Not have a history of intensive recreational use or other disturbance that might make habitat recovery and restoration infeasible;</li> <li>Not be characterized by high densities of invasive species, either on or immediately adjacent to the parcels under consideration, that might jeopardize habitat recovery and restoration;</li> <li>Not contain hazardous wastes that cannot be removed to the extent the site is suitable for habitat;</li> <li>Not be subject to property constraints (i.e. mineral leases, cultural resources); and</li> <li>Be on land for which long-term management is feasible.</li> </ol> <p><b>2. Security for Implementation of Mitigation:</b> The Applicant shall provide financial assurances to the County to guarantee that an adequate level of funding is available to implement the acquisitions and enhancement of Mojave fringe-toed lizard habitat as described in this measure. These funds shall be used solely for implementation of the measures associated with the Project. Financial assurance can be provided to the County according to the measures outlined in Mitigation Measure 4.4-3d. The final amount due will be determined by an updated appraisal and a PAR analysis conducted as described in Mitigation Measure 4.4-3d.</p>			
<p><b>Impact 4.4-5A:</b> Project construction would have a substantial adverse effect on special-status and migratory avian species.</p>	<p><b>Mitigation Measure 4.4-5A: Bird and Bat Conservation Strategy (BBCS).</b></p> <p>The Project owner shall prepare a Bird and Bat Conservation Strategy (BBCS) in consultation with the County in consultation with CDFW for review and comment.</p> <ol style="list-style-type: none"> <li>The Project owner will survey and monitor onsite avian use prior to commencing construction to document species composition. The Project owner will submit all data gathered onsite to the County in consultation with CDFW, and also will make consulting biologists available to answer inquiries.</li> </ol>	<p>Prepare BBCS, implement avian and bat mortality and injury monitoring program</p>	<p>Monitoring and reporting as determined in approved plan</p>	<p>Prior to construction</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b> <b>Impact 4.4-5A (cont.)</b></p>	<p>2. The Project owner will implement a statistically robust avian and bat mortality and injury monitoring program to identify the extent of potential avian or bat mortality or injury from collisions with facility structures, including assessing levels of collision-related mortality and injury with PV panels.</p> <p>3. The Project owner will implement an adaptive management and decision-making framework for reviewing, characterizing, and responding to monitoring results.</p> <p>4. The Project owner will identify specific conservation measures and/or programs to avoid, minimize, reduce, or eliminate avian and bat injury or mortality over time and will evaluate the effectiveness of those measures.</p> <p>The BBCS shall include the following components:</p> <ol style="list-style-type: none"> <li>1. A description and summary of the baseline survey methods, raw data, and results.</li> <li>2. Avian and bat mortality and injury monitoring that includes:                             <ol style="list-style-type: none"> <li>a) Onsite monitoring that will systematically survey representative locations within the facility, at a level that will produce statistically robust data; account for potential spatial bias; and allow for the extrapolation of survey results to non-surveyed areas within the solar plant site boundary and the survey interval based on scavenger and searcher efficiency trials and detection rates.</li> <li>b) Low-visibility and high-wind weather event reporting to document potential weather-related collision risks that may be associated increased risk of avian or bat collisions with project features, including foggy, highly overcast, or rainy night-time weather typically associated with an advancing frontal system, and high wind events (40 miles per hour winds) that are sustained for period of greater than 4 hours.</li> <li>c) Statistically robust scavenger and searcher efficiency trials prior and post construction to document the extent to which avian or bat fatalities remain visible over time and can be detected within the project area and to adjust the survey timing and survey results to reflect scavenger and searcher efficiency rates.</li> <li>d) Statistical methods used to generate facility estimates of potential post construction avian and bat impacts based on the observed number of detections during standardized searches during the monitoring season for which the cause of death can be determined and is determined to be facility-related.</li> <li>e) Field detection and mortality or injury identification, cause attribution, handling and reporting requirements.</li> </ol> </li> <li>3. Post-construction monitoring studies included in the BBCS shall be conducted by a third party contractor for at least 3 years following commencement of commercial operation of each individual unit. At the end of the three-year period, the County in consultation with CDFW shall determine whether the survey program shall be continued.</li> <li>4. An adaptive management program shall be developed to identify and implement reasonable and feasible measures needed to reduce levels of avian or bat mortality or injury attributable to Project</li> </ol>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>  <b>Impact 4.4-5A (cont.)</b>	<p>operations and facilities to less than ecologically significant levels. Any such impact reduction measures must be commensurate (in terms of factors that include geographic scope, costs, and scale of effort) to the level of avian or bat mortality or injury that is specifically and clearly attributable to the project facilities. Adaptive actions undertaken will be discussed and evaluated in survey reports. The adaptive management program shall include the following elements:</p> <ol style="list-style-type: none"> <li>i. Reasonable measures for characterizing the extent and significance of detected mortality and injuries clearly attributable to the Project.</li> <li>ii. Potential measures that the Project owner could implement to adaptively respond to detected mortality and injuries attributable to the Project, including passive avian diverter installations along the perimeter or at other locations within the Project to avoid site use, the use of sound, light or other means to discourage site use consistent with applicable legal requirements, onsite prey or habitat control measures consistent with applicable legal requirements, and additional perch and nest minimizing of project facilities.</li> </ol> <p><b>Adaptive Mitigation:</b> The County in consultation with CDFW may require the Project owner to implement adaptive mitigation for ecologically significant onsite injury or mortality of birds and bats. The costs for such mitigation shall not exceed \$100,000. Such measures shall be approved by the County and CDFW and may include, but not be limited to: (i) restoration of degraded habitat with native vegetation; (ii) restoration of agricultural fields to bird habitat; (iii) management of agricultural fields to enhance bird populations; (iv) invasive plant species and artificial food or water source management; (v) control and cleanup of potential avian hazards, such as lead or microtrash; (vi) retrofitting of buildings to minimize collisions; (vii) retrofitting of conductors and above ground cables to minimize collisions; (viii) animal control programs; (ix) support for avian and bat research and/or management efforts conducted by entities approved by the County and CDFW within the Project's mitigation lands or other approved locations; (x) funding efforts to address avian diseases or depredation due to the expansion of predators in response to anthropomorphic subsidies that may adversely affect birds that use the mitigation lands or other approved locations; and (xi) contribute to the Migratory Bird Conservation Fund managed by the Migratory Bird Conservation Commission. Adaptive mitigation will be discussed and evaluated in survey reports.</p> <p>5. Monitor the death and injury of birds and bats from collisions with PV panels. The monitoring data shall be used to inform an adaptive management program that would avoid and minimize Project-related avian and bat impacts. The study design shall be approved by the County and CDFW. The monitoring shall include detailed specifications on data and carcass collection protocol and a rationale justifying the proposed schedule of carcass searches. The program also shall include seasonal trials to assess bias from carcass removal by scavengers as well as searcher bias.</p> <p>Prior to the start of construction, the BBCCS shall be submitted to the County in consultation with CDFW for review and comment. A final BBCCS shall be submitted to the County within 60 days of construction commencement. Survey results shall be verified by the following:</p>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b> <b>Impact 4.4-5A (cont.)</b></p>	<p>1. The results of onsite injury and mortality monitoring will be reported monthly. The reports will include all monitoring data required as part of the monitoring program. The reports shall also assess any adaptive management measure implemented during the prior year as approved by the County in consultation with CDFW. The County in consultation with CDFW shall determine if additional monitoring is warranted based on data quality and sufficiency of analysis, or if needed, to document efficacy of any adaptive management measures undertaken by the Project owner.</p> <p>If a carcass or injured live special status species is found at any time by the monitoring study or Project operations staff, the Project owner, Designated Biologist, or other qualified biologist, the Designated Biologist shall contact the County in consultation with CDFW by e-mail, fax or other electronic means within one working day of any such detection. Verification of other injuries or mortalities shall be within 48 hours.</p> <p>In addition, the Project owner shall follow APLIC guidelines for avian protection on powerlines and shall use current guidelines to reduce bird mortality from collision and electrocution with powerlines. The APLIC (2006) and USFWS recommend the following:</p> <ul style="list-style-type: none"> <li>i. Provide 60-inch minimum horizontal separation between energized conductors or energized conductors and grounded hardware;</li> <li>ii. Insulate hardware or conductors against simultaneous contact if adequate spacing is not possible;</li> <li>iii. Use structure designs that minimize impacts to birds; and</li> <li>iv. Shield wires to minimize the effects from bird collisions.</li> </ul>			
<p><b>Impact 4.4-6:</b> Project construction would have a substantial adverse effect on nesting birds.</p>	<p><b>Mitigation Measure 4.4-6: Pre-construction Nest Surveys.</b> Pre-construction nest surveys shall be conducted if construction activities would begin from February 1 through July 31. The Designated Biologist or Biological Monitor conducting the surveys shall be experienced bird surveyors familiar with standard nest-locating techniques such as those described in Martin and Guepel (1993). The goal of the nesting surveys shall be to identify the general location of the nest sites, sufficient to establish a protective buffer zone around the potential nest site, and need not include identification of the precise nest locations. Surveyors performing nest surveys shall not concurrently be conducting desert tortoise surveys. The bird surveyors shall perform surveys in accordance with the following guidelines:</p> <ul style="list-style-type: none"> <li>1. Surveys shall cover all potential nesting habitat areas that could be disturbed by each phase of construction. Surveys shall also include areas within 500 feet of the boundaries of the active construction areas (including linear facilities);</li> <li>2. At least two pre-construction surveys shall be conducted, separated by a minimum 10-day interval. One of the surveys shall be conducted within a 14-day period preceding initiation of construction activity. Additional follow-up surveys may be required if periods of construction inactivity exceed 3 weeks, an interval during which birds may establish a nesting territory and initiate egg laying and incubation;</li> </ul>	<p>Ensure the completion of required surveys to CDFW protocol standards</p>	<p>Monitoring during nesting season Report of survey results</p>	<p>Prior to construction</p>



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
Impact 4.4-6 (cont.)	<p>3. If active nests or suspected active nests are detected during the survey, a buffer zone (protected area surrounding the nest, the size of which is to be determined by the Designated Biologist in consultation with CDFW) and monitoring plan shall be developed. Nest locations shall be mapped and submitted, along with a report stating the survey results, to the County; and</p> <p>4. The Designated Biologist shall monitor the nest until he or she determines that nestlings have fledged and dispersed; activities that might, in the opinion of the Designated Biologist, disturb nesting activities, shall be prohibited within the buffer zone until such a determination is made.</p>			
Impact 4.4-7: Project construction would have a substantial adverse effect on golden eagle.	<p><b>Mitigation Measure 4.4-7: Measures to Minimize Impacts to Golden Eagles.</b> The Applicant shall implement the following measures to avoid or minimize Project-related construction impacts to golden eagles during initial Project construction and again prior to Project decommissioning.</p> <ol style="list-style-type: none"> <li><b>Annual Inventory During Construction:</b> For each calendar year during which construction will occur an inventory shall be conducted to determine if golden eagle territories occur within one mile of the Project boundaries. Survey methods for the inventory shall be as described in the <i>Interim Golden Eagle Inventory and Monitoring Protocols</i>; and <i>Other Recommendations</i> (Pagel et al., 2010) or more current guidance from the USFWS.</li> <li><b>Inventory Data:</b> Data collected during the inventory shall include at least the following: territory status (unknown, vacant, occupied, breeding successful, breeding unsuccessful); nest location, nest elevation; age class of golden eagles observed; nesting chronology; number of young at each visit; digital photographs; and substrate upon which nest is placed.</li> <li><b>Determination of Unoccupied Territory Status:</b> A nesting territory or inventoried habitat shall be considered unoccupied by golden eagles only after completing at least two full surveys in a single breeding season. In circumstances where ground observation occurs rather than aerial surveys, at least two ground observation periods lasting at least 4 hours or more are necessary to designate an inventoried habitat or territory as unoccupied as long as all potential nest sites and alternate nests are visible and monitored. These observation periods shall be at least 30 days apart for an inventory, and at least 30 days apart for monitoring of known territories.</li> <li><b>Monitoring and Adaptive Management Plan:</b> If an occupied nest<sup>4</sup> is detected within 1 mile of the Project boundaries, the Applicant shall prepare and implement a Golden Eagle Monitoring and Management Plan for the duration of construction to ensure that Project construction activities do not result in injury or disturbance to golden eagles. The monitoring methods shall be consistent with those described in the <i>Interim Golden Eagle Inventory and Monitoring Protocols</i>; and <i>Other Recommendations</i> (Pagel et al., 2010) or more current guidance from the USFWS. The Monitoring and Management Plan shall be prepared in consultation with the USFWS. Triggers for</li> </ol>	<p>Ensure completion of surveys for Golden Eagles pursuant to USFWS survey methods</p> <p>Develop and implement Golden Eagle Monitoring and Management Plan</p>	<p>Annual inventory reporting</p> <p>Monitoring as needed and described in monitoring and management plan</p>	<p>Prior to construction and decommissioning</p>

<sup>4</sup> An occupied nest is one used for breeding by a pair of golden eagles in the current year. Presence of an adult, eggs, or young, freshly molted feathers or plucked down, or current years' mutes (whitewash) also indicate site occupancy. Additionally, all breeding sites within a breeding territory are deemed occupied while raptors are demonstrating pair bonding activities and developing an affinity to a given area. If this culminates in an individual nest being selected for use by a breeding pair, then the other nests in the nesting territory will no longer be considered occupied for the current breeding season. A nest site is considered occupied throughout the periods of initial courtship and pair-bonding, egg laying, incubation, brooding, fledging, and post-fledging dependency of the young.

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-7 (cont.)</b></p>	<p>adaptive management shall include any evidence of Project-related disturbance to nesting golden eagles, including but not limited to: agitation behavior (displacement, avoidance, and defense), increased vigilance behavior at nest sites, changes in foraging and feeding behavior, or nest site abandonment. The Monitoring and Management Plan shall include a description of adaptive management actions, which shall include, but not be limited to, cessation of construction activities that are deemed by the Designated Biologist to be the source of golden eagle disturbance.</p>			
<p><b>Impact 4.4-8:</b> Project construction would have a substantial adverse effect on burrowing owl.</p>	<p><b>Mitigation Measure 4.4-8: Burrowing Owl Protection and Mitigation.</b> The Applicant shall implement the following measures to avoid, minimize and offset impacts to burrowing owls:</p> <ol style="list-style-type: none"> <li>1. <b>Pre-Construction Surveys:</b> The Designated Biologist or Biological Monitor shall conduct pre-construction surveys for burrowing owls no more than 30 days prior to initiation of construction activities. Surveys shall be focused exclusively on detecting burrowing owls, and shall be conducted from 2 hours before sunset to 1 hour after or from 1 hour before to 2 hours after sunrise. The survey area shall include the Project Disturbance Area and surrounding 500-foot survey buffer for each phase of construction in accordance with Mitigation Measure 4.4-1h (<i>Phasing</i>).</li> <li>2. <b>Implement Burrowing Owl Mitigation Plan:</b> The Applicant shall prepare and implement a final Burrowing Owl Mitigation Plan. The Plan shall be approved by the County in consultation with USFWS and CDFW, and shall:               <ol style="list-style-type: none"> <li>a. identify suitable sites as close as possible to the Project site, and within 1 mile of the Project Disturbance Areas for creation or enhancement of burrows prior to passive relocation efforts;</li> <li>b. provide guidelines for creation or enhancement of at least two natural or artificial burrows per relocated owl;</li> <li>c. provide detailed methods and guidance for passive relocation of burrowing owls occurring within the Project disturbance area; and</li> <li>d. describe monitoring and management of the passive relocation effort, including the created or enhanced burrow location and the project area where burrowing owls were relocated from and provide a reporting plan.</li> <li>e. include the following elements related to artificial burrow relocation:                   <ol style="list-style-type: none"> <li>i. A brief description of the project and project site pre-construction;</li> <li>ii. The mitigation measures that will be implemented;</li> <li>iii. Potential conflicting site uses or encumbrances;</li> <li>iv. A comparison of the occupied burrow site(s) and the artificial burrow site(s) (e.g., vegetation, habitat types, fossorial species use in the area, and other features);</li> <li>v. Artificial burrow(s) proximity to the project activities, roads and drainages.</li> </ol> </li> </ol> </li> </ol>	<p>Ensure completion of preconstruction surveys and review and approve the Burrowing Owl Mitigation Plan</p> <p>Ensure acquisition of mitigation for burrowing owl habitat</p>	<p>Monitoring as determined necessary in plan</p>	<p>No more than 30 days prior to construction</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p>	<p><b>Impact 4.4-8 (cont.)</b></p>	<p>vi. Artificial burrow(s) proximity to other burrows and entrance exposure; Photographs of the site of the occupied burrow(s) and the artificial burrows; vii. Map of the project area that identifies the burrow(s) to be excluded as well as the proposed sites for the artificial burrows; viii. A brief description of the artificial burrow design; ix. Description of the monitoring that will take place during and after project implementation including information that will be provided in a monitoring report. x. A description of the frequency and type of burrow maintenance</p> <p>Because elements (iv) through (vii) rely on information that can be obtained only during pre-construction surveys, those elements of the Plan shall be included in a separate relocation plan if and when relocation activities are proposed.</p> <p>f. address the following elements related to the exclusion plan:</p> <p>i. Confirm by site surveillance that the burrow(s) is empty of burrowing owls and other species by use of a fiber-optic endoscope or comparable device; ii. Describe the type of scope and appropriate timing of scoping to avoid impacts; iii. Describe occupancy factors to look for and what will guide determination of vacancy and excavation timing (e.g., one-way doors should be left in place 48 hours to ensure burrowing owls have left the burrow before excavation, visited twice daily and monitored for evidence that owls are inside and can't escape); iv. Identify how the burrow(s) will be excavated (excavation using hand tools with refilling to prevent reoccupation is preferable whenever possible (may include using piping to stabilize the burrow to prevent collapsing until the entire burrow has been excavated and it can be determined that no owls reside inside the burrow); v. Describe removal of other potential owl burrow surrogates or refugia on site; vi. Photographing the excavation and closure of the burrow to demonstrate success and sufficiency; vii. Describe required monitoring of the exclusion site to evaluate success and, if needed, to implement remedial measures to prevent subsequent owl use to avoid take; viii. Identify how the impacted site will continually be made inhospitable to burrowing owls and fossorial mammals (e.g., by allowing vegetation to grow tall, heavy disk, or immediate and continuous grading) until development is complete.</p> <p>3. <b>Implement Avoidance Measures:</b> If an active burrowing owl burrow is detected within 500 feet from the Project disturbance area the following avoidance and minimization measures shall be implemented:</p>		



TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-8 (cont.)</b></p>	<p>a. <i>Establish Non-Disturbance Buffer:</i> Fencing shall be installed at a 250-foot radius from the occupied burrow to create a non-disturbance buffer around the burrow. The non-disturbance buffer and fence line may be reduced to 160 feet if all Project-related activities that might disturb burrowing owls would be conducted during the non-breeding season (September 1st through January 31st). Signs shall be posted in English and Spanish at the fence line indicating no entry or disturbance is permitted within the fenced buffer.</p> <p>b. <i>Monitoring:</i> If construction activities would occur within 500 feet of the occupied burrow during the nesting season (February 1 to August 31st) the Designated Biologist or Biological Monitor shall monitor to determine if these activities have potential to adversely affect nesting efforts, and shall make recommendations to minimize or avoid such disturbance.</p> <p>4. <b>Acquire Compensatory Burrowing Owl Habitat:</b> Consistent with CDFW mitigation guidance (CBOC, 1993), the Applicant shall acquire, in fee or in easement, at least 45 acres of land suitable to support a resident population of burrowing owls and shall provide funding for the enhancement and long-term management of these compensation lands (based on three owl pairs and four unpaired owls observed during focused surveys and 6.5 acres per pair or individual bird; to be adjusted based on final survey findings). The responsibilities for acquisition and management of the compensation lands may be delegated by written agreement to CDFW or to a third party, such as a non-governmental organization dedicated to habitat conservation, subject to approval by the County, in consultation with CDFW prior to land acquisition or management activities. Additional funds shall be based on the adjusted market value of compensation lands at the time of construction to acquire and manage habitat.</p> <p>a. <i>Criteria for Burrowing Owl Mitigation Lands:</i> The terms and conditions of this acquisition or easement shall be as described in Mitigation Measure 4.4-3d [Desert Tortoise Compensatory Mitigation], with the additional criteria to include that the 45 acres of mitigation land must provide suitable habitat for burrowing owls. The 45 acres of burrowing owl mitigation lands may be included with the desert tortoise mitigation lands only if this burrowing owl criterion is met. If the 45 acres of burrowing owl mitigation land is separate from the acreage required for desert tortoise compensation lands, the Applicant shall fulfill the requirements described below in this measure.</p> <p>b. <i>Security:</i> If the 19.5 acres of burrowing owl mitigation land is separate from the acreage required for desert tortoise compensation lands, the Applicant or an approved third party shall complete acquisition of the proposed compensation lands within the time period specified for this acquisition. Alternatively, financial assurance can be provided by the Applicant to the County and CDFW, according to the measures outlined in Mitigation Measure 4.4-3d. These funds shall be used solely for implementation of the measures associated with the Project. Financial assurance can be provided to the County in the form of an irrevocable letter of credit, a pledged savings account, or another form of security ("Security") prior to initiating ground-disturbing Project activities. Prior to submittal, the Security shall be approved by the County in consultation with CDFW and the USFWS to ensure funding. The final amount due will be determined by an updated appraisal and PAR analysis conducted as described in Mitigation Measure 4.4-3d.</p>			



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-9:</b> Project construction would have a substantial adverse effect on American badger and desert kit fox.</p>	<p><b>Measure 4.4-9: American Badger and Desert Kit Fox Protection.</b> To avoid direct impacts to American badgers and desert kit fox, the Applicant shall implement the following measures:</p> <p>1. <b>Prepare Desert Kit Fox Management Plan:</b> At least 45 days prior to construction, the Applicant shall submit a Desert Kit Fox Management Plan that: 1) incorporates baseline desert kit fox census and health survey findings into a cohesive management strategy that minimizes disease risk to kit fox populations; 2) specifically identifies preconstruction survey methods for kit foxes and large carnivores (e.g., badgers) in the Project area; 3) describes preconstruction and construction-phase passive relocation methods from the site, and; 4) coordinates survey findings prior to and during construction to meet the information needs of wildlife health officials in monitoring the health of kit fox populations. The Plan shall include contingency measures that would be performed if canine distemper were documented in the Project area possible dispersal areas adjacent to the Project site, and measures to address potential kit fox reoccupancy of the site (as documented at the Genesis site). The contents and requirements of the Plan shall be subject to review and approval by the County and CDFW.</p> <p>2. <b>Implement Desert Kit Fox Management Plan:</b> If canine distemper is not identified in the Project area or relocation areas during baseline surveys, the mitigation strategy may utilize passive means or active means with appropriate CDFW authorization to relocate kit foxes from the site. The approach below assumes that canine distemper is not detected during baseline surveys.</p> <p>a. <b>Pre-Construction Surveys:</b> Biological Monitors shall conduct pre-construction surveys for desert kit fox and American badger no more than 30 days prior to initiation of construction activities. Surveys shall also consider the potential presence of dens within 100 feet of the project boundary (including utility corridors and access roads) and shall be performed for each phase of construction. If dens are detected each den shall then be further classified as inactive, potentially active, or definitely active.</p> <p>b. Inactive dens that would be directly impacted by construction activities shall be excavated by hand and backfilled to prevent reuse by badgers or kit fox.</p> <p>c. Potentially and definitely active dens that would be directly impacted by construction activities shall be monitored by the Biological Monitor for three consecutive nights using a tracking medium (such as diatomaceous earth or fire clay) and/or infrared camera stations at the entrance.</p> <p>d. If no tracks are observed in the tracking medium or no photos of the target species are captured after three nights, the den shall be excavated and backfilled by hand.</p> <p>e. If tracks are observed, the den shall be progressively blocked with natural materials (rocks, dirt, sticks, and vegetation piled in front of the entrance) for the next three to five nights to discourage the badger or kit fox from continued use. After verification that the den is unoccupied it shall then be excavated and backfilled by hand to ensure that no badgers or kit fox are trapped in the den. BLM approval may be required prior to release of badgers on public lands.</p>	<p>Develop and implement Desert Kit Fox Management Plan</p>	<p>--</p>	<p>At least 45 days prior to construction</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<b>Impact 4.4-9 (cont.)</b>	<p>f. If an active natal den (a den with pups) is detected on the site, the County and CDFW shall be contacted within 24 hours to determine the appropriate course of action to minimize the potential for animal harm or mortality. The course of action would depend on the age of the pups, location of the den on the site (e.g., is the den in a central area or in a perimeter location), status of the perimeter site fence (completed or not), and the pending construction activities proposed near the den. A 500-foot no-disturbance buffer shall be maintained around all active dens.</p> <p>g. The following measures are required to reduce the likelihood of distemper transmission:</p> <ul style="list-style-type: none"> <li>i. No pets shall be allowed on the site prior to or during construction, with the possible exception of vaccinated kit fox scat detection dogs during preconstruction surveys, and then only with prior CDFW approval;</li> <li>ii. Any sick or diseased kit fox, or documented kit fox mortality shall be reported to CDFW and the County within 8 hours of identification. If a dead kit fox is observed, it shall be collected and stored according to established protocols distributed by CDFW Wildlife Investigations Lab (WIL), and the WIL contacted to determine carcass suitability for necropsy.</li> </ul>			
<b>Impact 4.4-11: The Project would have a substantial adverse effect on special-status avian and bat species.</b>	Implementation of Mitigation Measure 4.4-5A.	Implementation of Mitigation Measure 4.4-5A		
<b>Impact 4.4-12: Project operation and maintenance would have a substantial adverse effect on special-status plants and non-avian and bat wildlife.</b>	Implementation of Mitigation Measure 4.4-3a	Implementation of Mitigation Measure 4.4-3a		
<b>Impact 4.4-12A: Project operation and maintenance could have a substantial adverse effect on special-status and migratory birds and special status bat species.</b>	Implementation of Mitigation Measure 4.4-5A.	Implementation of Mitigation Measure 4.4-5A		

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Biological Resources (cont.)</b>				
<b>Impact 4.4-13:</b> Project decommissioning would have a substantial adverse effect on special-status plants and non-avian and bat wildlife.	Implementation of Mitigation Measure 4.4-3a.	Implementation of Mitigation Measure 4.4-3a		
<b>Impact 4.4-13A:</b> Project decommissioning could have a substantial adverse effect on special-status avian and bat species until PV panels and other Project structures are removed.	Implementation of Mitigation Measure 4.4-5A	Implementation of Mitigation Measure 4.4-5A		
<b>Impact 4.4-14:</b> Project construction would have a substantial adverse effect on sensitive vegetation communities including riparian habitat.	Implementation of Mitigation Measures 4.4-1f, 4.4-1g, 4.4-3a, 4.4-4a, and 4.4-4b	Implementation of Mitigation Measures 4.4-1f, 4.4-1g, 4.4-3a, 4.4-4a, and 4.4-4b		
<b>Impact 4.4-15:</b> Project operation and maintenance would have a substantial adverse effect on sensitive vegetation communities including riparian habitat.	Implementation of Mitigation Measures 4.4-1f, 4.4-1g, 4.4-3a, 4.4-4a, and 4.4-4b	Implementation of Mitigation Measures 4.4-1f, 4.4-1g, 4.4-3a, 4.4-4a, and 4.4-4b		
<b>Impact 4.4-16:</b> Project decommissioning would have a substantial adverse effect on sensitive vegetation communities including riparian habitat.	Implementation of Mitigation Measures 4.4-1f, 4.4-1g, 4.4-3a, 4.4-4a, and 4.4-4b	Implementation of Mitigation Measures 4.4-1f, 4.4-1g, 4.4-3a, 4.4-4a, and 4.4-4b		

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Biological Resources (cont.)</b></p> <p><b>Impact 4.4-17:</b> Project-related interference with the movement of native non-avian and bat wildlife through existing migratory corridors.</p>	<p><b>Mitigation Measure 4.4-17: Worker Environmental Awareness Program.</b> The Applicant shall develop and implement a Project-specific Worker Environmental Awareness Program (WEAP) and shall secure approval for the WEAP from the County. The WEAP shall be administered to all on-site personnel including surveyors, construction engineers, employees, contractors, contractor's employees, supervisors, inspectors, subcontractors, and delivery personnel. The WEAP shall be implemented during site preconstruction, construction, operation, and closure. The WEAP shall:</p> <ol style="list-style-type: none"> <li>1. Be developed by or in consultation with the Designated Biologist and consist of an on-site or training center presentation in which supporting written material and electronic media, including photographs of protected species, is made available to all participants;</li> <li>2. Discuss the locations and types of sensitive biological resources on the Project site and adjacent areas, and explain the reasons for protecting these resources; provide information to participants that no snakes, reptiles, or other wildlife shall be harmed;</li> <li>3. Place special emphasis on desert tortoise, including information on physical characteristics, distribution, behavior, ecology, sensitivity to human activities, legal protection, penalties for violations, reporting requirements, and protection measures;</li> <li>4. Include a discussion of fire prevention measures to be implemented by workers during Project activities; request workers dispose of cigarettes and cigars appropriately and not leave them on the ground or buried;</li> <li>5. Describe the temporary and permanent habitat protection measures to be implemented at the Project site;</li> <li>6. Identify whom to contact if there are further comments and questions about the material discussed in the program; and</li> <li>7. Include a training acknowledgment form to be signed by each worker indicating that they received training and shall abide by the guidelines.</li> </ol> <p>The specific program can be administered by a competent individual(s) acceptable to the Designated Biologist and County.</p>	<p>Prepare and implement WEAP</p>	<p>--</p>	<p>Prior to construction</p>
<p><b>Impact 4.4-18:</b> Project operation and maintenance could substantially interfere with the movement of native non-avian or bat wildlife movement corridors.</p>	<p>Implementation of Mitigation Measure 4.4-3a</p>	<p>Implementation of Mitigation Measure 4.4-3a</p>		



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Cultural Resources</b>				
<p><b>Impact 4.5-1:</b> The project would cause a substantial adverse change in the significance of a historical or archaeological resource, as defined in CEQA Guidelines Section 15064.5.</p>	<p><b>Mitigation Measure 4.5-1:</b> The implementation of measures contained in the Memorandum of Agreement (MOA) prepared for the proposed undertaking in accordance with the requirements of §106 of the NHPA and executed on February 22, 2013, as it may be amended from time to time, will lead to avoidance, minimization, or mitigation of potential adverse effects to historic properties. The MOA is binding on the Applicant and the proposed undertaking.</p>	<p>Implement MOA measures.</p>	<p>--</p>	<p>All phases of Project</p>
<p><b>Impact 4.5-3:</b> The Project would not disturb known human remains, including those interred outside of formal cemeteries.</p>	<p><b>Mitigation Measure 4.5-3:</b> If human remains are uncovered during Project construction, operation, maintenance, and decommissioning activities, the Applicant and/or its contractors shall immediately halt all work, contact the County Coroner to evaluate the remains, and follow the procedures and protocols set forth in CEQA Guidelines §15064.5 (e)(1). If the County Coroner determines that the remains are Native American, the Coroner shall contact the NAHC, in accordance with Health and Safety Code §7050.5(c), and Public Resources Code 5097.98 (as amended by AB 2641). Pursuant to Public Resources Code 5097.98, the Applicant shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in Public Resources Code §5097.98, with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.</p>	<p>Implement listed measures.</p>	<p>--</p>	<p>All phases of Project</p>
<b>Energy Conservation</b>				
<p><b>Impact 4.6-4:</b> During construction and decommissioning the use of diesel and gasoline for worker commutes and haul trips would constitute an inefficient, wasteful, or unnecessary use of energy resources.</p>	<p><b>Mitigation Measure 4.6-4:</b> The Applicant shall develop and implement a construction- and decommissioning-phase Transportation Energy Management Plan in consultation with Riverside County to reduce construction- and decommissioning-related transportation energy consumption. The plan shall include but not be limited to the following measures:</p> <ol style="list-style-type: none"> <li>1. Require that on-site equipment and vehicle operators minimize equipment and vehicle idling time either by shutting equipment off when not in use or by limiting idling time to a maximum of 5 minutes.</li> <li>2. Designate a Transportation Energy Manager (TEM) to coordinate ridesharing by construction and decommissioning employees. The TEM shall encourage carpooling by posting commuter ride sign-up sheets, maintaining and posting an employee home zip code map, and educating employees about how to access the incentives they may be eligible for under Riverside County's Core Rideshare Program.</li> <li>3. Provide priority parking on-site for vehicles with two or more passengers.</li> <li>4. When feasible, arrange for a single construction vendor who makes deliveries for several items.</li> <li>5. Plan construction delivery and waste hauling routes to eliminate unnecessary trips.</li> </ol> <p>The plan shall be submitted to Riverside County for review and approval prior to the issuance of a grading permit.</p>	<p>Implement listed measures</p>	<p>--</p>	<p>During construction and decommissioning</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Geology and Soils</b>				
<p><b>Impact 4.7-1:</b> Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving strong seismic ground shaking.</p> <p><b>Impact 4.7-2:</b> Construction, operation, and maintenance of the Project could expose people or structures to potential substantial adverse effects involving seismic-related ground failure, including liquefaction.</p> <p><b>Impact 4.7-5:</b> The Project would 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 soil subsidence and hydrocompaction.</p> <p><b>Impact 4.7-6:</b> The Project would be located on expansive soil, creating substantial risks to life or property.</p>	<p><b>Mitigation Measure 4.7-1: Conduct geotechnical studies to assess soil characteristics and aid in appropriate foundation design.</b> The Applicant and/or its contractor shall perform a design-level geotechnical study that includes subsurface exploration and material testing necessary to determine the CBC seismic design category and site soil class for which each of the Project components must be designed. The geotechnical study shall identify the presence, if any, of potentially adverse soil conditions such as liquefiable soils, expansive soils, corrosive soils, and soils that may settle or experience hydrocompaction. Based on the nature, location and severity of adverse soil conditions, the geotechnical study shall recommend appropriate and feasible design features necessary to reduce the potential for liquefiable, expansive, corrosive, or collapsible soils to adversely affect Project facilities. Such measures might include use of corrosion-resistant materials and coatings; use of non-corrosive, non-expansive backfills; use of cathodic protection systems; soil-treatment processes; redirection of surface water and drainage away from expansive foundation soils; and/or any other combination of soil preparation methods or foundation designs necessary to avoid or reduce the adverse affects of soils on Project structures.</p> <p>Studies shall be carried out by a registered geologist or certified geotechnical engineer, and shall conform to industry standards of care and ASTM standards for field and laboratory testing. For completeness and direct correlation to the Project, the Applicant shall provide the geotechnical consultant with the most recent copy of the Project case exhibit (tract map, parcel map, plot plan, etc.) for incorporation into the report. Furthermore, the consultant shall plot all appropriate geologic and geotechnical data on this case exhibit and include it as an appendix/figure/plate in the report. Study results and proposed solutions shall be provided for review and approval to the County at least 60 days before final Project design.</p>	<p>Conduct geotechnical studies and submit to Riverside County</p>	<p>--</p>	<p>Prior to construction</p>
<p><b>Impact 4.7-4:</b> The Project would result in substantial soil erosion or the loss of topsoil.</p>	<p>Implement Mitigation Measures 4.10-1 and 4.10-5</p>	<p>See Mitigation Measures 4.10-1 and 4.10-5</p>	<p>See Mitigation Measures 4.10-1 and 4.10-5</p>	<p>See Mitigation Measures 4.10-1 and 4.10-5</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Hazards and Hazardous Materials</b>				
<p><b>Impact 4.9-1:</b> The Project would create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials.</p>	<p><b>Mitigation Measure 4.9-1a: Hazardous Materials Safety Plan.</b> The Applicant shall prepare and implement a site-specific Hazardous Materials Safety Plan that shall identify the chemicals potentially present in on-site soils, health and safety hazards associated with those chemicals, monitoring to be performed during site activities, soil handling methods required to minimize the potential for harmful exposures, appropriate personal protective equipment, and emergency response procedures. The Plan shall be included in and implemented as part of the Project's larger Safety and Health Program. The plan shall be submitted to the County for approval prior to commencement of construction activities and shall be distributed to all construction crew members prior to construction and operation of the Project.</p>	<p>Submit plan to Riverside County and implement measures</p>	<p>Monitoring to be performed during site activities.</p>	<p>Prior to construction</p>
<p><b>Impact 4.9-2:</b> The Project could 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.</p>	<p><b>Mitigation Measure 4.9-1b: Broken PV Module Detection and Handling Plan.</b> If photovoltaic (PV) panels containing cadmium telluride (CdTe) are used on the Project site, the Applicant shall prepare and implement a Broken PV Module Detection and Handling Plan. The plan shall describe the Applicant's plan for identifying, handling and disposing of PV modules that may break, chip, or crack at some point during the Project's life cycle to ensure the safe handling, storage, transport, and recycling and/or disposal of the modules and related electrical components in a manner that is compliant with applicable law and protective of human health and the environment. The plan shall be submitted to the County for review and approval prior to commencement of construction activities and prior to delivery of CdTe-containing PV panels to the Project site and shall be distributed to all construction crew members and temporary and permanent employees prior to construction and operation of the Project. All available data from the panel manufacturer(s) regarding materials used and safety procedures and/or concerns shall be appended to the plan to assist the County with identifying potential hazards and abatement measures.</p>	<p>Submit plan to Riverside County and implement measures</p>	<p>--</p>	<p>Prior to installation of CdTe-containing PV panels</p>
<p><b>Impact 4.9-2:</b> The Project could 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.</p>	<p><b>Mitigation Measure 4.9-2: UXO Identification, Training, and Reporting Plan.</b> The Applicant shall prepare and implement a UXO Identification, Training, and Reporting Plan to properly train all site workers in the recognition, avoidance, and reporting of military waste debris and ordnance. The Applicant shall submit the plan to the County and BLM for review and approval prior to the start of construction. The plan shall contain, at a minimum, the following:</p> <ol style="list-style-type: none"> <li>1. A description of the training program outline and materials, and the qualifications of the trainers;</li> <li>2. Identification of available trained experts that will respond to notification of discovery of any suspected ordnance (unexploded or not);</li> <li>3. Procedures to stop work immediately in the vicinity of suspected UXO and to notify the Riverside County Department of Environmental Health and the U.S. Army Corps of Engineers;</li> <li>4. A work plan to recover and remove discovered ordnance, and complete additional field screening, possibly including geophysical surveys to investigate adjacent areas for surface, near-surface or buried ordnance in all proposed land disturbance areas.</li> <li>5. Documentation of all surveys and investigations performed to evaluate and remove discovered ordnance.</li> </ol>	<p>Develop and implement UXO Identification, Training, and Reporting Plan</p>	<p>--</p>	<p>Submit plan at least 30 days prior to the initiation of construction  If required, submit survey results within 30 days of completion of the surveys</p>



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Hazards and Hazardous Materials (cont.)</b>				
<b>Impact 4.9-2 (cont.)</b>	The Applicant shall submit the UXO Identification, Training, and Reporting Plan to the County and BLM for approval no less than 30 days prior to the initiation of construction activities at the site or within the linear corridors, as appropriate. The results of geophysical surveys shall be submitted to the County and BLM within 30 days of completion of the surveys.			
<p><b>Impact 4.9-4:</b> The Project could impair implementation of or physically interfere with and adopted emergency response plan or emergency evacuation plan.</p> <p><b>Impact 4.9-5:</b> The Project could expose people or structures to a significant risk of loss, injury or death involving wildland fires.</p>	<p><b>Mitigation Measure 4.9-4: Fire Safety Plan.</b> The Applicant shall prepare and implement a Fire Safety Plan to ensure the safety of workers and the public during Project construction, operation, and maintenance, and decommissioning activities. This plan shall complement or supplement provisions of the Applicant's proposed Emergency Action Plan. The Fire Safety Plan shall be provided to the RCFD for approval before the Applicant receives grading permits. The Fire Safety Plan shall include, but not be limited to, the following elements:</p> <ol style="list-style-type: none"> <li>1. All internal combustion engines used at the Project site shall be equipped with spark arrestors. Spark arrestors shall be in good working order.</li> <li>2. Once initial two-track roads have been cut and initial fencing completed, light trucks and cars shall be used only on roads where the roadway is cleared of vegetation. Mufflers on all cars and light trucks shall be maintained in good working order.</li> <li>3. Fire rules shall be posted on the project bulletin board at the contractor's field office and areas visible to employees.</li> <li>4. Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials.</li> <li>5. The Applicant shall make an effort to restrict use of chainsaws, chippers, vegetation masticators, grinders, drill rigs, tractors, torches, and explosives to outside of the official fire season. When the above tools are used, water tanks equipped with hoses, fire rakes, and axes shall easily accessible to personnel.</li> <li>6. Smoking shall be prohibited in wildland areas and within 50 feet of combustible materials storage, and shall be limited to paved areas or areas cleared of all vegetation.</li> <li>7. Each Project construction site (if construction occurs simultaneously at various locations) and the proposed solar plant site shall be equipped with fire extinguishers and fire-fighting equipment sufficient to extinguish small fires.</li> <li>8. The Applicant shall coordinate with the RCFD to create a training component for emergency first responders to prepare for specialized emergency incidents that may occur at the Project site.</li> <li>9. All construction workers, plant personnel, and maintenance workers visiting the plant and/or transmission lines to perform maintenance activities shall receive training on the proper use of fire-fighting equipment and procedures to be followed in the event of a fire. Training records shall be maintained and be available for review by the RCFD.</li> <li>10. Vegetation near all solar panel arrays, ancillary equipment, and access roads shall be controlled through periodic cutting and spraying of weeds, in accordance with the Vegetation Management Plan.</li> </ol>	Submit plan to RCFD and implement measures	Maintain personnel training records on-site	Prior to issuance of grading permits



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Hazards and Hazardous Materials (cont.)</b>				
Impacts 4.9-4 and 4.9-5 (cont.)	<p>11. The RCFD shall be consulted during plan preparation and fire safety measures recommended by the agencies included.</p> <p>12. The plan shall list fire prevention procedures and specific emergency response and evacuation measures that would be required to be followed during emergency situations.</p> <p>13. All on-site employees shall participate in annual fire prevention and response training exercises with the RCFD.</p> <p>14. The Applicant shall designate an emergency services coordinator from among the full-time on-site employees who shall perform routine patrols of the site during the fire season equipped with a portable fire extinguisher and communications equipment. The Applicant shall notify the County and BLM of the name and contact information of the current emergency services coordinator in the event of any change.</p> <p>15. Remote monitoring of all major electrical equipment (transformers and inverters) will screen for unusual operating conditions. Higher than nominal temperatures, for example, can be compared with other operational factors to indicate the potential for overheating which under certain conditions could precipitate a fire. Units could then be shut down or generation curtailed remotely until corrective actions are taken.</p> <p>16. Fires ignited on-site shall be immediately reported to the RCFD and BLM FIRE. The engineering, procurement, and construction contract(s) for the Project shall clearly state the requirements of this mitigation measure.</p>			
<b>Hydrology and Water Quality</b>				
<p><b>Impact 4.10-1:</b> Project construction would not violate water quality standards or waste discharge requirements.</p> <p><b>Impact 4.10-3:</b> Decommissioning of the Project would not violate water quality standards or waste discharge requirements.</p>	<p><b>Mitigation Measure 4.10-1:</b> The Applicant or its construction contractor shall prepare comprehensive stormwater pollution and erosion control best management practices (BMPs) for the Project to prevent all construction pollutants from contacting stormwater, with the intent of keeping sedimentation or any other pollutants from moving off-site and into receiving waters. BMPs shall be in place prior to the start of construction related activities and remain in place throughout all phases of project construction and decommissioning. A BMP monitoring and maintenance schedule with clearly identified parties responsible for monitoring and maintenance of BMPs shall be in place prior to the start of construction or decommissioning activities and remain in place throughout all phases of project construction and decommissioning. Additionally, the County will be provided opportunity to review and approve the comprehensive stormwater pollution and erosion control BMPs prior to the start of construction activities. Stormwater pollution and erosion control BMPs at a minimum shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Ensure that all stormwater, erosion, and sediment control BMPs are consistent with measures approved by the California Stormwater Quality Association (CASQA) and are installed, inspected, maintained, and repaired under the direction of a certified erosion control specialist.</li> <li>2. Provide adequate erosion control training to all equipment operators, site superintendents, and managers to ensure that stormwater and erosion controls are maintained and remain effective.</li> </ol>	Develop and implement BMPs	Adhere to BMP monitoring and maintenance schedule	Prior to construction

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<p><b>Hydrology and Water Quality (cont.)</b></p> <p><b>Impacts 4.10-1 and 4.10-3 (cont.)</b></p>	<ol style="list-style-type: none"> <li>3. Employ temporary erosion control measures (such as silt fences, staked straw bales, and temporary revegetation) for disturbed areas. No disturbed surfaces will be left without erosion control measures in place so as to limit on-site and off-site erosion and to remain sediment on-site.</li> <li>4. Stabilize inactive areas, such as temporary stockpiles, using an appropriate combination of BMPs to cover the exposed material, intercept runoff, reduce its flow velocity, release runoff as sheet flow, and provide a sediment control mechanism (such as silt fencing, fiber rolls, or hydroseeded vegetation). Standard soil stabilization BMPs include geotextiles, mats, erosion control blankets, vegetation, silt fence surrounding the stockpile perimeter, and fiber rolls at the base and on side slopes.</li> <li>5. Limit grading to the minimum area necessary for construction and operation of the Project.</li> <li>6. Limit vegetation disturbance/removal to the maximum extent practicable.</li> <li>7. Temporarily stabilize active, disturbed areas undergoing fill placement before and during rain events expected to produce site runoff. Stabilization methods include combined BMPs that protect materials from rain, manage runoff, and reduce erosion.</li> <li>8. Do not perform construction activities involving grading, hauling, and placement of backfill materials during periods of rain.</li> <li>9. Schedule construction activities that disturb soils, such as grading, hauling, and placement of backfill to minimize land disturbance during peak runoff periods and to the immediate area required for construction. Retain existing vegetation where possible.</li> <li>10. Regularly inspect all stormwater and erosion controls, especially before and following significant run-off-producing rain events.</li> <li>11. Inspect and maintain BMPs after each qualifying storm event (minimum of one-quarter inch of rainfall as measured by onsite device) to ensure their integrity.</li> <li>12. Develop a spill prevention and countermeasure plan that will identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used on-site. The plan will also require the proper storage, handling, use, and disposal of petroleum products.</li> <li>13. Establish fuel and vehicle maintenance areas away from all drainage courses and design these areas to control runoff.</li> <li>14. Install a stabilized construction entrance/exit and stabilization of disturbed areas.</li> <li>15. Properly manage construction materials, including a water plan, to treat disturbed areas during construction and reduce dust.</li> <li>16. Manage waste and aggressively control litter.</li> <li>17. Obtain all necessary permits and approvals.</li> </ol>			

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Hydrology and Water Quality (cont.)</b>				
<p><b>Impact 4.10-2:</b> Project operation and maintenance would violate water quality standards or waste discharge requirements.</p>	<p><b>Mitigation Measure 4.10-2: Evaporation Pond Design.</b> The proposed evaporation ponds shall be sized to accommodate operational discharges plus a 25-year storm event within the tributary area, with no less than 1 foot of freeboard.</p>	<p>Implement approved evaporation pond design</p>	<p>--</p>	<p>Prior to construction of evaporation ponds</p>
<p><b>Impact 4.10-4:</b> Construction, operation and maintenance, and decommissioning of the Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table.</p>	<p><b>Mitigation Measure 4.10-4: Groundwater Monitoring and Mitigation Plan.</b> A Groundwater Monitoring and Mitigation Plan shall be prepared prior to construction. The Plan shall be prepared by a qualified professional geologist, hydrogeologist, or civil engineer registered in the State of California and submitted by the Applicant to the Riverside County Department of Environmental Health for approval, and to the RWQCB for review and comment. This Plan shall provide detailed methodology for monitoring background and site groundwater levels, water quality, and flow. Monitoring shall be performed during pre-construction, construction, and operation of the Project, with the intent to establish pre-construction and Project-related groundwater level and water quality trends that can be quantitatively compared against observed and simulated trends near the Project pumping wells and near potentially affected existing private wells, if any. Water quality monitoring shall include annual sampling and testing for constituents as required by the California Department of Health for the proposed on-site potable use.</p> <p>The Groundwater Monitoring and Mitigation Plan shall include a schedule for submittal of quarterly data reports by the Applicant to the County, for the duration of the monitoring period. These quarterly data reports shall be prepared and submitted to the County for review and approval, and shall include water level monitoring data (trend analyses) from all pumping and monitoring wells. Based on the results of the quarterly reports, the Applicant and County shall determine if the Project's pumping activities have resulted in water level decline in the baseline at any of the monitoring wells, including nearby operating private wells, if any. If significant drawdown occurs at active off-site groundwater supply wells, the Applicant shall immediately reduce groundwater pumping until water levels stabilize or recover, to a reasonable level. The measure of the significance of the water level decline and associated mitigation measure for operating water supply wells shall be outlined in the Groundwater Monitoring and Mitigation Plan.</p> <p>The Groundwater Monitoring and Mitigation Plan shall also include a schedule for submittal of annual data reports by the Applicant to the County, for the first 5 years of the project (including the construction period). These annual data reports shall be prepared and submitted to the County for review and approval, and shall include at a minimum the following information:</p> <ul style="list-style-type: none"> <li>• Daily usage, monthly range, and monthly average of daily water usage in gallons per day;</li> <li>• Total water used on a monthly and annual basis in acre-feet; summary of all water level data and water quality data;</li> <li>• Identification of trends that indicate potential for off-site wells to experience decline of water level; and</li> </ul>	<p>Develop and implement plan</p>	<p>Adhere to monitoring, annual sampling, and quarterly reporting schedules in plan.</p>	<p>All Phases of Project</p>



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Hydrology and Water Quality (cont.)</b>				
<p><b>Impact 4.10-4 (cont.)</b></p>	<ul style="list-style-type: none"> <li>• Identification of all sources of water by type (i.e., groundwater, surface water, municipal water) and well/location used on private or County-owned land.</li> </ul> <p>The County shall determine whether operating groundwater supply wells surrounding the Project site are influenced by Project activities. The Groundwater Monitoring and Mitigation Plan shall describe additional mitigation measures that may be implemented if the County determines that additional mitigation is required, which shall be implemented as agreed upon in the Plan and with the concurrence of the County. After the first 5 years of the Project, the Applicant and the County shall jointly evaluate the effectiveness of the Groundwater Monitoring and Mitigation Plan and determine if monitoring frequencies or procedures should be revised or eliminated.</p>			
<p><b>Impact 4.10-5:</b> Construction, operation and maintenance, and decommissioning of the Project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site.</p>	<p><b>Mitigation Measure 4.10-5:</b> Comprehensive Drainage, Stormwater, and Sedimentation Control Plan. The Applicant shall prepare a Comprehensive Drainage, Stormwater, and Sedimentation Plan prior to the initiation of construction (or decommissioning as relevant), and ensure that recommendations of that plan are implemented.</p> <p>The Applicant shall ensure that additional stormwater retention measures and facilities, including but not limited to retention basins and other facilities or features designed to retain stormwater on site, shall be implemented within the Project site. Stormwater retention facilities shall be designed to accommodate increases in flows that would be generated as a result of Project implementation, in comparison to existing conditions as identified in Draft EIR Tables 4.10-12 and 4.10-13, such that Project implementation would not result in a net increase in discharge from the site under either a 10-year or 100-year storm event.</p> <p>At the installation sites for new buildings, roads, the switchyard, transformers, solar panels, the gen-tie line, transmission towers, and other facilities that would be installed in association with the Project, designs for these facilities on land under County jurisdiction shall be described in a detailed delineation report, which shall be submitted to, reviewed, and approved by the County Flood Control District with respect to potential generation of altered stormwater flows, erosion, and sedimentation prior to issuance of building permits and prior to grading permit issuance. Additionally, solar panels shall have a minimum clearance of 24 inches above the highest adjacent ground when upright to ensure flows are not obstructed. The use of flow-obstructing fencing shall be avoided; instead, fencing that allows for the passage of water while minimizing buildup of debris shall be utilized on site, such as an elevated chain link fence with a bottom portion of collapsible tortoise fence to allow it to collapse if too much ponding or debris buildup occurs. To ensure implementation of Applicant Proposed Measure BIO-1b and Mitigation Measure 4.4-2a, the Applicant shall coordinate with the County, BLM, CDFW, and USFWS to determine appropriate fencing design. All proposed grading and impervious surfaces on site shall be reviewed and approved by the County, with respect to its potential to cause or result in additional erosion and sedimentation, increased stormwater flows, or altered drainage patterns that could lead to unintentional ponding or flooding on site or downstream, and/or additional erosion and sedimentation. Stormwater flows emanating from proposed impervious surfaces shall be retained on site and/or directed into channels and other stormwater infrastructure, and shall be sized such that unintentional ponding, flooding, erosion, or sedimentation would not occur on site or downstream.</p>	<p>Submit Comprehensive Drainage, Stormwater, and Sedimentation Control Plan</p>	<p>--</p>	<p>Prior to construction</p>



**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Hydrology and Water Quality (cont.)</b>				
<p><b>Impact 4.10-6:</b> Construction, operation, maintenance, and decommissioning of the Project would not substantially alter the existing drainage pattern of the site or area or substantially increase the rate or amount of surface run-off in a manner which would result in flooding on- or off-site.</p>	<p><b>Mitigation Measure 4.10-6: Construction period flood protection.</b> The Applicant shall ensure that during construction, temporary construction related structures such as bridges, roads, berms, and other facilities, would be constructed so as to avoid interference with 100-year flood flows. Temporary installation of the following types of facilities shall be avoided: temporary elevated earthen structures such as roads and berms; earthen bridges or other structures within a waterway or flood conveyance that could interfere with flood flows; dams; unnecessary ditches; other major structures that could concentrate flood flows. Additionally, to the extent practicable, the Applicant shall ensure that the construction process proceeds in a manner so as to minimize exposure of facilities to construction period flooding. Temporary ditches and trenches (such as for pipes, wires, or other infrastructure) should be completed and backfilled as quickly as possible, and should not be left open for extended periods. Drainage infrastructure should be installed prior to installation of the solar arrays and other facilities on site. Other facilities that may be susceptible to flood damage during construction should be managed so as to minimize construction time of those facilities.</p>	<p>Ensure that temporary construction structures such as bridges, roads, berms, and other facilities, would be constructed so as to avoid interference with 100-year flood flows</p>	<p>--</p>	<p>Prior to construction</p>
<p><b>Impact 4.10-7:</b> The Project would 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.</p>	<p><b>Mitigation Measure 4.10-7:</b> In order to ensure that proposed on-site buildings and staff therein are protected from flooding, all on-site buildings and fill areas shall be placed outside of frequent flow areas. Additionally, proposed on-site buildings, maintenance areas, designated parking lots, and associated facilities shall be constructed at a finished floor elevation of at least 1 foot above the highest anticipated flood flows during a 100-year event. The proposed evaporation pond shall include berms or levees that reach at least 2 feet above the highest anticipated flood flows during a 100-year storm event, or at least 2 feet above the highest adjacent ground, whichever is greater, in order to protect the evaporation pond from incident flooding events and ensure that the ponds are not inundated by flood flows. Slope protection shall be provided for all fill areas exposed to erosive flows. In specific areas where frequent flows are anticipated, posts for solar panels shall be constructed on a deepened footing, as recommended by the geotechnical engineer, in order to withstand anticipated scouring.</p>	<p>Plan construction of all buildings and fill areas outside of frequent flood flow areas  Plan development of all other staff-use areas at a finished floor elevation of at least 1 foot above the highest anticipated flood flows during a 100-year event</p>	<p>--</p>	<p>Prior to construction</p>
<p><b>Impact 4.10-9:</b> The Project would expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.</p>	<p><b>Mitigation Measure 4.10-9: Flood Safety Plan.</b> Prior to initiation of Project operation, the Applicant shall complete a Flood Safety Plan for the site and submit the plan to the County for review and approval. The Flood Safety Plan shall delineate specific actions to be completed during a flood event, in order to protect workers and facilities as relevant. The Plan shall identify refuge areas that would not be susceptible to 100-year flooding, and provide requirements and guidance with respect to avoiding injury, death, or equipment damage during a flood event. The Plan shall be adhered to and updated, as needed, during the entire operation period of the Project.</p>	<p>Submit Flood Safety Plan to Riverside County</p>	<p>--</p>	<p>Prior to start of operation</p>

TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Transportation and Traffic</b>				
<p><b>Impact 4-17-3:</b> Project construction and decommissioning could substantially increase hazards due to a design feature or incompatible uses.</p>	<p><b>Mitigation Measure 4-17-3: Traffic Control Plan.</b> The Applicant and/or its contractor shall prepare and implement a traffic control plan to reduce construction- and decommissioning-related traffic impacts on the roadways at and near the work site, as well as to reduce potential traffic safety hazards and ensure adequate access for emergency responders. The Applicant and/or its contractor shall coordinate development and implementation of this plan with the BLM and other jurisdictional agencies (e.g., Riverside County, City of Blythe, and Caltrans), as appropriate. To the extent applicable, the traffic control plan shall conform to Part 6 (Temporary Traffic Control) of the <i>California Manual on Uniform Traffic Control Devices</i> (Caltrans, 2010), and shall include, but not be limited to, the following elements:</p> <ol style="list-style-type: none"> <li>1. Implementing circulation and detour plans to minimize impacts on local road circulation during temporary lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the work zone.</li> <li>2. Identifying truck routes designated by Riverside County and local jurisdictions. Haul routes that minimize truck traffic on local roadways shall be utilized to the extent possible.</li> <li>3. Providing sufficient-sized staging areas for trucks accessing work zones to minimize disruption of access to adjacent public right-of-ways.</li> <li>4. Controlling and monitoring worker vehicle movement through the enforcement of standard construction specifications by on-site inspectors.</li> <li>5. Scheduling truck trips outside the peak morning and evening commute hours to the extent possible.</li> <li>6. Limiting the duration of lane closures to the extent possible.</li> <li>7. Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized.</li> <li>8. Implementing roadside safety protocols. Advance "Road Work Ahead" warning and speed control signs (including those informing drivers of state-legislated double fines for speed infractions in a work zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone.</li> <li>9. Providing advance notification to administrators of police and fire stations (including fire protection agencies), ambulance service providers, and recreational facility managers of the timing, location, and duration of construction and decommissioning activities and the locations of detours and lane closures, where applicable. Maintain access for emergency vehicles within, and/or adjacent to, roadways affected by construction and decommissioning activities at all times.</li> <li>10. Repairing and restoring adversely affected roadway pavements to their pre-construction condition.</li> </ol>	<p>Develop and implement a Traffic Control Plan</p>	<p>--</p>	<p>Prior to construction</p>
<p><b>Impact 6-2:</b> The Project could result in a cumulatively considerable contribution to traffic impacts to the surrounding road network.</p>	<p><b>Mitigation Measure 6-2: Coordinated Transportation Management Plan.</b> Prior to construction, the Applicant shall develop a Coordinated Transportation Management Plan and work with Riverside County and the BLM to prepare and implement a transportation management plan for roadways adjacent to and directly affected by the planned Project facilities, and to address the transportation impact of the multiple overlapping construction projects within the vicinity of the Project in the region. The transportation management plan shall include, but not be limited to, the following requirements:</p> <ol style="list-style-type: none"> <li>1. Coordination of individual traffic control plans for Project and nearby projects.</li> </ol>	<p>Develop and implement plan</p>	<p>--</p>	<p>Prior to construction</p>

**TABLE G-1 (Continued)  
MITIGATION MEASURES PROPOSED IN THIS FINAL EIR**

Environmental Impact	Mitigation Measures Proposed in this Draft EIR	Implementing Actions	Monitoring/Reporting Requirements	Timing
<b>Transportation and Traffic (cont.)</b>				
Impact 6-2 (cont.)	<p>2. Coordination between the contractor and Riverside County in developing circulation and detour plans that include safety features (e.g., signage and flaggers). The circulation and detour plans shall address:</p> <ul style="list-style-type: none"> <li>a. Full and partial roadways closures;</li> <li>b. Circulation and detour plans to include the use of signage and flagging to guide vehicles through and/or around the construction zone, as well as any temporary traffic control devices;</li> <li>c. Bicycle detour plans, where applicable;</li> <li>d. Parking along arterial and local roadways; and</li> <li>e. Haul routes for construction trucks and staging areas for instances when multiple trucks arrive at the work sites.</li> </ul> <p>3. Protocols for updating the transportation management plan to account for delays or changes in the schedules of individual projects.</p>			
<b>Utilities and Service Systems</b>				
Impact 4.18-1: The Project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.	Mitigation Measure 4.18-1: In order to ensure that the selected reverse osmosis brine disposal method would not conflict with Colorado River RWQCB requirements or policies, the Applicant shall not use brine as a land-applied dust suppressant or apply brine to the ground for any other purpose.	Avoid applying brine to ground (divert all brine to evaporation ponds).	--	All Project phases





Recorded at request of  
Clerk, Board of Supervisors  
County of Riverside

When recorded return to  
Riverside County Planning Director  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 77

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND MCCOY SOLAR, LLC

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DEVELOPMENT AGREEMENT NO. 77

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and among the COUNTY OF RIVERSIDE (hereinafter "COUNTY"), and McCoy Solar, LLC, a Delaware limited liability company (hereinafter "OWNER").

RECITALS

WHEREAS, COUNTY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code ; and,

WHEREAS, COUNTY has adopted Procedures and Requirements Of the County of Riverside For the Consideration of Development Agreements (hereinafter "Procedures and Requirements"), pursuant to Section 65865 of the Government Code; and,

WHEREAS, OWNER has requested COUNTY to enter into a development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

WHEREAS, by electing to enter into this Agreement, COUNTY shall bind future Boards of Supervisors of COUNTY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of COUNTY; and,

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by COUNTY and the Board of Supervisors and have been found to be fair, just and reasonable; and,

WHEREAS, the best interests of the citizens of Riverside County and the public health, safety and welfare will be served by entering into this Agreement; and,

WHEREAS, all of the procedures of the California Environmental Quality Act (Public Resources Code, Section 21000 et seq.) have been met with respect to the Project and the Agreement; and,

WHEREAS, this Agreement and the Project are consistent with the Riverside County General Plan and any specific plan applicable thereto; and,

WHEREAS, all actions taken and approvals given by COUNTY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and,

WHEREAS, this Agreement will confer substantial private benefits on OWNER by granting vested rights to develop the Property in accordance with the provisions of this Agreement; and



WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to COUNTY and will further important policies and goals of COUNTY; and,

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

#### COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Payment" means an amount equal to \$150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013.

1.1.3 "COUNTY" means the County of Riverside, a political subdivision of the State of California.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, "development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with development of the Property including, but not limited to:

- (a) Specific plans and specific plan amendments;
- (b) Zoning;
- (c) Conditional use permits, public use permits and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Any permits and other entitlements and easements necessary from COUNTY for the Black Rock Road gen-tie crossing, gen-tie and access road crossing and improvements, including but not limited to any necessary non-exclusive easement interests in Assessor's Parcel Number 818-210-014;
- (f) Any permits or other entitlements necessary from the COUNTY for Southern California Edison's distribution-level electrical service to the Project site;
- (g) Grading and building permits;
- (h) Right of Entry agreements to access COUNTY owned wells in the Project vicinity for groundwater well monitoring.

1.1.6 "Development Exaction" means any requirement of COUNTY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.8 "Effective Date" means the date this Agreement is recorded with the County Recorder.

1.1.9 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit "C" and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations which are a matter of public record on the Effective Date.

1.1.11 "Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30.

1.1.12 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.13 "Local Sales and Use Taxes" means the one percent sales and use taxes imposed pursuant to and governed by the Bradley-Burns Uniform Local Sales and Use Tax Law, Revenue and Taxation Code Section 7200 et seq.

1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.15 "OWNER" means the persons and entities listed as OWNER on the first page of this Agreement and their successors in interest to all or any part of the Property.

1.1.16 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.17 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.18 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.6 of this Agreement.

1.1.19 "Solar Power Plant" means the Project together with the related solar power plant real property and facilities described and shown on Exhibit "E".

1.1.20 "Solar Power Plant Net Acreage" means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage or transmission of power. "Solar Power Plant Net Acreage" includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers,



transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside either as environmentally sensitive land or open space land, and shall not include the fencing of such designated lands. The Solar Power Plant Net Acreage under the Existing Development Approvals is 2262 acres for Unit 1 and 2180 acres for Unit 2, total Solar Power Plant Net Acreage is 4,442 acres and is described and shown on Exhibit "F" to this Agreement. In the event the Project is modified by any Subsequent Development Approval, the Planning Director, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

1.1.21 "Subsequent Development Approvals" means all Development Approvals approved subsequent to the Effective Date in connection with development of the Property.

1.1.22 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.23 "Transfer" means sale, assignment, lease, sublease or any other transfer of a legal or equitable interest in the Property.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" -- Legal Description of the Property.

Exhibit "B" -- Map Showing Property and Its Location.

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

Exhibit "F" -- Solar Power Plant Net Acreage.

Exhibit "G" -- Applicable County Development Impact Fees.

Exhibit "H" -- Grant of Easement Template

Exhibit "I" -- Annual Review Report Template



## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of a legal or equitable interest in the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

### 2.4 Transfer.

2.4.1 Right to Transfer. OWNER shall have the right to transfer the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., or Riverside County Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No transfer of any right or interest under this Agreement shall be made unless made together with the transfer of all or a part of the Property.

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form acceptable to COUNTY, and providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any

part of the Property.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-29.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors  
Riverside County Administrative Center  
4080 Lemon Street, First Floor  
Riverside, CA 92502  
Fax No. (951) 955-1071

with copies to:

County Executive Officer  
Riverside County Administrative Center  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501  
Fax No. (951) 955-1105

and

Planning Director  
Transportation and Land Management Agency  
Riverside County Administrative Center,  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501  
Fax No. (951) 955-1817



and

County Counsel  
County of Riverside  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Fax No. (951) 955-6363

If to OWNER:

McCoy Solar, LLC  
c/o NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Vice President, Development  
Fax No.: (561) 691-7307

with a copy to:

NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Vice President & General Counsel  
Fax No.: (561) 691-2988

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design,



improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. As set forth in Board of Supervisors Policy No. B-29, any agreements, permits or other approvals from COUNTY necessary to site, develop and operate solar power plants shall be eligible for an expedited entitlement process under the Fast Track Program.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan or the Phasing Plan set forth in Section 3.4.

3.4 Phasing Plan. Development of the Solar Power Plant may occur in phases. The first phase will include Unit 1 (250 MW), site access road, generation tie-line, operations and maintenance building, and distribution line. The second phase will likely occur after the first phase but it is possible that their schedules could overlap. The second phase will include Unit 2 (up to 500 MW). See Exhibit E for reference. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the solar power plant net acreage of each defined phase.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
  - (b) Increase the density or intensity of use of the Property as a whole; or,
  - (c) Increase the maximum height and size of permitted buildings or structures;
- or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
  - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

### 3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.
- (d) Regulations imposing Development Exactions. However, given the remoteness of the location of the Project it is unanticipated that COUNTY will adopt any Development Exactions applicable to the development of the Property within the next three years. For that reason, no such subsequently adopted Development Exaction shall be applicable to development of the Property for a period of five years from the Effective Date of this Agreement. Five years and one day from the Effective Date of this Agreement, no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.



(e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent COUNTY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.6.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.7 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

3.8 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER,

OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.10 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.11 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan



and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of public interests.

#### 4.2 Annual Public Benefit Payments.

4.2.1 Initial Annual Public Benefit Payment. Prior to the issuance of the first grading permit or the first building permit, whichever occurs first, for any part of the Solar Power Plant, OWNER shall pay to COUNTY an amount equal to the Base Payment calculated on the entire Solar Power Plant Net Acreage; provided, however, that such initial annual public benefit payment shall be prorated based on the number of whole months remaining between the date of payment and the first following September 30th.

If the development of the Solar Power Plant occurs in phases, prior to the issuance of the first grading permit or the first building permit for Unit 1, whichever occurs first, for any part of the Solar Power Plant, OWNER shall give notice to COUNTY in writing of OWNER's decision to develop the Solar Power Plant in phases and shall pay to COUNTY an amount equal to the Base Payment calculated on the entire Solar Power Plant Net Acreage for Unit 1; provided, however, that such initial annual public benefit payment shall be prorated based on the number of whole months remaining between the date of payment and the first following September 30th. Prior to the issuance of the first grading permit or the first building permit for Unit 2, whichever occurs first, for any part of the Solar Power Plant, OWNER shall pay to COUNTY an amount equal to the Base Payment calculated on the entire Solar Power Plant Net Acreage for Unit 2; provided, however, that such initial annual public benefit payment shall be prorated based on the number of whole months remaining between the date of payment and the first following September 30th.

4.2.2 Subsequent Annual Public Benefit Payments. Prior to the first September 30th following the initial annual public benefit payment and each September 30th thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment.

4.2.3 Suspension of Power Production. In the event the County takes action which compels a Solar Power Plant included in the Solar Power Plant Net Acreage to stop all power production for a period longer than 90 consecutive days for any reason other than a default under this Agreement or a violation of the conditions of approval of any Existing Development Approval or Subsequent Development Approval, the next payment due under Subsection 4.2.2 may be reduced up to 50 percent based on the period of time the Solar Power Plant was compelled to remain inoperative.

4.2.4 Continuation of Payments. Should all or any portion of Property become part of a city or another county, the payments payable pursuant to Subsection 4.2.2 shall be paid to COUNTY prior to the effective date of incorporation or annexation. During any incorporation or annexation proceeding, OWNER shall agree that any incorporation

or annexation may be conditioned so as to require OWNER to make said payments to COUNTY prior to the effective date of incorporation or annexation.

4.3. Local Sales and Use Taxes. OWNER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes payable in connection with the construction of a solar power plant and a corresponding responsibility to assure that such sales and use taxes are reported and remitted to the California State Board of Equalization (BOE) as provided by law. To ensure allocation directly to COUNTY, to the maximum extent possible under the law, of the sales and use taxes payable in connection with the construction of the solar power plant including, OWNER shall do the following, consistent with law:

(a) If OWNER meets the criteria set forth in applicable BOE regulations and policies, OWNER shall obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(b) OWNER shall contractually require that all contractors and subcontractors whose contract with respect to the solar power plant exceeds \$100,000.00 who meet the criteria set forth in applicable BOE regulations and policies ("Major Subcontractors") must obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(c) Prior to the commencement of any grading or construction of the solar power plant, OWNER shall deliver to COUNTY a list that includes, as applicable and without limitation, each contractor's and Major Subcontractor's business name, value of contract, scope of work on the solar power plant, procurement list for the solar power plant, BOE account numbers and permits or sub-permits specific to the solar power plant jobsite, contact information for the individuals most knowledgeable about the solar power plant and the sales and use taxes for such solar power plant, and, in addition, shall attach copies of each permit or sub-permit issued by the BOE specific to the solar power plant jobsite. Said list shall include all the above information for OWNER, its contractors, and all Major Subcontractors. OWNER shall provide updates to COUNTY of the information required under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

(d) OWNER shall certify in writing that OWNER understands the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(e) OWNER shall contractually require that each contractor or Major



Subcontractor certify in writing that they understand the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(f) OWNER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the solar power plant filed by the OWNER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the BOE. Such returns may be redacted to protect, among other things, proprietary information and may be supplemented by additional evidence that payments made complied with this policy.

(g) OWNER understands and agrees that COUNTY may, in its sole discretion, select and retain the services of a private sales tax consultant with expertise in California sales and use taxes to assist in implementing and enforcing compliance with the provisions of this Agreement and that OWNER shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

4.4 Development Impact Fees. Ordinance No. 659 is the COUNTY'S Development Impact Fee Program ("DIF") adopted under the authority of the Mitigation Fee Act. DIF applies to all development in COUNTY under the COUNTY'S land use jurisdiction. Per Ordinance No. 659, the fees collected under the DIF program "shall be used toward the construction and acquisition of Facilities identified in the Needs List and the acquisition of open space and habitat." OWNER and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. For that reason, OWNER and COUNTY agree that the application and payment of the surface mining Development Impact Fee category from Ordinance No. 659 computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 is appropriate for the Project due to similar development impacts. The applicable Development Impact Fees for the Project are set forth in Exhibit G to this Agreement.

4.5 Grant of Easement. COUNTY owns real property identified as Assessor's Parcel Number 818-210-014. Said property is not currently being used by COUNTY and there is no foreseeable use. To access the Solar Power Plant and to transfer power to the power grid, OWNER requires easements for access and utility lines across Assessor's Parcel Number 818-210-014. For the good and valuable consideration being provided in Section 4.2, COUNTY intends to grant OWNER certain non-exclusive easements, over and across Assessor's Parcel Number 818-210-014 subject to and in accordance with the terms and conditions of the Grant of Easement set forth in Exhibit H to this Agreement.

## 5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

Should the Property be included within such a special assessment district, community facilities district or other financing entity, the following provisions shall be applicable:

(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the September 15th of each year commencing on the September 15th at least six months after the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. On or before July 1st of each year, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director consistent with the template attached hereto as Exhibit "I", providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at any time. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall conduct such special reviews.

### 6.3 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The