

Lakeside-02

**Appendix A Supporting the Prepared Direct Testimony of
Daryl Maas**

(Pilot Project)

[PUBLIC VERSION VOLUME 6]

Dairies	Dairy Address
Decade Dairy / Richard Westra Dairy	3313 Avenue 256, Tulare, California 93274
Clearlake Dairy	24643 Road 36, Tulare, California 93274
Dixie Creek Ranch	3601 CA-198, Hanford, CA 93230, Hanford, California 93230
High Roller Dairy	14782 8th Avenue, Hanford, California 93230
Lone Oak Farms #1	13866 4th Ave, Hanford, California 93230
River Ranch Dairy	6127 Jackson Ave, Hanford, California 93230
Double L Cattle	10234 Lansing Avenue, Hanford, California 93230
Poplar Lane Dairy	5387 Kent Ave, Hanford, California 93230
Lakeside Dairy	8606 Kent Avenue, Hanford, California 93230

Agreements

1. Hiring and Training

- a. At least sixty percent (60%) of the total employees employed by Developer during the first two (2) years of construction of the Project shall work full time; and at least fifty percent (50%) of the total employees employed by Developer shall work full time during all other years of operation of the Project.
- b. Developer shall engage EDC and its affiliated partner, the Kings County Job Training Office, an affiliate of the America's Job Center of California, as a source for local business referral and as a facilitating organization to help provide outreach and to identify employees from Central Valley, with priority given to residents. All contractors retained by developer shall be required to meet with EDC prior to work beginning in order to clarify their hiring needs and to coordinate the employee referral process.

2. Local Contracting in Project Construction

- a. Contractors performing construction services at the Project shall ensure that each contractor's agreement with the Developer shall contain a minimum local hiring requirement, negotiated on a case by case basis. Developer shall in good faith make reasonable efforts to maximize the percentage of local hires required and obtained by said contractors.
- b. Each Employer working on the Project shall provide the Developer, and Developer shall provide EDC, with a list of specialized positions and training opportunities projected for construction of the Project. Each Employer shall update such lists on a quarterly basis after the Effective Date until construction of the Project is substantially complete, as determined by Developer.
- c. Developer shall give the EDC notice of each non- single-source contract bid solicited by the project, at least 15 days prior to awarding of any such contract. EDC may forward such information to local contractors or businesses able to provide the requested services.

3. Environmental Compliance

- a. Developer shall comply with all air, water, and other environmental regulations applicable to the Project. Furthermore, the Project shall result in net, quantifiable

- reductions to Criteria Pollutant emissions in Kings County. Said calculations and evidence of said reductions shall be provided to EDC upon request.
- b. Developer shall employ at least 90% of renewable biomethane generated by the Project for beneficial use, including electricity production, vehicle fueling, or other beneficial uses.
 - c. Developer shall register the project with a nationally-recognized carbon offset registry and shall submit annual reports to said registry documenting the Project's verified greenhouse gas reductions.

4. Transparency

- a. Developer shall make available on its website the following information for view, the presence of which may be communicated by EDC to affected community groups or populations.
 - i. Location of each digester to be developed
 - ii. Environmental permits for each digester to be developed
 - iii. The schedule for each digester to be developed
 - iv. Any proposed public hearing notices on Project permits or approvals.
- b. Developer shall provide EDC with a copy of all reports to California Department of Food and Agriculture, and any reports to other state or utility agency supplying funds to the Project, upon request of said reports by EDC.
- c. Developer shall provide EDC with a copy of all greenhouse gas reduction verification reports and any other verified reports of air quality impacts, upon request.
- d. Developer shall respond in writing within 10 business days to requests for information regarding the project, whether from EDC, partner organizations or from individuals in the community.

5. Term

This Agreement shall become effective upon the announcement by the Public Utilities Commission that the Project has been selected as an SB-1383 mandated Dairy Biomethane Pilot Project. The Agreement term shall be from the Effective Date until the date of the commissioning of the last dairy digester listed herein. If, however the Project is not selected as an SB-1383 Dairy Biomethane Pilot Project, the Parties may choose to make this agreement effective upon some other event or date.

6. Complete Agreement

This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes any conflicting provisions in all previous and contemporaneous oral and written negotiations, commitments, writings and understandings.

7. Non-Affiliation

This agreement does not create a business partnership, ownership affiliation, or other joint venture between the Parties, nor does any such affiliation exist between the Parties.

8. Third Party Beneficiary Rights

Except as otherwise provided in this Agreement, no entity shall have any right to enforce any provision of this Agreement, even if indirectly benefited by it.

9. Authority of Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Signed,



John Lehn
President

Kings County Economic Development Corporation

Signed,



Daryl Maas
CEO
Lakeside Pipeline LLC

**Memorandum of Understanding
Between
Proteus, Inc.
And
Maas Energy Works**

This Memorandum of Understanding (MOU) sets forth general conditions of an agreement between **Proteus, Inc.** and **Maas Energy Works**. The terms and conditions of this Memorandum of Understanding (MOU) shall be in effect from **July 1, 2018** to **June 30, 2019**. This MOU may be modified or rescinded within a 30 day written notice from either party. Both parties must approve any modifications to this MOU in writing.

Both parties agree to hold harmless, defend and indemnify its Board of Directors, corporate officers, employees, volunteers, agents, and contractors against any and all claims, actions, costs, losses, damages or liability of any kind, including, but not limited to death or injury to any person or damage to any property arising out of the duties of those herein described pursuant to this Agreement, including any negligent or intentional acts on their part.

This agreement also specifically includes any claims that may be made against Proteus, Inc. by any taxing authority asserting that an employee-employer relationship exists by reason of this Agreement, or any claim made against (Proteus, Inc.) alleging civil rights violations under Government Code 12920 (California Fair Employment and Housing Act). This indemnification obligation shall continue in full force and effect beyond the term of this Agreement or any extension or other modification of the terms of this Agreement unless otherwise specified.

The following outlines the responsibilities of Proteus, Inc. and Maas Energy Works under this MOU:

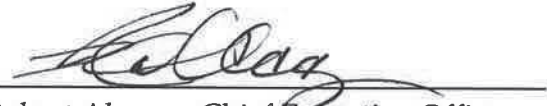
Proteus, Inc. shall:

1. Assist Maas Energy Works with referrals to partner agencies within Proteus' existing pool.
2. Share potential job openings provided by Maas Energy Works with its customer base.
3. Work together to identify and share any potential funding opportunities that may mutually benefit both agencies.


Maas Energy Works shall:

1. Communicate and share potential job openings with Proteus staff.
2. Make Digester information available on its website, which may be communicated by Proteus Inc. to affected community groups or populations as needed.
3. Work together to identify and share any potential funding opportunities that may mutually benefit both agencies.

APPROVED BY PROTEUS, INC.


Robert Alcazar, Chief Executive Officer
Proteus, Inc.
1830 N. Dinuba Blvd.
Visalia, CA. 93291

APPROVED BY MAAS ENERGY WORKS


Daryl Maas, CEO,
Maas Energy Works
3711 Meadow View Drive
Redding Ca 96002

Date: 6/25/18

Date: 6/25/2018

Local Area Unemployment Statistics Map

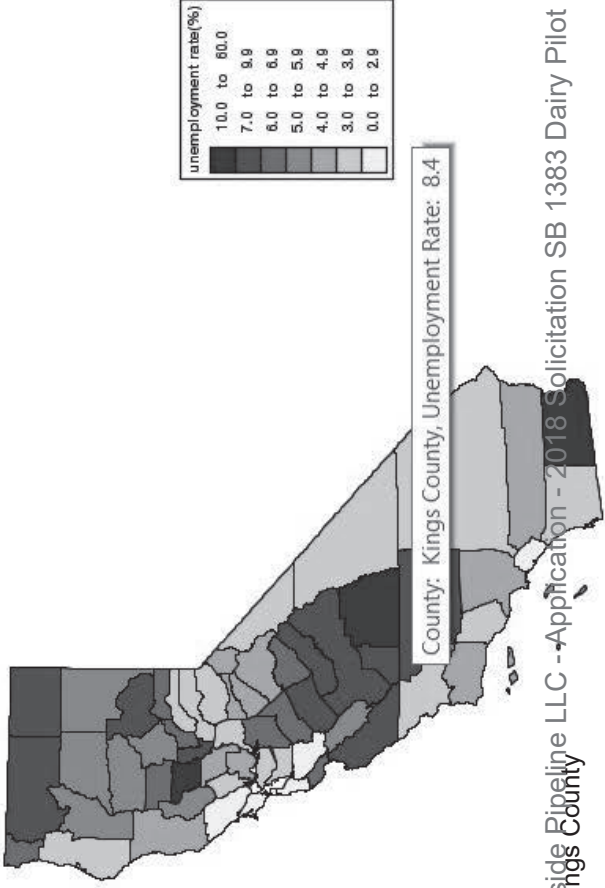
States (seasonally adjusted) **States** (not seasonally adjusted) **Counties**

select a state: **Select dataview type:** 12 Month Net Change Unemployment Rate **Select Year:** **Select Month:**

Not Seasonally Adjusted

[Draw Map](#)

Unemployment rates by county, not seasonally adjusted, California December 2017





Community Facts - Find popular facts (population, income, etc.) and frequently requested data about your community.

Enter a state, county, city, town, or zip code:

- Population ▶
- Age ▶
- Business and Industry ▶
- Education ▶
- Governments ▶
- Housing ▶
- Income ▶
- Origins and Language ▶
- Poverty ▶**
- Race and Hispanic Origin ▶
- Veterans ▶
- Show All ▶

Kings County, California

Individuals below poverty level

21.6%

Source: 2012-2016 American Community Survey 5-Year Estimates

Popular tables for this geography:

2016 American Community Survey

- Poverty Status in the Past 12 Months (Age, Sex, Race, Education, Employment, ...)
- Poverty Status in the Past 12 Months of Families (Family Type and Size, Race, Work, Education, Children, ...)
- People at Specified Levels of Poverty (Age, Sex, Race, Hispanic, Education, Citizenship, Work, Disability, ...)
- Children Characteristics (Poverty, Public Assistance, Age, Race, School Enrollment, ...)

Census 2000

- Selected Economic Characteristics (Poverty, Children, Income, Employment, ...)
- Individual Poverty Status (Age, Sex, ...)
- Compare Cities and Towns for Income and Poverty

• Want more? Need help? Use Guided Search or visit [Census.gov's Quick Facts](#).

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.1.1 Construction water shall be available at no cost to the Contractor from the Owners facility located at 11704 Road 120, Pixley, CA.

§ 8.1.2 Contractor shall provide third-party certification of pressure testing upon completion of project. Pressure testing shall be conducted by a certified third party as specified on Sheet 4, General Specification Item 21 of the Project Design Documents. Retainage will not be release by Owner until certification has been provided and accepted.

§ 8.1.3 The Project is 100% sales tax exempt and the Owner will provide a certificate for use. The contractor shall report to the Owner all purchases of tax exempt goods as a requirement of the sales tax exemption.

§ 8.1.4 Compaction testing will be required every 500 LF of pipeline, and as required in the encroachment permit.

§ 8.1.5 Excess dirt from construction shall be transported to the Circle A dairy facility located at the west end of project. Address: 11275 Road 96, Pixley, CA 93256

§ 8.1.6 Prior to beginning construction, contractor shall attend meeting with Proteus, Inc to determine local hiring and job training potential.

§ 8.1.7 Local hiring is a priority for this project. At least 85% of the on-site workforce must live within 50 miles of the job site. Contractor shall supply documentation of locally sourced workforce upon Owner's request.

§ 8.1.8 If during construction, land owner fencing must be removed, contractor shall then replace with new, similar style fencing as per section 4.4 "Barbed Wire Fencing Replacement".

§ 8.1.9 Contractor to supply and comply with Stormwater Pollution Prevention Plan.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Nathan Nisly
Maas Energy Works, Inc.
nathan@maasenergy.com
1670 Market St, Suite 256
Redding, CA 96001

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Alex Silicz
Nicholas Construction
alex@nicholasconstructioninc.com
251 Carsen Way
Shafter, CA 93263

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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User Notes:

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Stimulus Calculation Tool—Statewide Economic Impacts of Construction Spending in California

The following calculation tool was developed by SRRI to provide government entities and other organizations a valuable resource for estimating economic activities associated with various types of construction projects and the **short-term benefits to California’s economy**. The economic impact information can be used to enhance the rationale for receiving stimulus funding by demonstrating the project’s ability to stimulate short-term economic activity.

To use the calculation tool, select the appropriate construction category from the option below for the focus project and apply the ratios based on increments of \$1 million of construction costs. For example, constructing a new \$18 million educational building could generate a short-term economic benefit in California of around 211 total jobs and an additional \$14 million of output.*

New Commercial Structures

Amusement, social, & recreational buildings; educational buildings; non-residential farm buildings; healthcare & institutional buildings; hotels & motels; office buildings; public safety buildings; religious buildings; and retail buildings

Every \$1 million of construction costs supports:

11.7 total jobs = 6.8 direct jobs + another 4.9 jobs through indirect and induced activities

An additional \$770,301 of output through indirect and induced activities

New Industrial Structures

Heavy and light manufacturing, warehouse & distribution, and flex buildings

Every \$1 million of construction costs supports:

10.9 total jobs = 6.7 direct jobs + another 4.2 jobs through indirect and induced activities

An additional \$664,213 of output through indirect and induced activities

Infrastructure and Public Works

Airport runways, buildings, & related work; arenas, stadiums, & other recreational facilities; bridges, tunnels, & elevated highways; harbor & port facilities; highways, streets, & related work; levee, dam & reservoir construction; mass transit construction; parking facilities; petroleum refineries, chemical facilities, & related work; pipeline construction; power & communication transmission lines; power plants; sewage & water treatment plants; sewers, water mains, & related facilities; solid waste disposal facilities; and water storage facilities

Every \$1 million of construction costs supports:

12.4 total jobs = 7.1 direct jobs + another 5.3 jobs through indirect and induced activities

An additional \$825,858 of output through indirect and induced activities

* To develop these estimates, SRRI utilized the IMPLAN input-output model (2007 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within California in an average one-year period.

New Single- and Multi-Family Housing Units

Apartment buildings; condominiums; houses; and townhouses

Every \$1 million of construction costs supports:

9.9 total jobs = 4.6 direct jobs + another 5.3 jobs through indirect and induced activities

An additional \$781,054 of output through indirect and induced activities

New Residential Additions and Alterations

Additional housing units or rooms; finishing basements, garages, or attics; new garages, decks, patios, or swimming pools; replacement of major equipment; and structural remodels or modernization

Every \$1 million of construction costs supports:

9.5 total jobs = 4.4 direct jobs + another 5.1 jobs through indirect and induced activities

An additional \$737,132 of output through indirect and induced activities

Maintenance, Repair, and Renovation of Commercial Structures

Additional square footage; structural renovations or modernization; tenant improvements; and upkeep and repair of existing equipment, building structures, and infrastructure

Every \$1 million of construction costs supports:

14.2 total jobs = 8.7 direct jobs + another 5.5 jobs through indirect and induced activities

An additional \$837,223 of output through indirect and induced activities

Residential Maintenance and Repair

Upkeep and repair of existing equipment and structures (e.g. roofing, painting, and plumbing)

Every \$1 million of construction costs supports:

6.0 total jobs = 1.5 direct jobs + another 4.5 jobs through indirect and induced activities

An additional \$657,978 of output through indirect and induced activities

From an economic perspective, the economic impacts resulting from this calculation tool only capture a portion of the economic benefits of various construction projects. It is also important to consider how the construction project supports ongoing economic activity once complete, another key focus of the stimulus bill. SRRI can help translate project plans into on-the-ground economic activity and quantify the **ongoing benefits to the economy** to provide further justification for stimulus funding. It is also important to note that the above calculation tool captures impacts throughout the state and is limited to jobs and output. SRRI can **localize both the short-term and ongoing economic benefits and add other economic indicators** to the discussion such as state and local taxes and employee compensation.

To learn more about these stimulus-related services and other ways you can benefit from SRRI’s highly respected research offerings, visit the Institute’s web site, www.srri.net, or contact SRRI Director Ryan Sharp at (916) 491-0444 or rsharp@srri.net.

SRRI is an economic research and consulting group affiliated with the Sacramento Area Commerce and Trade Organization. The Institute has extensive experience conducting economic and tax impact analyses, industry and workforce studies, and performance measurement projects in the economic and workforce development arenas. SRRI’s extensive knowledge of regional economics and economic development, combined with a rigorous and strategic approach to research, have enabled the Institute to conduct studies for a wide variety of public and private sector clients throughout the country.

PROJECT LABOR AGREEMENT

FOR

**MAAS HANFORD-LAKESIDE DAIRY DIGESTER
CLUSTER PROJECT**

KINGS COUNTY, CALIFORNIA

3946-004acp

1. INITIAL PROVISIONS

1.1 This Project Labor Agreement (“Agreement”) is entered into by Lakeside Pipeline LLC (“Primary Employer”) and the State Building and Construction Trades Council of California (“State Council”) and the Fresno, Madera, Tulare and Kings Counties Building & Construction Trades Council (“Local Council”) and the local unions who have executed this Agreement, all of whom are referred to collectively as the “Unions.”

1.2 The Hanford-Lakeside Dairy Digester Cluster Project is a dairy digester cluster and pipeline that will create renewable biomethane or “biogas” that will in turn will be processed and then injected into natural gas pipelines in Kings County, California (“Project”). The Project includes up to eighteen (18) anaerobic dairy digesters, an approximately 37-mile long underground pipeline, a biogas upgrading facility and may include a biogas electrical generation facility, which may contain biogas generator(s) and ancillary equipment. The Project’s upgrading facility will be located in the unincorporated area of Kings County, California approximately 3.5 miles southeast of the City of Hanford and approximately 12 miles west of the City of Tulare, and the pipeline will run within the Guernsey, Hanford, Remnoy, Goshen and Paige USGS quad maps. The Project is owned Lakeside Pipeline LLC (“Owner”). It is understood that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.3 Primary Employer and its member companies construct, operate and maintain biogas facilities. Primary Employer will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work (as defined in Section 2.1) on the Project and, consistent with the normal and customary practice of its member companies, will direct the general contractor on the Project and will make

or direct all decisions within the scope of the general contractor's authority. Primary Employer's member companies regularly employ employees in the building and construction trades on their construction projects and Primary Employer reserves the right to directly perform Covered Work on the Project with its own employees, including the Primary Employer's equity owners' employees, who will be subject to the terms and conditions of employment set forth in this Agreement if they perform such Covered Work.

1.4 As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work will be subject to this Agreement by executing Attachment A, the Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").

1.5 The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction jobsites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.6 A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish and it is the purpose of this Agreement to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically, with due consideration for the protection of labor standards, wages and working conditions.

1.7 In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work, including interference that may arise at a common-situs jobsite when union employees have to work alongside non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated.

1.8 In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

2. SCOPE OF AGREEMENT

2.1 This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, biogas equipment, generators and facilities, electrical generation facilities, energy storage, start-up, site preparation, survey work and soils and material inspection and testing, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Owner possesses the right of control, including, without limitation, the fabrication of air-handling systems and ducts and HVAC

sheet metal work, and which is traditionally claimed as on-site fabrication, shall be performed on-site. For the convenience of the Primary Employer or other Employers, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or a fabrication agreement approved by the craft's International Union. This Agreement also covers all off-site fabrication traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a provision of a local Master Labor Agreement or local addenda to a national agreement of the applicable Union(s). Purchase of manufactured items in a genuine manufacturing facility for the supply of products is not considered fabrication. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. Construction of offsite utilities, when performed by a utility involved with connecting this project to the grid, shall not be considered Covered Work. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2 Covered Work includes Project startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, functional and operational testing up to and including the final running test. It is understood that the Owner, manufacturer's and vendor's representatives, and plant operating personnel may supervise and direct this activity. A manufacturer or its representatives may perform industry standard work to satisfy its guarantee or warranty prior to start-up of a piece of equipment.

2.3 The following are excluded from the definition of Covered Work:

2.3.1 Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days notice shall

be given to the Local Council before any work is performed pursuant to this Section 2.3.1.

2.3.2 All work of non-manual employees, including, but not limited to, superintendents, supervisors and assistant supervisors, staff engineers or designers, timekeepers, mail carriers, clerks, office workers, messengers, guards, security and safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, environmental compliance, executive and management employees or other employees not covered by the Master Labor Agreement of one of the Unions.

2.3.3 All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down or storage areas).

2.3.4 Any work performed on, near, or leading to the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.

2.3.5 All dairy digester work occurring on the property of a dairy farm, provided however that work on biogas pipelines or any other equipment or facilities connecting the dairy digester facilities to other facilities or farms shall not be excluded.

3. SUBCONTRACTING

3.1 Primary Employer, and each other Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.

3.2 Primary Employer and each other Employer agree that it will subcontract Covered Work only to a person, firm, corporation or other entity who is or becomes party to this Agreement and who is or becomes signatory to either a

Master Agreement with the craft Union having traditional and customary building trades craft jurisdiction over the work or, only in the case of a national contractor, a national agreement with the International Union(s) of the craft Union(s) having traditional and customary jurisdiction over the work. Any Employer (including Primary Employer) performing Covered Work on the Project shall, as a condition to performing Covered Work on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable Master Agreement, except that a national contractor need not become signatory to a Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing Attachment A, the "Agreement to be Bound." Every Employer shall notify the Local Council and the State Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Local Council and the State Council a copy of the executed Agreement to be Bound.

3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. Any Employer that fails to provide the Local Council and State Council with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or

subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES AND BENEFITS

4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including, but not limited to, travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2 Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized. In addition, there shall be no redlining of the Project in any future multi-employer collective bargaining agreements by singling out, either by name or by effect, the Project or the Employers for less favorable wages, benefits or working conditions than are generally accorded other industrial projects in the same general geographic area.

5. UNION RECOGNITION

5.1 The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union. The Unions agree that parties to the PLA will not be treated less favorably than other work performed by the Unions at other projects.

5.2 All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3 The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems.

5.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source, but shall arrange for a dispatch to be issued for such applicant from the Union within twenty-four (24) hours of the commencement of employment, and the dispatch shall upon request be issued by the Union to the employee. Employer will notify the Unions of such gate-hires.

5.5 Each Union shall have the right to designate a working journeyman as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. A steward shall be allowed sufficient time to perform his duties.

6. WORK STOPPAGES AND LOCKOUTS

6.1 During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages or slow downs at the Project, or interference with the work or other disruptive activity at the Project by the Union or by any employee and there shall be no lockout by the Employer. Failure of any Union or employee to cross any picket line established at the Employer's Project site is a violation of this Article.

6.2 The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Employer's Project site and shall undertake all reasonable means to prevent or to terminate

any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activity which violates this Article or which interferes with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of 180 days.

6.3 The Union shall not be liable for acts of employees for which it has no responsibility. The business manager(s) of the respective local union(s) will immediately instruct, order and use the best efforts of his office to cause the local union(s) to cease any violations of this Article. The principal officer or officers of a local union will immediately instruct, order and use the best efforts of his office to cause the employees the local union represents to cease any violations of the Article. A local union complying with this obligation shall not be liable for unauthorized acts of employees or members it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

6.4 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

6.5 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the project work affected by such activity at the Employer's discretion and without penalty.

6.5.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work, or other disruptive activity affecting the project site during the term of this Agreement. Any Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another union, agrees as a remedy for

said violation, to pay liquidated damages in accordance with Section 6.6.8 of this Article.

6.6 In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) and/or local union(s) has been notified of the fact.

6.6.1 The party invoking this procedure shall notify Arbitrators who the parties to this agreement agree shall be the permanent Arbitrators under this procedure. In the event that either of the permanent Arbitrators is unavailable at any time, the American Arbitration Association shall select an alternative arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means, to the party alleged to be in violation and the involved International Union President, and/or local union.

6.6.2 Upon receipt of said notice, the Arbitrators named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

6.6.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

6.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union, and such Award shall be served on all parties by hand or registered mail upon issuance.

6.6.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

6.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

6.6.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

6.6.8 If the Arbitrator determines that a violation has occurred in accordance with Section 6.6.4 above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: for the first shift in which the violation occurred, \$15,000; for the second shift, \$20,000; for the third shift, \$25,000; for each shift thereafter on which the craft has not returned to work, \$25,000 per shift. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or the Primary Employer. The Arbitrator shall retain jurisdiction to determine compliance with this Article and this Article.

6.7 The procedures contained in Section 6.6 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification,

explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 8.

6.8 Notwithstanding the provisions of Section 6.1 above, it is agreed that, with twenty-four (24) hours prior notice to the Primary Employer, a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.9 In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed.

7. HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

7.1 The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2 It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

7.3 At the option of the Primary Employer and with one week's notice, a four (4) day per week, ten (10) hour per day work shift may be established. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate. In such shifts, one and one half times the regular straight time rate of pay will be paid for (a) hours eleven (11) and twelve (12) in a day and at double time for hours over twelve (12) in a day; (b) the first ten (10) hours of work on Friday and at double time for hours over ten (10) hours. Work on the Saturday and Sunday shall be paid at double time. There shall be no make-up days.

7.4 Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate; but in no case shall such overtime rate be more than double the straight time rate.

8. GRIEVANCE PROCEDURE

8.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes and successorship) shall be considered a grievance.

Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2 The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays and holidays regardless of whether any work is actually performed on such days.

8.4 Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by the Primary Employer, State Council and Local Council and then, if not resolved within 5 working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Employer(s) for discussion

and resolution. A copy of the written grievance shall also be mailed/faxed/mailed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

8.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

8.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

8.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

8.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

8.9 Any party to a grievance may invite the Primary Employer to participate in resolution of a grievance. The Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.10 In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, faxed or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed or postmarked during the extended time period.

9. JURISDICTIONAL DISPUTES

9.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

9.2 All jurisdictional disputes between or among the Building and Construction Trades Unions and their employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

9.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Local Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

9.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

10. GENERAL WORKING CONDITIONS

10.1 The selection of craft foremen and/or general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals referred to the Employer who are available in the local area. After giving such consideration, the Employer may select such individuals from

other areas. The number of foremen and general foremen required shall be in accordance with the respective local craft Master Agreements. All foremen shall take orders from the designated Employer representatives.

10.2 There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

10.3 The Employer shall establish and employees shall observe such reasonable project job site work rules as the Employer deems appropriate. These rules will be reviewed and discussed at the pre-job conference, distributed to all employees, posted at the project site by the Employer, and may be amended thereafter as necessary.

10.4 The Primary Employer will utilize the same Controlled Substance Policy as used in another recent large industrial project approved by the Local Council.

11. MANAGEMENT RIGHTS

11.1 The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations and work forces, except as expressly limited by the terms of this Agreement or a Master Agreement. This authority includes, but is not limited to, the right to:

11.1.1 Plan, direct and control the operation of all the work.

11.1.2 Decide the number and type of employees required for the work.

11.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.

11.1.4 Discharge, suspend or discipline employees for just cause as provided in the work rules.

11.1.5 Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a Union to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.

11.1.6 Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer, except as limited by Section 2.1.

11.1.7 Purchase materials or equipment from any source it deems appropriate.

11.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Employers, therefore, retain all legal rights not specifically enumerated in this Agreement.

12. JOINT LABOR/MANAGEMENT MEETINGS

12.1 During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the other Employers, the Local Council and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

12.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Employer or the Primary Employer.

12.3 The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

13. SUCCESSORSHIP AND SURVIVABILITY

13.1 The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by any Project Owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

13.2 The parties agree that: (i) if Primary Employer's involvement in the Project is terminated as described in Section 13.1 and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages, as described in Section 13.3, to compensate for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to liquidated damages, which bear a reasonable relationship to the actual harm suffered by the Unions and their members, as provided in Section 13.3 ("Liquidated Damages").

13.3 In the event that Liquidated Damages are owed as described in Section 13.2, Primary Employer shall pay an amount equal to the journeyman total compensation package of the applicable Union for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signed to this Agreement. The Liquidated Damages shall be paid as follows: one half (1/2) of the total amount to

the qualified pension plan and one half (1/2) to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that the Unions shall enforce, collect and receive Liquidated Damages pursuant to Article 13 on behalf of their qualified pension plans and their qualified health and welfare plans. The qualified pension plans and the qualified health and welfare plans shall have no right to enforce independently the provisions of this Agreement, including, but not limited to, the Liquidated Damages provisions contained in Article 13.

13.4 Upon execution and delivery of an agreement assuming all the obligations of this Agreement, and determination by the Unions that the successor is financially responsible, Primary Employer shall be released from liability for the payment of liquidated damages under Section 13.3, and Primary Employer shall have no liability for any breach of this Agreement by a successor employer or contractor. A successor shall be considered financially responsible if the Unions, in the exercise of their reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of the Primary Employer under this Agreement, including any obligation to pay Liquidated Damages under Section 13.3.

13.4.1 The Unions authorize the Local Council to execute and deliver a release on their behalf pursuant to a resolution adopted at a duly noticed meeting of the Local Council.

13.5 This Article 13 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

14. LABOR MANAGEMENT COOPERATION TRUST

14.1 Within 10 days of the first hour of Covered Work being performed on the Project, Primary Employer shall contribute the sum of [calculate as \$0.25 per hour worked] to the California Construction Industry Labor-Management Cooperation Trust or its designee. After such payment is made, there shall be no

further obligation by the Primary Employer, Owner or any other Employer(s) to make any contribution to the Trust.

15. GENERAL PROVISIONS

15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the Employers and the State Council shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the State Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the State Council shall be binding on all parties signatory to this Agreement.

15.1.1 If the Primary Employer and the State Council are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to the procedures set forth in Section 8.4, Step 4, and Sections 8.5 through 8.7. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's decision, and the new article or provision, shall be final and binding on all parties signatory to the Agreement.

15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any tribunal of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected.

15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the work shall apply.

15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all Covered Work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and Covered Work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 6, 8 and 9 of this Agreement shall apply to all Covered Work.

15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by Primary Employer, the State Council, the Local Council, a Union, or any other Employer shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

15.8 Any notices required under this Agreement shall be given as follows:

To Primary Employer:

Daryl Maas, Managing Member
Lakeside Pipeline LLC

To the Unions:

Robbie Hunter, President
State Building and Construction Trades
Council of California
1231 I Street, Suite 302
Sacramento, CA 95814
Telephone: 916-443-3302

Chuck Riojas
Financial Secretary/Treasurer
Fresno, Madera, Tulare and Kings
Counties Building and Construction
Trades Council
5410 E. Home Avenue
Fresno, CA 93727
Telephone: (559) 457-0894

With a copy to:

With a copy to:

Tanya A. Gulesserian
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080
Telephone: 650-589-1660

Any party may notify the other in writing if its person designated to receive notice is changed.

16. WAIVER

16.1 The parties, hereby acknowledge that this Agreement is a lawful pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act applicable to all parties who employ individuals to perform Covered Work on the project; and the Primary Employer and each other Employer hereby expressly waives its right to contest, challenge, repudiate or void (hereinafter collectively "challenge") this Agreement, directly or indirectly, on any basis, in any proceeding before any federal, state or local court, agency or other tribunal, including the National Labor Relations Board, or before any arbitrator or hearing officer,

including any challenge to the validity of this Agreement that is raised as a defense to any action or claim brought by the Unions. This Agreement shall be a complete defense to any such challenge.

16.2 Each Employer further agrees that it shall not solicit, finance or participate in any challenge to this Agreement by any other person or entity. Payment of regular annual dues to an organization or association does not constitute “solicitation,” “financing” or “participation in” a challenge as those terms are used in this Agreement.

16.3 This Article shall be enforced pursuant to Article 8 of this Agreement and any grievance shall commence at Step 3 of Section 8.4. The parties agree that the economic damages to the Unions from a breach of this Article include the reasonable fees and costs of defense.

17. HELMETS TO HARDHATS

17.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (the “Center”), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and metering, support network, employment opportunities and other needs as identified by the parties.

17.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

17.3 In recognition of the work of the Center and the value it will bring to the Project, Primary Employer shall make a onetime contribution of \$5,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.

17.4 The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

18. TERM OF AGREEMENT

18.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of _____, 2019.

LAKESIDE PIPELINE LLC

STATE BUILDING & CONSTRUCTION
TRADES COUNCIL OF CALIFORNIA



By: Dayl Maas
Manager
Lakeside Pipeline LLC



By: Robbie Hunter, President
FRESNO, MADERA, TULARE AND
KINGS COUNTIES BUILDING &
CONSTRUCTION TRADES COUNCIL



By: Chuck Riojas, Financial
Secretary/Treasurer

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
THE HANFORD-LAKESIDE DAIRY DIGESTER CLUSTER PROJECT

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Section 1.4 of the MAAS Energy Hanford-Lakeside Dairy Digester Cluster Project Labor Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)

Attachment A-1

3946-004acp

ATTACHMENT B
SUBSCRIBER AGREEMENT

The undersigned hereby adopt the Trust Agreement known as the California Construction Industry Labor-Management Cooperation Trust Agreement, hereinafter referred to as "Trust" and agree to be bound by the terms thereof. The undersigned employer Subscriber and Union hereby grant Powers of Attorney to the Board of Trustees now holding office, or to the successors, to administer the Trust as representatives of the employer and Union respectively, with full power and authority to act for the employer and Union in all matters of administration of the Trust. In no event shall the Union or employer be responsible for any act or omission of the Trustees nor shall the Union or employer have any liability for any debt or liability of the Trust or its Trustees.

The employer Subscriber shall pay to the Trust the amount specified by the Agreement at the time specified by the Project Labor Agreement. The undersigned employer Subscriber acknowledges that the failure by the employer to timely remit required contributions will result in liquidated damages being payable under the Trust Agreement to which the employer Subscriber is hereby bound.

The undersigned represent and warrant that they are authorized to execute this Agreement on behalf of their respective organizations and that by their respective execution of this Subscriber Agreement their respective organizations are fully bound hereto and the provisions of the Trust Agreement.

By: _____
Name: _____

Date

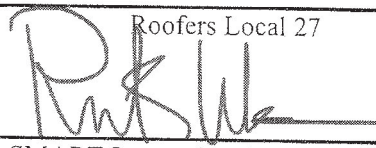
By: _____
State Building & Construction
Trades Council

Date

Attachment B-1

3946-004acp

FRESNO, MADERA, TULARE, KINGS BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS
MAAS Hanford-Lakeside Dairy Digester Cluster Project

Electricians Local 100	Millwrights Local 102
Boilermakers Local 549	Operating Engineers Local 3
Bricklayers, Tile Setters & Allied Crafts 3	Pile Drivers Local 34
Carpenters Local 701	Plasterers & Cement Masons Local 300
Carpenters Local 1109	Plumbers & Pipe Fitters Local 246
Drywall/Lathers Local 9083	Road Sprinkler Fitters Local 669
District Council 16 Local Union 294	Roofers Local 27
Insulators & Allied Workers Local 16	 SMART International Association 104
Elevator Constructors Local 8	Teamsters Local 431
Iron Workers Local 155	Underground Utility/Landscape 355
Laborers Local 294	

FRESNO, MADERA, TULARE, KINGS BUILDING AND CONSTRUCTION TRADES
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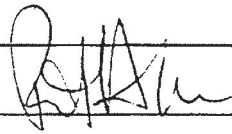
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Iron Workers Local 155

Underground Utility/Landscape 355

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UNIONS

	No Ca. Carpenters Regional Council

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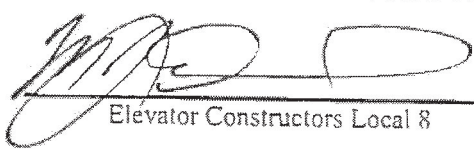
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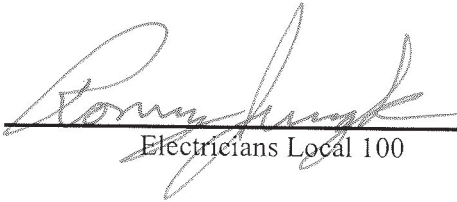
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County of Kings - Department of Public Works
Encroachment Permit Permit ID#: O-03-21

Permit #: 4818
Permit Fee: 1,500.00
or Deposit: \$0.00

Type of Encroachment: PRIVATE UTILITY

Permission to encroach the County Right-of-Way is hereby granted to:

(Permittee): LAKESIDE PIPELINE
(Address): 3711 MEADOW VIEW DR #100
(Contractor):

Telephone No: 620-960-3553

Telephone #: 559-274-0300

for the purpose of (G) GAS

at the following location:

VARIOUS

HANFORD

The following object, if any, may remain in the Right-of-Way:

The proposed work will begin on or about: 6/1/2021
and will be completed on or before: 12/1/2021

General Conditions:

Inspection: All work within the County Right-of-Way requires inspection.

Permittee shall notify County Inspector two (2) working days prior to starting work.

Notify Mike Hawkins in the Public Works Department at 559-582-3211x 2690

Other Permits: No project work shall commence until all other necessary permits and environmental clearances have been obtained.

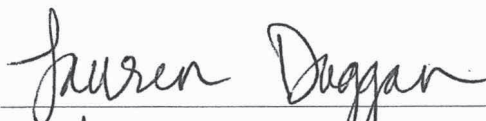
Hold Harmless: For and in consideration of the granting of this permit, the Permittee covenants and agrees to hold harmless the County of Kings, the Board of Supervisors, and all officers, agents, and employees of the County of Kings from any and all liability arising out of any act, omission or the condition of any property of the Permittee required or permitted under the permit, and the Permittee shall defend the County, the Board of Supervisors, and its officers, agents, and employees in any legal action that may arise from such act, omission, or condition of any property.

Revocation: The county may revoke this permit at any time. The Permittee may be required to remove, at its sole expense, any property owned or controlled by the Permittee located on, above or below the ground.

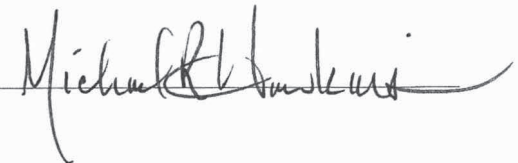
Special Conditions:

SEE SPECIAL CONDITIONS

Conditions accepted by:


for: Lakeside Pipeline, LLC

Dominic Tyburski, Director
Kings County Public Works

by: 



COUNTY OF KINGS

*DEPARTMENT OF
PUBLIC WORKS*

*Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230
Phone: (559) 852-2690
FAX: (559) 582-2506*

Dominic Tyburski, Director

June 4, 2021

Lakeside Pipeline, LLC
3711 Meadow View Dr.
Ste. #100
Redding, CA. 96002

RE: Special Conditions Attachment to Permit ID: #4818, O-03-21

1. Must contact USA Alert for underground utility services before trenching or boring.
2. Utilities shall have a minimum of 30" of cover per the Kings County Improvement Standards.
3. All traffic control signs and warning devices shall conform to the 2014 Revision 5, California Manual on Uniform Traffic Control Devices (MUTCD) and be in accordance to the approved traffic control plan.
4. No Kings County pavement shall be cut. Pipeline crossings shall be bored.
5. No trenches in the County right of way shall be left open at the end of the workday
6. All pavement shall be swept clean and dust free prior to the end of each work day.
7. All disturbed areas shall meet a minimum of 90% compaction within the shoulder right-of-way. Compaction tests may be required and shall be at applicant's expense. Test locations shall be at inspectors request and location.
8. No road or lane closures permitted.
9. The pipeline shall be placed as far from the pavement as possible and no farther from the right of way line than 3.5' without approval from Kings County Public Works excepting for the 700' stretch along fence line.
10. County right of way shall be established by a licensed land surveyor. The pipeline may be installed concurrently with the establishment of the right of way.
11. The surveyor shall submit signed drawings showing the location of the pipeline relative to the right of way and define the centerline of the pipeline.
12. For all lane closures Kings County Dispatch (559-852-2720) and California Highway Patrol (559-441-5400) shall be notified at the time of the lane closure and at the time lane is re-opened.
13. Gas line shall be encased in a steel sleeve at all road crossings as per CalTrans requirements.

14. No open trenching shall be made across Kings County roadways. Kings County Public works shall be contacted for any requests to trench across roadway.

15. This permit is for the installation of a private gas line within Kings County right of way as per Kings County Agreement #20-077 and the crossings at the following locations:

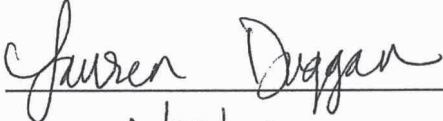
Jersey Avenue
9 ½ Avenue

Crossings at:


9th Avenue
10th Avenue
Jackson Avenue
Jersey Avenue
Kent Avenue
Kansas Avenue

Conditions accepted by:

Dominic Tyburski, DIRECTOR
KINGS COUNTY PUBLIC WORKS



Date: 6/23/21

BY: 

**CONDITIONAL USE PERMIT NO. 17-14
DRAFT INITIAL STUDY AND
MITIGATED NEGATIVE DECLARATION**

**HANFORD-LAKESIDE DAIRY DIGESTER
CLUSTER PROJECT**



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Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

Project Title: Hanford-Lakeside Dairy Digester Cluster project; Lakeside Pipeline, LLC. Conditional Use Permit No. 17-14

Lead Agency: Kings County Community Development Agency Contact Person: Chuck Kinney, Deputy Director - g
Mailing Address: 1400 West Lacey Boulevard, Building #6 Phone: 559-852-2674
City: Hanford Zip: 93230 County: Kings

Project Location: County: Kings City/Nearest Community: Hanford
Cross Streets: 7th Avenue and Jersey Avenue Zip Code: 93230
Longitude/Latitude (degrees, minutes and seconds): 36 ° 14 ' 44.22" N / 119 ° 35 ' 3.02 " W Total Acres:
Assessor's Parcel No.: 028-080-016 Section: 28 Twp.: 19S Range: 22E Base: MDB&M
Within 2 Miles: State Hwy #: 43 Waterways: Cross Creek
Airports: NA Railways: BNSF Schools: Lakeside Elementary

Document Type:

- CEQA: [] NOP [] Draft EIR NEPA: [] NOI Other: [] Joint Document
[] Early Cons [] Supplement/Subsequent EIR [] EA [] Final Document
[] Neg Dec (Prior SCH No.) [] Draft EIS [] Other:
[X] Mit Neg Dec Other:

Local Action Type:

- [] General Plan Update [] Specific Plan [] Rezone [] Annexation
[] General Plan Amendment [] Master Plan [] Prezone [] Redevelopment
[] General Plan Element [] Planned Unit Development [X] Use Permit [] Coastal Permit
[] Community Plan [] Site Plan [] Land Division (Subdivision, etc.) [] Other:

Development Type:

- [] Residential: Units Acres
[] Office: Sq.ft. Acres Employees
[] Commercial: Sq.ft. Acres Employees
[] Industrial: Sq.ft. Acres Employees
[] Educational:
[] Recreational:
[] Water Facilities: Type MGD
[] Transportation: Type
[] Mining: Mineral
[] Power: Type MW
[] Waste Treatment: Type MGD
[] Hazardous Waste: Type
[X] Other: Biogas

Project Issues Discussed in Document:

- [X] Aesthetic/Visual [] Fiscal [X] Recreation/Parks [X] Vegetation
[X] Agricultural Land [X] Flood Plain/Flooding [] Schools/Universities [X] Water Quality
[X] Air Quality [X] Forest Land/Fire Hazard [] Septic Systems [X] Water Supply/Groundwater
[X] Archeological/Historical [X] Geologic/Seismic [] Sewer Capacity [X] Wetland/Riparian
[X] Biological Resources [X] Minerals [X] Soil Erosion/Compaction/Grading [] Growth Inducement
[] Coastal Zone [X] Noise [X] Solid Waste [X] Land Use
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[] Economic/Jobs [X] Public Services/Facilities [X] Traffic/Circulation [X] Other: Energy, Wildfire, tris

Present Land Use/Zoning/General Plan Designation:

Project Description: (please use a separate page if necessary)

The Hanford-Lakeside Dairy Digester Cluster Project is a dairy biogas collection & biomethane injection project. The biogas collected by this project will come from individual dairy digesters located on up to 18 nearby dairy farms. Each of these digesters will be separately permitted as part of the farming operation. The project proposes to install a biogas upgrading facility on an approximately 62,235 square foot (1.43 acre) portion of a 3.3-acre parcel (APN #028-080-016), which will host the biogas upgrading & metering equipment (for delivery into the adjacent Southern California Gas Company (SCG) transmission pipeline. In addition to the project site, the application covers approximately 37 miles of buried biogas gathering lines connecting to the dairies and installed on a variety of parcels that may include private land or public ROWs.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X".
If you have already sent your document to the agency please denote that with an "S".

<input checked="" type="checkbox"/> Air Resources Board	<input type="checkbox"/> Office of Historic Preservation
<input type="checkbox"/> Boating & Waterways, Department of	<input type="checkbox"/> Office of Public School Construction
<input type="checkbox"/> California Emergency Management Agency	<input type="checkbox"/> Parks & Recreation, Department of
<input type="checkbox"/> California Highway Patrol	<input type="checkbox"/> Pesticide Regulation, Department of
<input checked="" type="checkbox"/> Caltrans District #6	<input type="checkbox"/> Public Utilities Commission
<input type="checkbox"/> Caltrans Division of Aeronautics	<input checked="" type="checkbox"/> Regional WQCB #Cent
<input type="checkbox"/> Caltrans Planning	<input type="checkbox"/> Resources Agency
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<input type="checkbox"/> Coachella Valley Mtns. Conservancy	<input type="checkbox"/> S.F. Bay Conservation & Development Comm.
<input type="checkbox"/> Coastal Commission	<input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy
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<input type="checkbox"/> Corrections, Department of	<input type="checkbox"/> State Lands Commission
<input type="checkbox"/> Delta Protection Commission	<input type="checkbox"/> SWRCB: Clean Water Grants
<input type="checkbox"/> Education, Department of	<input checked="" type="checkbox"/> SWRCB: Water Quality
<input type="checkbox"/> Energy Commission	<input type="checkbox"/> SWRCB: Water Rights
<input checked="" type="checkbox"/> Fish & Game Region #	<input type="checkbox"/> Tahoe Regional Planning Agency
<input type="checkbox"/> Food & Agriculture, Department of	<input checked="" type="checkbox"/> Toxic Substances Control, Department of
<input type="checkbox"/> Forestry and Fire Protection, Department of	<input checked="" type="checkbox"/> Water Resources, Department of
<input type="checkbox"/> General Services, Department of	<input type="checkbox"/> Other: SJVAPCD
<input type="checkbox"/> Health Services, Department of	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Housing & Community Development	
<input checked="" type="checkbox"/> Native American Heritage Commission	

Local Public Review Period (to be filled in by lead agency)

Starting Date July 9, 2019 Ending Date August 9, 2019

Lead Agency (Complete if applicable):

Consulting Firm: _____	Applicant: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Contact: _____	Phone: _____
Phone: _____	

Signature of Lead Agency Representative: *Chuck King* Date: 7-1-19

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

**CONDITIONAL USE PERMIT NO. 17-14
DRAFT INITIAL STUDY AND
MITIGATED NEGATIVE DECLARATION**

**HANFORD-LAKESIDE DAIRY DIGESTER
CLUSTER PROJECT HANFORD-LAKESIDE
DAIRY DIGESTER CLUSTER PROJECT**

Prepared for:

Kings County Community Development Agency
1400 West Lacey Boulevard, Building #6
Hanford, California 93230
Contact Person: Chuck Kinney, Deputy Director - Planning
Phone: (559) 852-2674

Consultant:



5080 California Avenue, Suite 220
Bakersfield, CA 93309
Contact: Jaymie Brauer
Phone: (661) 616-2600

July 2019

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project #180060

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| <input type="checkbox"/> General Services, Department of | Other: <u>SJVAPCD</u> |
| <input type="checkbox"/> Health Services, Department of | Other: _____ |
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Starting Date July 9, 2019 Ending Date August 9, 2019

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 Address: _____ Address: _____
 City/State/Zip: _____ City/State/Zip: _____
 Contact: _____ Phone: _____
 Phone: _____

Signature of Lead Agency Representative: *Chuck King* Date: 7-1-19

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

Project Name

Conditional Use Permit No. 17-14 for the proposed Hanford-Lakeside Dairy Digester Cluster Project; Lakeside Pipeline, LLC

Project Location

The Hanford-Lakeside Dairy Digester Cluster project (project) is to be located at 15664 7th Avenue, in the unincorporated area of Kings County, California; approximately 3.5 miles southeast of the City of Hanford and approximately 12 miles west of the City of Tulare (APN #028-080-016). The project also includes approximately 37 miles of buried biogas gathering pipelines (Figure 2-3) connecting to the dairies and installed on a variety of parcels that may include private land or public rights of way (ROW) and bisect several existing drainages.

The project facility is located within the Waukena, California USGS 7.5-minute topographic quadrangle map in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28 Township 19 South, Range 22 East, of the Mount Diablo Base and Meridian (MDB&M). The pipelines run within the Guernsey, Hanford, Remnoy, Goshen and Paige USGS quad maps. Elevation of the site is 218 feet above mean sea level (AMSL).

Project Description

The project proposes to install a biogas upgrading facility on an approximately 62,235 square foot portion (461 square feet by 135 square feet) of a 3.3-acre parcel (APN 028-080-016). The upgrading facility will consist of moisture removal, hydrogen sulfide (H₂S) scrubbing, carbon dioxide (CO₂) stripping, and biomethane compressors. Approximately 37 miles of low-pressure High-density polyethylene (HDPE) biogas gathering lines will also be installed. These pipelines will connect the upgrading and injection point with each dairy digester that is participating in the project, which may consist of up to 18 dairies. An interconnection and injection point will be connected to the existing Southern California Gas (SCG) pipeline SL 38-523. The equipment necessary for this is referred to as the meter set assembly (MSA). The MSA includes gas quality monitoring, odorization, measurement, and control equipment. The facility will require upgraded or new electrical service from Pacific Gas and Electric (PG&E) to power the equipment. All the equipment will be designed specifically for this use.

The proposed footprint of the biogas facility is approximately 461 feet by 135 feet and will encompass approximately 1.43 acres. Staging areas will be located on the site.

Work will be conducted during the dry season, but irrigation flows are anticipated to be in the irrigation canal and will be diverted during construction. The project also includes approximately 37 miles of low-pressure biogas gathering lines, located along existing road rights of way or in private property (Figure 2-3).

For the environmental analysis, the biogas upgrade facility and the approximately 37 miles of gathering pipelines will be referred to as the “project.”

The document and documents referenced in the Initial Study/Mitigated Negative Declaration are available for review at the Kings County Community Development Agency located at 1400 W. Lacey Blvd., Engineering Building No. 6, Hanford, CA 93230.

As mandated by the California Environmental Quality Act (CEQA), the public review period for this document was 30 days (CEQA Section 15073[b]). The public review period began on Tuesday July 9, 2019 and ended on Friday, August 9, 2019. For further information, please contact Chuck Kinney at 559-852-2674.

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MITIGATED NEGATIVE DECLARATION

As Lead Agency under the California Environmental Quality Act (CEQA), the Kings County Community Development Agency (Kings County) reviewed the project described below to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382, “[s]ignificant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance.

Project Name

Conditional Use Permit No. 17-14 for the proposed Hanford-Lakeside Dairy Digester Cluster Project; Lakeside Pipeline, LLC

Project Location

The Hanford-Lakeside Dairy Digester Cluster project (project) is to be located at 15664 7th Avenue, in the unincorporated area of Kings County, California; approximately 3.5 miles southeast of the City of Hanford and approximately 12 miles west of the City of Tulare (APN #028-080-016). The project also includes approximately 37 miles of buried biogas gathering pipelines (Figure 2-3) connecting to the dairies and installed on a variety of parcels that may include private land or public rights of way (ROW) and bisect several existing drainages.

The project facility is located within the Waukena, California USGS 7.5-minute topographic quadrangle map in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28 Township 19 South, Range 22 East, of the Mount Diablo Base and Meridian (MDB&M). The pipelines run within the Guernsey, Hanford, Remnoy, Goshen and Paige USGS quad maps. Elevation of the site is 218 feet above mean sea level (AMSL).

Project Description

The Hanford-Lakeside Dairy Digester Cluster project is a dairy biogas collection and biomethane injection project. The biogas collected by this project will come from individual dairy digesters located on up to 18 nearby dairy farms. Each of these digesters will be separately permitted as part of the farming operation and are out of the scope of this application. The project proposes to install a biogas upgrading facility on an approximately 62,235 square foot (1.43 acre) portion of a 3.3-acre parcel (APN #028-080-016), which will host the biogas upgrading and metering equipment (for delivery into the adjacent Southern California Gas Company (SCG) transmission pipeline. References to the project includes both the biogas facility site and the pipeline route.

In addition to the project site, the application covers approximately 37 miles of buried biogas gathering lines (Figure 2-3) connecting to the dairies and installed on a variety of parcels that may include private land or public ROWs. The pipeline route will also bisect several

County roads and drainages. Either a jack-and-bore method underneath the roads and drainages or an open cutting of the roads and drainages will be employed in order to install the pipe across these features. All work within the County ROW would be subject to obtaining an encroachment permit or franchise agreement through County Public Works Department.

For this environmental analysis, unless specifically differentiated, the biogas upgrade facility and the approximately 37 miles of gathering pipelines will be referred to as the “project” or “project area.”

Dairy Facility

At each of the 18 dairy facilities, the project proposes to install a small blower and scrubbing facility. The total footprint of this facility will be no larger than 40 feet x 40 feet. It may contain a 30-foot x 30-foot steel building for the equipment, or just a concrete slab and gravel for the equipment area.

Upgrading Facility

The project proposes to install the biogas upgrading facility on APN 028-080-016. The upgrading facility will consist of moisture removal, CO₂ stripping, and biomethane compressors. The facility will require upgraded or new electrical service from Pacific Gas and Electric (PG&E) to power the equipment. All the equipment will be designed specifically for this use and sourced from experienced vendors. The proposed footprint is 461 feet x 135 feet (62,235 square feet or 1.43 acres). Access would be taken from a private drive approach from 7th Avenue. An emergency entrance from 7th Avenue with a crash-gate will provide secondary access to the facility.

Interconnection and Injection Point (MSA) and Product Gas Compression

The project proposes to install an interconnection and injection point with SCG pipeline SL 38-523. The equipment necessary for this is referred to by SCG as the meter set assembly (MSA). The MSA includes gas quality monitoring, odorization, measurement, and control equipment. The interconnection point is shown in the attached facility layout.

In addition to metering and other control equipment described above, the MSA/PGMU will include a primary and backup product gas compressor installed and operated by SCG to compress the newly cleaned biogas to the pressure needed (275 PSI) to inject into to the SCG pipeline.

All portions of the project will comply with Pipeline and Hazardous Materials Safety Administration (PHMSA) guidelines, 49 CFR Part 192, and with the CPUC’s Safety Enforcement Division (SED) purview, CPUC General Order 112-F.

Gathering Lines

The project proposes to install about 37 miles of low-pressure HDPE biogas gathering lines. Gathering pipeline system is considered a Class 1 pipeline (due to the low population density within which it traverses) and is classified as non-jurisdictional gathering per the PHMSA regulations. These pipelines will connect the upgrading and injection point with each dairy digester that is participating in the project. Pipelines will be run in private property or in some cases parallel or crossing Kings County ROWs and several existing drainages. All work within the County ROW would be subject to obtaining an encroachment permit or franchise agreement through County Public Works Department.

CONSTRUCTION

Construction is anticipated to take approximately 9-10 months to complete. Based on an average 20 workdays a month, the construction would take approximately 200 days to complete.

During construction, an anticipated 15 to 20 employees will be onsite. Traffic to the project site is anticipated to be approximately 20 round trips per day. Approximately four additional diesel trucks with construction equipment and materials would occur on a daily basis.

Staging areas are proposed to be located on the site. The facility will require upgraded or new electrical service from PG&E to power the equipment.

Construction Equipment

It is anticipated that the following pieces of equipment would be used during construction activities:

- Mini excavator
- Scraper
- Self-propelled compactor
- Grader
- Loader
- Service truck
- Air compressor
- Trencher
- Mobile generator
- HDPE welding machine

Water Usage

An estimated 100,000 gallons/day is anticipated during approximately 25 days of construction activities, and approximately 1,000 gallons/day for the remaining 125 days. Construction would require a total 8.0 AF of water (100,000 gallons x 25 days = 2.5 million gallons; 1,000 gallons x 125 days = 125,000 for a total 2.625 million gallons).

OPERATIONS

Dairy Facility

The biogas is produced by the digester at ambient temperature and just slightly above atmospheric pressure. From the digester, it's piped through a biogas filter and condensation trap to remove any particulates and condensation. Next, it's pulled through a condenser to lower the temperature of the gas to condense out additional moisture and dry the gas for sending down the gathering pipelines. After condensation, the biogas blower pressurizes the gas to no more than 20 pounds per square inch (PSI) and sends it through a media-based hydrogen sulfide (H₂S) scrubber to lower the H₂S below levels hazardous to human health. After the scrubber, the gas is sent down the gathering pipelines to the cleanup facility. Each blower will be controlled by a central supervisory control and data acquisition (SCADA) system that is overseen by operators on a 24/7 basis. Additionally, flow meters will be installed at each digester site and at the upgrading facility to monitor biogas flows.

Upgrading Facility

The upgrading facility removes impurities, moisture, and gas constituents that are not suitable for injection into the SCG pipeline. The biogas first enters a moisture condensation trap, is then compressed and sent through a CO₂ stripper. This process transforms biogas to biomethane, which is indistinguishable from conventional natural gas. The final step is a compressor to reach the injection pressure needed to enter the SCG pipeline.

The facility will create up to 400 gallons per day of biogas condensate and oil/water mix from the biogas condensation unit and the compressor oil and water separators. This liquid waste will be composed primarily of water nonhazardous and will be handled only by trained personnel. This liquid waste will be stored in a marked tank at the facility and disposed of in accordance with State, local, and federal regulations.

The facility will also create up to 250 gallons per quarter of waste compressor oil. This will be stored onsite in a marked tank and disposed of in accordance with State, local, and federal regulations.

Interconnection and Injection Point (MSA) and Product Gas Compression

The MSA measures, odorizes, and controls the biomethane gas flow into the SCG pipeline. This equipment will be controlled by SCG via SCADA. SCG will monitor gas quality on a 24 hour/7 days a week basis using this equipment. If at any point the biomethane is not within the SCG Rule 30 Standards, the equipment automatically closes the injection valve and the biomethane is not injected into the pipeline. There is an emergency stop button at each dairy site and the central hub that will immediately shut down the blowers if depressed. If the blowers aren't operating, nothing flows into the pipeline

Gathering Lines

The gathering lines move biogas from each participating dairy to the central upgrading facility. As noted previously, gathering pipeline systems are considered a Class 1 pipeline and is classified as non-jurisdictional gathering per the PHMSA regulations. The lines will range in size from four inches to 20 inches and will be constructed of SDR-21 HDPE. The lines will be buried at least 36 inches below grade and will be marked with tracer wire. Each dairy will have a blower to push gas from that dairy into the gathering lines at pressure of less than 20 psi. Each blower will be controlled by a central SCADA system that is overseen by operators on a 24 hour/7 days a week basis. When a blower increases in speed, more biogas is pushed to the upgrading facility, and when it decreases, less biogas is sent.

The blowers are rated to a maximum 20 PSI and will not exceed that pressure. The gathering lines will be pressure monitored via SCADA equipment in real time to detect leaks or major failures. Flow meters at each site and the upgrading facility will monitor flows. As noted above, if a leak is detected or if there is an issue with the biogas quality, there is an emergency stop button. In the case of a blower failure, the transportation of biogas from the associated digester will not be possible. Other digesters may still be able to deliver their biogas to the central cleanup facility.

For the associated digester, prolonged downtime will result in a build-up of biogas under the digester cover. If digester pressures increase significantly, the digester will be vented to prevent damage to the cover and uncontrolled release of biogas.

Operational Equipment – Dairy Facility

Description	Motor Size	Type	Oper BHP	Oper Factor	Oper kW
Chiller	30 hp	VFD	30	80%	17.76
Biogas Blower	40 hp	VFD	40	70%	20.72
Hydrogen Sulfide Scrubber	N/A				
SCADA Controls	N/A				
Total Kw					38

SCADA = Supervisory Control and Data Acquisition

Operational Equipment – Upgrading Facility

Description	Motor Size	Type	Oper BHP	Oper Factor	Oper kW
BG Compressor	800 hp	VFD	719	100%	536
BG Compressor	800 hp	VFD	719	100%	536
BG Compressor	800 hp	VFD	719	100%	536
Hydrogen Sulfide Polisher	NA				0
BG Comp Gas Cooler Fan	10 hp	VFD	9	100%	7
BG Comp Oil Cooler Fans	3 x 10 hp	VFD	27	100%	20
Chiller Compressor	150	SS	115	100%	86
Chiller Condenser Fan	15	VFD	13	100%	10

Description	Motor Size	Type	Oper BHP	Oper Factor	Oper kW
Product Gas Compressor	150	VFD	137	100%	102
Product Gas Comp Gas Cooler Fan	5	VFD	4	100%	3
Plant Air Compressor No. 1	15	ATL	13	80%	8
Plant Air Compressor No. 2	15	ATL	13	0%	0
1 st Stage Membrane	NA				0
2 nd Stage Membrane	NA				0
Transfer Pump	15	ATL	13	10%	1
Total Kw					1,845

BG Compressor= Biogas Compressor; VFD = Variable Frequency Drive SS = Soft Start; ATL = Across the Line

Operational Equipment – MSA and Product Gas Compression

Description	Motor Size	Type	Nameplate kW	Oper Factor	Oper kW
Compressor #1 Main Motor	100 hp	VFD	74.6	80%	70.20
Compressor #1 Fan Motor	10 hp	VFD	7.5	80%	7.00
Compressor #1 Pre-lube	.5 hp	SS	0.4	80%	0.40
Heat Exchanger Fan Motor	25 hp	SS	18.7	80%	17.60
Skid Utility Loads (lights, controller)	N/A	N/A	15	80%	12.00
Compressor #2 Main Motor	100 hp	VFD	74.6	80%	-
Compressor #2 fan motor	10 hp	VFD	7.5	80%	-
COMPRESSOR #2 Pre-lube	.5 hp	SS	30	80%	-
Meter Set (MSA)	N/A	SS	25	80%	20.00
Site Misc. Load (AC/Yard lighting)	N/A	SS	50	80%	40.00
TOTAL KW					167.20

VFD = Variable Frequency Drive SS = Soft Start

Parking

Parking will be accessible directly to the south of the project facility. This area already exists as a flat dirt parking area for farm equipment. Parking areas will be constructed to comply with Kings County Improvement Standards Section 303.G, as applicable.

Hours of Operation

The facility will be operational 24 hours/7 days a week but will not be open to public visitors without prior permission.

Staffing and Traffic

Once operational, there will be one-two staff at the facility approximately eight hours on a daily basis. Routine maintenance and operations activities will be conducted by one-two staff who will make daily checks on equipment, for a total of two daily round trips. Staff work a regular five-day a week schedule.

Deliveries are expected no more than once a week. In addition to those deliveries, there may be one-two monthly deliveries of compressor oil, carbon media, replacement parts, other mechanical equipment and liquid nutrients via the same diesel trucks, for a total of approximately six roundtrips a month.

Water Usage

Operational water usage is estimated to be approximately 1,000 gallons a day (1,000 gallons x 365/year = approximately 365,000 gallons) or 1.1 AF annually. Bottled water for employees will be brought to the project site as well.

Additional information is included in Section 2.4 of this document.

Mailing Address and Phone Number of Contact Persons

Chuck Kinney
Deputy Director- Planning
Kings County Community Development Agency
1400 West Lacey Boulevard, Building #6
Hanford, California 93230
(559) 584-8989

Findings

As Lead Agency, the Kings County Community Development Agency (Kings County) finds that the project will not have a significant effect on the environment. The Environmental Checklist (CEQA Guidelines Appendix G) or Initial Study (IS) (see *Section 3 - Environmental Checklist*) identified one or more potentially significant effects on the environment, but revisions to the project have been made before the release of this Mitigated Negative Declaration (MND) or mitigation measures would be implemented that reduce all potentially significant impacts to less-than-significant levels. The Lead Agency further finds that there is no substantial evidence that this project would have a significant effect on the environment.

Mitigation Measures Included In the Project to Avoid Potentially Significant Effects

MM AQ-1: During project construction the following measures shall be implemented:

- Implement the Dust Control Plan required to be approved for the project by the San Joaquin Valley Air Pollution District under District Rule 8021 prior to ground disturbing activity.
- When exposure to dust is unavoidable for workers who will be disturbing the top two-12 inches of soil, provide workers with NIOSH-approved respiratory protection with particulate filters rated as N95, N99, N100, P100, or HEPA, as recommended in the California Department of Public Health publication “Preventing Work-Related Coccidioidomycosis (Valley Fever).”
- Identify a health care provider for occupational injuries and illnesses who is knowledgeable about the diagnosis and treatment of Valley Fever.
- Train workers and supervisors about the risk of Valley Fever, the work activities that may increase the risk, and the measures used onsite to reduce exposure. Also train on how to recognize Valley Fever symptoms.
- Encourage workers to report Valley Fever symptoms promptly to a supervisor. Not associating these symptoms with workplace exposures can lead to a delay in appropriate diagnosis and treatment.

MM BIO-1: Prior to ground-disturbing activities, a qualified wildlife biologist shall conduct a biological clearance survey no more than 30 calendar days prior to the onset of construction. The clearance survey shall include walking transects to identify presence of San Joaquin kit fox, Tipton kangaroo rat, San Joaquin kangaroo rat, burrowing owl, other special-status species or signs of, and sensitive natural communities. The pre-construction survey shall be walked by no greater than 30-foot transects for 100 percent coverage of the project site and the 50-foot buffer, where feasible.

Exclusion zones for kit fox shall be placed in accordance with U.S. Fish and Wildlife Service (USFWS) Recommendations using the following:

Potential Den	50-foot radius
Known Den	100-foot radius
Natal/Pupping Den (Occupied and Unoccupied)	Contact U.S. Fish and Wildlife Service for guidance
Atypical Den	50-foot radius

Buffer zones shall be considered Environmentally Sensitive Areas (ESAs) and no ground-disturbing activities shall be allowed within a buffer area. The United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) shall be contacted upon the discovery of any natal or pupping dens.

Potential kit fox dens may be excavated provided that the following conditions are satisfied: (1) the den has been monitored for at least five consecutive days and is deemed unoccupied by a qualified biologist; (2) the excavation is conducted by or under the direct supervision of a qualified biologist. Den monitoring and excavation should be conducted in accordance with the *Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance* (United States Fish and Wildlife Service, 2011).

MM BIO-2: Species awareness training shall be conducted for all employees, contractors, or other personnel involved with the project prior to the commencement of ground-disturbing activities. The training shall consist of a brief presentation by a qualified biologist and include the following: a description of special-status species with the potential to occur in the project area and their habitat needs, a report of occurrence of special-status species in the project area, an explanation of the listing status of said species, a list of avoidance and minimization measures to be implemented, and violations associated with the federal and State endangered species acts. A fact sheet conveying this information should be available to all personnel upon entering the project site and a sign-in sheet shall be maintained and made available to the district, USFWS, and CDFW.

MM BIO-3: During all construction-related activities, the following mitigation shall apply:

- All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers. All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction or project site.
- Construction-related vehicle traffic shall be restricted to established roads and predetermined ingress and egress corridors, staging, and parking areas. Vehicle speeds should not exceed 20 miles per hour (mph) within the project site.
- To prevent inadvertent entrapment of kit fox or other animals during construction, the contractor shall cover all excavated, steep-walled holes or trenches more than two-feet deep at the close of each workday with plywood or similar materials. If holes or trenches cannot be covered, one or more escape ramps constructed of earthen fill or wooden planks shall be installed in the trench. Before such holes or trenches are filled, the contractor shall thoroughly inspect them for entrapped animals. All construction-related pipes, culverts, or similar structures with a diameter of four inches or greater that are stored on the project site shall be thoroughly inspected for wildlife before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If at any time an entrapped or injured kit fox is discovered, work in the immediate area shall be temporarily halted and USFWS and CDFW shall be consulted.
- Kit foxes are attracted to den-like structures such as pipes and may enter stored pipes and become trapped or injured. All construction pipes, culverts, or similar structures with a diameter of four inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a kit fox is discovered inside a pipe, that section of pipe shall not be moved until the USFWS has been consulted. If necessary, and under the direct supervision of the biologist, the pipe may be moved only once to remove it from the path of construction activity, until the fox has escaped.
- No pets, such as dogs or cats, shall be permitted on the project sites to prevent harassment, mortality of kit foxes, or destruction of dens.
- Use of anti-coagulant rodenticides and herbicides in project areas shall be restricted. This is necessary to prevent primary or secondary poisoning of kit foxes and the depletion of prey populations on which they depend. All uses of such compounds shall

observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and federal legislation, as well as additional project-related restrictions deemed necessary by the USFWS. If rodent control must be conducted, zinc phosphide shall be used because of the proven lower risk to kit foxes.

- A representative shall be appointed by the project proponent who will be the contact source for any employee or contractor who might inadvertently kill or injure a kit fox or who finds a dead, injured or entrapped kit fox. The representative shall be identified during the employee education program and their name and telephone number shall be provided to the USFWS.
- The Sacramento Fish and Wildlife Office of USFWS and CDFW shall be notified in writing within three working days of the accidental death or injury to a San Joaquin kit fox during project-related activities. Notification must include the date, time, and location of the incident or of the finding of a dead or injured animal and any other pertinent information. The USFWS contact is the Chief of the Division of Endangered Species, at the addresses and telephone numbers below. The CDFW contact can be reached at 1701 Nimbus Road, Suite A, Rancho Cordova, California 95670, (530) 934-9309.
- All sightings of the San Joaquin kit fox shall be reported to the California Natural Diversity Database (CNDDDB). A copy of the reporting form and a topographic map clearly marked with the location of where the kit fox was observed shall also be provided to the USFWS at the address below.
- Any project-related information required by the USFWS or questions concerning the above conditions, or their implementation may be directed in writing to the U.S. Fish and Wildlife Service at: Endangered Species Division, 2800 Cottage Way, Suite W 2605, Sacramento, California 95825-1846, phone (916) 414-6620 or (916) 414-6600.

MM BIO-4: All fencing constructed on the project site shall be wildlife friendly. In order to allow wildlife safe passage, fencing shall have a five to seven-inch continuous gap with the bottom mesh material knuckled back along the bottom of the fence.

MM BIO-5: If initial grading activities are planned during the potential nesting season for migratory birds/raptors that may nest on or near the project sites, the preconstruction survey shall evaluate the sites and accessible lands within an adequate buffer for active nests of migratory birds/raptors. If any nesting birds/raptors are observed, a qualified biologist in coordination with the California Department of Fish and Wildlife shall determine buffer distances and/or the timing of project activities so that the proposed project does not cause nest abandonment or destruction of eggs or young. This measure shall be implemented so that the proposed project remains in compliance with the Migratory Bird Treaty Act and applicable State regulations.

MM BIO-6: If construction of the project occurs during Swainson's hawk breeding season (February 1 through September 15), no more than 10 days prior to the commencement of construction, the following shall be implemented:

- Protocol nesting surveys for Swainson's hawk shall be conducted by a qualified biologist within 0.5 miles of the project site and pipeline route. The survey methodology shall be consistent with the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (Swainson's Hawk Technical Advisory Committee, 2000). At a minimum, two sets of surveys shall be conducted between March 20 and April 20. If no nests are observed, no further action is necessary.
- If active Swainson's hawk nests are observed within 0.5 miles of the project, appropriate avoidance and minimization measures shall be implemented under direction of a qualified biologist in coordination with the California Department of Fish and Wildlife. A copy of the survey results shall be submitted to the Kings County Community Development Agency.

MM BIO-7: If any burrowing owl burrows are observed during the preconstruction survey, avoidance measures shall be consistent with those included in the California Department of Fish and Game Staff Report on Burrowing Owl Mitigation (CDFG 2012). If occupied burrowing owl burrows are observed outside of the breeding season (September 1 through January 31) and within 500 feet of proposed construction activities, a passive relocation effort may be instituted in accordance with the guidelines established by the California Burrowing Owl Consortium (1993) and the California Department of Fish and Game (2012). During the breeding season (February 1 through August 31), a 250-foot (minimum) buffer zone shall be maintained unless a qualified biologist verifies through noninvasive methods that either the birds have not begun egg laying and incubation or that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

MM BIO-8: The measures listed below shall be implemented prior to and during construction at the project site, to protect the Tipton and San Joaquin kangaroo rat and other special-status small mammals:

- All construction activity shall occur during daylight when kangaroo rats are less active;
- A biologist shall inspect areas with a potential for kangaroo rat burrows within 14 days prior to construction. If potential burrows are found in construction areas, trapping shall be conducted for a minimum of three nights with at least one trap per active burrow. If Tipton kangaroo rats are captured, consultation with California Department of Fish and Wildlife is required; and
- During operations, no small mammal burrows shall be removed without first being inspected by a qualified biologist. If it is essential to move a burrow, trapping shall occur for three consecutive nights. If Tipton or San Joaquin kangaroo rats are observed, consultation with California Department of Fish and Wildlife shall occur to determine subsequent actions.

MM BIO-9: Prior to the issuance of building permits, if Cross Creek cannot be avoided, specific impacts on the features shall be quantified by an aquatic resources delineation prepared by a qualified biologist. A Central Valley Regional Water Quality Control Board Section 401 Water Quality Certification, a Section 404 ACOE Permit and Section 1602 California

Department of Fish and Wildlife Streambed Alteration Agreement shall be obtained, or confirmation received from these agencies that regulatory permits are not required.

MM CR-1: The following measures shall be implemented, as necessary, in conjunction with the construction of the Project

- a) Cultural Resources Alert on Project Plans: The project proponent shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources.
- b) The project proponent shall retain Santa Rosa Rancheria Cultural staff to provide a pre-construction Cultural Sensitivity Training to construction staff regarding the discovery of cultural resources and the potential for discovery during ground disturbing activities, which will include information on potential cultural material finds and on the procedures to be enacted if resources are found.
- c) The project proponent shall retain a professional archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. Should previously unidentified cultural resources be discovered during construction of the project, the project proponent shall cease work within 100 feet of the resources, and Kings County Community Development Agency (CDA) shall be notified immediately. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA.
- d) If the professional archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the project proponent and other appropriate parties of the evaluation and recommended mitigation measures to mitigate the impact to a less-than-significant level. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the Kings County CDA. The archaeologist shall document the resources using DPR 523 forms and file said forms with the California Historical Resources Information System, Southern San Joaquin Valley Information Center. The resources shall be photo-documented and collected by the archaeologist for submittal to the Santa Rosa Rancheria’s Cultural and Historical Preservation Department. The archaeologist shall be required to submit to the County for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken.
- e) Prior to any ground disturbance, the project proponent shall offer the Santa Rosa Rancheria Tachi Yokut Tribe the opportunity to provide a Native American Monitor during ground disturbing activities during construction. Tribal participation would be dependent upon the availability and interest of the Tribe.

- f) Upon coordination with the Kings County Community Development Agency, any pre-historic archaeological artifacts recovered shall be donated to an appropriate Tribal custodian or a qualified scientific institution where they would be afforded applicable cultural resources laws and guidelines.

MM CR-2 In order to avoid the potential for impacts to buried human remains, the following measures shall be implemented, as necessary, in conjunction with the construction of Hanford Lakeside Dairy Digester Project>

- a) Pursuant to State Health and Safety Code Section 7050.5(e) and Public Resources Code Section 5097.98, if human bone or bone of unknown origin is found at any time during on- or off-site construction, all work shall stop in the vicinity of the find and the Kings County Coroner shall be notified immediately. If the remains are determined to be Native American, the Coroner shall notify the California State Native American Heritage Commission (NAHC), who shall identify the person believed to be the Most Likely Descendant (MLD). The project proponent and MLD, with the assistance of the archaeologist, shall make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines Sec. 15064.5(d)). The agreed upon treatment shall address the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours for the MLD to make their wishes known to the landowner after being granted access to the site. If the MLD and the other parties do not agree on the reburial method, the project will follow Public Resources Code Section 5097.98(e) which states that ". . . the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."
- b) Any findings shall be submitted by the archaeologist in a professional report submitted to the project applicant, the MLD, the Kings County Community Development Agency, and the California Historical Resources Information System, Southern San Joaquin Valley Information Center.

MM GEO-1 Prior to final design and issuance of building permits, a geotechnical study shall be prepared for the project site and recommendations of the study shall be incorporated into final design of the project. A copy of the report shall be submitted to the Kings County Community Development Agency for review.

MM GEO-2: During grading and site preparation activities, if paleontological resources are encountered, all work within 50 feet of the find shall halt until a qualified paleontologist, in accordance with Society of Vertebrate Paleontology Standards can evaluate the find and make recommendations. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. If the qualified paleontologist determines that the discovery represents a potentially significant paleontological resource,

additional investigations and fossil recovery may be required to mitigate adverse impacts from project implementation. The paleontologist shall notify the Kings County Community Development Agency, who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the County shall implement mitigation measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in PRC Section 21083.2.

MM HAZ-1: Prior to operation, the project proponent shall submit to Kings County Department of Environmental Health Services, a Hazardous Materials Business Plan (HMBP) pursuant to Health and Safety Code Chapter 6.95, Sections 25500 to 25520. The HMBP shall outline the types and quantities of hazardous materials used onsite and indicate onsite safety measures to ensure such materials are properly handled and stored. A copy of the approved HMBP shall be submitted to the Kings County Community Development Agency.

MM HAZ-2: Prior to operation, the project proponent shall submit to Kings County Department of Environmental Health Services, a Spill Prevention and Management Plan for review and approval.

MM HYD-1: Prior to ground-disturbing activities, the project proponent shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) that specifies best management practices, with the intent of keeping all products of erosion from moving offsite. The SWPPP shall include a site map that shows the construction site perimeter, existing and proposed manmade facilities, stormwater collection and discharge points, general topography both before and after construction, and drainage patterns across the project site. Additionally, the SWPPP shall contain a visual monitoring program and a chemical monitoring program for non-visible pollutants to be implemented (if there is a failure of best management practices). The requirements of the SWPPP shall be incorporated into design specifications and construction contracts. Recommended best management practices for the construction phase may include the following:

- Stockpiling and disposing of demolition debris, concrete, and soil properly;
- Protecting any existing storm drain inlets and stabilizing disturbed areas;
- Implementing erosion controls;
- Properly managing construction materials; and
- Managing waste, aggressively controlling litter, and implementing sediment controls.

A copy of the approved SWPPP shall be submitted to the Kings County Community Development Agency.

MM TRANS-1: A detectable underground warning tape will be installed above the pipeline where the pipeline crosses public ROW to notify anyone digging in the area of the deeper pipe. Signage will also be provided along the pipeline at half mile intervals to provide notice of the buried pipe.

MM TRANS-2: An Operations and Maintenance Program will be developed and followed to inspect and pressure-test the pipeline. Monitoring will occur during construction and on an annual basis during project operations.

SECTION 1 - INTRODUCTION

1.1 - Overview

The project proponent is requesting approval of Conditional Use Permit No. 17-14 to allow for the construction and operation of a biogas upgrading facility. The facility will consist of moisture removal, H₂S scrubbing, CO₂ stripping, and biomethane compressors. Approximately 37 miles of low-pressure HDPE biogas gathering lines will also be installed to connect with up to 18 dairy digesters. An interconnection and injection point will be connected to the existing SCG pipeline SL 38-523. An MSA will monitor gas quality, odorization using measurement and control equipment. The facility will require upgraded or new electrical service from Pacific Gas and Electric (PG&E) to power the equipment. All the equipment will be designed specifically for this use.

1.2 - California Environmental Quality Act

Kings County is the Lead Agency for this project pursuant to the CEQA Guidelines (Public Resources Code Section 15000 et seq.). The Environmental Checklist (CEQA Guidelines Appendix G) or Initial Study (IS) (see *Section 3 - Initial Study*) provides analysis that examines the potential environmental effects of the construction and operation of the project. Section 15063 of the CEQA Guidelines requires the Lead Agency to prepare an IS to determine whether a discretionary project will have a significant effect on the environment. A Mitigated Negative Declaration (MND) is appropriate when an IS has been prepared and a determination can be made that no significant environmental effects will occur because revisions to the project have been made or mitigation measures will be implemented that reduce all potentially significant impacts to less-than-significant levels. The content of an MND is the same as a Negative Declaration, with the addition of identified mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP) (see *Appendix D - Mitigation Monitoring and Reporting Program*).

Based on the IS, the Lead Agency has determined that the environmental review for the proposed application can be completed with an MND.

1.3 - Impact Terminology

The following terminology is used to describe the level of significance of impacts.

- A finding of “no impact” is appropriate if the analysis concludes that the project would not affect a topic area in any way.
- An impact is considered “less than significant” if the analysis concludes that it would cause no substantial adverse change to the environment and requires no mitigation.
- An impact is considered “less than significant with mitigation incorporated” if the analysis concludes that it would cause no substantial adverse change to the environment with the inclusion of environmental commitments that have been agreed to by the applicant.

- An impact is considered “potentially significant” if the analysis concludes that it could have a substantial adverse effect on the environment.

1.4 - Document Organization and Contents

The content and format of this IS/MND is designed to meet the requirements of CEQA. The report contains the following sections:

- *Section 1 – Introduction:* This section provides an overview of CEQA requirements, intended uses of the IS/MND, document organization, and a list of regulations that have been incorporated by reference.
- *Section 2– Project Description:* This section describes the project and provides data on the site’s location.
- *Section 3 – Environmental Checklist:* This section contains the evaluation of 18 different environmental resource factors contained in Appendix G of the CEQA Guidelines. Each environmental resource factor is analyzed to determine whether the proposed project would have an impact. One of four findings is made which include: no impact, less-than-significant impact, less than significant with mitigation, or significant and unavoidable. If the evaluation results in a finding of significant and unavoidable for any of the 18 environmental resource factors, then an Environmental Impact Report will be required.
- *Section 4 – List of Preparers:* This section identifies the individuals who prepared the IS/MND.
- *Section 5 – Bibliography:* This section contains a full list of references that were used in the preparation of this IS/MND.
- *Appendix D – Mitigation Monitoring and Reporting Program:* This appendix contains the Mitigation Monitoring and Reporting Program.

1.5 - Incorporated by Reference

The following documents and/or regulations are incorporated into this IS/MND by reference:

- 2035 Kings County General Plan;
- Kings County Development Code; and
- Kings County Airport Land Use Compatibility Plan.

SECTION 2 - PROJECT DESCRIPTION

2.1 - Introduction

The project proponent is requesting approval of Conditional Use Permit No. 17-14 to allow for the construction and operation of a biogas upgrading facility. The facility will consist of moisture removal, H₂S scrubbing, CO₂ stripping, and biomethane compressors. Approximately 37 miles of low-pressure HDPE biogas gathering lines will also be installed to connect with up to 18 dairy digesters. For this environmental analysis, unless specifically differentiated, the biogas upgrading facility and the approximately 37 miles of gathering pipelines will be referred to as the “project.”

2.2 - Project Location

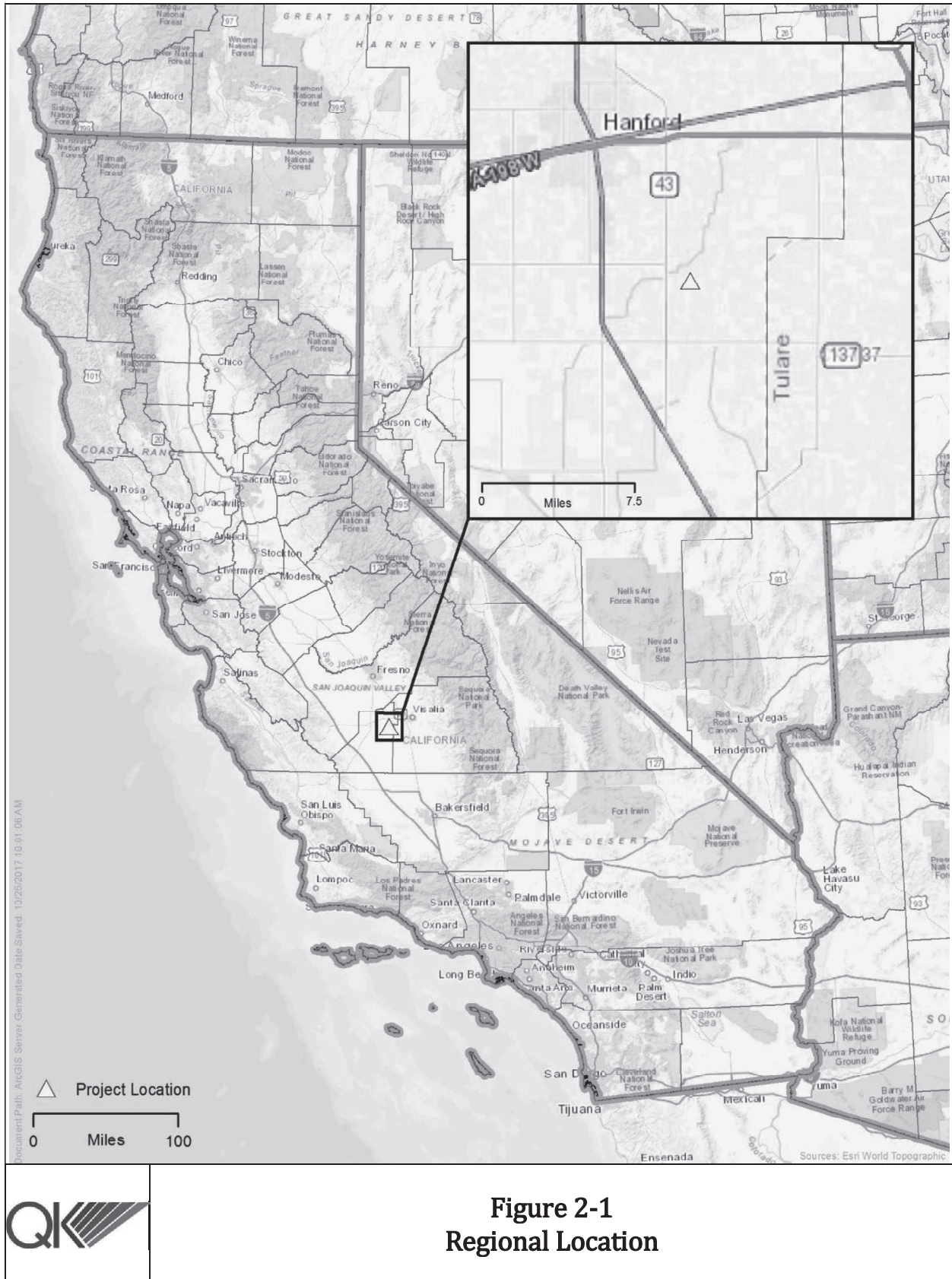
The Hanford-Lakeside Dairy Digester Cluster project (project) is to be located at 15664 7th Avenue, in the unincorporated area of Kings County, California; approximately 3.5 miles southeast of the City of Hanford and approximately 12 miles west of the City of Tulare (APN #028-080-016). The project also includes approximately 37 miles of buried biogas gathering pipelines at an approximate depth of between four and eight feet, depending on topography (Figure 2-3) connecting to the dairies and installed on a variety of parcels that may include private land or public rights of way (ROW) and bisect several existing drainages.

The project facility is located within the Waukena, California USGS 7.5-minute topographic quadrangle map in the NE ¼ of SE ¼ of Section 28 Township 19 South, Range 22 East, of the Mount Diablo Base and Meridian (MDB&M). The pipelines run within the Guernsey, Hanford, Remnoy, Goshen and Paige USGS quad maps. Elevation of the site is 218 feet AMSL.

Kings County is a predominately agricultural region of the San Joaquin Valley (Valley), in Central California (Figure 2-1). The eastern portion of the County is generally flat, with large agricultural areas with generally compact, interspersed towns. The project site is located on the Valley floor, which is very fertile and has been intensively cultivated for many decades. Agriculture and related industries such as agricultural packing and shipping operations, and small and medium sized manufacturing plants, make up the economic base of the Valley region. Many communities are small and rural, surrounded by agricultural uses such as row crops, orchards, and dairies. From several locations on major roads and highways throughout the County, electric towers and telephone poles are noticeable. Mature trees, residential, commercial, and industrial development, utility structures, and other vertical forms are visible in the region because of the flat terrain.

2.3 - Surrounding Land Uses

The project site is located within an agricultural portion of the unincorporated County and is currently under crop cultivation.



The surrounding area is rural in nature, characterized as cultivated cropland, undeveloped lands, dairies and agricultural residences. The three closest agricultural residences are approximately 0.5 miles southeast, 0.5 miles to the southwest, and 0.5 miles north of the project site.

Location Project Site	Existing Land Use Agriculture	Existing General Plan and Zoning AG-20 (General Agriculture- 20 District)
North	Existing agribusiness	AG (20)
East	Cultivated cropland	AG (20)
South	Cultivated cropland	AG (20)
West	Cultivated cropland	AG (20)

2.4 - Proposed Project

The Hanford-Lakeside Dairy Digester Cluster project proposes to construct a dairy biogas upgrading facility on an approximately 62,235 square foot portion (461 feet by 135 feet) of a 3.3-acre parcel (APN 028-080-016), to be located at 15664 7th Avenue within the unincorporated area of Kings County, California (Figure 2-2). The facility will consist of moisture removal, CO₂ stripping, and biomethane compressors. Gathering lines will move biogas from each participating dairy to the central upgrading facility (project). The lines will be run within private property or Kings County ROW. The four to 20-inch diameter pipes will be constructed of SDR-21 HDPE and will be buried at least 36 inches below grade. A blower controlled by a central SCADA system, at each dairy will push gas from the dairy into the gathering lines that will carry the gas to the biogas facility where impurities, moisture and gas constituents, not suitable for injection in to the SCG pipeline, will be removed. The resulting biomethane will pass to the MSA, which includes gas quality monitoring, odorization, measurement and control equipment controlled via SCADA, at the interconnection and injection point and into the SCG pipeline.

Approximately 37 miles of low-pressure HDPE biogas gathering lines will also be installed. These pipelines will connect the upgrading and injection point with each dairy digester that is participating in the project, which may consist of up to 18 dairies (Figure 2-3). The proposed footprint of the biogas facility is 461 feet x 135 feet and will encompass approximately 1.43 acres (Figure 2-4). Staging areas will be located onsite. The facility will require upgraded or new electrical service from Pacific Gas and Electric to power the equipment.

The proposed project involves the capture of biogas generated via anaerobic digestion of dairy manure at each dairy. Biogas is a naturally occurring mixture of primarily methane and carbon dioxide. Hydrogen sulfide (H₂S) will be scrubbed out of the gas at the dairy. The biomethane will be transported via low-pressure gas pipelines from the digester to the biogas upgrading facility’s onsite dewatering equipment and thence to the main gas upgrading equipment. Methane is not toxic, but handling methane can be hazardous. In addition, methane can be flammable. Methane has an ignition temperature of 1,000 degrees Fahrenheit (°F) and is flammable at concentrations between five percent and 15 percent in air.



**Figure 2-2
Project Site**

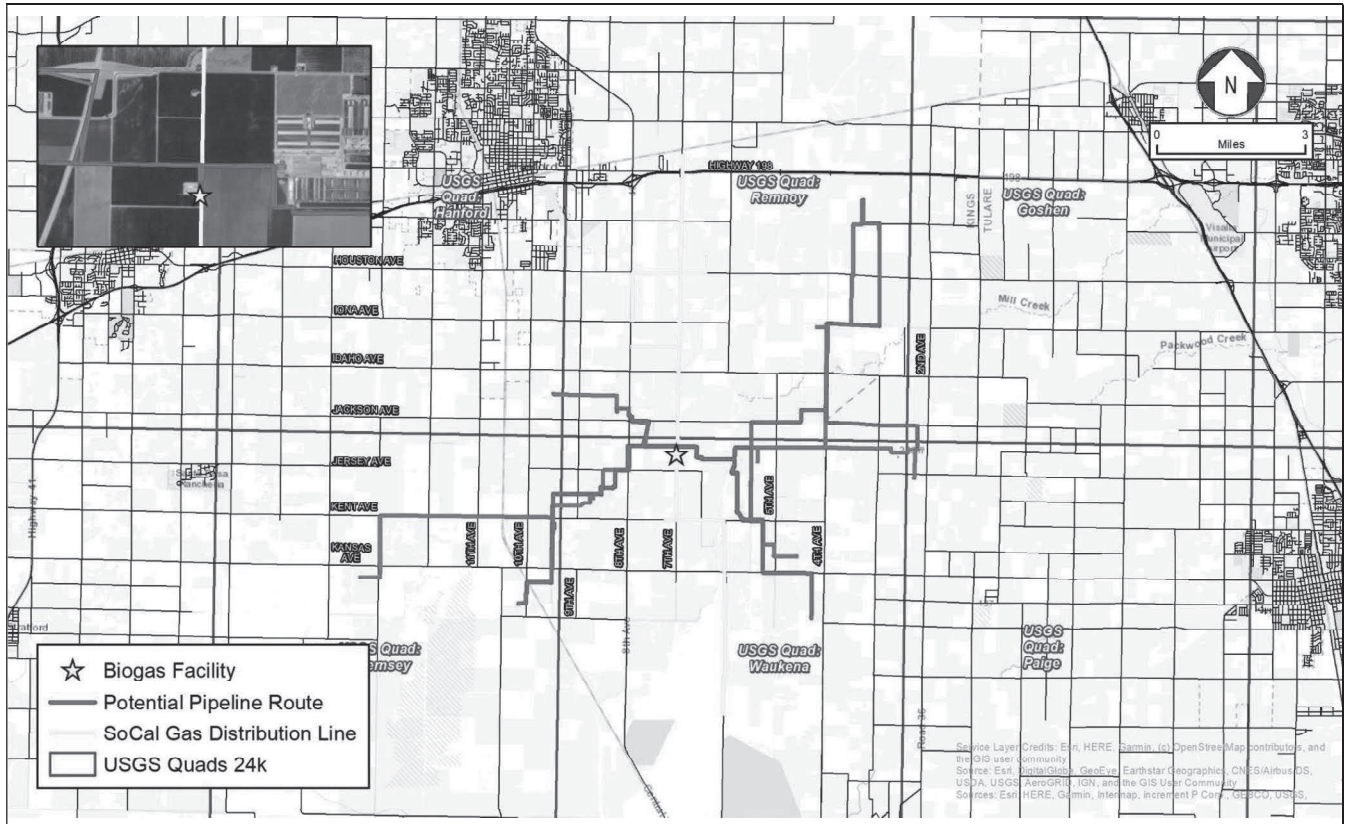


Figure 2-3
Project Area

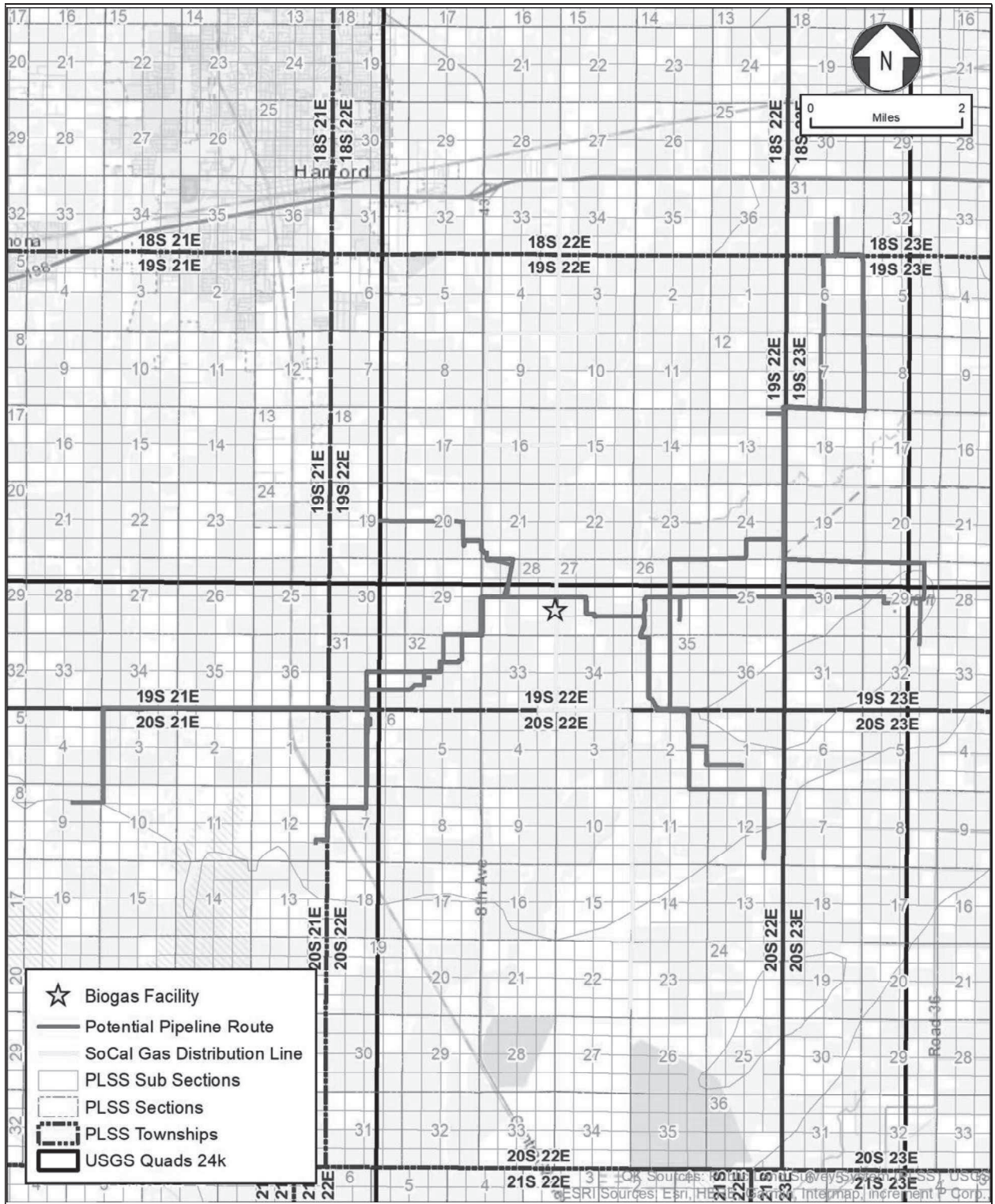
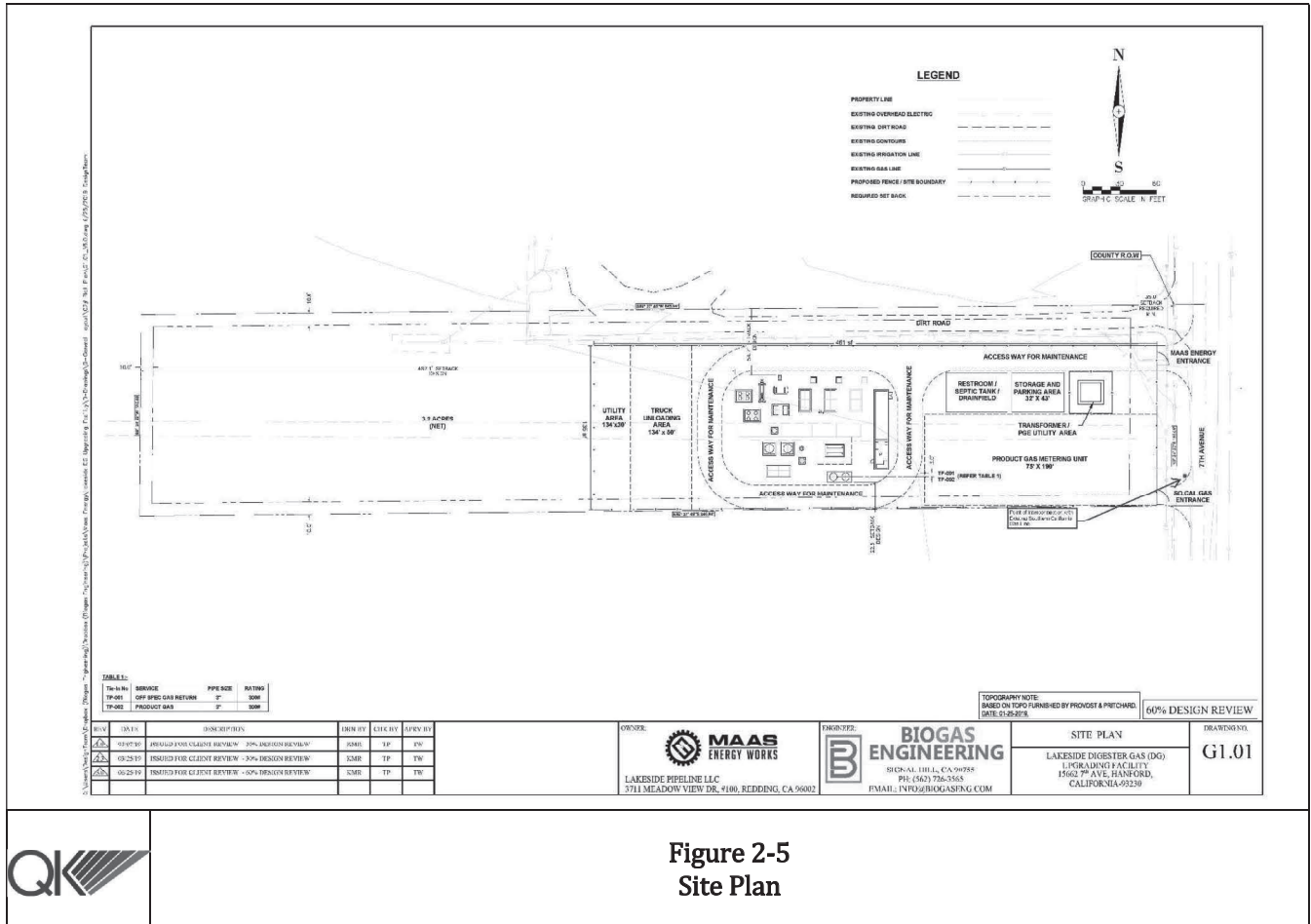


Figure 2-4
Project Area PLSS

Project Description



**Figure 2-5
Site Plan**

Unconfined mixtures of methane in air are not explosive; however, a flammable concentration within an enclosed space in the presence of an ignition source can explode. Methane is buoyant at atmospheric temperatures and disperses rapidly in air. Unintentional releases of biogas from dairy digester facilities or pipelines could pose risks to human health and safety. In the unlikely event that biogas is accidentally released into the atmosphere by a leak or rupture of the digester facility or pipe segments, it is possible that if the gas reaches a combustible mixture and an ignition source is present, a fire or explosion could occur resulting in injury or fatality. In addition, operation and maintenance of the dairy digester facility will involve the transport, use, storage, and disposal of small quantities of hazardous materials such as fuels, lubricants, and hydraulic fluids. Handling of hazardous materials are regulated by federal and State laws, as mentioned earlier, which minimizes worker safety risks from both physical and chemical hazards in the workplace.

With the scrubber facility that is needed for cleaning the biogas to remove hydrogen sulfide, flushing of the scrubbers will produce sulfur biogas scrubber effluent. One potential use of this effluent could be as a soil amendment. As a soil amendment, it would be subject to the California Department of Food and Agriculture Code covering fertilizing materials (Food and Agricultural Code Division 7, Chapter 5). Compliance with existing safety regulations and widely accepted industry standards will minimize the hazard to the public and the environment.

Dairy Facility

At each of the 18 dairy facilities, the project proposes to install a small blower and scrubbing facility. The total footprint of this facility will be no larger than 40 feet x 40 feet. It may contain a 30-foot x 30-foot steel building for the equipment, or just a concrete slab and gravel for the equipment area.

Upgrading Facility

The project proposes to install the biogas upgrading facility at 15664 7th Avenue, Hanford, APN 028-080-016. The upgrading facility will consist of moisture removal, H₂S scrubbing, CO₂ stripping, and biomethane compressors. The facility will require upgraded or new electrical service from PG&E to power the equipment. All the equipment will be designed specifically for this use and sourced from experienced vendors. The proposed footprint is 461 feet x 135 feet (62,235 square feet). Access would be taken from a private drive approach from 7th Avenue. An emergency entrance with a crash-gate located along 7th Avenue will provide secondary access to the facility.

Interconnection and Injection Point and Product Gas Compression

The project proposes to install an interconnection and injection point with SCG pipeline SL 38-523. The equipment necessary for this is referred to by SCG as the MSA or the Product Gas Metering Unit (PGMU). The MSA includes gas quality monitoring, odorization, measurement, and control equipment. The interconnection point is shown in the attached facility layout. In addition to metering and other control equipment described above, the

MSA/PGMU will include a primary and backup product gas compressor installed and operated by SCG to compress the newly cleaned biogas to the pressure needed (275 PSI) to inject into to the SCG pipeline.

All portions of the project will comply with Pipeline and Hazardous Materials Safety Administration (PHMSA) guidelines, 49 CFR Part 192, and with the CPUC's Safety Enforcement Division (SED) purview, CPUC General Order 112-F.

Gathering Lines

The project proposes to install about 37 miles of low-pressure HDPE biogas gathering lines. The gathering pipeline system is considered as a Class 1 pipeline (due to the low population density within which it traverses) and is classified as non-jurisdictional gathering per the PHMSA regulations. These pipelines will connect the upgrading and injection point with each dairy digester that is participating in the project. Pipelines will be run in private property or in some cases parallel or crossing Kings County ROWs and several existing drainages. Details of the route are included in Appendix E.

2.4.2 - CONSTRUCTION

Construction is anticipated to take approximately 10 months to complete

During construction, an anticipated 15 to 20 employees will be onsite and up to 10 deliveries daily. Traffic to the project site is anticipated to be less than 20 round trips per day.

Staging areas are proposed to be located on the site. The facility will require upgraded or new electrical service from Pacific Gas and Electric to power the equipment.

Construction Equipment

It is anticipated that the following pieces of equipment would be used during construction activities:

- Mini excavator
- Excavator
- Loader
- HDPE welding machine
- Water truck
- Scraper
- Self-propelled compactor
- Grader
- Mobile generator
- Service truck
- Air compressor
- Trencher

Water Usage

An estimated 5,000 gallons/day is anticipated during construction activities. Based on an average 20 workdays a month, approximately three AF would be required (5,000 gallons x 200 days = one million gallons).

2.4.3 - OPERATIONS

Dairy Facility

The biogas is produced by the digester at ambient temperature and just slightly above atmospheric pressure. From the digester, it's piped through a biogas filter and condensation trap to remove any particulates and condensation. Next, it's pulled through a condenser to lower the temperature of the gas to condense out additional moisture and dry the gas for sending down the gathering pipelines. After condensation, the biogas blower pressurizes the gas to no more than 20 PSI and sends it through a media-based scrubber to lower the H₂S below levels hazardous to human health. After the scrubber, the gas is sent down the gathering pipelines to the cleanup facility. Each blower will be controlled by a central SCADA system that is overseen by operators on a 24/7 basis. Additionally, flow meters will be installed at each digester site and at the upgrading facility to monitor biogas flows.

Upgrading Facility

The upgrading facility removes impurities, moisture, and gas constituents that are not suitable for injection into the SCG pipeline. The biogas first enters a moisture condensation trap and is then compressed and sent through a CO₂ stripper. This process transforms biogas to biomethane, which is indistinguishable from conventional natural gas. The final step is a compressor to reach the injection pressure needed to enter the SCG pipeline.

The facility will create up to 400 gallons per day of biogas condensate and oil/water mix from the biogas condensation unit and the compressor oil and water separators. This liquid waste will be composed primarily of water nonhazardous and will be handled only by trained personnel. This liquid waste will be stored in a marked tank at the facility and disposed of in accordance with State, local, and federal regulations.

The facility will also create up to 250 gallons per quarter of waste compressor oil. This will be stored onsite in a marked tank and disposed of in accordance with State, local, and federal regulations.

Interconnection and Injection Point (MSA) and Product Gas Compression

The MSA measures, odorizes, and controls the biomethane gas flow into the SCG pipeline. This equipment will be controlled by SCG via SCADA. SCG will monitor gas quality on a 24/7 basis using this equipment. If at any point the biomethane is not within the SCG Rule 30 Standards, the equipment automatically closes the injection valve and the biomethane is not injected into the pipeline. There is an emergency stop button at each dairy site and the

central hub that will immediately shut down the blowers if depressed. If the blowers aren't operating, nothing flows into the pipeline.

In addition to metering and other control equipment described above, the MSA/PGMU will include a product gas compressor installed and operated by SCG to compress the newly cleaned biogas to the pressure needed (275 PSI) to inject into to the SCG pipeline.

Gathering Lines

The gathering lines move biogas from each participating dairy to the central upgrading facility. The lines will range in size from four inches to 20 inches and will be constructed of SDR-21 HDPE. The lines will be buried at least 36 inches below grade and will be marked with tracer wire. Each dairy will have a blower to push gas from that dairy into the gathering lines at pressure of less than 20 psi. Each blower will be controlled by a central SCADA system that is overseen by operators on 24 hour/7 days a week basis. When a blower increases in speed, more biogas is pushed to the upgrading facility, and when it decreases, less biogas is sent. The gathering lines will be pressure monitored via SCADA equipment in real time to detect leaks or major failures. Flow meters at each site and the upgrading facility will monitor flows. Flow meters at each site and the upgrading facility will monitor flows. As noted above, if a leak is detected or if there is an issue with the biogas quality, there is an emergency stop button.

Operational Equipment – Dairy Facility

Description	Motor Size	Type	Oper BHP	Oper Factor	Oper kW
Chiller	30 hp	VFD	30	80%	17.76
Biogas Blower	40 hp	VFD	40	70%	20.72
Hydrogen Sulfide Scrubber	N/A				
SCADA Controls	N/A				
Total Kw					38

SCADA = Supervisory Control and Data Acquisition

Operational Equipment – Upgrading Facility

Description	Motor Size	Type	Oper BHP	Oper Factor	Oper kW
BG Compressor	800 hp	VFD	719	100%	536
BG Compressor	800 hp	VFD	719	100%	536
BG Compressor	800 hp	VFD	719	100%	536
Hydrogen Sulfide Polisher	NA				0
BG Comp Gas Cooler Fan	10 hp	VFD	9	100%	7
BG Comp Oil Cooler Fans	3 x 10 hp	VFD	27	100%	20
Chiller Compressor	150	SS	115	100%	86
Chiller Condenser Fan	15	VFD	13	100%	10
Product Gas Compressor	150	VFD	137	100%	102

Project Description

Description	Motor Size	Type	Oper BHP	Oper Factor	Oper kW
Product Gas Comp Gas Cooler Fan	5	VFD	4	100%	3
Plant Air Compressor No. 1	15	ATL	13	80%	8
Plant Air Compressor No. 2	15	ATL	13	0%	0
1 st Stage Membrane	NA				0
2 nd Stage Membrane	NA				0
Transfer Pump	15	ATL	13	10%	1
Total Kw					1,845

BG Compressor= Biogas Compressor; VFD = Variable Frequency Drive SS = Soft Start; ATL = Across the Line

Operational Equipment – MSA and Product Gas Compression

Description	Motor Size	Type	Nameplate kW	Oper Factor	Oper kW
Compressor #1 Main Motor	100 hp	VFD	74.6	80%	70.20
Compressor #1 Fan Motor	10 hp	VFD	7.5	80%	7.00
Compressor #1 Pre-lube	.5 hp	SS	0.4	80%	0.40
Heat Exchanger Fan Motor	25 hp	SS	18.7	80%	17.60
Skid Utility Loads (lights, controller)	N/A	N/A	15	80%	12.00
Compressor #2 Main Motor	100 hp	VFD	74.6	80%	-
Compressor #2 fan motor	10 hp	VFD	7.5	80%	-
COMPRESSOR #2 Pre-lube	.5 hp	SS	30	80%	-
Meter Set (MSA)	N/A	SS	25	80%	20.00
Site Misc. Load (AC/Yard lighting)	N/A	SS	50	80%	40.00
TOTAL KW					167.20

VFD = Variable Frequency Drive SS = Soft Start

Water Usage

Operational water usage is estimated to be approximately 1,000 gallons a day (1,000 gallons x 365/year = approximately 365,000 gallons) or 1.1 AF annually. Bottled water for employees will be brought to the project site as well.

Parking

Parking will be accessible directly to the south of the project facility. This area already exists as a flat dirt parking area for farm equipment. Parking areas will be constructed to comply with Kings County Improvement Standards Section 303.G, as applicable.

Hours of Operation

The facility will be operational 24 hours/7 days a week but will not open to public visitors without prior permission.

Staffing and Traffic

Once operational, there will one-two permanent staff at the facility who will conduct routine maintenance and operations activities, make daily checks on equipment, for a total of two daily round trips. Staff typically work a five-days a week schedule.

Deliveries are expected no more than once a week. In addition to those deliveries, there may be one-two monthly deliveries of compressor oil, carbon media, replacement parts, other mechanical equipment and liquid nutrients via the same diesel trucks, for a total of approximately six roundtrips a month.

For this environmental analysis, unless specifically differentiated, the biogas upgrading facility and the approximately 37 miles of gathering pipelines will be referred to as the “project” or “project area.”

SECTION 3 - INITIAL STUDY

3.1 - Environmental Checklist

1. Project Title:

Hanford-Lakeside Dairy Digester Cluster Project

2. Lead Agency Name and Address:

Kings County Community Development Agency
1400 West Lacey Boulevard, Building #6
Hanford, California 93230

3. Contact Person and Phone Number:

Chuck Kinney, Deputy Director
(559)852-2674

4. Project Location:

15664 7th Avenue, Hanford, CA 93230

5. Project Sponsor's Name and Address:

Maas Energy Works, Inc.
3711 Meadowview Drive, Space 100
Redding, CA 96002

6. General Plan Designation:

AG 20 (General Agriculture- 20 District)

7. Zoning:

AG 20 (General Agriculture- 20 District)

8. Description of Project:

Please see *Section 2.4 above – Project Description*

9. Surrounding Land Uses and Setting:

Please see *Section 2.3 above – Surrounding Land Uses*

10. Other Public Agencies Whose Approval May be Required:

- California Department of Fish and Wildlife (CDFW)
- San Joaquin Valley Air Pollution Control District
- Regional Water Quality Control Board-- Lahontan (RWQCB)
- State Water Resource Control Board (SWRCB)
- US Army Corps of Engineers (ACOE)

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

California Native American tribes traditionally and culturally affiliated with the project area have provided their contact information to the County (Lead Agency) requesting consultation of proposed projects pursuant to AB 52, Public Resources Code (PRC) Section 21080.3.1.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

3.2 - Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact"

is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. the significance criteria or threshold, if any, used to evaluate each question; and
 - b. the mitigation measure identified, if any, to reduce the impact to less than significance.

3.3 - Environmental Factors Potentially Affected

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

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input checked="" type="checkbox"/> Geology and Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards and Hazardous Materials |
| <input checked="" type="checkbox"/> Hydrology and Water Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input checked="" type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input checked="" type="checkbox"/> Utilities and Service Systems | <input checked="" type="checkbox"/> Wildfires | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

3.4 - Determination

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENT IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

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



Signature

7-2-19

Date

Chuck Kinney, Deputy Director

Printed Name

For

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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3.4.1 - AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

Impact #3.4.1a – Would the project have a substantial adverse effect on a scenic vista?

The County of Kings 2035 General Plan identifies three scenic vistas within the County: The Kings River, Cross Creek, and the foothill and mountain terrain in the southwest portion of the County. Cross Creek is the closest scenic resource to the project site, located approximately one mile to the east. The visual characteristics of the project site and the surrounding areas include primarily agricultural, dairy and rural residential land uses.

The project site itself would not impact scenic views of Cross Creek, due to the distance from the creek and the relatively low-profile of the proposed structures. The gathering pipeline will traverse Cross Creek, however the pipeline will be underground and therefore not be visible or impact the scenic vista once constructed. The project consists of the biogas facility, pipelines and tanks that are similar in visual character to the adjacent agricultural equipment storage yard, other large agricultural operations in the vicinity and is not unique to the surrounding visual setting. Neither the project area nor any surrounding land use

contains features typically associated with scenic vistas (e.g., ridgelines, peaks, overlooks). Therefore, the project's activities will not obscure or impact views of any scenic vistas.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.1b – Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The project site is in a generally rural, undeveloped area of eastern Kings County, approximately three miles southeast of the City of Hanford and approximately 11 miles west of the City of Tulare. The area is predominantly characterized as having cultivated and undeveloped farmland, agriculturally related commercial businesses, dairies and sparse agricultural dwellings.

There are no State designated scenic highways within the immediate proximity of the project site (California Department of Transportation, 2011). In addition, no scenic highways or roadways are listed within the project area in the County of Kings 2035 General Plan. Based on the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR) and Kings County General Plan, no historic buildings exist on the project site; the nearest buildings on the NRHP and CRHR are over six miles northwest of the project in the City of Hanford. Construction of the project would not require removal of any existing trees or rock outcroppings. Minor grading is anticipated but will not substantially change the topography or change the current visual character of the project location. Therefore, the project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.1c – In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The proposed project will consist of the biogas facility, underground pipelines, and tanks. These features are similar in visual character to the agricultural equipment storage yard directly north of the project and surrounding dairy operations, so the facility will not be unique from the surrounding visual setting. The facility's appearance would not change or degrade the visual character of the project site. The pipelines will not be visible. Therefore, the project would not result in a substantial impact to the visual quality of the area.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.1d – Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Construction of the proposed project would generally occur during daytime hours, typically from 7:00 a.m. to 6:00 p.m. All lighting would be directed downward and shielded to focus illumination on the desired work areas only and prevent light spillage onto adjacent properties. Because lighting used to illuminate work areas would be shielded, focused downward, and turned off by 6:00 p.m., the potential for lighting to affect anyone adversely is minimal.

The biogas facility will function 24 hours a day and all lighting associated with this project will be directed downward and shielded to focus illumination on the project site only and prevent light spillage onto adjacent properties. The biogas transmission pipelines will be underground and not present a glare issue. Aboveground connection lines and tanks will be constructed out of materials that would not induce glare. Routine facility maintenance and repair activities will be conducted during daylight hours. Construction would occur during daylight hours only, so no overnight construction lighting would be necessary. Construction lighting would only be used for twilight hours, ending at 6:00 p.m. each day. Therefore, the project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
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3.4.2 - AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- | | | | | | |
|----|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. | Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. | Conflict with existing zoning for agricultural use or a Williamson Act Contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. | Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. | Result in the loss of forest land or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. | Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

Impact #3.4.2a – Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

The project site is designated as Farmland of Statewide Importance by the Department of Conservation's (DOC) Farmland Mapping and Monitoring Program (FMMP) (CA Department of Conservation, 2016). Therefore, the project would permanently convert 1.32 acres of actively cultivated agricultural land that has been designated as Farmland of Statewide Importance to accommodate the development of the proposed facility. During construction of the underground pipeline, there would be a temporary suspension of farming activities. However, once installed, farming activities would continue. There would be no permanent conversion of farmland from the installation and operation of the underground pipelines. According to the California Farmland Conversion Report (CA Department of Conservation, 2015), there were approximately 376,869 acres of Farmland of Statewide Importance inventoried in Kings County. The loss of less than an acre of farmland represents a loss of 0.0002% of designated farmland. Therefore, the impact of the project would be considered less than significant.

MITIGATION MEASURE(S)

No mitigation measures are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.2b – Would the Project conflict with existing zoning for agricultural use or a Williamson Act Contract?

The project site is located in the AG-20 zone district. However, the proposed project will *not* conflict with this zoning. Article 4, Section 407 of the Kings County Development Code states that Table 4-1 prescribes the land use regulations for "Agricultural" districts. The regulations for each district are established by letter designation shown in the key of Table 4-1.

Table 4-1 lists biomass energy facilities and projects (that can be used to make liquid biofuels) as a conditional use subject to Kings County Planning Commission approval in the General Agricultural (AG-20) zone district. Therefore, approval of a conditional use permit would be required in order for the proposed use to comply with Section 407 and Table 4-1.

The biogas facility site itself is not subject to a Williamson Act contract. However, the gathering pipeline route goes through several properties owned by the participating dairies, and several of these are subject to a land use contract. The *Uniform Rules for Agricultural Preserves in Kings County* state that during the term of the contract, the only uses permitted upon the land shall be Commercial Agricultural Uses and Compatible Uses. Section A.3.d of the Uniform Rules for Agricultural Preserves in Kings County lists operation of dairies as a Commercial Agricultural Use. In addition, Section A.3.g. of the Uniform Rules for Agricultural Preserves in Kings County lists accessory structures and uses incidental to the operation of dairies as a Commercial Agricultural Use. The project would not conflict with the existing zoning for agricultural land use or a Williamson Act contract and future expansion of the

proposed pipeline to other dairies would not result in conflict with existing zoning for agricultural land use or a Williamson Act contract. There is no impact.

MITIGATION MEASURE(S)

No mitigation measures are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2c – Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

There is no forest or timberland on the project site or surrounding area, and the project site and surrounding area is zoned General Agricultural-20 District (AG-20). The project will have no impact on land designated for forest land use.

MITIGATION MEASURE(S)

No mitigation measures are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2d – Would the project result in the loss of forest land or conversion of forest land to non-forest use?

As noted in Impact #3.4.2c, above, there is no designated forest or timberland on the project site or surrounding area, and the project site and surrounding area is zoned General Agricultural-20 (AG-20). The project will not convert land designated for forest land use.

MITIGATION MEASURE(S)

No mitigation measures are required.

LEVEL OF SIGNIFICANCE

There would be *no impact*.

Impact #3.4.2e – Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

The project site and surrounding area is zoned General Agricultural-20 (AG-20). As noted in Impact #3.4.2a, the project will convert land a small amount of farmland to a non-agricultural use. However, this use is directly related to existing agricultural dairy operations and permitted in the AG-20 zone district with approval of a CUP. There is no evidence to indicate that the project would result in the conversion of surrounding agricultural lands to a non-agricultural use.

MITIGATION MEASURE(S)

No mitigation measures are required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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3.4.3 - AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

a.	Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.	Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The following analysis is based primarily on the *Air Quality Impact Analysis* (AQIA) pursuant to the San Joaquin Valley Air Pollution Control District (SJVAPCD) *Guidance for Assessing and Mitigating Air Quality Impacts* (GAMAQI), and the California Environmental Quality Act (CEQA) Statute and Guidelines for this project by Insight Environmental Consultants (Insight Environmental, 2018), Appendix A in this document. The Project area is located within the San Joaquin Valley Air Basin (SJVAB) in Kings County and is included among the eight counties that comprise the SJVAPCD. The SJVAPCD acts as the regulatory agency for air pollution control in the basin and is the local agency empowered to regulate air pollutant emissions for the plan area.

Discussion

The project proposes to install an approximately 461 feet x 135 feet (62,235 feet) biogas upgrading facility and approximately 37 miles of buried biogas gathering lines connecting to up to 18 dairies. During construction, an anticipated 15 to 20 employees will be onsite. Traffic to the project site is anticipated to be approximately 20 round trips per day. Approximately four additional diesel trucks with construction equipment and materials would occur on a daily basis. Once operational, there will be one-two staff at the facility approximately eight hours on a daily basis. Routine maintenance and operations activities will be conducted by one-two staff who will make daily checks on equipment, for a total of two daily round trips. Staff work a regular five-day a week schedule.

Deliveries are expected no more than once a week. In addition to those deliveries, there may be one-two monthly deliveries of compressor oil, carbon media, replacement parts, other mechanical equipment and liquid nutrients via the same diesel trucks, for a total of approximately six roundtrips a month.

The construction and operation of the proposed project would be subject to SJVAPCD rules and requirements, including any applicable permitting requirements. These rules and regulations may include compliance with the SJVAPCD's Regulation VIII (Fugitive PM10 Prohibitions), Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), Rule 4002 (National Emissions Standards for Hazardous Air Pollutants), Rule 4102 (Nuisance), Rule 4570 (Confined Animal Facilities), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations), and other applicable regulations.

The SJVAPCD GAMAQI thresholds are designed to implement the general criteria for air quality emissions as required in the CEQA Guidelines, Appendix G, Paragraph III (Title 14 of the California Code of Regulations §15064.7) and CEQA (California Public Resources Code §21000 et. al). SJVAPCD's specific CEQA air quality thresholds are presented in Table 3.4.3-1.

Table 3.4.3-1
SJVAPCD Pollutant Thresholds of Significance

Criteria Pollutant	Significance Level	
	Construction (tons/year)	Operational (tons/year)
CO	100 tons/yr	100
NO _x	10	10
ROG	10	10
SO _x	27	27
PM ₁₀	15	15
PM _{2.5}	15	15

Source: Insight Environmental 2018

Impact #3.4.3a – Would the Project conflict with or obstruct implementation of the applicable air quality plan?

The SJVAB is designated nonattainment of State and federal health-based air quality standards for ozone and PM_{2.5}. The SJVAB is designated nonattainment of State PM₁₀. To meet Federal Clean Air Act (CAA) requirements, the SJVAPCD has multiple Air Quality Attainment Plan (AQAP) documents, including:

- 2016 Ozone Plan;
- 2007 PM₁₀ Maintenance Plan and Request for Redesignation; and
- 2016 PM_{2.5} Plan.

Air quality impacts from proposed projects within Kings County are controlled through policies and provisions of the SJVAPCD and the 2035 Kings County General Plan (County of Kings, 2010). In order to demonstrate that a proposed project would not cause further air quality degradation in either of the SJVAPCD's plan to improve air quality within the air basin or federal requirements to meet certain air quality compliance goals, each project should also demonstrate consistency with the SJVAPCD's adopted Air Quality Attainment Plans (AQAP) for O₃ and PM₁₀. The California Clean Air Act (CCAA) requires air pollution control districts with severe or extreme air quality problems to provide for a five percent reduction in non-attainment emissions per year.

The Kings County Association of Governments (KCAG) Air Quality Conformity Analysis demonstrates that the 2017 Federal Transportation Improvement Program (2017 FTIP) and 2014 Regional Transportation Plan (2014 RTP) in the Kings County would not hinder the efforts set out in the CARB's SIP for each area's non-attainment pollutants (CO, O₃, PM₁₀ and PM_{2.5}). The analysis uses the San Joaquin Valley Demographic Forecasts 2010 to 2050. (Insight Environmental, 2018).

The KCAG Air Quality Conformity Analysis considers General Plan Amendments (GPA) and zone changes that were enacted at the time of the analysis as projected growth within the area based on land use designations incorporated within the Kings County General Plan. Land use designations that are altered based on subsequent GPAs that were not included in the Air Quality Conformity Analysis were not incorporated into the KCAG analysis. Consequently, if a proposed project is not included in the regional growth forecast using the latest planning assumptions, it may not be said to conform to the regional growth forecast. Under the current Kings County zoning, the project site is designated as "AG20" and a change in zone district is not proposed.

Under current policies, only after a General Plan Amendment (GPA) is approved, can housing and employment assumptions be updated to reflect the capacity changes. Since the proposed development does not require a GPA and zone change, the existing growth forecast will not be modified to reflect these changes. In order to determine whether the forecasted growth for the project area is sufficient to account for the projected increases in employment, an analysis based on KCAG regional forecast was conducted. Employment forecast for the analysis area appear to be sufficient to account for 100 percent of the planned employment growth attributed to the proposed project. In order to be considered "consistent" and, therefore, in conformance with the AQAP, these increases would need to occur over the same time as the adopted growth forecast. According to Table 2-2 of KCAG's Air Quality Conformity Analysis there is a projected employee increase of 7,988 in Kings County between 2010 and 2020 (Insight Environmental, 2018). The proposed project would result in approximately one-two employees to perform daily maintenance and operations tasks. These employees are currently employees by the project proponent, and therefore would not be considered new employees.

The CCAA and AQAP identify transportation control measures as methods to further reduce emissions from mobile sources. Strategies identified to reduce vehicular emissions such as reductions in vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, and traffic

congestion, in order to reduce vehicular emissions, can be implemented as control measures under the CCAA as well. Additional measures may also be implemented through the building process such as providing electrical outlets on exterior walls of structures to encourage use of electrical landscape maintenance equipment or measures such as electrical outlets for electrical systems on diesel trucks to reduce or eliminate idling time. The proposed project is not anticipated to exceed SJVAPCD thresholds for criteria pollutants during construction or operations and impacts are considered less than significant (see Impact #3.4.3b).

As the growth represented by the proposed project was anticipated by the Kings County General Plan and incorporated into the AQAP, conclusions may be drawn from the following criteria:

- The findings of the analysis show that the project's minimal employment increases are planned for the project and the project area; and
- That, by definition, the proposed emissions from the project are below the SJVAPCD's established emissions impact thresholds.

Based on the above analysis presented, the project is anticipated to be consistent with the AQAP, RTP, and KCAG Air Quality Conformity Analysis.

Project emissions were estimated for the following project development stages:

- Short-term (Construction and Demolition) – Construction emissions of the proposed project and pipeline were estimated in CalEEMod using applicant assumptions for equipment and construction schedule for the development of the project on 3.3 net acres.
- Long-term (Operations) – Long-term emissions were also estimated using EMFAC2014 and stationary source emission factors.

The proposed project's construction and operations would include the following criteria pollutant emissions: reactive organic gases (ROG), carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), and suspended particulate matter (PM₁₀ and PM_{2.5}). Project operations would generate air pollutant emissions from mobile sources (automobile activity from employees) and area sources (incidental activities related to facility maintenance). Project construction and operational activities would also generate greenhouse gas (GHG) emissions. Criteria and GHG emissions were estimated using the California Emissions Estimator Model (CalEEMod) version 2016.3.2 (Insight Environmental, 2018). The project's construction emissions were based on the equipment list outlined in *Section 3.4 Project Description*, and accordingly for the proposed project's land use type and development intensity.

Short-term Emissions

SJVAPCD's required measures for all projects were also applied:

- Water exposed area three times per day; and

- Reduce vehicle speed to less than 15 miles per hour

Table 3.4.3-2, below presents the project's short-term emissions based on the anticipated construction period.

**Table 3.4.3-2
Short-Term Project Emissions**

Emissions Source	Pollutant (tons/year)					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Unmitigated						
2019	0.48	4.79	3.36	0.006	0.32	0.27
Mitigated						
2019	0.48	4.79	3.36	0.006	0.29	0.25
Significance Threshold	10	10	100	27	15	15
Is Threshold Exceeded for a Single Year After Mitigation?	NO	NO	NO	NO	NO	NO

Source: Insight Environmental 2018

As calculated with CalEEMod, the estimated short-term construction-related emissions would not exceed SJVAPCD significance threshold levels during a given year and would therefore be less than significant.

Mobile and stationary sources have been analyzed and reported in the AQIA. Stationary sources will be part of the process and the analysis of these sources is typically part of the permitting process whereby the project proponent must meet all permitting and emissions control standards established within the air pollution control district that the equipment will be located. Stationary source emissions are anticipated to be negligible based on similar projects that have been constructed and permitted within the SJVAPCD. Stationary source emissions from the project would consist of VOC emissions vented to the atmosphere from the biogas upgrade process. The commenter's concern about sulfur dioxide is noted, however, according to information provided by the applicant the process will include SO₂ controls (such as an H₂S scrubber) and will not include any combustion onsite.

Long-term Emissions

Long-term emissions are caused by operational mobile, area, and stationary sources. Long-term emissions would consist of the following components.

- Fugitive Dust Emissions

Operation of the project site at full build-out is not expected to present a substantial source of fugitive dust (PM₁₀) emissions. The main source of PM₁₀ emissions would be from vehicular traffic associated with the project site.

PM₁₀ on its own as well as in combination with other pollutants creates a health hazard. The SJVAPCD's Regulation VIII establishes required controls to reduce and minimizing fugitive dust emissions. The following SJVAPCD Rules and Regulations apply to the proposed project:

- Rule 4102 – Nuisance;
- Regulation VIII – Fugitive PM₁₀ Prohibitions;
- Rule 8011 - General Requirements;
- Rule 8021 - Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities;
- Rule 8041 - Carryout and Trackout;
- Rule 8051 - Open Areas;
- The project design complies with applicable standards set forth in Title 24 of the Uniform Building Code to minimize total consumption of energy;
- Applicants will be required to comply with applicable mitigation measures in the AQAP, SJVAPCD Rules, Traffic Control Measures, Regulation VIII, and Indirect Source Rules for the SJVAPCD;
- The developer shall comply with the provisions of SJVAPCD Rule 4601 - Architectural Coatings during the construction of all buildings and facilities. Application of architectural coatings shall be completed in a manner that poses the least emissions impacts whenever such application is deemed proficient;
- The applicant shall comply with the provisions of SJVAPCD Rule 4641 during the construction and pavement of all roads and parking areas within the project area. Specifically, the applicant shall not allow the use of:
 - Rapid cure cutback asphalt;
 - Medium cure cutback asphalt;
 - Slow cure cutback asphalt (as specified in SJVAPCD Rule 4641, Section 5.1.3); or Emulsified asphalt (as specified in SJVAPCD Rule 4641, §5.1.4); and
- The developer shall comply with applicable provisions of SJVAPCD Rule 9510 (Indirect Source Review).

The project would comply with applicable SJVAPCD rules and regulations, local municipal codes, policies and measures.

- Exhaust Emissions

Project-related transportation activities from employees and maintenance would generate mobile source ROG, NO_x, SO_x, CO, PM₁₀ and PM_{2.5} exhaust emissions. Exhaust emissions would vary substantially from day to day but would average out over the course of an operational year. The variables factored into estimating total project emissions include: level of activity, site characteristics, weather conditions, and number of employees. As the project is not expected to generate an adverse change in current activity levels, substantial emissions are not anticipated.

- Stationary Source Emissions

As noted in Tables 3.4.3-2 and 3.4.3-3, stationary source emissions are anticipated to be negligible based on similar projects that have been constructed and permitted within the SJVAPCD. Stationary source emissions from the project would consist of VOC emissions vented to the atmosphere from the biogas upgrade process.

Projected Emissions

The proposed project is expected to have long-term air quality impacts as shown in Table 3.4.3-3. Emission calculations are available in Appendix A.

**Table 3.4.3-3
Long-term Operational Emissions**

Emissions Source	Pollutant (tons/year)					
	ROG	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Mobile Source Emissions	0.0020	0.0522	0.0255	0.0002	0.0018	0.0010
Stationary Source Emissions	0.0001	-	-	-	-	-
SJVAPCD Threshold	10	10	100	27	15	15
Is Threshold Exceeded After Mitigation?	NO	NO	NO	NO	NO	NO

Source: Insight Environmental 2018

As shown in Table 3.4.3-3, long-term operations-related emissions would not exceed the SJVAPCD significant threshold levels and impacts from the proposed project would be less than significant, no specific mitigation measures would be required.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3b – Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?

The nonattainment pollutants for the SJVAPCD are O₃, PM₁₀ and PM_{2.5}. Therefore, the pollutants of concern for this impact are ozone precursors, regional PM₁₀, and PM_{2.5}. As discussed above, the thresholds of significance used for determination of emission significance are shown in Tables 3.4.3-2 and 3.4.3-3, above, emissions from the project are well below the SJVAPCD's thresholds.

The most recent, certified SJVAB emission inventory data available from the SJVAPCD is based on data gathered for the 2015 annual inventory. This data will be used to assist the

SJVAPCD in demonstrating attainment of federal 1-hour O₃ standards. Table 3.4.3-4 provides a comparative look at the impacts proposed by the proposed project to the SJVAB emissions inventory.

**Table 3.4.3-4
Comparative Analysis of Project on SJVAB 2015 Inventory**

Emissions Inventory Source	Pollutant (tons/year)					
	ROG	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Kings County - 2015 ¹	7,775	5,110	10,622	73	8,541	1,789
SJVAB - 2015 ¹	119,063	123,808	245,390	3,103	96,616	23,214
Proposed Project	0.0021	0.0522	0.0255	0.0002	0.0018	0.0010
Proposed Project's % of Kings	0.000027	0.00102	0.00024	0.00027	0.000021	0.000056
Proposed Project's % of SJVAB	0.000002	0.00004	0.00001	0.00001	0.000002	0.000004

Notes:

¹ This is the latest inventory available as of June 2018, excluding natural sources.

Source: Insight Environmental 2018

Tables 3.4.3-5 and 3.4.3-6 provide CARB emissions inventory projections for the year 2020 for both the SJVAB and Kings County. Looking at the SJVAB emissions predicted by the CARB year 2020 emissions inventory, the Kings County portion of the air basin is a moderate source of the emissions. The proposed project produces a small portion of the total emissions in both Kings County and the entire SJVAB (Insight Environmental, 2018).

**Table 3.4.3-5
Emissions Inventory Kings County 2020 Estimated Projection (tons/year)**

	ROG	NO _x	PM ₁₀
Total Emissions	108,113	74,204	96,652
Percent Stationary Sources	30.8%	14.1%	5.6%
Percent Area-Wide Sources	51.6%	3.9%	89.4%
Percent Mobile Sources	17.6%	82.0%	4.9%
Total Stationary Source Emissions	33,325	10,439	5,439
Total Area-Wide Source Emissions	55,772	2,884	86,432
Total Mobile Source Emissions	18,980	60,882	4,782

Source: Insight Environmental 2018 Note: Total may not add due to rounding.

**Table 3.4.3-6
2020 Emissions Projections- Proposed Project, Kings County & SJVAB**

	ROG	NO_x	PM₁₀
Total Emissions	7,884	4,745	8,286
Percent Stationary Sources	16.2%	6.9%	3.5%
Percent Area-Wide Sources	58.8%	1.5%	88.1%
Percent Mobile Sources	25.0%	91.5%	8.8%
Total Stationary Source Emissions	1,278	329	292
Total Area-Wide Source Emissions	4,636	73	7,300
Total Mobile Source Emissions	1,971	4,344	730

Source: Insight Environmental 2018 Note: Total may not add due to rounding.

A search of the Kings County Community Development Agency's GIS viewer and records identified no other projects within a one-mile radius of the proposed project (Insight Environmental, 2018). The number or size of cumulative projects is of no particular significance since no "cumulative" emissions thresholds have been established by the SJVAPCD, or the Kings County Community Development Agency. Because the proposed project would generate less-than-significant project-related operational impacts to criteria air pollutants, the project's contribution to cumulative air quality impacts would not be cumulatively considerable.

As shown above, the proposed project would pose no impact on regional O₃ and PM₁₀ formation. Because the regional contribution to these cumulative impacts would be negligible, the project would not be considered cumulatively considerable in its contribution to regional O₃ and PM₁₀ impacts.

Based on the analysis above, the proposed project does not pose a substantial increase to air basin emissions, as such air basin emissions would be essentially the same if the project is approved. Therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant. Impacts would be less than significant.

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

Impact #3.4.3c – Would the project expose sensitive receptors to substantial pollutant concentrations?

Sensitive receptors are defined as locations where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside, such as schools, hospitals, nursing homes, residential uses and daycare centers. As noted in *Section*

3.4-12- *Noise*, the nearest sensitive receptors (residence and school) to the proposed project site is approximately 0.5 miles to the southeast.

Localized high levels of CO are associated with traffic congestion and idling or slow-moving vehicles. The SJVAPCD provides screening criteria to determine when to quantify local CO concentrations based on impacts to the level of service (LOS) of roadways in the project vicinity.

This proposed project would result in the construction of an approximately 62,235 square feet biogas facility and the associated 37 miles of pipeline. Construction of the proposed project would result in short-term, minor increases in traffic for the surrounding road network by generating an estimated 20 roundtrips per construction day during the construction period and 2.5 additional daily trips during the operational period. Project will implement a dust control plan to minimize fugitive dust during construction as required by the air district. The minor increase in trips would not substantially lower the LOS. Therefore, the project would not generate, or substantially contribute to, additional traffic that would exceed State or federal CO standards.

GAMAQI recommends that lead agencies consider situations wherein a new or modified source of hazardous air pollutants (HAPs) is proposed for a location near an existing residential area or other sensitive receptor when evaluating potential impacts related to HAPs. Typical sources of HAPs include diesel trucks or permitted sources such as engines, boilers or storage tanks. The Hanford-Lakeside Dairy Digester Cluster project will be located near scattered agricultural residences. The three closest agricultural residences are approximately 0.5 miles southeast, 0.5 miles to the southwest, and 0.5 miles north of the project site.

Since there will be a negligible amount of HAPs emitted from the project and only occasional diesel truck travel onsite, a prioritization score was determined for the facility to determine if a health risk assessment (HRA) would be required. An HRA is not required for a project with a total facility prioritization score of less than or equal to one. The project's prioritization score was 0.09, which indicates that an HRA is not warranted (Insight Environmental, 2018). Therefore, no further analysis is required to determine the HAPs impacts from this project and potential risk to the population attributable to emissions of HAPs from the proposed project would be less than significant

Airborne Fungus (Valley Fever)

Coccidioidomycosis, often referred to as San Joaquin Valley Fever or Valley Fever, is one of the most studied and oldest known fungal infections. Valley Fever most commonly affects people who live in hot dry areas with alkaline soil and varies with the season. This disease, which affects both humans and animals, is caused by inhalation of arthroconidia (spores) of the fungus *Coccidioides immitis* (CI). CI spores are found in the top few inches of soil and the existence of the fungus in most soil areas is temporary. The cocci fungus lives as a saprophyte in dry, alkaline soil. Agricultural workers, construction workers, and other people who work outdoors and who are exposed to wind and dust are more likely to contract Valley Fever.

The proposed project has the potential to generate fugitive dust and suspend Valley Fever spores with the dust that could then reach nearby sensitive receptors. It is possible that onsite workers could be exposed to Valley Fever as fugitive dust is generated during construction. Mitigation Measure MM AQ-1 would provide training and personal protective respiratory equipment to construction workers and provide information to all construction personnel and visitors about Valley Fever. Therefore, the exposure to Valley Fever would be minimized. With the implementation of the mitigation measures, dust from the construction of the proposed project would not add significantly to the existing exposure level of people to this fungus, including construction workers, and impacts would be reduced to less-than-significant levels.

MITIGATION MEASURE(S)

MM AQ-1: During project construction the following measures shall be implemented:

- Implement the Dust Control Plan required to be approved for the project by the San Joaquin Valley Air Pollution District under District Rule 8021 prior to ground disturbing activity.
- When exposure to dust is unavoidable for workers who will be disturbing the top two-12 inches of soil, provide workers with NIOSH-approved respiratory protection with particulate filters rated as N95, N99, N100, P100, or HEPA, as recommended in the California Department of Public Health publication “Preventing Work-Related Coccidioidomycosis (Valley Fever).”
- Identify a health care provider for occupational injuries and illnesses who is knowledgeable about the diagnosis and treatment of Valley Fever.
- Train workers and supervisors about the risk of Valley Fever, the work activities that may increase the risk, and the measures used onsite to reduce exposure. Also train on how to recognize Valley Fever symptoms.
- Encourage workers to report Valley Fever symptoms promptly to a supervisor. Not associating these symptoms with workplace exposures can lead to a delay in appropriate diagnosis and treatment.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant impact with mitigation incorporated.*

Impact #3.4.3d – Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

SJVAPCD identifies some common types of facilities that have been known to produce odors in the SJVAB (Insight Environmental, 2018). These can be used as a screening tool to qualitatively assess a project’s potential to adversely affect area receptors.

The project is a closed system; the digesters are completely sealed and specifically designed to avoid gas leakage. The biogas is collected under the digester cover, sent through an air-tight blower system and into the sealed pipeline. The biogas upgrade facility is also sealed

from odors except for emergency of venting events. CO₂ and O₂ are periodically vented, but these gases do not contain odorous substances. Because the operations of the project are not expected to cause a public nuisance due to odor and the anticipated project site is not listed in the GAMAQI as a source that would create objectionable odors, the project is not expected to be a source of objectionable odors.

Based on the provisions of the GAMAQI, the proposed project would not exceed any screening trigger levels to be considered a source of objectionable odors or odorous compounds. CO₂ and CH₄ will be vented, but they are odorless substances. The H₂S is being removed from the biogas before leaving the dairies through the pipeline. By capturing methane within the covered digester lagoon, the project would decrease the existing baseline odors being generated at the dairies. Furthermore, there does not appear to be any significant source of objectionable odors in close proximity that may adversely impact the project site when it is in operation. Additionally, the project emission estimates indicate that the proposed project would not be expected to adversely impact surrounding receptors. As such, the proposed project would not be a source of any odorous compounds nor would it likely be impacted by any odorous source

MITIGATION MEASURE(S)

No mitigation is required.

LEVEL OF SIGNIFICANCE

Impacts would be *less than significant*.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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3.4.4 - BIOLOGICAL RESOURCES

Would the project:

- | | | | | |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

A biological reconnaissance survey was conducted to determine whether there are sensitive biological resources that might be adversely affected by the proposed project. The evaluation is based upon existing site conditions, the potential for sensitive biological resources to occur

on and in the vicinity of the project site, and any respective impacts that could potentially occur.

In addition to providing an evaluation of the project's impacts to biological resources, the report includes a detailed description of the regulatory environment as it relates to biological resources.

A literature search of the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDDB) (CNDDDB 2018), California Native Plant Society (CNPS 2018), and United States Fish and Wildlife Service Endangered Species List (USFWS 2018) was conducted to identify special-status plant and wildlife species with the potential to occur within the project site and vicinity (the surrounding nine quads and a 10-mile radius). The results of the database inquiry were subsequently reviewed to evaluate the potential for occurrence of special-status species on or near the project site prior to conducting the biological reconnaissance survey.

On Friday April 13, 2018, QK biologists conducted a biological reconnaissance survey of the project site and pipeline route with a 50-foot buffer area, where feasible. An additional survey was conducted on June 28th along a portion of the pipeline route. The purpose of the surveys was to determine the locations and extent of potential plant communities and sensitive habitats, and the potential for occurrence of special-status plant and animal species within the project site and surrounding buffer area. The entire project site and pipeline route was surveyed including the 50-foot buffer area, where feasible. Survey methodologies included walking or driving around the proposed project site, which was under cultivation, and driving along the pipeline routes while scanning for any potential sensitive plant communities, plant species or wildlife species. Photographs were taken to document the existing landscape of the project site and adjacent land uses, detailed notes on observed plant and wildlife species and site conditions were taken while conducting the survey.

As noted, the project site was under cultivation at the time of the survey. The surrounding properties to the east, south and west of the Project site were also under crop cultivation and included highly disturbed dirt access roads. The pipeline route is either within existing County ROW, or on land used by the existing dairies under cultivation. The property to the north includes an existing agribusiness facility that is highly disturbed with various large farm equipment and several small tanks. No small mammal burrows, potential dens, or nests were observed on the project site, the dirt access roads near or in the vicinity of the site or pipeline.

Impact #3.4.4a – Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The literature search determined that there is a potential for several special-status species to be present on the project site. An evaluation of each of the potential special-status species, which included habitat requirements, likelihood of required habitat to occur within the